

Terms and Conditions for TS Market Place Site

PLEASE READ THE FOLLOWING SITE USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES PROVIDED ON THIS SITE. BY CLICKING ON THE "AGREE" BUTTON BELOW, YOU (ON BEHALF OF YOURSELF ("YOU") AND THE COMPANY YOU REPRESENT ("YOUR COMPANY")) AGREE TO BECOME BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DISAGREE" BUTTON AND YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICES. THE ACCEPTANCE OF TOYOTA SYSTEMS CORPORATION ("TOYOTA SYSTEMS") IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU HAVE ENTERED INTO A PRIOR SITE USE AGREEMENT FOR TS MARKET PLACE WITH TOYOTA SYSTEMS, THEN THIS AGREEMENT WILL AMEND AND RESTATE SUCH PRIOR AGREEMENT IN ITS ENTIRETY.

SITE USE AGREEMENT

TOYOTA SYSTEMS has established this site ("TS Marketplace", collectively "Site") in cooperation with TOYOTA MOTOR CORPORATION ("TOYOTA") for the purposes of (i) facilitating the sales and purchases or sharing of products information and sales promotion tools specialized in YOUR country specification between TOYOTA SYSTEMS and TOYOTA's distributors, and (ii) introducing the background, know-how and assets for vehicle / brand promotion and promoting the communication among the Authorized Users (as defined below). YOUR right to access the Site is subject to the following terms and conditions:

Article 1: Definitions

When used in this Agreement, each of the following terms have the meaning set forth below:

(1) "Authorized Users" means the persons appointed by YOUR COMPANY who have entered into their own respective Site Use Agreement and registered with Site pursuant to Article 4(1) of this Agreement.

(2) "Distributor Agreement[s]" means the distributor agreement or agreements between YOUR COMPANY and TOYOTA and/or TOYOTA's designated third party ("Designated Party") wherein TOYOTA or Designated Party granted YOUR COMPANY the right to distribute Toyota brand and/or Lexus brand vehicles, parts, and accessories. In case YOUR COMPANY does not have any Distributor Agreement with TOYOTA nor any Designated Party and YOU are granted permission by TOYOTA SYSTEMS to access the Site at the full

understanding of the purpose as written in the recital and subject to the terms in this Agreement, the term 'Distributor Agreement[s]' when used in this Agreement shall be replaced by (and read as if it were a reference to) the certain name(s) of any and all agreement(s) which is executed between YOUR COMPANY and TOYOTA or any Designated Party, including but not limited to, a shipper agreement or an agreement for appointing and the operation of a Toyota authorized service station.

(3) "Site Information" means all assets, materials or information displayed or made available to YOU through the Site network. The Site Information includes products and marketing information and sales promotion tools.

(4) "Participating Companies" means TOYOTA's distributors and certain other parties (including YOUR COMPANY) who have been granted the right to access the Site by TOYOTA SYSTEMS.

(5) "Provider" means a company, including but not limited to TOYOTA, TOYOTA SYSTEMS and TOYOTA's Distributor, who provides the Site Information to YOU through the Site.

(6) "Services" has the meaning described in Article 3 of this Agreement.

(7) "YOUR COMPANY's Information" means any information which has been provided by YOUR COMPANY to TOYOTA pursuant to the Distributor Agreement[s] or this Agreement and a part of or all of which will be included in the Site Information by TOYOTA SYSTEMS pursuant to Article 9 of this Agreement.

Article 2: Grant of Right to Access

TOYOTA SYSTEMS hereby grants YOU a non-exclusive right to access the Site through internet, as may be separately agreed between TOYOTA SYSTEMS and YOU, during the term of this Agreement.

Article 3: Services

(1) TOYOTA SYSTEMS provides YOU with access to the Site Information and services which are selected by YOU through the process provided on the Site (collectively, the "Services").

(2) YOU hereby acknowledge and agree that the Services available to other Authorized Users may be different from one another depending upon the title, job responsibility and options selected by TOYOTA SYSTEMS.

(3) TOYOTA SYSTEMS may change, suspend or discontinue some or all of the Services at any time, including the availability of any feature, database, or content. TOYOTA SYSTEMS may also impose limits on certain features and Services or restrict YOUR access to parts or all of the Services without notice or liability.

