

附錄十二 日本國海事仲裁

Rules of Arbitration
Tokyo Maritime Arbitration Commission (TOMAC)
The Japan Shipping Exchange, Inc (2001)

Made 13th September, 1962
Last amended 15th June, 2001
In force 1st September, 2001

THE RULES OF ARBITRATION
TOKYO MARITIME ARBITRATION COMMISSION (TOMAC)
THE JAPAN SHIPPING EXCHANGE, INC.

Made 13th September, 1962
Last amended 25th November, 2003
In force 1st March, 2004

Article 1. [Purpose of these Rules]

These Rules apply to arbitrations to be held at The Japan Shipping Exchange, Inc. (hereinafter referred to as "JSE").

Article 2. [Arbitral Tribunal]

(1) Arbitration described in the preceding Article shall be performed by the Arbitral Tribunal (including the case of a sole arbitrator, hereinafter referred to as "the Tribunal") to be constituted by arbitrators appointed in accordance with Article 15 or 16 hereof.

(2) The Tribunal shall perform arbitration independently of JSE and the Tokyo Maritime Arbitration Commission (hereinafter referred to as "TOMAC").

(3) The Tribunal may continue the arbitral proceedings notwithstanding the assertion by a party of the invalidity or non-existence of the arbitration agreement. In such a case, the Tribunal may determine prior to the arbitral award that the arbitration agreement is valid.

Article 3. [Relation between an Arbitration Agreement and these Rules]

Where the parties to a dispute have, by an arbitration agreement entered into between them or by an arbitration clause contained in any other contract between them, stipulated that any dispute shall be referred to arbitration of JSE or arbitration in accordance with its rules, these Rules (or such version of these Rules in force at the time the application for arbitration is referred) shall be deemed to constitute part of such arbitration agreement or arbitration clause.

Article 4. [Secretariat of Arbitration]

The Secretariat of JSE shall assume and conduct for TOMAC or the Tribunal all administrative matters provided for in these Rules or directed by TOMAC or the Tribunal.

Article 5. [Documents to be Filed for Application for Arbitration]

(1) Any party desirous to apply for arbitration (hereinafter referred to as "the Claimant") shall file with the Secretariat the following documents:

The Statement of Claim;

A document evidencing the agreement that any disputes shall be referred to arbitration of JSE or arbitration in accordance with its rules;

Documentary evidence in support of the claim, if any;

Where the Claimant is a body corporate, a document evidencing the capacity of its representative;

Where an agent or attorney is nominated by the Claimant, a document empowering that person to act on behalf of the Claimant.

(2) The documents under the preceding Article shall be submitted in the number of copies as instructed by the Secretariat.

Article 6. [Particulars to be Specified in Statement of Claim]

The following items must be included in the Statement of Claim:

The names and addresses of the parties (in case of a body corporate, the address of its head office or main place of business, its legal name, the name of its representative and such representative's capacity);

The relief or remedy sought and grounds thereof.

Article 7. [Acceptance of Application for Arbitration]

(1) Where the Secretariat has acknowledged that the application for arbitration conforms with the requirements of the preceding two Articles, the Secretariat shall accept it, provided that where special circumstances are acknowledged, the Secretariat may accept the application for arbitration on condition that the documents required in items 3, 4, or 5 of Article 5 shall be filed later.

(2) Where an application for arbitration is accepted under the preceding paragraph, a claim made in arbitral proceedings shall give rise to an interruption of limitation (protection of time bar) as of the day on which such application has arrived at the office of JSE. Provided, this shall not apply where the arbitral proceedings have been terminated for a reason other than the arbitral award.

Article 8. [Attempt of Conciliation]

- (1) The Secretariat may, after accepting a application for arbitration, recommend in the interest of a simple, speedy and amicable resolution of the parties' dispute the parties to first conciliate the dispute which is the subject of arbitration.
- (2) Where the parties agree to conciliate their dispute in accordance with the preceding paragraph, TOMAC shall suspend the arbitral proceedings until the termination of conciliation proceedings.
- (3) The conciliation shall be conducted by one conciliator, who shall be appointed by Chairman of TOMAC, within 60 days from the day on which the agreement referred to in the preceding paragraph is reached between the parties.
- (4) The conciliation proceedings shall be in accordance with the Conciliation Rules of JSE (hereinafter referred to as the "Conciliation Rules") unless otherwise provided for in this Article.
- (5) If the dispute is resolved by conciliation, the Filing Fee for arbitration shall be appropriated as part of the preliminary investigation fee and conciliation fee under the Conciliation Rules.
- (6) The conciliator may become an arbitrator in the arbitral proceedings subsequent to the failure of the conciliation attempt only if the parties so agree.
- (7) The Arbitration Fee for the resumed arbitral proceedings shall be the sum in accordance with the Tariff of Fees for Arbitration, minus any conciliation fee paid.

