

THE | AUTONOMOUS

IP POLICY FOR THE AUTONOMOUS WORKING GROUPS

IP POLICY FOR THE AUTONOMOUS

For a specific Working Group

This agreement about the IP Policy for *The Autonomous* (the “**Agreement**”) is entered into by and between:

TTTech Auto AG
Operngasse 17, 1040 Vienna, Austria

(“**TTTech Auto**”)

and

Member, as set forth in the Signature Page of this **Agreement**
(“**Member**”)

as well as further **WG Members** of the respective **Working Group** defined in Annex./1 of the *The Autonomous*, provided they have also in writing acceded to this **Agreement**.

RECITALS

- (A) The **Member** either entered into a **Membership Agreement** about the cooperation under the umbrella of *The Autonomous*.
- (B) The **Parties** will, along with other **WG Members**, jointly organize and host, with additional partners where appropriate, regional or otherwise organized (e.g. virtual) small-scale workshops (“**Working Group Meetings**”) taking place on a recurring basis with the aim of developing concepts in the broadest sense on the topic of safe automated driving.
- (C) This **Agreement** shall apply to the specific **Working Group** on the topic defined in Annex./1 (“**Working Group**”); the participation of **WG Members** may vary and/or change over time; the rights and obligations under this **Agreement** shall apply to all **WG Members** that have acceded to this **Agreement**.
- (D) The aim of the **Working Group** is the creation of white papers, publications, and/or other work results on its scope, as described in Annex./1 (“**Purpose**”). It is not expected that any other work results or new **IPR** is created within the **Working Group**; however, the resulting white papers may contain references to **Background IPR** of a **Party**.

- (E) The *Parties* intend to enter into this *Agreement* setting forth a framework for the mutual rights and obligations in connection with the treatment and governing of *IPR* within *The Autonomous*.

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Any italicized term used in this *Agreement* (including its Annexes and Recitals) shall have the meaning set out herein below or as defined elsewhere in the *Agreement*:

“*Affiliate*” shall mean, with respect to any *Person*, any other *Person* who, directly or indirectly, controls, is controlled by, or is under common control with, such *Person*, including any general partner, managing member or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such *Person*. For purposes hereof, the *Affiliates* of a *Party* shall include any *Person* whose voting stock or participating profit interest is owned or controlled, directly or indirectly, by such *Party*, through the ownership of a minimum of fifty percent (50%) of the voting shares, by contract, or otherwise, and any *Person* that owns or controls, directly or indirectly, fifty percent (50%) or more of the voting stock of such *Party*.

“*Agreement*” shall mean this IP Policy Agreement.

“*Activity*” shall mean all activities related to the *Purpose* and consisting in the development, adoption, publication, and/or distribution of *Work Results* through *Working Group* committees, groups, conferences, or otherwise named teams under the auspices of *The Autonomous* including, but not limited to, face to face, online meetings, written and electronic communications, and all other forms of communication or contributions.”

“*Background IPR*” shall mean all *IPR* owned, controlled, developed, created or invented by or for a *Party* (a) prior to the *Effective Date* or (b) resulting from activities of a *Party* that are performed concurrently with the term of this *Agreement*, but not pursuant to or under this *Agreement* and independent from any *IPR* and *Confidential Information* received from other *Parties* under this *Agreement*.

“*Commercialize*” shall mean to promote, market, distribute, sell (and offer for sale or contract to sell), import, export, or otherwise commercially exploit or provide product support for a given product or service and to conduct activities in preparation for conducting the foregoing activities; “*Commercialization*” shall have a corresponding meaning.

“**Confidential Information**” shall have the meaning set forth in the **Membership Agreement**.

“**Contributed Background IPR**” shall mean **Background IPR** of a **Party** that was contributed by that **Party** to a **Work Result** of the **Working Group** and that is marked as such or identified as such in accordance with section 3.2 below.

“**Declaration of Entry**” shall mean the explicit acceptance of this **Agreement** by **Member** to a particular **Working Group** effected through signature of **Annex./1**.

“**Effective Date**” shall mean, in relation to the **Member** acceding to this **Agreement**, the signature date of its **Declaration of Entry** for the particular **Working Group** as stated in **Annex./1**.

