

Executed on June 1, 2018

Executed on July 1, 2020

System Terms & Conditions

These System Terms & Conditions (hereinafter referred to as "these Terms & Conditions") set forth the particulars of account services and transactions concerning works of art and other items (hereinafter referred to as "Lots") using the Internet system provided by SBI Art Auction Co., Ltd. (hereinafter, "SBI") to persons possessing an ID provided by SBI.

Part 1 and Part 4 of these Terms & Conditions shall apply to persons possessing an ID (as defined in Article 1, Paragraph 1; hereinafter the same), Online Auction System Users (as defined in Part 2; hereinafter the same) and Live Auction System Users (as defined in Part 3; hereinafter the same), Part 2 of these Terms & Conditions shall apply to Online Auction System Users, and Part 3 of these Terms & Conditions shall apply to Live Auction System Users, Successful Absentee Bidders (as defined in Article 3) and Successful Telephone Bidders (as defined in Article 3). Persons possessing an ID, Online Auction System Users and Live Auction System Users must comply with the provisions of each part of these Terms & Conditions that is applicable to such persons. Persons who view the SBI website and the contents thereof (hereinafter, the "SBI Website") and others to whom these Terms & Conditions apply (in each case including legal entities) must comply with these Terms & Conditions and will be deemed to have consented to these Terms & Conditions in the event that they view the SBI Website.

In the event of any matters not set forth in these Terms & Conditions, the auction rules separately stipulated by SBI (hereinafter, the "Conditions of Auction") shall apply, except for those provisions that, by their nature, do not apply, and in the event of any conflict between these Terms & Conditions and the Conditions of Auction, these Terms & Conditions shall take precedence. Except when these Terms & Conditions provide otherwise, the terms defined in the Conditions of Auction shall have the same meaning herein.

Part 1. ID Registration and Account Services

This Part 1 sets forth the particulars concerning account registration and account services using the Internet system offered by SBI, etc.

Persons wishing to register an account using the Internet system provided by SBI and persons possessing IDs must comply with these Terms & Conditions.

Article 1. Persons Possessing an ID

1. A “person possessing an ID”, as set forth in these Terms & Conditions, refers to a person who registers the necessary information stipulated by SBI on the account services of the SBI Website (hereinafter, simply “Account Services”) and receives approval to use a unique SBI ID from SBI (the process through application for such approval by way of such information registration, hereinafter, “Customer Registration”). After receiving such approval for Customer Registration from SBI, a person possessing an ID may use all services provided by SBI (hereinafter, the “Covered Service(s)”) in accordance with these Terms & Conditions.
2. Customer Registration for persons wishing to use the Covered Services shall be completed after consent to these Terms & Conditions and the transmission of the data on the customer information registration page to SBI.
3. Persons wishing to use the Covered Services must comply with the following conditions during Customer Registration.
 - (1) To complete Customer Registration by entering into the entry fields of the customer information registration page of Account Services true and correct data concerning the person wishing to use the Covered Services. Registration on behalf of another person is not permitted under any circumstances.
 - (2) When registering the e-mail address during Customer Registration, register an e-mail address belonging to the person wishing to use the Covered Services. Registration using the e-mail address of a third party is prohibited. The Customer Registration of an e-mail address of a company, school, family, etc. that is shared by multiple persons shall be permitted only when such persons agree and consent to the Customer Registration of such e-mail address by the person wishing to use the Covered Services; provided, however, that here as well use of the Covered Services shall be limited to the person possessing the ID.
 - (3) In the event of any changes to the items entered in Item (1)., the person possessing the ID shall promptly change the registered information as stipulated in Article 2, Paragraph 5.
 - (4) The registration or possession of multiple IDs by the same user is prohibited.
4. When using the Covered Services, persons possessing IDs shall enter the ID and password provided to them by SBI following the approval of their Customer Registration by SBI, and SBI shall consider actions taken using such ID and password to have been used by the person possessing the ID whose ID and password are registered with SBI and match the entered ID and password. In the event an ID and password are stolen and used or in the event of the wrongful use of an ID and password, the person possessing the ID whose registered

information matches such ID and password shall be liable for such actions, except in the event of willful misconduct or gross negligence by SBI.

5. SBI may partially or completely suspend or terminate the Covered Services of, or delete or revoke the ID of, such a person possessing an ID without prior notice to such person. Any person who has become unable to use his or her ID or password for this reason and wishes to use the Covered Services shall follow the process in Paragraph 1 to obtain a new ID and password from SBI. SBI shall bear no liability whatsoever for any damages or liabilities that may arise to a person possessing an ID as a result of the suspension or termination of such Covered Services or the deletion or revocation of an ID.
 - (1) In the event that the person possessing the ID fails to use (log-in) using his or her ID in the preceding one (1) year.
 - (2) In the event that SBI determines that the person possessing the ID has or may violate these Terms & Conditions or the Terms & Conditions for each service shown at the time of use of the Covered Services.
 - (3) In the event that the person possessing the ID commits an act that SBI determines is inappropriate from the perspective of administering the Covered Services.
6. In the event that the person possessing the ID uses a Covered Service provided by SBI, that person shall use such service after confirming and consenting to the Terms & Conditions for each such service.

Article 2. Notes Concerning the Use of IDs

1. Persons wishing to use the Covered Services may obtain an ID and password for use of the Covered Services from SBI upon approval by SBI after completing the Customer Registration on the SBI homepage in accordance with the prescribed procedures stipulated in Article 1. However, SBI may refuse registration for an ID at its discretion without providing a reason for such refusal.
2. Persons wishing to use the Covered Services acknowledge in advance that a considerable amount of time is required for SBI to approve Customer Registrations and issue IDs and passwords, and SBI shall bear no liability whatsoever for compensating persons wishing to use the Covered Services for damages arising to them as a result of a rejection of a Customer Registration, a delay in the issuance of an ID or password or other reason.
3. Persons possessing an ID shall not transfer to a third party, loan or otherwise effect a disposition of their ID or password. Such persons may also not acquire multiple IDs and passwords by impersonating another person or through other means.
4. In the event that the ID and password of a person possessing an ID are leaked to a third party as a result of being lost, stolen, etc., SBI shall bear no liability whatsoever for such leak or

the consequences thereof. In the event a person possessing an ID becomes aware that an ID and password have been lost or stolen, such person shall immediately give notice to SBI thereof.

5. In the event that any of the information registered at the time of registration for use set forth in Paragraph 1 changes, persons possessing an ID shall promptly make a report of such information to SBI using the method prescribed by SBI. SBI shall bear no liability whatsoever for damages that arise to persons possessing an ID as a result of their failure to report such changes to SBI.

Article 3. Information on Bidding and Successful Bids

A person possessing an ID may confirm such person's bidding information for a past auction using Account Services in accordance with Article 6 and Article 7 of these Terms & Conditions; provided, however, that invoices including bidding fees (SBI's Premium) will not be displayed for persons possessing an ID who made a successful bid on Lots, etc. in an auction using the Absentee bidding method stipulated in Article 6 of these Terms & Conditions (such a person making a successful bid using such method, hereinafter, a "Successful Absentee Bidder") or persons possessing an ID who made a successful bid on Lots, etc. in an auction using the Telephone bidding method stipulated in Article 7 (such a person making a successful bid using such method, hereinafter, a "Successful Telephone Bidder").

