

Agreement for Use of the Hokkaido Expressway Pass

(General principles)

Article 1. This agreement applies to the Hokkaido Expressway Pass (hereinafter: “the HEP”) offered by East Nippon Expressway Co., Ltd. (hereinafter: “NEXCO”).

Article 2. The following terms in this agreement shall have the following meanings unless otherwise provided for:

- (1) “Designated Car Rental Company” shall mean any private automobile rental company designated by NEXCO as an entity that rents cars in which the HEP can be used.
- (2) “Designated ETC Card” shall mean the ETC credit card that the Designated Car Rental Company has authorized HEP users to use.
- (3) “Foreigner and Other” shall mean a foreigner with status of residence in Japan, as defined by Japanese immigration law, or a Japanese who has obtained permanent residency in a foreign country from the relevant foreign government.

(Intended vehicles)

Article 3. Vehicles for which the HEP can be used are limited to those rented from a Designated Car Rental Company.

(Intended area of use)

Article 4. The HEP can be used only on expressways in Hokkaido managed by NEXCO.

(Period of use)

Article 5. The HEP can be used for a period of two or more consecutive days from 29th of July 2011 to 31st of October 2011. Application for the dates of use shall be made in advance.

(Conditions of use)

Article 6. To use the HEP on expressways, the following conditions must be met.

- (1) The user must be a Foreigner or Other
- (2) The user must carry his or her passport or permanent residency permit that proves compliance with the conditions of the preceding paragraph
- (3) The user must use the Designated ETC Card
- (4) The user must consent to this agreement

(Usage Instructions)

Article 7.1. The HEP user shall rent a vehicle, and receive a Designated ETC Card from a Designated Car Rental Company.

7.2. The HEP user is requested to drive on expressways in compliance with relevant laws and directions for use of ETC, using the car and the Designated ETC Card specified in the preceding paragraph.

7.3. The roadside indicator at the tollgate and the monitor or audio guidance of the ETC onboard equipment will indicate the toll fare to be paid by non-HEP users. If the conditions for use of HEP are met, the indicated amount will not be charged.

7.4. Upon completion of the travel itinerary, the car and the Designated ETC card shall be returned to the Designated Car Rental Company.

(Personal information)

Article 8. NEXCO is authorized obtain personal information from the Designated Car Rental Company in order to identify the HEP user.

(Disclaimer)

Article 9. NEXCO will assume no responsibility for any damages suffered by HEP applicants from the following:

- (1) When use of the HEP has been affected because of ETC conditions that are not attributable to NEXCO's fault
- (2) When use of the HEP has been affected because of road closure or traffic hindrance (such as traffic congestion, etc.)
- (3) When use of the HEP has been affected because of natural disasters or other causes outside of human control

(Revision of the agreement)

Article 10. This agreement is subject to change under special circumstances.

15th of July 2011
Hokkaido Branch,
East Nippon Expressway Co., Ltd.