(4) All Site Information is protected by copyright. YOU agree to abide by all copyright notices,

copyright expiration, authorized media, information and restrictions contained in each Site Information or other content accessed through on the Site or the Services.

Article 4: Registration; Authorized Users

(1) As a condition to using the Services, YOU are required to register YOUR information with Site to obtain individual ID for access to the Site ("User ID"). YOU represent that YOU provided and will continue to provide TOYOTA SYSTEMS with accurate, complete and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of YOUR account (and, in such case, shall result in termination of this Agreement pursuant to Article 11 of this Agreement). YOU may not (a) select or use as a User ID a name of another person with the intent to impersonate that person; or, (b) use as a User ID a name subject to any rights of a person other than YOU without appropriate authorization. TOYOTA SYSTEMS reserves the right to refuse registration of or cancel a User ID in its discretion without liability.

(2) YOU hereby represent and warrant that YOUR COMPANY has appointed YOU as an Authorized User and acknowledge and agree that the Authorized Users shall be the only persons permitted to access the Site on behalf of YOUR COMPANY. YOU agree to cause YOUR COMPANY to take all measures, including but not limited to setting password to access the Site and managing the password properly, to prevent unauthorized access to the Site by any person other than Authorized Users and to comply with all confidentiality obligations under this Agreement.

(3) Any use of the Site after being logged-in using YOUR User ID and password registered thereon shall be regarded as YOUR use. YOU shall be liable for any damage arising due to insufficient management, error in use, or use by any third party, etc. of YOUR User ID and password, and TOYOTA SYSTEMS shall not be responsible therefor. If YOUR User ID and password are known to or used by a third party or there is any risk thereof, YOU shall immediately inform TOYOTA SYSTEMS to this effect and follow any instructions from TOYOTA SYSTEMS.

(4) In case YOUR COMPANY wishes to cancel any Authorized User(s), YOUR COMPANY shall obtain TOYOTA SYSTEMS's prior consent by submitting to TOYOTA SYSTEMS with the User ID of the Authorized User(s) to be canceled with the reasons for the cancel.

(5) In case YOU violate any terms of this Agreement (including, without limitation, any of YOUR confidentiality obligations), TOYOTA SYSTEMS shall have the right to cancel YOUR User ID.

(6) In case YOU do not access the Site for a prolonged period of time, TOYOTA SYSTEMS may, in its sole and reasonable discretion, immediately cancel YOUR User ID. If YOU wish

to re-activate YOUR cancelled User ID, YOU shall carry out the re-activation process by YOURSELF with necessary information separately designated by TOYOTA SYSTEMS.

(6) In case that TOYOTA SYSTEMS receives an error message from YOUR registered email address in reply to an email notice sent by TOYOTA SYSTEMS or another indicia that such email address is invalid or compromised, then TOYOTA SYSTEMS may immediately terminate this Agreement and all the rights granted to YOU under this Agreement shall automatically be revoked as further described in Article 11(5) of this Agreement.

Article 5: Fees and Taxes

(1) YOU and YOUR COMPANY can use the site information by paying the amount stated in the official quotation and purchase order.

(2) YOUR COMPANY shall pay the fees charged pursuant to Paragraph (1) above to TOYOTA under the conditions separately agreed between TOYOTA and YOUR COMPANY.

[(3) YOUR COMPANY may deduct from the fees charged pursuant to Paragraph (1) of this Article any taxes which YOUR COMPANY is required under the law of YOUR COMPANY's country to pay for the account of the Provider, provided that YOU shall pay such taxes on behalf of and in the name of the Provider and furnish such Provider, through TOYOTA, with all necessary documents (for example, proper certificates for the same from the authorities concerned), to enable the Provider to obtain credit therefor against its taxes in the Provider's country. Handling fees or any other expenses incurred in remitting the amount of fees shall be for the account of YOUR COMPANY and shall not be deducted from that amount.

Article 6: Use of the Site Information; Restrictions

(1) YOU may use any Site Information for any purpose to improve YOUR COMPANY's sales operations of Toyota brand products and/or Lexus brand products subject to the conditions particularly set forth in each Site Information. Use for any other purpose requires TOYOTA's and/or TOYOTA SYSETMS'S prior written consent.

(2) YOU may copy, modify or process the Site Information with YOUR full responsibility subject to the conditions particularly set forth in each Site Information.

