



SALE AND PURCHASE AGREEMENT

No. AM -

Kisarazu, Japan.

Date:

Action Motors Ltd, referred to in the text of the agreement as the "Supplier" with registered company Address **1-6-28 Takasago Kisarazu-Shi Chiba, Japan 292-0016** and

referred to in the text of the agreement as the "Customer", on the other hand, have concluded this agreement as follows:

1. Subject of the agreement

1.1. The Supplier undertakes to perform legal and other actions on behalf of the Customer, but at the expense of the Customer, or on behalf and at the expense of the Customer under flexible commissions structure.

1.2. The Supplier acquires rights and becomes obligated under agreement made with a third party on its own behalf at the expense of the Customer.

1.3. Under the agreement made by the Supplier with a third party on behalf of and at the expense of the Customer, the rights and obligations arise for the Customer.

1.4. In accordance with this agreement, the Supplier undertakes, on behalf of the Customer, to organize the purchase of a motor vehicle (hereinafter referred to as the Vehicle) at car auctions in Japan and deliver such a Vehicle to the place of receipt of the Vehicle in accordance with the Customer's application.

1.5. In order to fulfill the Customer's order, the Supplier undertakes to perform the following actions:

- to purchase the Vehicle specified by the Customer at an auction in Japan;
- to deliver the purchased vehicle to the port of loading in Japan;
- to deliver the purchased vehicle by sea to the port indicated by the client;

1.6. To carry out the actions specified in clause 1.5. of this agreement, the Supplier concludes on its own behalf the necessary agreements, including agency agreements, signs the necessary documents, and also makes the necessary payments.

2. Procedure for execution of the contract

2.1. The Customer undertakes to transfer to the Supplier's settlement account a deposit in the amount of ¥100,000 (One Hundred Thousand) Japanese Yen for each Vehicle before placing bids or before the start of trading in the Supplier's system. The amount of the deposit will be credited towards the payment for the purchased vehicle. The deposit return procedure is described in clause 3.1.6.

2.2. After signing this agreement, the Supplier provides the Customer with comprehensive information support on the selection and acquisition of a vehicle selected by the Customer at the auction, namely: translation of the auction list, forecasting the final price;

2.3. The Customer's confirmation for the purchase of the selected vehicle is communicated to the Supplier no later than four hours before the opening of the auction by phone, e-mail or text message.

3. Rights and obligations of the parties

3.1. The Supplier undertakes:

3.1.1. Provides the Customer with an opportunity to participate in official Japanese auto auctions.

3.1.2. Within 2 days from the date of making the bid for the vehicle declared by the Customer, inform him of the completed or failed purchase of the vehicle.

3.1.3. Upon receipt of confirmation of the purchase in favor of the Customer, specified in the agreement, ensure the delivery of this Vehicle to the point of dispatch (port of departure) at the discretion of the Supplier. The port of departure may be changed at the request of the Customer, and all costs associated with this are charged to the Customer.

3.1.4. At the request of the Customer, organize the delivery of the car purchased in his favor, after its shipment from the port of departure and arrival at the port of destination.

3.1.5. Transfer to the shipper the Vehicle purchased by the Customer after payment of all costs and expenses incurred by the Supplier related to the acquisition and delivery of the Vehicle purchased by the Customer.

3.1.6. Within 10 banking days, return the deposit amount, at the request of the Customer, in case of a failed transaction at the auction due to the insufficiency of the price offered by him. The advanced payment will be returned minus 1.2% (Bank charges for transfer in the favor of an individual).

3.2. The Customer undertakes:

3.2.1. Provides the Supplier with an application (order) indicating all the necessary information necessary for the execution of this contract.

3.2.2. Contribute to the Supplier, as a security for the performance of this agreement, the advance payment, as well as pay the cost of the vehicle purchased in its favor and the costs associated with its acquisition, as well as the Supplier's remuneration in the terms and in the manner specified in section 5 of this agreement.

3.2.3. Having received from the Supplier information about the completed or failed transaction for the purchase of the vehicle ordered by him, confirm its receipt by sending a confirmation to the Supplier by phone, e-mail or text message.

4. Procedure for settlements under the contract

4.1. Payment of the Supplier's remuneration and expenses for the purchase and delivery of the Vehicle purchased in favor of the Customer is carried out by the Customer in the following order:

4.1.1. Within 3 (three) banking days from the date of the auction, as a result of which the Vehicle was purchased by the Supplier at the request of the Customer, the Customer pays,

according to the details provided by the Supplier, in full the auction price of the Vehicle and the cost of delivering the Vehicle (costs in Japan) to the port of dispatch on the basis of the results of the auction and the invoice issued by the Supplier.

