



TOYOTA CONNECTED, INC.

TOYOTA CONNECTED ARBITRATION AGREEMENT

Disputes may occasionally arise between any employer and its applicants. Arbitration is a form of alternative dispute resolution that offers the benefits of a speedy, cost effective, less formal, impartial, final and binding manner in which to resolve such disputes.

This Toyota Connected Arbitration Agreement (“Agreement”) is between, on the one hand, Toyota Connected, Inc. (“Company”) and, on the other hand, the job applicant who electronically signs the employment application with the Company (“Applicant”) (whether or not the Company later employs him or her). This Agreement is effective as of the date the Applicant submits the application with the Company (“Effective Date”).

By this Agreement, Company and Applicant mutually agree to waive the right to trial by jury and to resolve through mandatory binding arbitration any and all past, present, and future claims, disputes or controversies, whether or not arising out of or relating to the Applicant’s employment and/or cessation of employment with Company, if hired, that Company may have against the Applicant or that Applicant may have against (1) Company, (2) Company’s officers, directors, employees or agents in their capacity as such or otherwise, (3) Company’s parents, subsidiaries and affiliated entities, (4) Company’s benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates and agents, and/or (5) all successors and assigns of any of them (“Claims”).

To the maximum extent permitted by law, Applicant waives any right to bring on behalf of persons other than him/herself, or to otherwise participate with other persons in, any class or collective action.

Arbitrable Claims are those that are justiciable under applicable federal, state or local law. Arbitrable Claims include, but are not limited to: (1) all statutory claims; (2) claims for wages or other compensation due; (3) claims for breach of any contract or covenant (express or implied); (4) tort claims; (5) claims for harassment or discrimination; (6) claims for retaliation; (7) claims for benefits; and (8) any other claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance (except as provided in the next paragraph).

The following claims are not covered by this Agreement: (1) court actions seeking provisional remedies in aid of arbitration, including temporary restraining orders and preliminary injunctions, where such actions are otherwise available by law; (2) proceedings to obtain Workers’ Compensation insurance benefits (however, claims asserting discrimination or retaliation related to filing for Workers’ Compensation insurance benefits are Arbitrable Claims, unless otherwise provided by law); (3) administrative proceedings to obtain Unemployment Compensation benefits; (4) administrative charges/proceedings before the National Labor Relations Board, Equal Employment Opportunity Commission, or any other federal, state or local agency, including, but not limited to, an equal opportunity or fair employment practices agency; (5) claims that were pending in a judicial or administrative forum as of the Effective Date of this Agreement; and (6) claims that as a matter of law cannot be subject to arbitration. Nothing in this Agreement precludes Applicant from filing an administrative charge with, seeking relief from, or reporting possible violations of law or regulation to any federal, state, or



TOYOTA CONNECTED, INC.

local agency or government office (for example, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, or the Consumer Financial Protection Bureau).

Parties are encouraged to attempt in good faith to resolve disputes between them, including using any available internal Company procedures and/or resources, prior to initiating arbitration. In addition, Applicants are reminded to follow Company's procedures for reporting unlawful harassment, discrimination, and/or retaliation.

1. Arbitration Rules

Except as otherwise provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings pursuant to the Agreement. To the extent that the Federal Arbitration Act is inapplicable, the arbitration law of the state in which the Applicant would have worked, works or last worked, if hired, with Company shall apply.

Except as otherwise provided in this Agreement, the arbitration shall be administered pursuant to the JAMS Employment Arbitration Rules & Procedures ("JAMS Rules"). The JAMS Rules are available at <http://www.jamsadr.com/rules-employment-arbitration>. A printed copy of JAMS Rules will be provided to the Applicant upon written request to Human Resources.

Resolution of the dispute shall be based solely upon the law governing the Claims and defenses pleaded, and the Arbitrator may not invoke any basis (including, but not limited to, "just cause" standards) other than as provided by such controlling law.