“**Essential**” shall mean an **IPR** used in the course of a **Standard**, where it would be technically impossible, taking into account normal technical practice and the state of the art generally available at the time of adoption of the **Standard**, to implement the respective **Standard** without making use of infringing the **IPR** in question.

“**Foreground IPR**” shall mean any and all new **IPR** created, developed or arising in the course of an **Activity** within the scope of this **Agreement** and related to the **Purpose**, including but not limited to any alterations, amendments, updates, upgrades, modifications and derivative works of **Background IPR** of any **Party** that are created, developed or arise from activities of a **Party** under this **Agreement**, regardless whether it is directly or indirectly contained in the **Work Results**.

“**FRAND Terms**” means fair, reasonable, and non-discriminatory terms of licensing.

“**IPR**” or “**IP Rights**” means any and all intellectual property rights anywhere in the world, whether or not registered or granted, including any applications therefore, including: (a) **Patents**; (b) inventions, (c) copyrights (including copyrights in software); (d) database rights; (e) designs; (f) design rights; (g) utility models; (h) semiconductor products; (i) topographies and mask works; (j) **Confidential Information**; (k) trade secrets and proprietary know-how; (l) all moral and economic rights of authors and inventors, however denominated, throughout the world; (m) all rights of whatsoever nature in computer software and data; and (n) all intangible rights and privileges of a nature similar or allied to any of the foregoing. **IPR** shall, however, exclude trademarks and any rights in names or signs.

“**Member**” shall mean the **Party** other than **TTTech Auto** hereby acceding to this **Agreement**.

“**Membership Agreement**” shall mean an agreement between a party and **TTTech Auto** governing the terms of membership of such party to the **The Autonomous**.

“**Notice**” shall have the meaning set forth in section 11.1.

“**Party**” or “**Parties**” respectively shall mean the **Member** and **TTTech Auto** as well as all other **WG Members** to a particular **Working Group** that have agreed to this **Agreement** applicable to the particular **Working Group**.

“**Patents**” means any patents and applications (including provisional applications, reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof), patents issuing from such applications, certificates of invention or any other grants by any governmental authority for the protection of inventions, and all reissues, renewals, continuations, continuations-in-part, re-examinations and extensions of any of the foregoing, in any jurisdiction, including all foreign and international patents and applications, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof; provided, however, that when the term “**Patent**” is used in the context of, or to refer to, a particular patent or patent application, or a patent or patent application on a schedule, the term means only that particular patent or patent application, as the case may be.

“**Person**” shall mean any individual, corporation, partnership, trust, limited liability company, association or other entity.

“**Purpose**” shall have the meaning set forth in item (D) of the Preamble.

“**Standard**” shall mean a technical standard that is an established norm or requirement for a repeatable technical task which is applied to a common and repeated use of rules, conditions, guidelines or characteristics for products or related processes and production methods, and related management systems practices.

“**The Autonomous**” shall mean the initiative founded by **TTTech Auto** in 2019 with the focus of bringing the autonomous mobility industry together.

“**Third Party**” shall mean with respect to a **Party**, any **Person** that is not an **Affiliate** of such **Party**.

“**TA Member**” shall mean a party having entered into a **Membership Agreement** as long as its **The Autonomous** membership is still active.

“**TTTech Auto**” shall mean TTTech Auto AG, Operngasse 17, 1040 Vienna, Austria.

“**Work Results**” shall mean deliverables of projects under any **Activity** of the **Working Group**, including, but not limited to, white papers, presentations, publications, meeting reports and minutes, documentation, specifications for a material, products, processes, procedures or test methods, standards, specifications, informational or technical reports, recommended practices, guides, magazines, books and journals. **Work Results** may include, but are not limited to, traditional written information, computer software, electronic files databases.

“**Working Group**” shall mean a group of members dedicated to working towards a particular **Purpose** under the **The Autonomous**; unless the context mandates a reference to multiple **Working Groups**, any reference to a **Working Group** under

this **Agreement** shall designate the particular **Working Group** listed in the title and described more closely in Annex./1 to this **Agreement**.

“**Working Group Members**” or “**WG Members**” shall mean other **TA Members** who are members of a particular **Working Group** that have agreed to this **Agreement** applicable to the particular **Working Group**.

“**Working Group Meeting(s)**” shall have the meaning set forth in Clause (B) of the Preamble.