Article 4. Registration of Favorite Lots

A person possessing an ID may register his or her favorite works from those Lots listed in the browsing page on the SBI Website of upcoming auctions (hereinafter, simply "Browsing Page") that have passed SBI's screening process. Persons possessing an ID can view images of registered favorite Lots, their estimates (listing the maximum and minimum amounts in Japanese yen, hereinafter the "Estimate"; the Estimate does not include SBI's fees as defined in Article 29, Paragraph 1 or consumption tax for the Lot) and other information (hereinafter, "Lot Information") using the favorites function. Following the holding of an auction at which a favorite Lot is offered for sale, that registered favorite Lot shall be deleted from the list of favorites.

Article 5. Registration of Favorite Artists

A person possessing an ID may register his or her favorite artists of Lots listed in the Browsing Page using Account Services. In the event a Lot of a registered artist is going to be offered for sale in an upcoming auction, SBI will send the persons possessing an ID an e-mail to the e-mail address he or she registered with SBI at the time of Customer Registration to inform such

person that a Lot of one of such person's registered favorite artists is being offered for sale (hereinafter, a "Notification E-Mail"). If such person no longer need to receive Notification E-Mails, he or she may delete the artist registration and SBI will stop sending the Notification E-Mails for the relevant artist.

Article 6. Absentee Bids

In the event that a person possessing an ID wishes to make an offer using Account Services to purchase a Lot in an auction using an Absentee bid (hereinafter, an "Absentee Bid Applicant"), that person must consent to these Terms & Conditions and submit a preliminary offer (hereinafter, a "Preliminary Bid") to SBI in advance through Account Services by 5:00 p.m. the business day immediately preceding the auction setting forth the lot number (meaning the lot number listed in the Browsing Page) of the Lot the person wishes to purchase in such auction and the maximum bid amount.

Article 7. Telephone Bids

1. In the event that a person possessing an ID wishes to use the Account Services to place a telephone bid (hereinafter, a "Telephone Bid Applicant"), that person must consent to these Terms & Conditions and submit a Preliminary Bid to SBI in advance through Account Services by 5:00 p.m. the business day immediately preceding the auction setting forth the lot number of the Lot the person desires to purchase in such auction.
2. In the event that an offer is made under the preceding Paragraph, at the time of the auction, SBI will call the optional phone number such a Telephone Bid Applicant has entered when submitting Preliminary Bids or the telephone number such person has registered. The Telephone Bid Applicant may participate in the auction over the telephone through a call from the staff at SBI; provided, however, that SBI shall bear no liability whatsoever in the event that such Telephone Bid Applicant's offer or the revocation thereof are not executed at an auction due to an interruption in the telephone line, a mistake by the telephone company, a failure to respond, etc.

Article 8. Instances Where Applicants Cannot Participate in Absentee Bidding or Telephone Bidding

1. In the event that a Preliminary Bid is not made by the prescribed deadline or the procedures to be taken by Absentee Bid Applicants or Telephone Bid Applicants have not otherwise been taken as set forth in the preceding two articles, the Absentee Bid Applicant or Telephone Bid Applicant may not participate in the auction.
2. As the number of telephones installed in the auction venue are limited, SBI may sometimes

refuse a bid pursuant to Paragraph 1 of the preceding article in the event that there are a large number of Telephone Bid Applicants wishing to make or revoke bids pursuant to Paragraph 1 of the preceding article and may sometimes recommend that prospective participants bid using a method other than Telephone bidding stipulated in these Terms & Conditions or the Auction Conditions. SBI shall bear no liability whatsoever in the event that a bid or revocation thereof by a Telephone Bid Applicant are not executed at an auction.

Article 9. Timing of the Formation of Purchase and Sale Agreements for Lots

Notwithstanding Article 8, Paragraph 10 of the Conditions of Auction, if an Absentee Bid Applicant or a Telephone Bid Applicant wins a bid for a Lot (i.e., if an Absentee Bid Applicant or a Telephone Bid Applicant becomes a Successful Absentee Bidder or a Successful Telephone Bidder), a purchase and sales agreement for the purchase and sale of the Lot shall take effect between such Absentee Bid Applicant or such Telephone Bid Applicant and SBI at the price when the auctioneer strikes his or her hammer (hereinafter, a “Successful Bid Price”) and the Absentee Bid Applicant or the Telephone Bid Applicant is able to view that fact using the Live Auction Website.

Part 2. Online Auction Conditions

This Part 2 sets forth the particulars of transactions concerning the auction of Lots using the online auction system provided by SBI for auctions of Lots to be conducted by SBI (hereinafter, the “Online Auction(s)”).

Persons who possess an ID and consign SBI sales of Lots at Online Auctions (hereinafter, a “Sales Consignor(s)”), persons who possess an ID and wish to purchase the Lots during Online Auctions (hereinafter, the “Prospective Online Auction Buyer(s)”), persons who possess an ID and have made successful bids for the Lots at Online Auctions (hereinafter, the “Successful Online Auction Bidder(s)”), persons who browse the web pages, and the contents thereof, where an Online Auction is conducted (hereinafter, the “Online Auction Website”), and others to whom Part 2 applies (in each case including legal entities; hereinafter collectively referred to as “Online Auction System User(s)”) must comply with these Terms & Conditions.

If an Online Auction System User browses the Online Auction Website, such Online Auction System User shall be deemed to have agreed to this Part 2.

Section 1. Sales Consignment

Article 10. Sales Consignment

1. Sales Consigners shall make requests to consign the Lots pursuant to these Terms & Conditions and a sales consignment agreement separately stipulated by SBI. SBI may refuse any such request for sales consignment.
2. Sales Consigners warrant to SBI that they have full ownership of the Lots to be consigned for sale or that they have authority to consign such Lots for sale pursuant to full ownership.

Article 11. Reserve Price

1. A Sales Consigner may set such consigner's intended reserve price in Japanese yen as the sales price for Lots which such Sales Consigner has consigned to SBI for sale (hereinafter, a "Reserve Price").
2. Unless otherwise agreed between SBI and a Sales Consigner, if a Reserve Price is set, SBI shall not sell Lots consigned for sale at any price lower than such Reserve Price.
3. It is not permitted for the Reserve Price to exceed the Estimate.
4. Once a Reserve Price is set, such Reserve Price may not be changed without SBI's consent.

Section 2. Procedures to Be Taken in Online Auction

Article 12. Object of Online Auction

SBI shall sell, by means of an Online Auction, in SBI's own name, Lots that have passed SBI's screening process and that have been consigned by Sales Consigners to SBI for sale by means of an Online Auction (hereinafter, the "Online Lot(s)"). SBI shall bear no liability for disclosing or announcing the standards, methods or content of the screening process for such Lots.