Article 9. [Instruction for Filing of Defense and Supplementary Statements]

- (1) Where the Secretariat has accepted the application for arbitration, it shall forward to the other party (hereinafter referred to as "the Respondent") a copy of the Statement of Claim together with copies of the documentary evidence submitted, and shall instruct the Respondent to send to the Secretariat and the Claimant respectively the Defense and documents in support of the defense, if any, as well as a document evidencing the capacity of the Respondent if it is a body corporate within 21 days from the day of receipt of such instruction, provided that an allowance of a reasonable longer period will be granted to the Respondent in cases where its address, its head office or main place of business is located in a foreign country, or special circumstances are acknowledged.
- (2) Where the Respondent nominates an agent or attorney, the Respondent shall file, on filing of the Defense, a document empowering the agent or attorney to act on its behalf.
- (3) When the Claimant has received the Defense and documentary evidence, if any, the Claimant shall, if it has any objection to the Defense, send its Supplementary Statement and further documentary evidence, if any, to the Secretariat and the Respondent, respectively, so

that such Supplementary Statement and further documentary evidence, if any, are received within 14 days from the day of receipt by the Claimant of the Defense and documentary evidence, if any.

(4) In the event of any further Supplementary Statement and documentary evidence being filed, the procedures provided in the preceding paragraph shall be repeated.

(5) The Defense, Supplementary Statements and documentary evidence may be submitted via e-mail, fax or similar method, provided that the sending party shall bear the burden of proving that the copies are identical to the originals and that it has in fact forwarded such documents to the other party.

(6) The documents under this Article shall be submitted in the number of copies as instructed by the Secretariat.

Article 10. [Service of Documents]

Documents relating to arbitration shall, unless handed in person to the other party or its agent, be served to the address, habitual residence, place of business or office of the party indicated in the Statement of Claim, to the address of its agent or attorney or to the place where the party designates.

Article 11. [Counterclaim by the Respondent]

(1) If the Respondent wishes to apply for arbitration of a counterclaim arising out of the same cause or matter, as a rule, he must do so within the period stipulated in Article 9(1).

(2) Counterclaim applications made within the period specified in the preceding paragraph shall, in principle, be heard concurrently with the arbitration applied for by the Claimant.

Article 12. [Amendment of the Claim]

Amendment of the claim, if any, must be made prior to appointment of the arbitrators, provided, however, that such amendment may be made even after the arbitrators are appointed where approval of the Tribunal is obtained.

Article 13. [Place of Arbitration]

(1) The place of arbitration shall be Tokyo or Kobe.

(2) Where no place of arbitration is designated in the arbitration agreement or the arbitration clause, Tokyo shall be the place of arbitration.

(3) Where it is not clear whether the arbitration agreement or the arbitration clause designates Tokyo or Kobe as the place of arbitration, and no mutual consent of the parties is obtained, arbitration shall be performed in Tokyo.

Article 14. [Qualification of Arbitrators]

The arbitrator(s) shall be appointed from among the persons who are listed on the Panel of TOMAC Arbitrators and who have no connection with either of the parties or with the matter in dispute. However, TOMAC may appoint a person or persons not on the Panel if TOMAC deems such appointment necessary.

Article 15. [Appointment of Arbitrators in Two Parties' Case]

(1) Each party shall nominate an arbitrator from among the persons satisfying the requirement under the preceding Article and the two arbitrators thus nominated shall, unless otherwise agreed, nominate a third arbitrator who satisfies such requirement. Provided, however, the two nominees may by agreement nominate a person who is not listed on the Panel of TOMAC Arbitrators.

(2) The Claimant, within 15 days from the date of its application for arbitration and the Respondent, within 15 days from the receipt of the application for arbitration, shall nominate an arbitrator. Each party shall notify the other party and the Secretariat of the name of the nominee. The two nominees shall nominate the third arbitrator within 30 days of their nomination and notify each party and the Secretariat of the name of the nominee of the third arbitrator.