4.2. Form of payment - transfer to the Supplier's bank account in Japanese yen.

4.3. After the Supplier fulfills the Customer's order in full, the parties make an updated calculation of the contract price and make final mutual settlements.

5. Liability of the parties

5.1. In case of delay in payments, the Customer is obliged to pay the Supplier before receiving the Vehicle a penalty in the amount of 0.1% of the value of the Vehicle with daily accrual. The vehicle is not transferred to the Customer until the payment of a penalty fee for late payment is done.

5.2. If the Customer refuses to make payments after the purchase of the vehicle at the auction, this agreement is considered terminated. The Customer is obliged to reimburse the Supplier for direct losses caused by the termination of this agreement in the amount of 30 (thirty) percent of the total estimated cost of the Customer's car (not including the cost of shipping)

5.3. In case of delay in fulfillment by the Supplier of obligations under this Agreement, the Supplier shall pay to the Customer a penalty in the amount of 0.1% of the cost of the Supplier's services for each day of delay.

5.4. The party guilty of causing losses to the other party shall reimburse them in full.

5.5. Measures of responsibility of the parties not provided for in this agreement are applied in accordance with the norms of the civil legislation of Japan.

6. Procedure for resolving disputes

6.1. Any disagreements arising in the process of execution of this contract shall be resolved by the parties through negotiations. If an agreement is not reached, the interested party has the right to apply to the court in the manner prescribed by law.

6.2. The parties do not have the right to refuse to execute this agreement unilaterally (with the exception of clause 6.3. of this agreement).

6.3. Any additions and changes are valid if they are made in writing and signed by authorized representatives of the parties.

7. Special conditions

7.1. In the event of termination by the parties of the contract at the initiative of the Customer, the costs incurred by the Supplier shall be deducted from the advance paid by him.

7.2. From the moment of signing this agreement, the Customer, when resolving any issues arising related to the implementation of the agreement, refers to the number and date of this agreement.

7.3. The Supplier is released from liability for non-performance or improper performance of its obligations under this Agreement, if it proves that the non-performance or improper performance occurred due to the influence of force majeure circumstances.

8. Duration of the contract and final provisions

8.1. The agreement comes into force from the moment of its signing by the parties and is valid until the parties fulfill their obligations in full or for 12 months from date of signing.

8.2. The contract is considered to be automatically extended for one year, if none of the parties has declared its termination in writing at least two months before the termination date of the contract.

8.3. This agreement is drawn up in English in two copies, having the same legal force, one for each of the parties. The parties intend to conclude this agreement by facsimile and / or exchange of scanned, signed and sealed copies of agreements by email, and the signatures of the parties on documents transmitted and received by fax and e-mail have the force of handwriting.

9. Force majeure circumstances

9.1. In the event of circumstances that prevent partial or complete fulfillment of obligations under this Agreement by one of the parties, and such obligations include: floods, earthquakes, political sanctions, other natural disasters, as well as wars, moratoriums, interruptions in the operation of railway and sea transport, lack of seats on ships when dispatched from Japan, the term for fulfilling obligations under this Agreement will be extended by the period of time during which these circumstances and consequences will operate.

9.2. If the above circumstances last for more than 6 months, each party (Supplier and Customer) has the right to cancel the further performance of this Agreement, in which case neither party can claim compensation for the damage caused. The party for which it has become impossible to further fulfill obligations under this Agreement must inform the other party within 10 days of the beginning and end of the circumstances that prevent the further fulfillment of obligations.

10 Immediate Termination

10.1 In the event that any of the above conditions are not fulfilled by the customer, the contract will be terminated immediately.

Information of the parties and bank details

Supplier:

Action Motors Ltd

Address:	1-6-28 Takasago Kisarazu, Chiba Japan, 292-0016
SWIFT / BIC	SMBCJPJT
Bank name	SUMITOMO MITSUI BANKING CORPORATION TOKYO
Bank address	1-1-2 MARUNOUCHI CHIYODA-KU TOKYO, JAPAN
Account number	633-6668257
Account name	Action Motors

For a payment in Japan:

Bank name	RAKUTEN BANK
Bank branch	(251) FIRST SALES BRANCH
Account number	Deposit account 7985220
Account name	Action Motors

Office tel: +81 438 9777 63
Office Fax: +81 438 9777 64
Mob: +81 80 2115 0777
WhatsApp: +81 80 2115 0777
Telegram: +81 80 2115 0777

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アクションモーターズ株式会社
Tel 0438-97-7763 Fax 0438-97-7764



Customer: *

Address: *

Name: _Director: *

Signature: _____