

These General Terms and Conditions - Use of Facilities - ("**GTC**") 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**") to third parties, who are not consumers as stipulated under § 13 BGB ("**Business Partner**"), individually also "Party" and collectively the "Parties".

1. SCOPE OF AGREEMENT

- 1.1 TGR-E permits Business Partner the use of its facility and/or equipment as defined in the individual agreement between TGR-E and Business Partner ("Facility"). The Business Partner 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 Business Partner. 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 do not apply but specific General Terms and Conditions – Services ("GTC Services").
- 1.3 Business Partner acknowledges that TGR-E's obligation under these GTC is limited to the operation of the Facility.
- 1.4 Upon completion of the use of the Facility, TGR-E shall submit to Business Partner the test data collected during the testing/using of the Facility in a format and a timely manner as agreed upon with Business Partner.
- 1.5 Nothing in these GTC shall be interpreted as transferring or assigning any intellectual or industrial property rights in the Facility to Business Partner.

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 Business Partner but will only be obliged to follow instructions by TGR-E. However, this person will assist Business Partner in the proper use of the Facility. Business Partner cannot request that one or more specific persons will be assigned by TGR-E.
- 2.3 The assistance provided by such Operator will not qualify as a service provided to Business Partner 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 Operators 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 Business Partner's direct control over certain parts of the Facility for technical and operational reasons but will support Business Partner's reasonable use of the Facility within the Facility's usual scope of use.
- 2.5 Business Partner shall provide the object(s) to be tested in the Facility and shall establish the scope of the testing within the capability of the Facility at Business Partner's own determination. Business Partner 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 Business Partner does not provide such information in a timely manner.
- 2.6 Business Partner shall at all times comply with any standard operating and safety procedures, in particular those procedures made known to Business Partner by TGR-E, including any related instructions given by the Operator.

3. SCHEDULED USE OF THE FACILITY

- 3.1 Business Partner shall be required to use the Facility for the minimum time period as may be set out in the individual agreement ("**Minimum Use**").
- 3.2 In case TGR-E and Business Partner have agreed on a Minimum Use Business Partner shall be obliged to pay for such Minimum Use of the Facility irrespective of whether or not Business Partner has made respective use of the Facility during such period.
- 3.3 The specific times of use of the Facility shall be agreed upon by Business Partner and TGR-E in writing. E-mail correspondence is accepted.
- 3.4 Any request to change the time for the use of the Facility must be made in writing. E-mail correspondence is accepted.
- 3.5 If Business Partner makes a request to change a time for use of the Facility or to cancel the time for use of the Facility, Business Partner shall pay the charge for any scheduled time period not used, unless TGR-E manages to find a replacement business partner for such time period. TGR-E is not obliged to actively seek a replacement Business Partner. Business Partner shall inform TGR-E about

requests to change or cancel times to use the Facility in Business Partner's own interest as early as possible.

- 3.6 For the avoidance of doubt, if the Parties cannot agree to a new schedule or if the individual agreement is cancelled completely as per Business Partner's wish, (i) Business Partner 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 Business Partner to TGR-E.

4. CHARGES

- 4.1 The charges for the use of the Facility are 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 Business Partner, TGR-E will additionally invoice the difference between the actually time used and the agreed Minimum Use.
- 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 set out in an annex to the individual agreement, provided however, that Business Partner reports any damages or malfunctions of the Facility in a timely manner as set out below.
- 5.2 Business Partner 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 Business Partner has become aware of such damage. Business Partner 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 Business Partner.

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 Euros).
- 6.4 Neither Party shall be liable for the testing results generated.
- 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 Business Partner 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 Business Partner.
- 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. FORCE MAJEURE

Due to the special circumstances of the corona virus (covid-19), Business Partner confirms the following: In case TGR-E may, at its sole decision or due to authorities' decision, shut down its business activities at its facilities in Cologne, Germany and Business Partner therefore might not be able to receive the contractual service from TGR-E, TGR-E shall not be liable for any compensation, damages, penalties or similar. Nevertheless, TGR-E will use its best endeavours to offer alternative dates for Business Partner.

8. NO EXCLUSIVITY

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

9. CONFIDENTIALITY

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

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. GOVERNING LAW

11.1 These GTC and all individual agreements between the Parties shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods.

11.2 All disputes arising in connection with or out of these GTC and all individual agreements or their validity shall be subject to exclusive jurisdiction of the courts of Cologne, Germany.

12. MISCELLANEOUS

12.1 In the event (and to the extent only) of any inconsistency or conflict between the provisions of this GTC and the terms and conditions specified in an individual agreement, the provisions of this GTC shall take precedence. There shall be only one exception to the foregoing: in the event that the Parties agree to deviate from one or more provisions of this GTC in an individual agreement, such deviation and the provision of this GTC from which the Parties agree to deviate must be expressly mentioned in such individual agreement in order to avoid any misunderstanding. Any deviation which is not specified in such individual agreement in the way mentioned above shall not be applicable or enforceable between the Parties.

12.2 Neither Party may assign the rights and obligations under an individual agreement to a third Party without the prior written consent of the other Party.

12.3 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 GTC or an individual 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.

12.4 Nothing contained in this GTC or in the relationship of the Business Partner and TGR-E shall be deemed to constitute a partnership, joint venture or any other relationship between TGR-E and the Business Partner, except as stated in the individual agreement.

12.5 If individual provisions of this GTC are or become invalid or unenforceable, the GTC as a whole and the remaining provisions of it remain valid. The Parties are obligated to replace invalid or unenforceable provisions with valid/enforceable provisions that are commercially as similar as possible to the invalid/unenforceable provisions, and they must do so from the commencement of such invalidity/unenforceability and must take their mutual interests into account. The same applies analogously to contractual gaps.

12.6 The place of performance shall be Cologne.