(3) TOMAC shall appoint the persons nominated pursuant to the preceding paragraph as arbitrators. When the parties have nominated the same person and have no objection to a sole arbitrator, such person shall be a sole arbitrator.

(4) Where a party does not make the nomination in accordance with the preceding paragraphs (1) and (2), or where the arbitrators nominated do not nominate the third arbitrator, or where the parties entrust thereto the appointment of arbitrators or the third arbitrator, TOMAC shall make such appointments taking into account the parties' intention.

(5) The appointment of arbitrators by TOMAC shall be made by consultations of the Chairman and Vice-Chairmen thereof.

Article 16. [Appointment of Arbitrators in Multi-parties Case]

Unless otherwise agreed by the parties, where there are more than two parties to an arbitration, TOMAC shall appoint an arbitrator or arbitrators taking into account all parties' intention.

Article 17. [Appointment of Substitute Arbitrators]

Where a vacancy occurs amongst the arbitrators due to death, resignation or other reasons, a substitute arbitrator shall be appointed in accordance with the provisions of the preceding two Articles.

Article 18. [Obligations and Punitive Provisions for Arbitrators]

- (1) Arbitrators shall carry out their duties fairly and justly, treating the parties equally.
- (2) Arbitrators shall not privately associate with the parties, their agent, attorney or other related persons in regard to the matter in question.
- (3) Arbitrators shall not reveal to third parties the contents of the arbitration, the names of the parties or anything else related to the matter in question.
- (4) An arbitrator in violation of any of the preceding three paragraphs shall resign immediately.
- (5) TOMAC may remove the arbitrator in the preceding paragraph from the Panel of Arbitrators.

Article 19. [Disclosure by Arbitrators]

- (1) Arbitrators appointed in accordance with Sections 14 to 16, shall, within 7 days of being appointed, provide to the Secretariat a document indicating any circumstances which may give rise to doubts concerning their impartiality or independence, and the Secretariat shall forward copies of same to the parties.
- (2) An arbitrator, during the course of the arbitral proceedings, shall without delay submit a document disclosing any such circumstances described in the preceding paragraph to the Secretariat, who shall send a copy of such document to all parties and other members of the Tribunal.
- (3) The disclosure in the preceding two paragraphs shall include whether the arbitrator has any close personal, commercial or other relationship with the following:
 1. Parties to the arbitration
 2. Subsidiary companies or other companies related to the parties
 3. Parties' agents
 4. Other appointed arbitrators
- (4) When a party does not file a motion to challenge the arbitrator within 7 days from the day of receipt of the disclosure document referred to in the preceding paragraph (1) or (2), it shall be deemed that the party has no objection to the disclosure in the preceding paragraph (1) or (2).

Article 20. [Challenge of an Arbitrator]

- (1) Where a party desires to challenge an arbitrator, it must do so by making a motion of challenge to TOMAC in writing showing the name of the arbitrator to be challenged and the grounds for challenge.

(2) Where the motion of the preceding Article is made, the arbitral proceedings shall be suspended until the advice provided in paragraph (4) is given. TOMAC shall constitute an Arbitrator Challenge Review Committee (hereinafter referred to as "the Committee") of three persons whom TOMAC shall, by consultations of Chairman and Vice-Chairmen, appoint from among those on the Panel of TOMAC to decide whether the challenge to the arbitrator shall be accepted or dismissed.

(3) The Committee shall, in principle, give an answer to approve or not the challenge within 30 days of the establishment of the Committee.

(4) Where the Committee decides that the grounds for challenge exist in respect of the arbitrator in question, a substitute arbitrator shall be appointed in accordance with the provisions of Article 17.

(5) Where a substitute arbitrator is appointed in accordance with the preceding paragraph or where the Committee concludes that the challenge of the arbitrator is not approved, the Secretariat shall so advise the parties.

(6) Where a challenge has been filed, the arbitrator may voluntarily resign from its office. However, in such case it shall not be deemed that there exists any ground for challenge.

Article 21. [Parties' Obligations]

(1) The parties must follow the instructions the Tribunal gives for the purpose of facilitating the arbitral proceedings.

