

These General Terms of Conditions - Services - ("**GTC Services**") apply to the provision of services, including but not limited to consultancy services, by Toyota Motorsport GmbH with business address at Toyota Allee 7, 50858 Cologne, Germany ("**TMG**") to third parties ("**Customer**" or "**Customers**"), who are not customers as stipulated under § 13 BGB.

## 1. Scope of Agreement

- 1.1 TMG will provide the services defined in an individual agreement between TMG and Customer (the "**Services**"). Unless expressly specified otherwise, TMG is not obliged to produce certain work results.
- 1.2 TMG will not be responsible for providing advice on legal, regulatory, tax or accounting matters. Any advice rendered by TMG for those matters may not be relied upon.
- 1.3 TMG will not be responsible for performing due diligence for any purposes except to the extent expressly provided for in the individual agreement.
- 1.4 Any advice rendered by TMG hereunder, unless otherwise expressly agreed in an individual agreement is provided to the Customer solely for Customer's benefit and may not be relied on by Customer other than for the purposes of the specific engagement defined in the individual agreement and may not be disclosed by Customer to any third party or announced publicly unless there is a legal or regulatory obligation to so disclose or announce it.
- 1.5 TMG disclaims all liability for any consequences whatsoever should any third party use or rely on any Service provided by TMG hereunder.

## 2. Charges

- 2.1 The charges for the Services are set out in the individual agreement. Charges will be per hour or per day or as fixed charges as set out in the individual agreement.
- 2.2 If not agreed upon otherwise, TMG will charge all reasonable costs and expenses, including travel time, travel costs and accommodation in addition to the charges as defined pursuant to Sec. 2.1.
- 2.3 If not agreed upon otherwise, charges will be invoiced on a monthly basis after the provision of the Service. In case of fixed charges, the individual agreement will define the due dates and respective amounts.
- 2.4 All charges are quoted net, plus the applicable VAT.
- 2.5 Invoices are payable within 15 days after receipt of the invoice.

## 3. Warranty

- 3.1 TMG warrants that TMG will provide the Service at least in accordance with general market standards for such Service.
- 3.2 TMG, however, does not warrant that the Service will serve a specific purpose or allows Customer to achieve certain results.

## 4. Liability; Insurance

- 4.1 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.
- 4.2 For damages not caused by intent or gross negligence, the liability of both parties is limited to the typically foreseeable damage.
- 4.3 The typically foreseeable damage shall be limited to 2,000,000.00 EUR (two million Euros).
- 4.4 Neither party shall be liable for the testing results generated by the Services.
- 4.5 Neither party shall be liable for indirect or consequential damages such as of loss of revenue or good-will.
- 4.6 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.

## 5. No Exclusivity

The provision of the Service by TMG is not exclusive. TMG is in particular permitted to provide identical or similar services to competitors of Customer.

## 6. Confidentiality; Data Protection

Both parties shall be obliged to the confidentiality agreed upon by the parties in the separate Confidentiality Agreement. Where necessary, the parties will agree upon a separate data processing Agreement.

## 7. Intellectual Property Rights

- 7.1 All deliverables, concepts, documents, drafts, print materials and other work results (hereinafter "Work Results") that have been created by TMG entirely in fulfillment of this Agreement shall be vested exclusively and without limitation to Customer. The statutory binding copyright (moral rights) shall vest with the respective author.
- 7.2 TMG shall, however, be entitled to use all know-how, ideas and concepts generated by TMG in connection with the provision of the Service for its own purpose, including the provision of services to other customers.
- 7.3 The parties agree that it is Customer's sole obligation to ensure that the use and/or delivery of any work results delivered by TMG does not infringe on third party rights, such as trademarks, utility and design rights or patents.

## 8. Term

- 8.1 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 ("**Minimum Term**").
- 8.2 Both parties' right to terminate this Agreement for cause shall remain unaffected.

**9. Code of Conduct; Anti-Corruption**

- 9.1 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.
- 9.2 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.

**10. Miscellaneous**

- 10.1 Neither party may assign this Agreement to third party without the prior consent of the other party.
- 10.2 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.
- 10.3 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.
- 10.4 Nothing contained in this Agreement or in the relationship of the Customer and TMG shall be deemed to constitute a partnership, joint venture or any other relationship between TMG and the Customer, except as stated in this Agreement.
- 10.5 This Agreement shall be construed in accordance with the laws of Germany.
- 10.6 All conflicts arising in connection or out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Cologne, Germany.
- 10.7 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.
- 10.8 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.