Article 13. Posting of Lot Information

1. During the period when an Online Lot is offered for sale at an Online Auction (hereinafter, an "Online Auction Period"), SBI shall post such Lot's image, Estimate and other information (hereinafter, an "Online Lot Information"). At an Online Auction, a Successful Bid Price for an Online Lot may exceed the maximum amount or fall below the minimum amount of an Estimate.
2. SBI may, at its discretion and without prior notice, discontinue the posting of Online Lot Information on the Online Auction Website or change the content thereof. SBI shall bear no liability whatsoever for any such discontinuation of posting Lot Information or change in the

content thereof.

3. Online Auction System Users shall, at their responsibility, confirm the information and conditions of Online Lots by way of browsing the Online Lot Information posted in accordance with Paragraph 1.
4. Unless otherwise determined by SBI at its discretion, SBI shall not hold any exhibitions for Prospective Online Auction Buyers to view an Online Lot which will be offered for sale at an Online Auction or distribute a catalogue in which Online Lot Information is posted.
5. Online Lot Information posted on the Online Auction Website is provided as reference materials for use by Prospective Online Auction Buyers. SBI makes no warranty in any way as to the correctness or accuracy of Online Lot Information and bears no liability whatsoever for any indistinctive nature of images of the Online Lots posted on the Online Auction Website.

Article 14. Current Bid and Acceptable New Bid

1. For Online Lots for which no bid has yet been submitted, the amount shall be set by SBI at its discretion as a starting bid for an Online Auction; hereinafter, "Starting Bid". With regard to each Online Lot, SBI shall announce on the Online Auction Website during an Online Auction Period the then-current leading bid; hereinafter, "Current Bid", at which a Prospective Online Auction Buyer has submitted as well as the minimum new acceptable bid; hereinafter, the "New Bid," which shall be a bid exceeding the previous Current Bid and follow the bid increments.
2. SBI may, at its discretion, set an amount below the Reserve Price of an Online Lot as a Starting Bid and a New Bid of such Online Lot.
3. While the Current Bids and New Bids set forth in Paragraph 1 will be displayed in Japanese yen and other currencies, any display in currencies other than Japanese yen shall be provided merely as a reference price and shall not necessarily reflect an accurate exchange rate at the time of such Online Auction. Furthermore, any purchase and sale agreement between a Successful Online Auction Bidder and SBI concerning an Online Lot won by such Successful Online Auction Bidder shall be carried out in Japanese yen.
4. SBI makes no warrantee as to the correctness or accuracy of the content of any display pertaining to Current Bids and New Bids and bears no liability whatsoever for any damage incurred by any Online Auction System Users due to any incorrectness or inaccuracy of such display, unless such damage is caused by the willful misconduct or gross negligence of SBI.

Article 15. Confidentiality

SBI shall make no announcement of the name of any Sales Consignor or the Reserve Price of an Online Lot; provided, however, that the foregoing shall not apply if SBI decides, at its discretion,

to announce the same upon obtaining consent from a Sales Consignor.

Article 16. Auction Period

1. SBI shall, at its discretion, set an Online Auction Period for each Online Lot and make an announcement thereof on the Online Auction Website.
2. Notwithstanding the preceding paragraph, if a bid is submitted for an Online Lot within the final 10 minutes before the termination of an Online Auction Period set by SBI, SBI shall extend the Online Auction Period for such Online Lot for 5 minutes from the termination time of such Online Auction Period set by SBI, with the same to apply to extensions thereafter. If an Online Auction Period is extended in accordance with this paragraph, these Terms & Conditions shall apply thereto, deeming such extended period to be included in the Online Auction Period.

Article 17. Submission of Bids

1. During an Online Auction Period, a Prospective Online Auction Buyer may submit a bid for an Online Lot upon entering its ID and password through the prescribed login page on the Online Auction Website and logging into the Online Auction Website.
2. A Prospective Online Auction Buyer shall submit a bid for an Online Lot that he or she wishes to buy by way of (i) entering such buyer's intended purchase price (hereinafter, the "Intended Purchase Price") into the intended purchase price entry field (hereinafter, the "Intended Purchase Price Entry Field") displayed on the page (hereinafter, the "Online Auction Website Page") of the Online Auction Website which displays the Online Lot Information, Current Bid and New Bid of such Online Lot, and (ii) clicking the bid button (hereinafter, the "Online Bid Button") displayed on the Online Auction Website. Before a Prospective Online Auction Buyer enters such buyer's Intended Purchase Price, a New Bid is automatically displayed in the Intended Purchase Price Entry Field; however, a Prospective Online Auction Buyer may enter any price above such displayed price into the Intended Purchase Price Entry Field.
3. When a Prospective Online Auction Buyer enters such buyer's Intended Purchase Price into the Intended Purchase Price Entry Field, such Prospective Online Auction Buyer is required to enter a price above an applicable New Bid pursuant to the increments prescribed by SBI (hereinafter, the "Increment"). If a Prospective Online Auction Buyer enters any Intended Purchase Price that does not conform to an applicable Increment, such submission of a bid will become invalid.
4. Once the Online Bid Button is clicked, a Prospective Online Auction Buyer is not permitted to cancel such submission of a bid for any reason whatsoever, including, without limitation, operational error by such Prospective Online Auction Buyer or other third party, and the

Prospective Online Auction Buyer shall not raise any objection thereto.

5. A Prospective Online Auction Buyer may submit a bid for an Online Lot only in Japanese yen and may not submit a bid in any other currency.
6. Once a Prospective Online Auction Buyer has clicked the Online Bid Button, and an Intended Purchase Price entered as of such click, a bid for such Online Lot shall be deemed to have been submitted at such Intended Purchase Price by such Prospective Online Auction Buyer to SBI.
7. A Prospective Online Auction Buyer shall confirm the status of such buyer's submission of a bid on the Online Auction Website, at such buyer's responsibility.
8. Submission of one bid in a joint name of more than one person is not permitted.

Article 18. Automatic Input for Submission of Bids

1. Until a pre-set Intended Purchase Price reaches a cap (hereinafter, the "Automatic Bid Cap") on the Online Auction Page for an Online Lot for which a Prospective Online Auction Buyer intends to submit a bid, such Prospective Online Auction Buyer may set up the use of a function which allows for the automatic submission of a bid designating itself as the Prospective Online Auction Buyer at the then-current New Bid (hereinafter, the "Automatic Input Function") immediately after its submission of a bid has become invalid due to another Prospective Online Auction Buyer submitting a higher bid.
2. A Prospective Online Auction Buyer shall set the Automatic Input Function at such buyer's responsibility. In addition, if a Prospective Online Auction Buyer sets up the application of the Automatic Input Function, such Prospective Online Auction Buyer is not permitted to revoke, cancel or change such setting.
3. A Prospective Online Auction Buyer may set an Automatic Bid Cap only in Japanese yen. In addition, upon setting an Automatic Bid Cap, a Prospective Online Auction Buyer must comply with the Increment.
4. When a bid is submitted through an Automatic Input Function, cancelling such submission of the bid is not permitted for any reason whatsoever, including, without limitation, operational error by a Prospective Online Auction Buyer or other third party, and the Prospective Online Auction Buyer shall not raise any objection thereto.