(2) Where a party, whether willfully or in gross negligence, fails to submit its statements or documentary evidence within a reasonable period or delays in applying for the hearing of a witness or expert witness such that the Tribunal deems it will unreasonably delay the conclusion of the proceedings, the Tribunal may dismiss such submission or application.

(3) The arbitral proceedings and record are not public information and the parties, their agents or attorneys or any other persons concerned shall not reveal to third parties the contents of the arbitration, the names of the parties or anything else related to the pending matter in question.

Article 22. [Oral Hearings]

(1) The Tribunal shall conduct oral hearings, at which the parties shall have an opportunity to attend. However, where it deems it unnecessary, the Tribunal may examine only documents submitted without any oral hearing.

(2) The Tribunal shall fix the date and time (hereinafter referred to as "the fixed date") and the place for the oral hearing, if any, and give notice thereof to the parties at least 7 days prior to the fixed date, unless prevented by special circumstances.

Article 23. [Appearance of Parties, Witnesses, etc.]

- (1) The parties (in case of a body corporate, representative thereof) or their agents or attorneys must appear in person before the Tribunal at the fixed date, in order to gain hearing.
- (2) Any party may have the person in charge of the matter in dispute appear at the hearing and testify orally. If the other party has doubts as to the power of such person, the party concerned must prove that such person is empowered to act on its behalf.
- (3) The parties must communicate to the Secretariat in writing, by e-mail or fax prior to the fixed date, the names of the parties, agents, witnesses or expert witnesses who are expected to appear, and in case of witnesses or experts, the contents of testimonies or appraisals to be given by them.
- (4) Where any party, agent or attorney, or person provided in the preceding paragraph (2) does not appear before the Tribunal, at the fixed date, the Tribunal may make its award on the basis of the documentary evidence or other documents filed by the parties.
- (5) The Tribunal may, when it deems appropriate, and after taking into consideration the views of the parties, hold a hearing of any of the parties or persons concerned or witnesses, experts in such a manner as to enable the absentee and all the attendees to communicate with each other through two-way telecommunications technology. In this case, the person who has provided evidence through such telecommunications shall be deemed to have attended the hearing.

Article 24. [Issue to be determined and Schedule of Proceedings]

- (1) The Tribunal shall require the parties to confirm the issues to be determined, evidence to be filed, timetable, etc. at the first hearing held pursuant to Article 22. If no oral hearing is held, such confirmation shall be made in accordance with the statement of claim, defense and other statements.
- (2) The Tribunal and parties shall as a rule make an attempt to facilitate the arbitral proceedings in accordance with the said confirmation.

Article 25. [Hearings of Witnesses by the Tribunal]

The Tribunal may, irrespective of there being any request by either party, request from the witnesses their voluntary appearance, or appoint expert witnesses, and examine them by hearing.

Article 26. [Participation in Proceedings]

- (1) Any person who is not a party to the arbitration, upon the consent of all parties, may request to the Tribunal to participate in such arbitral proceedings as a party.
- (2) Each party to the arbitration may, upon the consent of other parties and a person who is

not a party to such arbitration, request to the Tribunal to make the said person to participate as a party in such arbitral proceedings.

(3) If said person who is not a party asserts a claim for its own independent relief or remedy, the Tribunal shall consolidate and examine such claim as a new arbitral demand.

(4) When a third person comes to participate in the arbitral proceedings pursuant to the provisions of the foregoing paragraphs, as a result of transfer of the rights or duties of the object of arbitration, a party or parties may, upon the consent of all other parties inclusive of the said third person, withdraw from the arbitral proceedings.

Article 27. [Consolidation of Proceedings]

(1) Upon the commencement of multiple arbitral proceedings where the issues of law or fact are mutually related, TOMAC may determine to consolidate such multiple proceedings to one proceedings, unless any party communicate its objection.

(2) Notwithstanding the foregoing paragraph, TOMAC may by order, if it deems appropriate, entrust one arbitral tribunal with multiple arbitral proceedings to one proceeding without the consent of all parties.

Article 28. [Pronouncement of Conclusion of Hearings]

The Tribunal shall, if it deems appropriate, declare the hearings closed. Provided the Tribunal may, if it deems it necessary, re-open the hearing at any time before an award is given.

Article 29. [Immunity of TOMAC and the Arbitrators]

TOMAC, the Arbitrators and the Secretariat have complete civil immunity from liability regarding the arbitral proceedings and the arbitration award.