(3) YOU are responsible for YOUR activity in connection with the Services and accessing the Site network. YOU and YOUR COMPANY are responsible for complying with all laws and regulations applicable to YOU and YOUR COMPANY in relation to the use of the Site in each country or region, and TOYOTA SYSTEMS shall in no way be liable for any damage incurred by YOU and YOUR COMPANY due to YOUR/YOUR COMPANY'S violation of any laws and regulations. Any fraudulent, abusive, or otherwise illegal activities are particular grounds for termination of this Agreement and of YOUR right to use the Services and/or access the Site.

(4) Use of the Site or the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, or engage in any kind of illegal activity are expressly prohibited.

(5) YOU agree not to: (i) run any form of auto-responder, or "spam" on the Site network, or any processes that run or are activated while YOU are not logged in; (ii) access the Site or obtain any information related to the Site by crawling, scraping or any other means similar thereto; (iii) increase the server load of TOYOTA SYSTEMS or any third party, or cause hindrance or damage, etc. to the operation of the Site or network systems; and (iv) modify, create derivative works of, decompile or otherwise attempt to extract source code from the Site and the Site Information.

(6) YOU shall report any bug(s) or problem(s) that are found when YOU use the Site to the Site Webmaster (ts-marketplace_webmaster@toyotasystems.com) promptly.

(7) YOU shall use a computer with appropriate security measures that is authorized by YOUR COMPANY when YOU access to the Site.

Article 7: Ownership of Copyrights and Other Rights

(1) YOU acknowledge that the copyrights and all other proprietary rights in and to the Site and the Site Information, including but not limited to the texts, graphics, data, scripts, codes and application software contained in the Site and the Site Information, belong to the Provider.

(2) In the event YOU post to the Site any form of information, YOU shall grant to the Provider, by posting the said information, non-exclusive, free, sub-licensable and transferable, freely available license for the posted information.

Article 8: Indemnification and Disclaimer of Liability

(1) YOU understand that the Site Information might include (a) technical information, trade secret or other information belonging to the Provider or other third party that are protected by laws related to intellectual property rights and/or unfair competition law and (b) personal information of a third party that is protected by laws related to privacy, rights of publicity, libel and/or defamation. Accordingly, when YOU use any Site Information, YOU shall take all necessary precautions not to infringe upon any obligation under applicable laws and right of a third party by, for example, obtaining, through TOYOTA and/or TOYOTA SYSTEMS, prior consent from the Provider.

(2) TOYOTA SYSTEMS has no special relationship with or fiduciary duty to YOU. YOU acknowledge that TOYOTA SYSTEMS has no control over (a) what content YOU (or any other Authorized Users) access via the Site network, (b) what effect the Site Information might have on YOU, (c) how YOU might interpret or use the Site Information or (d) what actions

YOU might take as a result of having been exposed to the Site Information.

(3) YOU HEREBY RELEASE TOYOTA, TOYOTA SYSTEMS AND THE PROVIDER FROM ALL LIABILITY FOR THE SITE INFORMATION YOU OBTAINED THROUGH THE SITE NETWORK UNLESS EXPRESSLY AGREED IN WRITING. TOYOTA, TOYOTA SYSTEMS AND THE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING AND ARE NOT RESPONSIBLE FOR:

(A) THE SITE, THE SITE INFORMATION, THE SERVICES OR ANY OTHER CONTENT CONTAINED IN OR ACCESSED THROUGH THE SITE NETWORK,

(B) THE SUITABILITY OF THEM FOR ANY PURPOSE,

(C) FUNCTIONALITY, MAINTENANCE, USE AND/OR OPERATION OF THE SITE,

(D) THE ACURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF THE SITE INFORMATION, AND

(E) THE SAFETY OF THE SITE NETWORK OR THE SITE INFORMATION AGAINST DISRUPTION OR SUSPENSION OF ITS FUNCTION, ERROR OR INFILTRATION OF COMPUTER VIRUS OR ANY OTHER TROUBLE OF SIMILAR OR DISSIMILAR NATURE THAT MAY ARISE FROM THE USE OF THE SITE NETWORK.