Article 19. Invalidation of Submission of Bids

A submission of a bid will become invalid if:

- (1) A higher bid is submitted;
- (2) A Current Bid for an applicable Online Lot does not reach an applicable Reserve Price and an Online Auction is terminated; or

(3) An Online Auction is suspended by SBI.

Article 20. Timing of Formation of Purchase and Sale Agreements for Online Lots

If a Prospective Online Auction Buyer wins a bid for an Online Lot (i.e., if a Prospective Online Auction Buyer becomes a Successful Online Auction Bidder), a purchase and sale agreement between such Successful Online Auction Bidder and SBI shall take effect at the amount of the Successful Bid Price at the earlier time of when (i) such fact becomes available for review on the Online Auction Website which is used by the Successful Online Auction Bidder, or (ii) the Successful Online Auction Bidder receives an e-mail sent by SBI to the effect that such Successful Online Auction Bidder has won the bid for the Online Lot.

Article 21. Determination of Disputes

SBI shall determine, at its discretion, any dispute between Prospective Online Auction Buyers or a Prospective Online Auction Buyer and SBI concerning procedures taken at an Online Auction, and the Prospective Online Auction Buyers must comply with such determination.

Part 3. Live Auction System Terms & Conditions

This Part 3 sets forth the particulars of transactions in which bids are made using the Live Auction System, the Internet system offered by SBI, in auctions of Lots carried out by SBI.

Persons who possess an ID and wish to purchase a Lot during an auction using the Live Auction System (hereinafter, "Prospective Live Auction Buyer(s)"), persons who possess an ID and have made successful bids for Lots in an auction (hereinafter, "Successful Live Auction Bidder(s)") and others to whom this Part 3 applies (in each case including legal entities; hereinafter collectively referred to as "Live Auction System User(s)") must comply with this Part 3.

Section 1. Procedures to be taken to Participate in a Live Auction

Article 22. Preliminary Bid for a Lot

1. In the event that a Live Auction System User wishes to make a bid for a Lot during an auction using the Live Auction System, such Live Auction System User shall consent to these Terms & Conditions and submit in advance an issued paddle number bid (hereinafter, the "Issued Paddle Number Bid") to SBI through the Live Auction web page and the contents thereof (hereinafter, the "Live Auction Website") by 5:00 p.m. the business day immediately preceding the auction (hereinafter, the "Preliminary Bid Cut-off Time") setting forth the lot

number (meaning the lot number listed in the Browsing Page) of the Lot the user wishes to purchase in such auction and the Intended Purchase Price.

2. In the event that procedures are taken to make an Issued Paddle Number Bid as set forth in the preceding paragraph, SBI shall send an e-mail explaining that the Issued Paddle Number Bid has been completed to the Live Auction System User at the e-mail address previously registered by the Live Auction System User.
3. In the event that an Issued Paddle Number Bid is not made by the prescribed deadline or the other procedures to be taken by a Live Auction System User have not otherwise been taken as set forth in each of the preceding paragraphs, the Live Auction System User may not participate in the auction.

Section 2. Procedures to be taken when Holding a Live Auction

Article 23. Procedures to be taken prior to the Holding of the Auction

1. In the event that a Prospective Live Auction Buyer wishes to make a bid for a Lot using the Live Auction System, such Prospective Live Auction Buyer shall enter his or her ID and password and login to the Live Auction Website at the time of commencement of the auction on the day the auction is held.
2. Auctions shall proceed in the venue in which such auction is held (hereinafter, the "Auction Venue") according to the methods and procedures set forth in Article 8 of the Auction Conditions, and Prospective Live Auction Buyers shall participate and make bids for Lots using the Live Auction Website page (hereinafter, the "Live Auction Page"), which displays images of the Lots for which bids may be made, other Lot Information, and the state of and changes to the Intended Purchase Price for such Lot, etc.
3. Paddle numbers (hereinafter, "Paddle Numbers") shall be assigned by SBI to the Prospective Live Auction Buyers who have completed the registration to participate in the auction as set forth in Paragraph 1 and Paragraph 2 of the preceding article, and those Paddle Numbers shall be displayed on the Live Auction Page.
4. SBI does not guarantee the truth or accuracy of the information displayed on the Live Auction Page concerning Lot Information or the Intended Purchase Price and shall bear no liability whatsoever for any damages arising to a Live Auction System User as a result of the untruthfulness or inaccuracy of such information, except in the event of willful misconduct or gross negligence by SBI.

Article 24. Bids

Prospective Live Auction Buyers shall make a bid for a Lot that is the subject of the auction at

that time by confirming the Intended Purchase Price displayed on the Live Auction Page and clicking the bid button displayed on the Live Auction Page (hereinafter, the “Live Auction Bid Button”). Prospective Live Auction Buyers may not cancel a bid or correct an Intended Purchase Price following the Preliminary Bid Cut-off Time stipulated in Article 21, Paragraph 1, regardless of whether there was an error in operation by the Prospective Live Auction Buyer or other person or for any other reason, and Prospective Live Auction Buyers shall not raise any objection thereto.

1. Prospective Live Auction Buyers may make a bid for a Lot using only the Intended Purchase Price (in yen) displayed on the Live Auction Page and may not make a bid for a Lot using money, units or currency other than such Intended Purchase Price. In the Auction Venue, the auctioneers may, at their discretion, accept bids for a Lot in amounts or units other than the Intended Purchase Price displayed on the Live Auction Page, and the Prospective Live Auction Buyers shall not raise any objection thereto.
2. The state of and changes to the Intended Purchase Price of the Prospective Live Auction Buyers on the Live Auction Page shall be displayed in Japanese yen or another currency, but any display in a currency other than Japanese yen shall be a reference amount only, shall not necessarily reflect the correct exchange rate at the time of the auction, and the purchase and sale of the Lot won by the Successful Live Auction Bidder shall be made in Japanese yen.
3. A bid to SBI for a Lot from a Prospective Live Auction Buyer shall be accepted after a Prospective Live Auction Buyer clicks the Live Auction Bid Button, the fact that such click was made and the Intended Purchase Price are transmitted to SBI, the representatives of SBI in the Auction Venue transmit the Paddle Number of such Prospective Live Auction Buyer and the Intended Purchase Price to the auctioneer using the method prescribed by SBI, and the auctioneer accepts such Intended Purchase Price. SBI does not guarantee that a bid for a Lot by a Prospective Live Auction Buyer will be accepted by the auctioneer.
4. In the event that the amount of a bid for a Lot in an Auction Venue (including bids in writing and bids by telephone) and the amount of a bid for a Lot through the Live Auction System are the same, the earlier bid made will take precedence, and in the event that it is not clear which one of the bids was made first, the determination of which bid to give precedence to shall be made by the auctioneers in their discretion.

Article 25. Circumstances in the Auction Venue

1. During an auction, it is not possible to see or hear images or movies of the circumstances in the Auction Venue or listen to sounds of the circumstances in the Auction Venue through the Live Auction Page or elsewhere on the Live Auction Website, and the Live Auction System Users shall not raise any objection thereto.
2. SBI shall make efforts such that the commencement, interruption, termination or

discontinuation of auctions or other circumstances concerning auctions can be confirmed by the Live Auction System Users on the Live Auction Website. However, SBI does not promise that such circumstances will be timely and accurately displayed or that the information sought by Live Auction System Users will be immediately displayed, and the Live Auction System Users shall not raise any objection thereto.