Article 30. [Language]

The language employed in the Statement of Claim, the Defense, the Supplementary Statements, the hearings and the arbitral award in domestic arbitrations shall be the Japanese language, and that in international arbitrations shall, in principle, be the English language. However, except where the Tribunal has specified otherwise, it is not necessary to translate documentary evidence.

Article 31. [Interpreting]

The parties who will need interpreters at the oral hearings may, at their own expense, arrange for interpreters to be present at the hearings.

Article 32. [Settlement]

(1) The parties shall be allowed to settle the dispute amicably during the course of the arbitral

proceedings.

(2) The Tribunal may, at any stage of the arbitral proceedings, attempt to settle the whole or a part of the dispute between the parties.

(3) In case settlement conducted in accordance with the preceding paragraph fails, the Tribunal shall resume the arbitral proceedings, provided however that it must not issue an award based on any of the information it gained during the settlement proceedings.

Article 33. [Dismissal of Application for Arbitration or Other Decisions]

In any of the following cases the Tribunal may, without examining the merits of the dispute, dismiss the application for arbitration or make such other decisions as it deems appropriate:

Where it is found that the arbitration agreement is not validly made or is void, or the arbitration agreement has been rescinded by mutual agreement;

Where it is found that either of the parties is not lawfully represented or its agent or attorney has no authority to act on its behalf;

Where both parties fail to appear without cause at the fixed date for oral hearing;

Where both parties fail to comply with such directions or requirement of the Tribunal as it deems necessary for a proper performance of the arbitral proceedings;

Where the Tribunal finds that the Claimant has wrongfully delayed the prompt prosecution of the arbitral proceedings (where the Respondent has filed a counterclaim the same applies to the Respondent's counterclaim).

Article 34. [Assessment of Damages]

Where it is recognized that a loss was incurred, but it is extremely difficult to prove the amount of the loss due to the nature of such loss, the Tribunal may assess a reasonable amount on the basis of the results of examination.

Article 35. [When Award Given]

Where the Tribunal has pronounced the conclusion of hearings in accordance with Article 28, it shall, in principle, make the arbitral award within 30 days thereof.

Article 36. [How Award, etc. to be Determined]

The award and other decisions by multiple arbitrators must be made by a majority vote of the arbitrators.

Article 37. [Written Award and Items to be Described]

(1) When the Tribunal decides its award, it shall make the award in writing including the following items. The award shall be signed by all arbitrators. However, where for an unavoidable reason an arbitrator cannot sign the award, the reason for any omitted signature shall be stated:

The names and addresses of the parties (in case of a body corporate, the address of its head office or main place of business, its name, the name of the representative and the capacity), and in case an agent or attorney is nominated, its name;

The decision made;

The summary of the facts and points at issue;

The reason for the decision;

The date on which the written award is prepared and place of arbitration;

The costs of arbitration and proportion thereof to be borne by respective parties;

(2) The Tribunal may omit item 4 of the preceding paragraph, if otherwise agreed by the parties.

Article 38. [Amicable Settlement of Dispute]

Where the parties have settled amicably the whole or part of the dispute by themselves during the arbitral proceedings, the Tribunal may, if requested by the parties, describe the contents of such settlement in the text of the award.

Article 39. [Service of Award]

The Secretariat shall such number of copies of the award signed by the arbitrators equal to the number of parties plus one. The Secretariat shall send a copy thereof to each party and keep one copy in its office.

Article 40. [Correction of Award]

If any miscalculation, mistyping, miswriting or any other apparent error is discovered on the face of the written award within 30 days after its service, the Tribunal may correct it.

Article 41. [Publication of Award]

The award given by the Tribunal may be published unless both parties beforehand communicate their objections.

Article 42. [Documents not Returnable]

Documents filed by the parties shall, as a rule, not be returned. Where any document is

desired to be returned, it must be marked to that effect at the time of its filing, and a copy thereof must be attached thereto.

Article 43. [Costs of Arbitration]

(1) The Claimant shall pay a Filing Fee of One Hundred Thousand Japanese Yen (¥100,000) to the Secretariat on its application for arbitration. This provision shall also apply where an application for counterclaim is filed.

