

These General Terms and Conditions - Use of Facilities - ("**GTC Facilities**") apply to the use of facilities and / or equipment owned and operated by TOYOTA GAZOO Racing Europe GmbH with business address at Toyota Allee 7, 50858 Cologne, Germany ("**TGR-E**") by third parties ("**Customer**" or "**Customers**"), who are not customers as stipulated under § 13 BGB.

1. Scope of Agreement

- 1.1 TGR-E permits Customer the use of its facility and / or equipment as defined in the individual agreement between TGR-E and Customer ("**Facility**"). The Customer is solely permitted to use the Facility, however, TGR-E will at all times remain owner and operator of the Facility.
- 1.2 Unless agreed upon otherwise in the individual agreement, TGR-E will not provide any consultancy or other services to Customer. In particular, TGR-E is not responsible for engineering and/or inspection services unless otherwise agreed individually. For the provision of services, such as consultancy services, the present GTC Facilities do not apply but specific General Terms and Conditions – Services ("**GTC Services**").
- 1.3 Customer acknowledges that TGR-E's obligation under this Agreement is limited to the operation of the Facility.
- 1.4 Upon completion of the use of the Facility, TGR-E shall submit to Customer the test data collected during the testing/using of the Facility in a format and a timely manner as agreed upon with Customer.
- 1.5 Nothing in this Agreement shall be interpreted as transferring or assigning any intellectual or industrial property rights in the Facility to Customer.

2. Specifications of Facility and Use of Facility

- 2.1 The Facility will materially comply with the specifications set out in an annex to the individual agreement.
- 2.2 TGR-E will at all times have one or more persons available at the Facility who are qualified to operate the Facility ("**Operator**"). This person is not subject to instructions by Customer but will only be obliged to follow instructions by TGR-E. However, this person will assist Customer in the proper use of the Facility. Customer cannot request that one or more specific persons will be assigned by TGR-E.
- 2.3 The assistance provided by such person(s) assigned by TGR-E will be "AS IS" and will not qualify as a service provided to Customer by TGR-E but will only serve to secure the general operation of the Facility.
- 2.4 TGR-E reserves the right that one or more persons assigned by TGR-E pursuant to Sec. 2.2 will have the sole access to certain parts of the Facility as may be deemed reasonable by TGR-E for reasons of technical and operational safety. TGR-E may refuse Customer's direct control over certain parts of the Facility for technical and operational reasons but will support Customer's reasonable use of the Facility within the Facility's usual scope of use.
- 2.5 Customer shall provide the vehicle or component(s) to be tested in the Facility and shall establish the scope of the testing within the capability of the Facility at Customer's own determination. Customer shall inform TGR-E in reasonable time in advance of the type and scope of testing and planned use of the Facility, at least however, 14 days in advance.

TGR-E may in its own discretion reject the use of the Facility if Customer does not provide such information in a timely manner.

- 2.6 Customer shall at all times comply with any standard operating and safety procedures, in particular those procedures made known to Customer by TGR-E, including any related instructions by the person(s) made by the person(s) assigned by TGR-E according to Sec. 2.2.

3. Scheduled Use of the Facility

- 3.1 Customer shall be required to use the Facility for the minimum time periods as may be set out in the individual agreement ("**Minimum Use**").
- 3.2 In case TGR-E and Customer have agreed on a Minimum Use, and irrespective of Sec. 3.3, Customer shall be obliged to pay for such Minimum Use of the Facility irrespective of whether or not Customer has made respective use of the Facility during such period. The Customer shall have the right to prove, that he was not able to use the Facility because of Force Majeure (an unforeseeable and coming through no one's fault event coming from outside circumstances, which could not be avoided even by using maximum diligence). In this case, the payment for Minimum Use shall not apply.
- 3.3 The specific times of use of the Facility shall be agreed upon by Customer and TGR-E in writing. E-mail correspondence is accepted.

Any request to change the time for the use of the Facility must be made in writing. E-mail correspondence is accepted.

If Customer makes a request to change a time for use of the Facility or to cancel the time for use of the Facility, Customer shall pay the charge for any scheduled time period not used, unless TGR-E manages to find a replacement customer for such time period. TGR-E is not obliged to actively seek a replacement customer. Customer shall inform TGR-E about requests to change or cancel times to use the Facility in Customer's own interest as early as possible.

For the avoidance of doubt, if the parties cannot agree to a new schedule or if the individual agreement is cancelled completely as per Customer's wish, (i) Customer shall be obliged to pay the charges for such pre-agreed but unused time as per individual agreement and (ii) the preparation costs accrued by TGR-E to fulfill the terms of the individual agreement shall be reimbursed by Customer to TGR-E.