2. ANNEXES, EFFECT AND DEVIATIONS

2.1 The following Annexes form an integral part of this **Agreement**:

Working Group Description and Declaration of Entry Annex./1

Current WG Members List of respective Working Group Annex./2

2.2 By signing this **Agreement**, **Member** accepts the principal applicability of the provisions set forth herein for any **Working Group**. In addition, **Member** shall declare its participation in a particular **Working Group** and explicitly accept applicability of this **Agreement** for the particular **Working Group** by signing the **Declaration of Entry** set out in Annex./1, to which the current **WG Member** list, Annex./2 shall be attached.

2.3 Any provisions deviations from this **Agreement** for a particular **Working Group** must be set forth in section III. of Annex./1, making explicit reference to the respective provisions of this **Agreement** to be amended or supplemented, and must at any rate (i) be agreed equally for **all WG Members** and (ii) be countersigned by **TTTech Auto** to be effective.

3. IPR OWNERSHIP AND LICENSING

3.1 **Background IPR**. The **Parties** may contribute to the **Working Group** by sharing certain **Background IPR** or by referencing it in the course of any **Activity** under this **Agreement**. Nothing in this **Agreement** shall change or transfer the ownership rights of any **Party** regarding any of the **Party's Background IPR**, grant any rights in any **Background IPR** beyond the license scope explicitly stated in section 3.3, or restrict a **Party** in any way in its use of its **Background IPR**. The **Parties** shall either beforehand mark in good faith all **Contributed Background IPR** as such, e.g. by

the markings as “Proprietary” or claim *Contributed Background IPR* in the course of a review process following a session of a *Working Group* (sec. 3.2).

- 3.2 **Review Process.** The *Parties* shall hold a review process after each session of *Activity* held by the *Working Group*, where relevant, in which the *Parties* shall review all *Work Result(s)* from such session and in good faith
- (i) identify and claim *Contributed Background IPR* (if not already marked beforehand);
 - (ii) declare whether, in each *Party’s* opinion, any *Foreground IPR* was created and in such case name the *Party/Parties* entitled to and what elements of *Contributed Background IPR* or *Foreground IPR* are concerned; and
 - (iii) declare whether, in each *Party’s* opinion, any *Essential Foreground IPR* was created.

The results and attribution of *IPR* of these review processes shall be taken in writing, circulated, and expressly accepted by each *Party* taking part in the particular *Activity* of the *Working Group*. The decision on allocation and attribution of *IPR* and contributing *Parties* must be unanimous. In case no agreement is found, the *Work Results* concerned by the *Working Group Activity* will become moot and may not be used by any *Party* in any way (except that each *Party* remains unrestricted to use its own *Background IPR*). In such case, no licenses will be granted as otherwise foreseen under this section 3.3.

- 3.3 **Background IPR License.** Each *Party* shall grant to the other *Parties* a worldwide, non-exclusive, individual, non-transferable, non-assignable, sub-licensable (only subject to Section 3.4 below) license to use the *Contributed Background IPR* that it contributed to the *Work Results*, on a royalty-free and fully-paid up basis solely to the extent required for the further *Activity* related to the *Purpose* under the umbrella of and within respective *Working Group*; such licenses shall survive the termination of this *Agreement* and/or the withdrawal by a *Party* from the *Agreement*. For the avoidance of doubt, this license does not grant any *Party* (a) the right to use any *Party’s Background IPR* other than *Contributed Background IPR*; or (b) the right to use any *Contributed Background IPR* outside of *The Autonomous*, whether for *Commercialization* or other purposes, including for any internal development of products or processes on an individual basis, unless explicitly agreed to in writing.
- 3.4 **Foreground IPR.** The *Parties* do not envisage that in the course of *Activities* of the *Working Group* new *Foreground IPR* will be created. Should a *Party* nonetheless be of the opinion that any *Work Results* amount to *Foreground IPR*, such *Party* shall notify all other *Parties* thereof in the course of a review process as set forth under section 3.2. above. In case no agreement is found on the question of creation and ownership, such *Foreground IPR* may not be used by either *Party*, subject to a

resolution by arbitration in accordance with section 10. below. Failure to notify the other *Parties* shall lead to the *Parties* being entitled to freely use the concerned *Work Results* without restriction. Once claimed by a *Party*, any use of such *Foreground IPR*, whether for *Commercialization* or other purposes, including for any internal development of products or processes on an individual basis, shall be subject to individual agreements between the *Parties* concerned in accordance with section 3.6 below.