(4) ANY SERVICES, INFORMATION AND SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

(5) IN NO EVENT TOYOTA, TOYOTA SYSTEMS AND THE PROVIDER ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR ANY OTHER DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE USE OR PERFORMANCE OF THE SITE NETWORK, THE SERVICES, THE SITE INFORMATION AND/OR YOUR BREACH OF ANY TERMS AND CONDITIONS OF THIS AGREEMENT.

Article 9: Use of YOUR and YOUR COMPANY's Information

(1) YOU hereby confirm that YOU shall provide TOYOTA SYSTEMS with the YOUR COMPANY's Information. YOU agree that TOYOTA SYSTEMS may, in its sole discretion, include all or a part of YOUR COMPANY's Information into the Site and copy, modify and/or process it. TOYOTA SYSTEMS also may make YOUR COMPANY's Information (with or without such copy, modification and/or processing) available to TOYOTA and the other Participating Companies through the Site network as the Site Information under the same terms and conditions as those provided in this Agreement, without making any payment of

consideration therefore to YOU or YOUR COMPANY.

(2) YOU represent that YOUR COMPANY's Information does not include any information that violates the laws related to intellectual property rights, unfair competition, privacy, rights of publicity, libel and/or defamation.

(3) By providing any personal information to TOYOTA SYSTEMS, YOU consent to the collection and use of the personal information in accordance with the purposes described in TOYOTA SYSTEMS's privacy statement [See Supplementary Notes below].

Article 10: Confidentiality

(1) YOU shall not disclose to any third party other than the Authorized Users, without a prior written approval of TOYOTA SYSTEMS or the TOYOTA and Participating Company which has offered the particular Site Information ("Disclosing Company"), (a) the Site Information identified as confidential with or without any modification and/or processing thereof, (b) User ID and (c) any other information provided by the Disclosing Party to YOU for accessing the Site ("Confidential Information").

(2) YOU shall not use the Confidential Information for any purpose other than the purpose of this Agreement or beyond the extent specifically permitted in writing by the Disclosing Party.

(3) YOU recognize that a breach of this Article 10 of this Agreement would irreparably harm the Disclosing Party and that the Disclosing Party is entitled to seek a court order (including, without limitations, injunctions) in any court of competent jurisdiction with respect to any such breach or potential breach in addition to any other remedies.

Article 11: Term and Termination

(1) This Agreement shall become effective upon YOUR acceptance by clicking on the "AGREE" button below and shall continue for an indefinite period unless terminated in accordance with the provisions of this Article.

(2) This Agreement shall automatically terminate upon termination of the Distributor Agreement[s] between TOYOTA and YOUR COMPANY for any reason.

(3) TOYOTA SYSTEMS may terminate this Agreement:

(i) immediately upon TOYOTA SYSTEMS's written notice to YOU in case that YOU breach the provisions of Articles 4(1), 6 or 10 of this Agreement,

(ii) by serving a written notice to YOU in case YOU breach any other provisions of this Agreement and do not rectify the breach within thirty (30) days from the date on which TOYOTA SYSTEMS sends YOU a written notice complaining of that breach, or

(iii) immediately upon TOYOTA SYSTEMS's written notice to YOU in case as provided in Article 4(4) of this Agreement.

(4) YOU may terminate this Agreement forthwith by serving a written notice to TOYOTA SYSTEMS in case TOYOTA SYSTEMS breaches any provisions of this Agreement and does not rectify the breach within thirty (30) days from the date on which YOU send to TOYOTA SYSTEMS a written notice complaining of that breach.

(5) Upon termination of this Agreement for any reason, the rights granted to YOU under this Agreement, including YOUR registration and rights to access and use the Site and any Services, shall automatically be revoked and YOU shall immediately cease and desist from accessing the Site and using any Site Information that has been available to YOU prior to the termination. Except in case this Agreement is terminated by YOU in accordance with Paragraph (4) above, TOYOTA SYSTEMS and the Participating Companies shall have the right to continue to use YOUR COMPANY's Information which has been included into the Site prior to the termination.

(6) Termination of this Agreement for any reason shall not affect survival of YOUR obligations provided in Articles 7, 8, 9, 10, 11 and 14 of this Agreement.

Article 12: Amendment; Prior Agreement(s)

(1) TOYOTA SYSTEMS reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the internet, or by sending YOU a notice via email or a postal mail. YOU shall be responsible for reviewing and becoming familiar with any such modifications. YOUR use of the Services following such notification constitutes YOUR acceptance of the terms and conditions of this Agreement as modified.