4. Charges

- 4.1 The charges for the use of the Facility are set out in the individual agreement. Charges will be made per hour or per day or per time period use of the Facility as set out in the individual agreement.
- 4.2 Charges will be invoiced after the use of the Facility or as otherwise set out in the individual agreement. If a minimum use per time period is not used by Customer, TGR-E will invoice the difference between the time used and the minimum per time period agreed after the respective time period.
- 4.3 All charges are quoted net, plus the applicable VAT.
- 4.4 Invoices are payable within 15 days after receipt of the invoice.

5. Warranty

- 5.1 TGR-E warrants that the Facility will comply with the specifications pursuant to Sec.2.1, provided however, that Customer reports any damages or malfunctions of the Facility in a timely manner as set out in Sec. 5.2.
- 5.2 Customer shall immediately report to TGR-E in writing (e-mail is sufficient) known damages or malfunctions of the Facility. In no event shall such report be made later than three (3) business days after the Customer has become aware of such damage. Customer is not permitted to attempt to remove such damage or malfunction himself.
- 5.3 TGR-E, however, does not warrant that the testing results achieved through the use of the Facility will achieve certain results or will meet the results expected by Customer.

6. Liability; Insurance

- 6.1 The liability of both parties for health and injury of employees of the other party as well as for damages caused by willful intent or by gross negligence is not limited.
- 6.2 For damages not caused by intent or gross negligence, the liability of both parties is limited to the typically foreseeable damage.
- 6.3 The typically foreseeable damage shall be limited to 2,000,000.00 EUR (two million Euro).
- 6.4 Neither party shall be liable for the testing results generated by the Facility.
- 6.5 Neither party shall be liable for indirect or consequential damages such as of loss of revenue or good-will, with the exception, however, that Customer shall be liable for any loss of profit of TGR-E incurred as a result of damages caused intentionally or negligently to the Facility. In this case TGR-E's damage is calculated based on the daily charges for the use of the Facility multiplied with the number of days during which the Facility cannot be used due to the intentional or negligent acts or omissions of Customer.
- 6.6 Both parties shall conclude adequate insurance policies to cover any damages for which it may be liable towards the other party and shall upon request of the other party provide evidence thereof.

7. No Exclusivity

The use of the Facility is not exclusive. TGR-E is in particular permitted to allow competitors of Customer the use of the Facility.

8. Confidentiality

Both parties shall be obliged to the confidentiality agreed upon by the parties in the separate Confidentiality Agreement

9. Term

- 9.1 This Agreement shall become effective upon signature by both parties. The Agreement may be terminated by either party, however, not with effect before the end of the Minimum Term set out in the individual agreement and in no event prior to the Minimum Use set out in the individual agreement.
- 9.2 Both parties' right to terminate this Agreement for cause shall remain unaffected.

10. Code of Conduct; Anti-Corruption

- 10.1 The parties undertake to comply with the law applicable in connection with the performance of the present agreement and agree that such compliance represents an indispensable condition for cooperation in trust.
- 10.2 The parties undertake, in particular, not to influence any decisions whatsoever by means of commissions, benefits or any other favours to the parties' employees or representatives or on behalf of the respective other party in relation to third parties. Gifts/promotional giveaways of minor value, which are generally considered unobjectionable and reasonable business lunch or dinner invitations in the scope of the usual business activity shall remain unaffected; this shall, in particular, include invitations to motor sports events, where the inviting party is participating. In addition, the parties undertake to notify management of the respective other party unsolicited of any of the parties' employees or representatives attempting to obtain benefits or privileges of any type or scope whatsoever for the aforementioned purpose of exerting influence.

11. Miscellaneous

- 11.1 Neither party may assign this Agreement to a third party without the prior written consent of the other party.
- 11.2 The failure of either party to seek redress for breach or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and such party shall have all remedies provided herein and by applicable law with respect to any subsequent act which would have originally constituted a breach.
- 11.3 Unless otherwise specifically provided, all notices, demands, statements and communications required hereunder shall be in writing and shall be personally delivered against signed receipt or shall be sent by registered or certified mail or by overnight express.
- 11.4 Nothing contained in this Agreement or in the relationship of the Customer and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Customer, except as stated in this Agreement.
- 11.5 This Agreement shall be construed in accordance with the laws of Germany.
- 11.6 All conflicts arising in connection or out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany.
- 11.7 If any provision, clause or application of this agreement to any party or circumstances is held invalid and/or unenforceable, this shall not affect any other provision, clause or application thereof. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision, which to the extent legally permissibly, comes as close as possible to the intent and purpose of the invalid or unenforceable provision.
- 11.8 No amendment or variation of this agreement shall be effective unless made in writing. The change or modification of this requirement of the written form shall require the written form as well.