Article 26. Timing of the Formation of the Purchase and Sale Agreements for Lots

Notwithstanding Article 8, Paragraph 10 of the Conditions of Auction, if a Prospective Live Auction Buyer wins a bid for a Lot (i.e., if a Prospective Live Auction Buyer becomes a Successful Live Auction Bidder), a purchase and sale agreement between such Successful Live Auction Bidder and SBI shall take effect at the amount of the Successful Bid Price at the earlier time of when (i) the auctioneer strikes his or her hammer and the Successful Live Auction Bidder is able to view that fact using such Live Auction Website, or (ii) the Successful Live Auction Bidder receives an e-mail sent by SBI to the effect that such Successful Live Action Bidder has won the bid for the Lot.

Part 4. Standard Provisions

This Part 4 sets forth the particulars applicable to persons possessing IDs, Absentee Bid Applicants, Telephone Bid Applicants, and participants participating in the Online Auction System and Live Auction System (hereinafter, collectively, "Auction Systems") provided by SBI.

Persons who view the web page on which the Online Auction and Live Auction are held and the contents thereof (hereinafter, collectively, the "Auction Website"), Absentee Bid Applicants, Telephone Bid Applicants and others to whom this Part 4 applies (in each case including legal entities; hereinafter, collectively, "Auction System Users") must comply with these Terms & Conditions. Auction System Users will be deemed to have consented to this Part 4 in the event that they view the Auction Website.

Section 1. Procedures to be taken to Participate in an Auction

Article 27. State of Lots, etc.

Lots and Online Lots (hereinafter, collectively, the "Auction Lots") are, by their nature, not new, and therefore they are offered for sale in the auction and sold on an as-is basis, and SBI shall bear no liability whatsoever for blemishes, scratches or other defects or flaws, etc. Auction System Users acknowledge that they shall confirm the information about the Online Lots offered for sale

in the Online Auction or the Lots offered for sale in the Auction using the Online Auction Page, the preview set forth in Article 3 of the Auction Conditions, the Browsing Page prepared by SBI as set forth in Article 4 of the Auction Conditions, and other methods.

Section 2. Procedures to Be Taken after Online Auction

Article 28. Selection of Payment Method and Delivery Method

1. Within 10 days after the last day of an Online Auction Period (hereinafter, the “Online Auction Final Day”), a Successful Online Auction Bidder shall select, on the Online Auction Website, the method of payment (hereinafter, the “Payment Method(s)”) for an Invoiced Amount (as defined in Paragraph 2 of the following article) and the method of delivery (hereinafter, the “Delivery Method(s)”) of an Online Lot won by the Successful Bidder, and the Successful Bidder shall notify SBI of the result of such selection via the Online Auction Website through the method prescribed by SBI.
2. A Successful Online Auction Bidder may select a Payment Method from among (i) wire transfer, or (ii) credit card settlement or PayPal. Successful Absentee Bidders, Successful Telephone Bidders and Successful Live Auction Bidders shall make payment through only remittance to the bank account in Item a. of this paragraph. The details of the Payment Methods shall be as specified in the items below:
 - (1) Wire transfer

Successful Absentee Bidders, Successful Telephonic Bidders, Successful Online Auction Bidders and Successful Live Auction Bidders (hereinafter, collectively, “Successful Auction System Bidders”) shall remit the Invoiced Amount into the bank account designated by SBI to ensure SBI will receive such Invoiced Amount within the prescribed Payment Period (as specified in Paragraph 2 of the following article). Any remittance fees shall be borne by the Successful Auction System Bidder.

- (2) Credit card settlement or PayPal

Promptly after a Successful Online Auction Bidder selects its Payment Method, SBI shall send such Successful Online Auction Bidder an e-mail which specifies a URL of a web

page wherein such Successful Online Auction Bidder will enter information necessary for payment via credit card settlement or PayPal. On such web page, the Successful Online Auction Bidder shall enter information necessary for payment, such as credit card information and e-mail address, and make payment procedures. The Successful Online Auction Bidder can only use a credit card in the name of such Successful Online Auction Bidder as a Payment Method for an Invoiced Amount.

3. A Successful Online Auction Bidder may select a Delivery Method from among (i) receipt of Online Lot by visiting SBI, or (ii) shipping of Online Lot from SBI to Successful Online Auction Bidder. Successful Absentee Bidders, Successful Telephone Bidders and Successful Live Auction Bidders shall take receipt of the Lot by either visiting SBI to pick up the Lot or shipping the Lot by way of a "Delivery Order for Lot Won at Auction". The details of the Delivery Methods shall be as specified in the items below:

- (1) Receipt of Auction Lot by visiting SBI

A Successful Auction System Bidder shall, at his or her expense, receive the applicable Auction Lot by visiting SBI in person or cause such Successful Auction System Bidder's duly authorized agent or messenger to receive a Lot by causing him to visit SBI.

- (2) Shipping of Online Lot from SBI to Successful Online Auction Bidder

A Successful Online Auction Bidder shall, through the method prescribed by SBI, notify SBI of the information necessary for delivery as separately stipulated by SBI. SBI shall deliver the applicable Online Lot to a shipping company (including those selected by SBI and such Successful Online Auction Bidder) pursuant to the notice provided by such Successful Online Auction Bidder. In such case, SBI shall consider that delivery to such Successful Online Auction Bidder is deemed to have been completed at the time of delivery of the Online Lot to such shipping company.

- (3) Shipping of Lot by way of "Delivery Order for Lot Won at Auction"

A Successful Absentee Bidder, Successful Telephone Bidder, or Successful Live Auction Bidder may select delivery by way of shipment and instruct SBI accordingly by filling out the required items for shipment and sending to SBI a signed or sealed (with name affixed) "Delivery Order for Lot Won at Auction". In such case, SBI shall consider that delivery to such Successful Bidder is deemed to have been completed at the time of delivery of the Lot to such shipping company by SBI based on the instructions in the "Delivery Order for Lot Won at Auction".

Article 29. Payment of Invoiced Amount

1. When a Successful Online Auction Bidder has selected a Payment Method and Delivery Method in accordance with the preceding article and has notified SBI of the result of such

selections, SBI shall display on the Online Auction Website an invoice (hereinafter, an “Invoice”) which specifies (i) a Successful Bid Price for an Online Lot won by such Successful Online Auction Bidder, (ii) fees in an amount equal to the amount set forth below (amounts less than 1 yen shall be rounded down; hereinafter, “SBI Premium”) and (iii) consumption taxes on the SBI Premium. Promptly after the conclusion of an auction, SBI shall send by mail or e-mail to a Successful Absentee Bidder, Successful Telephone Bidder or Successful Live Auction Bidder who has specified a domestic Japanese address as its billing address an invoice specifying the Successful Bid Price for the Lot won by the Successful Absentee Bidder, Successful Telephone Bidder or Successful Live Auction Bidder, the SBI Premium equal to the amounts set forth below (amounts less than 1 yen shall be rounded down) and the consumption tax on the SBI Premium. To those who have specified an address outside of Japan as their billing address, SBI shall send an invoice by e-mail promptly after the conclusion of an auction.