(2) Each party shall, within 7 days after the receipt of notice from the Secretariat, pay to the Secretariat as part of the expenses of the arbitration a fee (hereinafter referred to as "the Arbitration Fee") which the Tribunal shall determine in accordance with the Tariff of Fees for Arbitration.

When no amount of claim has been stated at the time of filing, the Tribunal shall determine the Arbitration Fee taking into consideration the contents of the claim, subject to further adjustment in accordance with the Tariff of Fees for Arbitration as soon as an amount can be determined.

In case the amount of claim cannot be finally determined, the Arbitration Fee as provided in the foregoing paragraph shall be deemed the final one.

(3) Where the sum claimed is in a foreign currency, such sum shall, for the purpose of calculating the prescribed Arbitration Fee of the preceding paragraph, be converted into Japanese currency by calculation at the average rate on the Tokyo Foreign Exchange Market at 5.00p.m. on the date when the application is filed.

(4) Where the Respondent files its application for arbitration of a counterclaim and the Tribunal considers that such arbitration can be performed concurrently with the Claimant's application, the amounts claimed and counterclaimed respectively shall be aggregated and the aggregate sum shall be taken as the amount of claim in the Tariff of Fees for Arbitration.

(5) The Tribunal may direct the Claimant to advance the Arbitration Fee due from the Respondent on its behalf.

(6) Where the number of oral hearings held exceeds four, beginning with the fifth hearing, each party must pay a fee of Fifty Thousand Japanese Yen (¥50,000) per additional hearing to the Secretariat. Regardless, however, of the number of oral hearings held on one day, hearings held on one calendar day shall be counted cumulatively as only one hearing.

(7) The expenses caused by the particular nature of the subject of dispute and the expenses incurred on account of calling for witnesses or expert by requirement of the Tribunal shall be additionally paid by the parties.

(8) The Filing Fee shall not be returned after the application for arbitration is accepted. The Tribunal may, upon its determination, return a part of the Arbitration Fee, on the ground that the application for arbitration was abandoned or the dispute was settled by mediation.

(9) Each party shall pay any consumption tax imposed on the amount of the each fee as provided in the preceding paragraphs (1) through (7).

Article 44. [Apportionment of Costs of Arbitration and Attorney's Fee]

(1) The costs of arbitration shall be paid from the Filing Fee and Arbitration Fee paid to the Secretariat under the preceding Article and the ratio in which they shall be borne by the parties shall be decided by the Tribunal.

(2) Upon application by a party for recovery from the other party of attorneys' fees and other procedural costs of the arbitration, the Tribunal may in the arbitral award or by a separate order permit, to a reasonable extent and in consideration of the contents of the arbitral award, such recovery.

Article 45. [Remunerations for Arbitrators]

The remunerations for arbitrators shall be paid out of the Arbitration Fee of Article 43. The amount of the said remunerations shall be determined by consultations of Chairman and Vice-Chairmen of TOMAC considering the degree of difficulty of the case and other circumstances.

Article 46. [TOMAC]

Any matter relating to TOMAC shall be governed by the Rules of the Tokyo Maritime Arbitration Commission.

Article 47. [Interpretation of these Rules]

The Tribunal shall determine the interpretation of these Rules and the procedural matters not provided for in these Rules.

Article 48. [Amendment of these Rules]

Any amendment of these Rules shall be made by TOMAC at the initiative of Chairman of TOMAC.

Article 49. [Bylaws]

Bylaws shall be made to put these Rules into practice.

Supplementary Provisions (25th November, 2003)

Section 1.

These Rules shall be put into force as from 1st March, 2004.

Section 2.

The former Rules shall apply to the case of which application for arbitration is filed prior to the enforcement of these Rules.

The Tariff of Fees for Ordinary Arbitration

The amount of the Arbitration Fee to be paid by each party shall be as follows:

When the amount of claim is ¥ 20,000,000 or less,
the fee is ¥ 450,000;

When the amount of claim exceeds ¥ 20,000,000 but is ¥ 120,000,000 or less,
the fee is the fee to be paid for ¥ 20,000,000 plus ¥ 10,000 for each additional ¥ 1,000,000 in excess of ¥20,000,000 up to ¥120,000,000;

When the amount of claim exceeds ¥ 120,000,000,
the fee is the fee to be paid for ¥ 120,000,000 plus ¥ 20,000 for each additional ¥ 10,000,000 in excess of ¥120,000,000.