2. Initiation of Arbitration

An Applicant may initiate arbitration by sending a written notice of any Claim to Company's registered agent CT Corporation System at one of its then-current mailing address before expiration of the statute(s) of limitation period (deadline for filing) for the asserted Claim(s). Attachment A contains a list of CT Corporation System's current mailing addresses for various jurisdictions. Company will contact the Applicant to begin the process of selecting a mutually acceptable Arbitrator.

If Company has a Claim against an Applicant, it may initiate arbitration by sending a written notice to the Applicant by certified or registered mail at the last mailing or home address on file at Company.

The written notice shall specifically identify and describe the nature of any and all Claims the aggrieved party has against the other party as of the date of the written notice, the facts upon which such Claims are based, the relief or remedy sought, and the name, address and telephone number of legal counsel representing the party, if applicable. Any claims not asserted in the written notice shall be deemed waived unless brought within the applicable statute of limitations period.



TOYOTA CONNECTED, INC.

3. Place of Arbitration

The arbitration shall take place in the county (or comparable governmental unit) in which the Applicant would have been, is or was last employed by Company, if hired, unless the parties mutually agree to a different location.

4. Representation

The Applicant and Company have the right to consult with, or be represented by, legal counsel during the arbitration process. If either party intends to use an attorney, that party must immediately notify the other party in writing of the name, address and telephone number of its attorney.

5. Retaliation

Retaliating against an Applicant for threatening to submit or for having submitted a Claim to arbitration is prohibited.

6. Arbitrator

All matters submitted to arbitration shall be decided by a single arbitrator ("Arbitrator"). The Arbitrator shall be a former judge, selected by a mutual agreement of the parties or pursuant to JAMS Rules.

7. Arbitrator's Authority

The Arbitrator shall apply the substantive law and the law of remedies, if applicable, of the state in which the Claim arose, or federal law, or both, as applicable to the Claim(s) asserted. The Arbitrator will have no authority to modify or nullify any law, lawful Company policy, rule, regulation, or procedure or agreement entered into by the parties. The Arbitrator shall have no authority to impose damages or other remedies that would not have been available to the parties had the matter been heard in court.

The Arbitrator's decision shall be based solely on the legally admissible evidence presented at the hearing.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems advisable. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment, partial summary judgment, or summary adjudication by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

8. Discovery



TOYOTA CONNECTED, INC.

Unless otherwise ordered by the Arbitrator (as provided below), each party shall have the right to depose up to three (3) fact witnesses and any expert witness designated by the other party. The party seeking to depose a non-party witness may request the Arbitrator to issue a subpoena to compel the non-party witness' attendance.

Unless otherwise ordered by the Arbitrator (as provided below), each party shall be entitled to submit to the other party no more than twenty-five (25) interrogatories and/or twenty-five (25) document requests, including all discrete subparts. The party to whom the discovery request is submitted shall respond within thirty (30) calendar days of the request date.

The Arbitrator may grant additional discovery if the Arbitrator finds that the party has demonstrated that it needs that discovery to adequately arbitrate the claim, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism.

Non-expert discovery must be completed at least one hundred fifty (150) calendar days before the scheduled arbitration hearing date.

Expert reports and any supporting documentation shall be exchanged at least forty (40) calendar days before the scheduled arbitration hearing date. Copies of all documents to be submitted as exhibits at the arbitration shall be exchanged at least twenty-five (25) calendar days prior to the scheduled hearing date. All witnesses expected to testify at the hearing shall also be identified at least twenty-five (25) calendar days prior to the scheduled hearing date.

9. Additional Arbitration Procedures

Each party has the right to submit a motion for summary judgment or partial summary judgment or summary adjudication no later than one hundred twenty (120) calendar days before the scheduled arbitration hearing date. The other party shall submit a response within thirty (30) calendar days of receiving the motion. The moving party shall reply within ten (10) calendar days of receiving the other party's response. Any motion for summary judgment shall be decided no later than sixty (60) calendar days prior to the scheduled arbitration hearing date. The Arbitrator may change these deadlines only for good cause.

Either party, at its expense in the first instance, may arrange and pay for a certified court reporter to provide a stenographic transcript of proceedings.