- a. For an Online Auction, 15% of the Successful Bid Price
 - b. For a Live Auction, 15% of the Successful Bid Price
 - c. For absentee or telephone bids, 15% of the Successful Bid Price
1. Within 10 business days from an Online Auction Final Day or an Auction Final Day (excluding Saturdays, Sundays and holidays stipulated in the Act on National Holidays; hereinafter the same shall apply) (such period, hereinafter, “Payment Period”), a Successful Auction System Bidder must pay the invoiced amount stated in the applicable Invoice (hereinafter, “Invoiced Amount”) in Japanese yen through the Payment Method selected by such Successful Auction System Bidder.
 2. When a Successful Online Auction Bidder pays an Invoiced Amount through credit card settlement or PayPal and if any dispute arises between such Successful Online Auction Bidder and a credit card company or payment processing agent, etc., concerning payment of the Invoiced Amount or other financial obligations (including any troubles, complaints, litigation and any other disputes or controversies, whether in or out of court), such Successful Online Auction Bidder shall resolve the same at his or her sole responsibility and expense.

Article 30. Assumption of Risk and Transfer of Ownership

1. A Successful Bidder shall assume responsibility for any destruction, loss, theft, damage and defacement of the applicable Auction Lot and any other risks due to any cause not attributable to SBI on or after the execution of a purchase and sale agreement, and shall not be released from its obligation to pay the Invoiced Amount.
2. After a Successful Auction System Bidder has completed full payment of a Total Invoiced Amount (as defined in Article 18, Paragraph 1), the ownership of the Auction Lot shall be

transferred to such Successful Auction System Bidder at the time when SBI delivers such Auction Lot to such Successful Auction System Bidder.

Article 31. Delivery

1. Within 20 days after a Successful Auction System Bidder has completed payment of the applicable Invoiced Amount (however, if the last day of this period does not fall on a business day, then the immediately following business day; hereinafter, "Delivery Period"), SBI shall deliver the Auction Lot won by the Successful Auction System Bidder to such Successful Auction System Bidder pursuant to the Delivery Method selected by such Successful Bidder on the condition that such Successful Auction System Bidder has selected and notified the Delivery Method of such Auction Lot won by the Successful Auction System Bidder in accordance with Article 28, Paragraph 1; provided, however, that, if the Successful Auction System Bidder owes other financial obligations that have become due and payable to SBI in addition to the Invoiced Amount (the Invoiced Amount and all other financial obligations that have become due and payable to SBI hereinafter, collectively, "Total Invoiced Amount"), SBI shall not be required to deliver the Auction Lot to the Successful Auction System Bidder until the Total Invoiced Amount is paid in full.
2. If a Successful Auction System Bidder selects the option of receiving an Auction Lot by visiting SBI as his or her Delivery Method and when SBI confirms that the person visiting SBI to receive the Auction Lot as the Successful Auction System Bidder or the Successful Auction System Bidder's duly authorized agent or messenger (hereinafter, the "Recipient") after checking identification documents (as separately designated by SBI) presented by such Recipient, SBI shall deliver the Auction Lot to such Recipient on the condition that such Recipient submits SBI a receipt affixing its signature and seal thereunto. SBI shall bear no liability for any damage incurred due to the receipt of such Auction Lot by a third party other than the Successful Auction System Bidder despite the procedures prescribed in this paragraph having been followed.
3. If a Successful Auction System Bidder selects the option of receiving an Auction Lot by shipment from SBI to the Successful Auction System Bidder as his or her Delivery Method, and when SBI deems that a shipping company is SBI's or the Successful Auction System Bidder's duly authorized shipping company pursuant to the procedures prescribed by SBI, SBI shall deliver the Auction Lot to such shipping company. SBI shall bear no liability whatsoever for any damage incurred due to the receipt of such Auction Lot by a third party other than the Successful Auction System Bidder despite the procedures prescribed in this paragraph having been followed.
4. In the case set forth in the preceding paragraph, when the Successful Auction System Bidder

receives the Auction Lot from the shipping company, the Successful Auction System Bidder shall immediately issue SBI a receipt, affixing his or her signature and seal thereunto.

5. SBI shall bear no liability whatsoever for any accident that occurs after completion of the delivery of an Auction Lot (such as destruction, loss, theft, damage and/or defacement). Furthermore, SBI shall bear no liability for any accident, even when SBI arranges a shipping company or packages an Auction Lot upon a Successful Auction System Bidder's request, regardless of the selection of such shipping company or condition of such packaging. The Successful Auction System Bidder shall, at his or her responsibility and expense, procure insurance for the receipt of an Auction Lot.
6. After an Auction Lot has been delivered, the Successful Auction System Bidder may not make an assertion to SBI that the wrong Lot has been delivered; provided, however, that if SBI delivers, due to its mistake, any Lot that differs from the Auction Lot won by the Successful Auction System Bidder, the Successful Auction System Bidder shall promptly return such Lots to SBI.

Article 32. Expenses

If a Successful Auction System Bidder is unable to receive an Auction Lot within the Delivery Period, the Successful Auction System Bidder shall bear any expenses necessary to store and insure such Auction Lot as specified by SBI from the end of the Delivery Period until the date of receipt of the Auction Lot.

Article 33. Stolen or Lost Items

1. Prior to delivery of an Auction Lot to a Successful Auction System Bidder, if SBI receives a demand for return of such Auction Lot from a person who claims to be the true owner of the Auction Lot, or if it is found that purchase and sale of the Auction Lot is prohibited (including possession thereof being prohibited) under the applicable laws and regulations, regardless of whether the Auction Lot constitutes a stolen, lost or inherited item, or for any other reason, SBI may, without prior warning, terminate the purchase and sale agreement for such Auction Lot. In this case, SBI shall refund the Invoiced Amount without interest if SBI has already received such Invoiced Amount from the Successful Auction System Bidder and the Successful Auction System Bidder may not make any demand for compensation for damage or any other demand to SBI.
2. If a chief of police or other authority orders SBI to retain the custody of an Auction Lot pursuant to Article 21 of the Secondhand Articles Dealer Act (Act No. 108 of 1949) and the last day of the retention period falls after the expiration of the Delivery Period, SBI shall not deliver the Auction Lot until the last day of such retention period. In this case, the phrase

“within 20 days after a Successful Auction System Bidder has completed payment of the Invoiced Amount” in Article 31 Paragraph 1 shall be deemed to be replaced with “within 3 days after the last day of the retention period ordered by the Chief of Police, etc.” SBI shall not bear any liability for any damage arising from any delay in delivery due to the foregoing.