- 3.5 **FRAND Commitment.** In case the *Parties* establish that *Essential Foreground IPR* has been created as part of the *Work Results*, the *Parties* hereby give an undertaking that they are prepared to grant licenses to anyone wishing to implement the *Standard* to which the *Essential IPR* relates (i) on *FRAND* terms, (ii) to all *Essential IPR* owned by the respective *Party*, (iii) to the extent necessary to permit the implementation of the respective *Standard*. Such undertaking may be made subject to the condition that those who seek licenses agree to reciprocate. Where a *Party* has elected not to declare or failed to declare *Essential IPR* in accordance with section 3.2, the *Party* is deemed to have given the undertaking in accordance with this section 3.5.
- 3.6 **License Negotiation.** In all aspects not relating to *Essential IPR*, where a *Party* requests a license to any *Foreground IPR* and/or *Contributed Background IPR* of another *Party*, the *Parties* shall enter into good faith negotiations on such licenses on the basis of *FRAND* terms, whereas any license may be made subject to the condition that those who seek licenses agree to reciprocate.
- 3.7 **Publication of Work Results.** *TTTech Auto*, on behalf of *The Autonomous*, shall be free to publish certain parts of the *Work Results*. The exact scope and form of such *Work Results* to be published shall be decided by all *Parties* who are *WG Members* of the particular *Working Group* at the time of publication. To this end, the *Parties* agree to grant all required licenses under copyright law and related rights, in and to any new or modified copyrightable *Work Results* developed as part of the *Activity* on a worldwide, irrevocable, and royalty-free basis to *TTTech Auto* in order to enable it to use, reproduce, distribute and publish such *Work Results* whether online or offline. The *Parties* shall ensure to obtain all required licenses and approvals from its employees, subcontractors or other persons it involves in the *Activities* on its behalf who have contributed to copyrightable *Work Results*.

4. PUBLICITY AND TRADEMARKS

- 4.1 The rights of *TTTech Auto* to use the *Parties'* company names and/or trademarks for the purpose of publicly announcing participation in the respective *Working Group* is governed in the respective *Membership Agreements*. Outside of this rights grant, unless agreed otherwise in writing by all *Parties*, no *Party* shall publicly announce or carry out any marketing or advertising activities in relation to the

development of any *IPR* or any other activity in the course of the *Working Group* under *The Autonomous*. Unless expressly agreed in writing between the respective *Parties*, no *Party* shall have the right to use any names, logos, trademarks or trade names of any of the other *Parties*.

- 4.2 If a *Party* intends to carry out advertising activities, it shall inform the relevant *Party* or *Parties* in good time about the type and scope of the planned activities. The *Parties* will then consult with each other and agree on the granting of the necessary rights of use for the use of names, logos, trademarks or trade names where appropriate, which may be withheld at the *Party*'s absolute discretion. Existing usage guidelines of the providing party regarding the use of trademarks, logos etc. must always be observed.

5. REPRESENTATIONS & WARRANTIES

- 5.1 Each *Party* contributing *Background IPR* represents and warrants with respect to such *Contributed Background IPR* that as at the date of its contribution
- (i) it owns all rights, title and interest in and to the *Contributed Background IPR* or is otherwise entitled to make such disclosure and contribution and authorised to make these representations and warranties by the person so entitled;
 - (ii) it (or the person so entitled) has not granted and shall not grant licenses to any other entity which conflict with the rights granted hereunder; and
- 5.2 The *Contributed Background IPR* is provided "AS IS" and there are no further warranties hereunder, whether express, implied or statutory.

6. IPR INFRINGEMENT AND ENFORCEMENT

- 6.1 Each *Party* shall provide written notice to the other *Parties* promptly after becoming aware of any infringement or misappropriation of any (i) other *Party*'s *Contributed Background IPR* or (ii) *Foreground IPR* by a *Third Party*. In such event, the *Parties* shall cooperate in good faith to determine how to respond to such infringement or misappropriation.
- 6.2 The *Parties* shall take appropriate measures to ensure that no *IPR* is misappropriated by its employees, agents and/or subcontractors in the course of the *Working Group*.
- 6.3 Each *Party* shall provide written notice to the other *Parties* without delay after becoming aware of any indication that the use of its *Contributed Background IPR* in the context of the *Working Group* violates any *Third Party IPR*.

