

2022 Toyota Connected Arbitration Agreement

Disputes may occasionally arise between any employer and its employees. 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 2022 Toyota Connected Arbitration Agreement (“Agreement”) is between you (“You”) and Company. For purposes of this Agreement, “Company” includes Toyota Connected North America, Inc. and its past, present and future parents, subsidiaries, and affiliate and related companies.

This Agreement is effective (“Effective Date”) as of the earlier of January 1, 2023 and Your first date of employment with Company if You were hired after June 1, 2022. You accept this Agreement by continuing or commencing employment with Company on or after the Effective Date.

By this Agreement, Company and You mutually agree to resolve through binding arbitration all claims, including but not limited to claims about Your employment with Company and Your separation from employment with Company, that Company may have against You or that You may have against (1) Company, (2) Company’s officers, directors, employees or agents in their capacity as such or otherwise, (3) Company’s benefit plans or the plans’ sponsors, fiduciaries, administrators, affiliates and agents, and/or (4) all successors and assigns of these entities or individuals (“Claims”). Company and You waive the right to have a court or jury trial on any arbitrable claim.

Arbitrable Claims are those that can be brought under applicable federal, state or local law. Arbitrable Claims include, but are not limited to: (1) claims under statute, regulation, or ordinance; and (2) all common law claims (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; (6) claims of sexual harassment or sexual assault arising or accruing on or after March 3, 2022, as defined in the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act; and (7) claims that as a matter of law (after application of Federal Arbitration Act preemption principles) cannot be subject to arbitration.

Parties are encouraged to attempt in good faith to resolve disputes through Company’s voluntary internal dispute resolution procedures prior to initiating arbitration. In addition, You are reminded to follow Company’s procedures for reporting harassment, discrimination, and/or retaliation, as provided in Company’s policies then in effect.

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 You work or last worked 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 You 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

You may initiate arbitration by sending a written notice of any Claim to Company's registered agent CT Corporation System before expiration of the statute(s) of limitation period (deadline for filing) for the asserted Claim(s). (Using Company's voluntary internal dispute resolution procedures shall not extend the deadline for initiating binding arbitration, except as stated in a writing issued by Company's authorized agent.) A list of CT Corporation System's current mailing addresses can be found at <https://www.wolterskluwer.com/en/solutions/ct-corporation/sop-locations>. Company will contact You to begin the process of selecting a mutually acceptable Arbitrator.

If Company has a Claim against You, it may initiate arbitration by sending a written notice to You 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 party has against the other party as of the date of the written notice, the facts upon which such Claims are based, the relief 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.

3. Place of Arbitration

The arbitration shall take place in the county (or comparable governmental unit) in which You are or were last employed by Company, unless the parties mutually agree to a different location.

4. Representation

You 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 You 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 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 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

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. To the maximum extent permitted by law, 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 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 does not 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

Company shall be responsible for paying any filing or administrative fee and the fees and costs of the Arbitrator. (Except as provided below, and notwithstanding any provision of law or of the JAMS Rules, Company will pay all fees and costs to initiate the arbitration within 60 days after the deadline provided in this Agreement, or within 60 days of the date of receipt of a proper invoice for any such fees and costs, whichever is later.) Each party shall pay 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, You waive any right to bring on behalf of persons other than him/herself, or to otherwise participate with other persons in, any class, collective, or representative action.

14. Interstate Commerce

You understand and agree that Company is engaged in transactions involving interstate commerce, and that Your employment affects such interstate commerce.

15. Agreement Survives Termination of Employment

This Agreement shall survive Your resignation from or termination of employment with Company and the expiration of any benefit plan.

16. 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 You and any Toyota company shall remain in effect.

17. Procedures for Multiple Claims

Notwithstanding any provision of the JAMS Rules, these procedures shall be used when more than 10 cases pending at the same time present substantially similar or overlapping allegations of fact or law. The parties agree to use these procedures (which courts in similar circumstances sometimes call "bellwether" procedures) based on the judiciary's experience that, after one or a few cases are tried to verdict, most or all of the other cases settle or otherwise resolve themselves. A court of competent jurisdiction, and not JAMS or an arbitrator, shall resolve any dispute over whether these procedures apply to any group of claims.

Procedures

To the maximum extent permitted by law, no more than 10 cases will be active ("Active List") at any one time. All remaining cases will be stayed, with the statute of limitations tolled. As soon as one of

the cases on the Active List is resolved (by decision, settlement, or otherwise), a stayed arbitration shall replace it on the Active List. Both Company and claimants (through their counsel, if any) will select five (5) cases to comprise the original Active List. Thereafter, except as provided below, cases shall be placed on or moved to the Active List in the order demands for arbitration are first received. Until a case is on or is moved to the Active List, Company shall have no obligation to pay any JAMS or arbitrator fees. JAMS shall resolve any dispute about the composition of the Active List, but JAMS shall have no authority to deviate from the procedures set forth in this section.

Hardship

If You claim exceptional hardship from any delay pursuant to these procedures, You may petition Company to place Your case on the Active List. If Company does not agree, You may petition JAMS to place the case on the Active List. If Company or JAMS finds exceptional hardship and places Your case on the Active List, JAMS shall (based on its determination of relative hardship) remove one other case from the Active List and place it at the head of the list of stayed cases. Under no circumstances shall JAMS place more than 10 cases on the Active List. If more than 10 hardship applications are granted, JAMS shall determine which 10 cases shall proceed first, based on its determination of relative hardship.