Article 34. Non-performance of Financial Obligations by Successful Bidder

If a Successful Auction System Bidder fails to pay a Total Invoiced Amount within a Payment Period, the following provisions shall apply:

- (1) The Successful Auction System Bidder must pay late payment fees at a rate of 14.6% per annum on the unpaid amount of the applicable Invoiced Amount (excluding consumption taxes).
- (2) If the Successful Auction System Bidder fails to pay the Total Invoiced Amount to SBI even after a warning from SBI, SBI may terminate the purchase and sale agreement; provided, however, that if the warning letter sent to the Successful Auction System Bidder is returned due to the absence or unknown address of the recipient or if the Successful Auction System Bidder refuses to accept the warning letter, SBI may terminate the purchase and sale agreement without providing a warning and the purchase and sale agreement shall be deemed to have been terminated at the time when SBI sent the termination notice to the Successful Auction System Bidder.
- (3) If the purchase and sale agreement is terminated pursuant to the preceding item, SBI may put up the Auction Lot for an Online Auction again or an on-site auction conducted by SBI (hereinafter, collectively, “Auctions”) without setting a Reserve Price or may sell the Lot to a third party (hereinafter, “Sale to a Third Party”). In this case, if the amount obtained by SBI from the Auctions or the Sale to a Third Party is less than the Invoiced Amount under the terminated purchase and sale agreement, the Successful Auction System Bidder must pay to SBI late payment fees at the rate of 18% per annum (in the event the Consumer Contract Act applies, at the rate of 14.6% per annum) on such difference, from the day of the formation of the terminated purchase and sale agreement until the day on which the payment of such difference is completed. Even if the amount obtained by SBI from the Auctions or the Sale to a Third Party is greater than the Invoiced Amount under the terminated purchase and sale agreement, the Successful Auction System Bidder may not in any way demand the payment of such difference.

Article 35. Guarantee of Authenticity

1. SBI makes no warranty regarding the authenticity of any Auction Lots. Successful Absentee Bidders, Successful Telephone Bidders, Prospective Online Auction Buyers

and Prospective Live Auction Buyers (hereinafter, “Prospective Auction System Buyers”) shall make bids for Auction Lots at their own responsibility and judgment.

2. Notwithstanding the provision of the preceding paragraph, in the case where the name of the artist of an Auction Lot is definitively and expressly displayed in the SBI Browsing Page or on the Online Auction Website (excluding cases where there is an indication to the effect that there is a dispute regarding the artist; that the name of the artist is based on an assumption, such as “(artist name) according to legend” or “assumed to be (artist name)’s work”; or an indication to the effect that the work belongs to a particular “group,” “studio,” “school,” etc., which cannot necessarily identify the artist), and in the case where it is expressly specified on the Online Auction Website that SBI makes a guarantee as to the authenticity of such Auction Lot, if it is later discovered that such Auction Lot is not the work of the artist as displayed on the Auction Website (excluding cases where:
 - (i) the work is generally recognized as being the work of the artist as displayed on the Auction Website pursuant to the level of knowledge of those skilled in the art at the time of the auction, etc.;
 - (ii) it is determined that such Auction Lot is not authentic by way of using a scientific analysis methodology not commonly available at the time of the auction in which such Auction Lot was won, etc. or using an analysis methodology that requires a substantial amount of money; or
 - (iii) it is determined that such Auction Lot is not authentic by way of using an analysis methodology not normally used, such as those causing harm to the work, or as a result of damage to the work) and if SBI recognizes that such Auction Lot is not authentic, SBI shall terminate the purchase and sale agreement upon request by the Successful Auction System Bidder and shall refund the Invoiced Amount in exchange for the return of such Auction Lot, but only when all of the conditions set forth below are satisfied; provided, however, that SBI shall bear no liability other than for the return of the Invoiced Amount and shall pay no interest or damages, etc., whatsoever.
 - (1) The Successful Auction System Bidder makes a written demand to SBI clearly specifying an Online Auction Period, Lot number and Successful Bid Price, along with reasonable and objective evidence that could convince SBI that such Auction Lot is not the work of the artist, within three years from the last day of the Online Auction or auction in which such Auction Lot was won by the Successful Bidder and within three months (if the Consumer Contract Act applies, within one year) after the Successful Bidder discovers that such Auction Lot is not authentic.
 - (2) The Successful Auction System Bidder transfers full ownership of such Auction Lot to SBI and delivers such Auction Lot to SBI in the same condition as that at the time

of the auction, etc.

Article 36. Matters to be Agreed

Upon using the Auction Systems, the Auction System Users agree in advance to the matters specified below, and shall not raise any objection thereto:

- (1) The Auction System Users shall use the Auction Systems pursuant to all laws, regulations and rules relating to the Auction Systems (hereinafter, "Laws") and these Terms & Conditions, and only to such extent as for the purposes intended under the Auction Systems. Furthermore, any use of the Auction Systems, including accessing the Auction Website, shall be conducted at the Auction System Users' responsibility.
- (2) The Auction System Users shall comply with the Laws and these Terms & Conditions. If an Auction System User breaches any Laws and/or these Terms & Conditions, SBI may, without providing prior notice to such System User, invalidate such user's ID and password and immediately suspend or terminate such user's use of the Auction Systems.
- (3) Any intellectual property rights (meaning copyrights, trademark rights and any other intellectual property rights; hereinafter, collectively, "Intellectual Property Rights") concerning all contents, texts, images, data, information and other materials displayed on or obtained from the Auction Website (hereinafter, collectively, "Contents") shall belong to SBI or another duly authorized person and no Intellectual Property Rights shall be transferred to any Auction System User due to his or her use of the Auction Systems.
- (4) SBI shall collect and store history records, such as the timing of the Prospective Auction System Buyers' and Successful Auction System Bidders' submission of bids for Auction Lots, the Auction Lots subject to the submission of bids, the amounts of bids, the results of bids, and other history pertaining to the use of the Auction Systems (hereinafter, "Usage Records").
- (5) Unless there is a reasonable cause, SBI shall not accommodate any request from an Auction System User for access, disclosure, modification or deletion of any Usage Records.
- (6) SBI may, at its discretion, dispose of or delete any Usage Records, unless the foregoing constitutes a breach of any Laws.
- (7) SBI may, without providing prior notice to an Auction System User, suspend or terminate all or any part of the services pertaining to the Auction Systems if any of the following events occur:
 - (i) Any failure in equipment, devices and lines for providing services pertaining to the Auction Systems (hereinafter, "Necessary Equipment") occurring due to any reason

- not attributable to SBI, such as an act of God, civil war, civil commotion or other unforeseen event;
- (ii) Any maintenance necessary for repair and maintenance of the Necessary Equipment being conducted; or
 - (iii) SBI deciding, at its discretion, to suspend or terminate the provision of services pertaining to the Auction Systems.
- (8) If any third party logs into the Auction Website and uses the Auction Systems by way of using any ID and password of an Auction System User, SBI shall conduct transactions deeming such use to have been made by the Auction System User to whom such ID and password have been assigned.
- (9) The Auction System User shall resolve, at such user's responsibility and expense, any and all disputes arising between such Auction System User and any third party (including conflicts, claims, lawsuits and all other judicial or extra-judicial disputes or controversies) due to use of the Auction Systems, including any acts on the Auction Website or the Live Auction Website.