(2) This Agreement constitutes amendment and restatement to all former Secrecy Contract for TS Marketplace and SITE USE AGREEMENT entered into by and between TOYOTA SYSTEMS and YOU ("Prior Agreements"), whether by way of execution of a written agreement or otherwise, and any and all terms and conditions contained in the Prior Agreements shall be superseded to the extent restated, added, deleted, modified or otherwise changed by this Agreement.

Article 13: Force Majeure

TOYOTA SYSTEMS shall not be responsible to YOU for non-performance, delay or deficiency in the performance of its respective obligations as a result of strikes, wars, riots, natural calamities, disruption of communication, security incident (including, but not limited to, viruses and ransomware attacks), prohibition by law or any other causes beyond its reasonable control. If there occurs any such event of force majeure, TOYOTA SYSTEMS shall inform YOU of the occurrence and details of such event as soon as practicable, and after cessation of such event, the parties hereto shall immediately confer and settle matters

regarding the performance of this Agreement.

Article 14: Miscellaneous

- (1) The failure of either party to exercise in any respect right provided for in this Agreement shall not be deemed a waiver of any further rights under this Agreement.
- (2) TOYOTA SYSTEMS shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TOYOTA SYSTEMS's reasonable control.
- (3) If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- (4) This Agreement is not assignable, transferable or sublicensable by YOU except with TOYOTA SYSTEMS's prior written consent. YOU hereby acknowledge and agree that TOYOTA SYSTEMS may assign this Agreement wholly or partially to any other TOYOTA group company without the need to obtain any further consent from YOU or YOUR COMPANY.

Article 15: Governing Law and Arbitration

- (1) The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance the laws of Japan.
- (2) Any dispute, controversy or trouble arising from or in connection with this Agreement shall be brought to an amicable settlement between the parties hereto.
- (3) In case that no satisfactory settlement is reached, it is agreed that at the request of either party, the dispute, controversy or trouble shall be finally settled by arbitration in Tokyo, Japan, in accordance with the rules of the Japan Commercial Arbitration Association, and the award of the arbitration shall be final and binding upon the parties hereto. The award shall include an allocation of the cost of the arbitration proceedings. If any legal action or proceeding is necessary to enforce such award or YOUR confidentiality obligations set forth in Article 10 of this Agreement, the same may be brought in any court of competent jurisdiction.

Established and effective as of May 7, 2024

[Supplementary Notes] [Privacy Policy of TS Market Place](#)

1. WHAT DOES THIS PRIVACY POLICY COVER?

This Privacy Policy covers the treatment of personal information ("Personal Information") that TOYOTA SYSTEMS gathers when YOU access the Site and when you use the Services.

2. TOYOTA SYSTEMS'S USE OF THE PERSONAL INFORMATION

TOYOTA SYTEMS shall use YOUR Personal Information obtained from YOU under this Agreement only for the purposes

- (1) to provide the Services to YOU under this Agreement,
- (2) to improve the Site or the Services,
- (3) to comply with any provisions in any applicable laws and regulations or follow any governmental notification and/or guidelines, etc., and
- (4) to protect human lives or human rights.

3. PROVISION OF ANY PERSONAL INFORMATION TO ANY THIRD PARTY

YOU consent to that TOYOTA SYSTEMS may provide the Personal Information to TOYOTA, its subsidiaries, its affiliates which TOYOTA SYSTEMS controls and its contractor to the extent only necessary to achieve the purposes above. Even in such case, TOYOTA SYSTEMS shall request them to handle the Personal Information in a proper manner and TOYOTA SYSTEMS shall control the use the Personal Information by them in a suitable fashion.

4. CHANGES TO THIS PRIVACY POLICY

TOYOTA SYSTEMS may amend this Privacy Policy from time to time. Use of the Personal Information TOYOTA SYSTEMS collects is subject to the Privacy Policy in effect at the time the information is collected. If TOYOTA SYSTEMS makes amendments in the way TOYOTA SYSTEMS use the Personal Information, TOYOTA SYSTEMS will notify you by posting an announcement on the Site or sending a postal mail.

Established and effective as of : May 7, 2024