

These General Terms and Conditions – Show Car Renting – ("**GTC SCR**") apply to the provision of a show car by TOYOTA GAZOO Racing Europe GmbH, located at Toyota Allee 7, 50858 Cologne, Germany ("**TGR-E**") to third parties ("**Renter**"), who are not a consumer (§ 13 BGB).

1. Scope of Agreement

1.1 The Renter wishes to rent and TGR-E agrees to loan a racing car that has been previously operated by the Panasonic Toyota Racing Team in the FIA Formula One World Championship or by the Toyota Team Europe in Rally or Le Mans Championships or by the TOYOTA Racing Team in the FIA World Endurance Championship and which has been transformed into a show car ("**Show Car**"). For the avoidance of doubt, a Show Car shall be delivered without the engine and the electronics.

2. Special Conditions

2.1 The Renter understands and acknowledges that the Show Car is of a design and characteristics which are unique to TGR-E and/or its parent company Toyota Motor Corporation ("**TMC**") and that there are strict conditions between TGR-E and the various marketing partners, whose decals or logos appear on the Show Car, to maintain and preserve the integrity of their individual trademarks. There are also certain features of the Show Car which are copyright protected and which TGR-E wishes to maintain in confidence.

2.2 The Renter shall always keep the Show Car in the exact and actual livery and no alterations to the Show Car or its branding are permitted. In particular, none of the branding shall be enlarged, faded, blocked or hidden, nor shall any other decals, logos or trademarks be added.

2.3 As the Show Car reflects the image and reputation of TGR-E, the former Panasonic Toyota Racing Team or the former Toyota Team Europe and its former commercial partners, as well as the current TOYOTA Racing Team and its commercial partners, it is essential that good care of the Show Car must be taken at all times and that the Show Car must remain in good presentable condition.

2.4 The Renter agrees to hire the Show Car for show or display purposes only. The Show Car must be displayed in the identical form in which it is hired, subject to changes initiated only by TGR-E. The display of the Show Car must adhere to the following guidelines set by TGR-E:

- The Show Car must only be displayed in a closed building unless otherwise agreed by TGR-E in writing.
- The Show Car must be protected from spectators, who are expressly prohibited from either sitting in or on the Show Car, or any part thereof.
- The Show Car shall be displayed in a roped off or otherwise enclosed area.

2.5 It is a fundamental condition that a Show Car is rented to the Renter for their own display purposes only and it is expressly prohibited for it to be rented or otherwise transferred to any third party unless agreed in writing by TGR-E.

2.6 The Show Car should at all times be correctly referred to as stated in TGR-E's quotation.

2.7 Renter shall indemnify and hold TGR-E harmless against all claims brought against TGR-E as a result of Renter's culpable breach of the obligations set out in this agreement.

This shall include the immediate reimbursement of any of TGR-E's costs and expenses including reasonable legal fees incurred.

3. Transportation and Delivery

- 3.1 Transport and delivery, collection and return transport of the Show Car can either be provided by TGR-E or it can be organised by the Renter. In case TGR-E organises the transport, the Renter shall reimburse to TGR-E the respective costs. A pre-condition for transportation organised by the Renter is the use of an enclosed vehicle transporter which shall be approved by TGR-E prior to the start of transportation. TGR-E retains the right to reject a vehicle transporter if the transporter is deemed to be unsuitable.
- 3.2 The Renter must make sufficient space available to accommodate the particular dimensions of the Show Car. The Show Car must remain upright during delivery and installation. It is prohibited to lift the Show Car manually.
- 3.3 In case TGR-E organises the transportation, the Renter must ensure that one person is at the location to provide assistance with loading/unloading of the Show Car and following the instructions of the transportation company, to confirm and to sign the loading checklist. The vehicle must not be moved without the responsible person attending the procedure. The Renter shall bear all additional costs of the transportation company incurred due to problems on the Renter's site which hinder and/or prevent the safe delivery and/or collection of the Show Car.
- 3.4 The provision of adequate parking for the delivery vehicle must be provided by the Renter in the case of a short Rent and where TGR-E organises transportation.
- 3.5 The Show Car shall arrive at TGR-E the day that follows the expiry of the Agreement at the latest.

4. Charges

- 4.1 Charges for the rental of a Show Car are set out in the individual agreement.
- 4.2 All charges are quoted net, plus the applicable VAT.
- 4.3 Invoices are payable within 15 days after receipt of the invoice.

5. Liability; Insurance

- 5.1 The Show Car must be returned to TGR-E in the same condition as it was made available by TGR-E to the Renter. The Renter acknowledges and accepts full responsibility of any incurred costs as a result of any damage to the Show Car during the complete display period.
- 5.2 The Renter is not permitted to attempt to remove any damage or malfunction of the Show Car himself. The Renter shall immediately report to TGR-E in writing any known damage(s) or malfunction(s). In no event shall such report be made later than three (3) days after the Renter has become aware of such damage. In case it is necessary to remedy damages on site TGR-E would provide staff and all costs incurred (TGR-E staff, travel expenses, etc.) shall be covered by the Renter. Any other damage shall be remedied upon return to TGR-E at the full expense of the Renter.
- 5.3 The Renter shall insure the Show Car against all damages and theft during the term of this Agreement. The full replacement costs of the Show Car are EUR 100,000.00.

6. Intellectual Property Rights; Ownership

- 6.1 The right to use the Show Car in any advertising, display or promotion shall be expressly prohibited unless specifically agreed by TGR-E in writing.
- 6.2 The Renter acknowledges and agrees that ownership of and title to the Show Car resides with TGR-E.

7. Term

- 7.1 This Agreement shall become effective upon signature by the Parties. The Agreement may be terminated by either party, however, not before the end of the minimum term set out in the individual agreement ("**Minimum Term**").
- 7.2 Either Party's right to terminate this Agreement for cause shall remain unaffected.

8. Code of Conduct; Anti-Corruption

- 8.1 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.
- 8.2 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.

9. Miscellaneous

- 9.1 Neither Party may assign this Agreement to any third party without the prior consent of the other Party.
- 9.2 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.
- 9.3 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.
- 9.4 Nothing contained in this Agreement or in the relationship of the Renter and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Renter, except as stated in this Agreement.
- 9.5 This Agreement shall be construed in accordance with the laws of Germany.
- 9.6 All conflicts arising in connection or out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany.

- 9.7 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 permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision.
- 9.8 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.