Article 37. Exemptions

The Auction System Users hereby agree that SBI shall bear no liability whatsoever for any damage incurred by the Auction System Users arising from any of the events specified below, unless such damage is caused by the willful misconduct or gross negligence of SBI:

- (1) The procedures for a Preliminary Bid set forth in Article 6, Article 7, Article 16, Article 17, Article 21 and Article 23 not being conducted in a normal manner due to any flaw, malfunction or failure of devices, systems or communication lines used by the Prospective Auction System Buyer and/or SBI, any unauthorized access or alteration of data transmitted/received, or any other reason, or a Prospective Auction System Buyer being unable to participate in an auction because the Preliminary Bid of the Prospective Auction System Buyer did not arrive at SBI, etc.;
- (2) Any submission of a bid through the Auction Systems not being conducted in a normal manner or any submission of a bid in an auction not being reflected in a timely and accurate manner due to any flaw, malfunction or failure of devices, systems or communication lines used by an Auction System User and/or SBI, any unauthorized access or alteration of data transmitted/received, or any other reason;
- (3) While an auction is being held, the status of increases in the Intended Purchase Price of an Auction Lot in the Auction Venue not being reflected in a timely and accurate manner due to any flaw, malfunction or failure of devices, systems or communication lines used by an Auction System User and/or SBI, any unauthorized access or alteration of data

transmitted/received, or any other reason;

- (4) Use of the Auction Systems causing any flaw, malfunction or failure of devices, systems or communication lines used by an Auction System User or any unauthorized access or alteration of data transmitted/received;
- (5) Provision of all or any part of the services of the Auction Systems being suspended or terminated due to any of the events set forth in Article 36 (7);
- (6) An Auction System User incurring any damage due to its use of any Contents or any web pages and contents comprised thereof linked from the Live Auction Website; or
- (7) Any third party logging into the Auction Website and using the Auction Systems by way of using an ID and password owned by an Auction System User.

Section 3. Prohibited Matters

Article 38. Prohibited Matters

In addition to the matters separately set forth in these Terms & Conditions, upon use of the Auction Systems, the Auction System Users must not engage in any of the matters specified below. If SBI incurs any damage (including, without limitation, attorney's fees, special damage or indirect damage) as a result of an Auction System User engaging in any of the matters specified below, such Auction System User shall immediately provide SBI with compensation for such damage:

- (1) Duplicating, storing, processing, modifying, using or disposing of any Contents without the prior written approval of SBI;
- (2) Disclosing any information obtained through use of the Auction Systems (including, without limitation, personal information) to a third party or using such information for any purpose other than the purpose of using the Auction Systems;
- (3) Engaging in any act of placing a burden on the Auction Systems, any act of disrupting access or operation by other Auction System Users and/or any act of obstructing or disrupting SBI's business and/or network system;
- (4) Logging into the Auction Website and using the Auction Systems by way of using an ID and password owned by another Auction System User; or
- (5) In addition to the above items, engaging in any act in breach of the Laws, these Terms & Conditions and/or the matters designated by SBI.

General Provisions

Article 39. Revision of Terms & Conditions

1. SBI may, at its discretion, revise these Terms & Conditions to the extent not contrary to the

Laws, and the Auction System Users shall comply with any such revision.

2. The contents of these Terms & Conditions may change as needed. Relevant users shall confirm the latest version of these Terms & Conditions each time they use the services provided by SBI.
3. In the event an Auction System User uses a Covered Service following a change of the contents of these Terms & Conditions by SBI in accordance with the preceding paragraph, such Auction System User will be deemed to have consented to such change to these Terms & Conditions.
4. In the event there exist any warnings, etc. provided by SBI in the services, such warnings, etc. shall constitute a part of these Terms & Conditions.
5. When SBI revises these Terms & Conditions, SBI notifies on the SBI website about the revisions made on the contents of these Terms & Conditions, the contents of these Terms & Conditions after revision and the date when those revisions become effective.

Article 40. Prohibition of Assignment of Receivables

The Auction System Users shall not, without the prior written approval of SBI, assign their rights against or duties toward SBI or their position under these Terms & Conditions, and shall not offer their rights or position hereunder as collateral.

Article 41. Exclusion of Anti-Social Forces

1. The Auction System User represents and promises that, both at present and in the future, such Auction System User and its officers, etc. are not and will not become organized crime groups, members of an organized crime group, persons/organizations for whom five years have not yet passed since leaving an organized crime group, quasi-members of an organized crime group, companies related to an organized crime group, corporate racketeers, political racketeers, special intellectual violent organizations, or any persons/organizations equivalent to any of the foregoing (hereinafter, collectively, “Anti-Social Forces”), and further represents and promises that none of the following relationships apply or will apply thereto:
 - (1) A relationship with any Anti-Social Forces in which it is deemed that such Anti-Social Forces control the management of such Auction System User;
 - (2) A relationship with any Anti-Social Forces in which it is deemed that such Anti-Social Forces are substantially involved in the management of such Auction System User;
 - (3) A relationship with any Anti-Social Forces in which it is deemed that such Anti-Social Forces are wrongfully used such as for the purpose of ensuring unjustified

- benefits to such Auction System User or a third party or for the purpose of inflicting harm on a third party;
- (4) A relationship with any Anti-Social Forces in which it is deemed that funds or benefits are being provided to such Anti-Social Forces; or
 - (5) A relationship in which an officer or a person substantially involved in the management of such Auction System User has a socially reprehensible relationship with such Anti-Social Forces.
2. The Auction System User promises not to engage in, either by such Auction System User or through causing any third party to engage in, any of the following acts:
 - (1) Making violent demands;
 - (2) Making improper demands in excess of legal responsibility;
 - (3) Making threatening statements or actions or using violent acts in relation to transactions;
 - (4) Damaging SBI's reputation or interfering with SBI's business operations by spreading rumors or using fraudulent means or force; or
 - (5) Engaging in any act similar to any of the preceding items.
 3. If an Auction System User is in breach of any of the preceding items or SBI reasonably suspects that an Auction System User is in breach of any of the preceding items, SBI may, without being required to provide any notice or take any procedure, immediately suspend all or any part of transactions with such Auction System User and/or terminate all or any part of any agreement with such Auction System User. SBI shall not be under any obligation whatsoever to explain or disclose to such Auction System User any content and/or basis of such reasonable suspicions, and shall bear no liability whatsoever, even in the case of such Auction System User incurring damage as a result of or in relation to such suspension of transactions or the termination of agreements.
 4. If SBI incurs any damage as a result of an Auction System User's breach of the provisions set forth in Article 14, Paragraphs 1 and 2, such Auction System User shall be liable to provide SBI with compensation for such damage.

Article 42. Governing Law

These Terms & Conditions shall be governed by the laws of Japan.

Article 43. Court of Agreed Jurisdiction

The Tokyo District Court shall be the exclusive court of jurisdiction in the first instance with respect to all disputes concerning these Terms & Conditions and the Auction Systems.

This English translation of the original document in Japanese is provided for the convenience of participants; however, in the case of any discrepancy between the English and Japanese versions or any question of interpretation, the Japanese document shall control.