Unless otherwise ordered by the Arbitrator, each party has the right to submit a post-hearing brief summarizing its factual and legal arguments. The time for filing such a brief shall be set by the Arbitrator.

If any party refuses or neglects to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

10. Fees and Expenses



TOYOTA CONNECTED, INC.

Company shall be responsible for paying in the first instance any filing or administrative fee and the fees and costs of the Arbitrator. Each party shall pay in the first instance its own litigation costs and attorneys' fees, if any. If any party prevails on a statutory claim that affords the prevailing party attorneys' fees and litigation costs, or if there is a written agreement providing for attorneys' fees and/or litigation costs, the Arbitrator shall rule upon a motion for attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the Claim(s) at issue.

11. Arbitrator's Decision

The Arbitrator shall render an award and written opinion normally no later than thirty (30) calendar days after the date the arbitration hearing concludes or the post-hearing briefs, if requested, are received, whichever is later. The opinion shall include the factual and legal bases for the award.

The decision or award of the Arbitrator shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction.

12. Reconsideration and Review

Either party shall have the right to file with the Arbitrator within thirty (30) calendar days of issuance of the Arbitrator's decision, (and the Arbitrator shall have jurisdiction to consider and rule upon) a motion to reconsider, accompanied by a supporting brief. The other party shall have twenty (20) calendar days from the date of the motion to respond. The Arbitrator thereupon shall reconsider the issues raised by the motion and promptly either confirm or change the decision, which shall then be final and conclusive upon the parties, except as provided by law.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce, set aside or modify an arbitration award under standards provided by law. If any portion of the arbitration award is subsequently determined to be illegal, invalid or unenforceable, such determination will not affect the legality, validity or enforceability of the remaining portions of the award.

13. Class Action Waiver

To the maximum extent permitted by law, an Applicant waives any right to bring on behalf of persons other than him/herself, or to otherwise participate with other persons in, any class or collective action.

14. Interstate Commerce

Applicant understands and agrees that Company is engaged in transactions involving interstate commerce, and that Applicant's employment, if hired, affects such interstate commerce.



TOYOTA CONNECTED, INC.

15. Confidentiality

Applicant and Company agree to keep the Arbitrator's decision and award confidential, provided, however, that nothing in this Agreement precludes any disclosure to the parties' attorneys, judicial action to enforce or vacate the award, or disclosures made in the course of discovery authorized by any court or arbitrator.

16. Agreement Survives Termination of Employment

This Agreement shall survive the Applicant's resignation from or termination of employment with Company, if hired, and the expiration of any benefit plan, if applicable.

17. Severability

If any provision or provisions of this Agreement are determined by a court to be void or otherwise unenforceable, in whole or in part, all remaining provisions shall remain in full force and effect. If, notwithstanding this severability clause, the entirety of this Agreement is held unenforceable, then any prior arbitration agreement between Applicant and any Toyota company shall remain in effect.

By submitting his/her employment application with the Company, Applicant certifies that he/she has read and understands this Agreement, and that he/she accepts and agrees to all of the terms and conditions of this Agreement. Applicant also certifies that he/she is entering into this Agreement voluntarily, with full knowledge of its effect.



TOYOTA CONNECTED, INC.

ATTACHMENT A

CT Corporation System's Current Mailing Addresses

Name	Address	Jurisdiction
C T Corporation System	9360 Glacier Highway, Suite 202, Juneau, AK 99801	AK
C T Corporation System	2 North Jackson Street, Suite 605, Montgomery, AL 36104	AL
The Corporation Co.	124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201 - 3736	AR
C T Corporation System	2390 East Camelback Road, Phoenix, AZ 85016	AZ
C T Corporation System	818 West 7th Street, Los Angeles, CA 90017	CA
The Corporation Co.	1675 Broadway, Suite 1200, Denver, CO 80202	CO
C T Corporation System	One Corporate Center, Hartford, CT 06103 - 3220	CT
C T Corporation System	1015 15th Street, NW, Suite 1000, Washington, DC 20005	DC
The Corporation Trust Company	1209 Orange Street, Wilmington, DE 19801	DE
C T Corporation System	1200 South Pine Island Road, Plantation, FL 33324	FL
C T Corporation System	1201 Peachtree Street, N.E., Atlanta, GA 30361	GA
The Corporation Company, Inc.	1136 Union Mall, Suite 301, Honolulu, HI 96813	HI
C T Corporation System	400 East Court Avenue, Des Moines, IA 50309	IA
C T Corporation System	921 S Orchard Street, Suite G, Boise, ID 83705	ID
C T Corporation System	208 South LaSalle Street, Suite 814, Chicago, IL 60604	IL
C T Corporation System	150 West Market Street, Suite 800, Indianapolis, IN 46204	IN
The Corporation Company, Inc.	112 S.W. 7th Street, Suite 3C, Topeka, KS 66603	KS
C T Corporation System	306 W. Main Street, Suite 512, Frankfort, KY 40601	KY
C T Corporation System	5615 Corporate Blvd, Suite 400 B, Baton Rouge, LA 70808	LA
C T Corporation System	155 Federal Street, Suite 700, Boston, MA 02110	MA
The Corporation Trust Incorporated	351 West Camden Street, Baltimore, MD 21201	MD
C T Corporation System	1536 Main Street, Readfield, ME 04355	ME
The Corporation Company	30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025 - 5720	MI
C T Corporation System, Inc.	100 South Fifth Street, Suite 1075, Minneapolis, MN 55402	MN
C T Corporation System	120 South Central Avenue, Clayton, MO 63105	MO
C T Corporation System	645 Lakeland East Drive, Suite 101, Flowood, MS 39232	MS



TOYOTA CONNECTED, INC.

C T Corporation System	208 North Broadway, Suite 313, Billings, MT 59101	MT
C T Corporation System	150 Fayetteville Street, Box 1011, Raleigh, NC 27601	NC
C T Corporation System	314 East Thayer Avenue, Bismarck, ND 58501	ND
C T Corporation System	5601 South 59th Street, Lincoln, NE 68516	NE
C T Corporation System	9 Capitol Street, Concord, NH 03301	NH
The Corporation Trust Company	820 Bear Tavern Road, West Trenton, NJ 08628	NJ
C T Corporation System	123 East Marcy Street, Santa Fe, NM 87501	NM
The Corporation Trust Company of Nevada	311 South Division Street, Carson City, NV 89703	NV
C T Corporation System	111 Eighth Avenue, New York, NY 10011	NY
C T Corporation System	1300 East 9th Street, Cleveland, OH 44114	OH
The Corporation Company	1833 South Morgan Road, Oklahoma City, OK 73128	OK
CT Corporation System	388 State Street, Suite 420, Salem, OR 97301	OR
CT Corporation System	116 Pine Street, 3rd Floor, Suite 320, Harrisburg, PA 17101	PA
C T Corporation System	450 Veterans Memorial Highway, Suite 7A, East Providence, RI 02914	RI
C T Corporation System	2 Office Park Court, Suite 103, Columbia, SC 29223	SC
C T Corporation System	319 South Coteau Street, c/o C T Corporation System, Pierre, SD 57501	SD
C T Corporation System	800 S. Gay Street, Suite 2021, Knoxville, TN 37929 - 9710	TN
C T Corporation System	1999 Bryan Street, Suite 900, Dallas, TX 75201	TX
C T Corporation System	1108 E. South Union Avenue, Midvale, UT 84047	UT
CT Corporation System	4701 Cox Road, Suite 285, Glen Allen, VA 23060 - 6802	VA
C T Corporation System	400 Cornerstone Drive, Suite 240, Williston, VT 05495	VT
C T Corporation System	505 Union Avenue SE, Suite 120, Olympia, WA 98501	WA
C T Corporation System	8020 Excelsior Drive, Suite 200, Madison, WI 53717	WI
C T Corporation System	5400 D Big Tyler Road, Charleston, WV 25313	WV
C T Corporation System	1712 Pioneer Avenue, #120, Cheyenne, WY 82001	WY