7. LIMITATION OF LIABILITY

- 7.1 Unless set forth otherwise in this *Agreement*, in no event will a *Party*, nor any of its *Affiliates*, be liable to the other *Party* or its *Affiliates*, for consequential, indirect, exemplary or punitive damages or expenses (including lost revenues, profits or business opportunities) for any cause of action, whether in contract, tort or otherwise (including for breach of warranty, negligence and strict liability in tort) arising out of or in connection with this *Agreement*, whether or not the *Party* was or should have been aware of the possibility of these damages or expenses.

8. CONFIDENTIALITY

- 8.1 The terms and conditions set forth in the *Membership Agreement* shall apply to all handling of and obligations with regard to *Confidential Information*.

9. EFFECTIVE DATE / TERM AND TERMINATION

- 9.1 *Term*. This *Agreement* shall become effective as of the *Effective Date* and shall remain in force for as long as the respective *Party* is a *TA Member* and a *WG Member* of the specific *Working Group*. A *Party* may at any time, effective by the end of its then-current term of its *Membership Agreement*, by written notification to *TTTech Auto*, terminate its membership in a particular *Working Group* and thereby this *Agreement* with effect for that particular *Working Group*. Any such termination/non-renewal shall only have effect for the non-renewing *Party*.
- 9.2 *Termination for good cause*. This *Agreement* can be terminated earlier for good cause. In the event of (i) a material breach of this *Agreement* by any *Party* hereto, (ii) Notice by any other *Party* wishing to terminate because of the existence of such breach and (iii) failure by the respective *Party* in breach of this *Agreement* to cure such breach within ninety (90) days of such Notice, this *Agreement* may be terminated with immediate effect by a non-breaching *Party*, giving immediate effect to the Effects of Termination (Section 9.3). Without limitation, a material breach of this *Agreement* is assumed if a *Party* misses more than two consecutive *Working Group Meetings* or otherwise becomes inactive for a period of over six (6) months, in each case without reasonable justification.
- 9.3 *Effect of Termination*. Upon the effective date of any expiration or termination of this *Agreement* for whatever reason, notwithstanding any licenses granted to *Foreground IPR* under a separate express written agreement, all rights and licences granted and obligations undertaken by the *Parties* hereunder shall immediately terminate, except as otherwise expressly stated in this *Agreement*.
- Expiration or termination of this *Agreement* for whatever reason shall not relieve the *Parties* of any liability hereunder that accrued, arose during or relates to, any period prior to such termination, nor preclude any *Party* from pursuing all rights

and remedies it may have hereunder or at law or in equity with respect to any breach of this **Agreement** prior to such termination, nor prejudice any **Party's** right to obtain performance of any obligation hereunder that accrued, arose during or relates to, any period prior to such termination. The remedies provided in this Section 9 are not exclusive of any other remedies a **Party** may have in law or equity (each **Party** understands that nothing in this sentence shall limit the scope or application of any limitations on those remedies that may be expressly set forth elsewhere in this **Agreement**).

10. GOVERNING LAW AND ARBITRATION

- 10.1 This **Agreement** shall be governed by Austrian law without giving effect to any conflict of laws rules of private international law and the UN Convention on the International Sale of Goods.
- 10.2 All claims arising out of or relating to this **Agreement** (or any amendments thereto) including but not limited to its performance, violation, termination or nullity as well as the pre and post contractual obligations, shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by (i) one arbitrator up to a dispute value of EUR 500,000 or by (ii) three arbitrators, if the dispute value exceeds EUR 500,000, even if the claim is based on other legal grounds than the **Agreement** (such as statutory law).
- 10.3 The seat of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.
- 10.4 The **Parties** give their consent to a multiparty proceeding in accordance with Article 15 of the Vienna Rules.
- 10.5 The arbitral tribunal is authorized to carry out certain parts of the proceedings, for example meetings, hearing of witnesses, out-of-court viewings, deliberations, rendering of the award, outside of the agreed upon seat of arbitration, if the arbitral tribunal so determines. The seat of arbitration shall not be changed as a consequence thereof.
- 10.6 The arbitral tribunal shall use its best efforts to diligently and expeditiously proceed with arbitration. Upon the conclusion of any hearing and unless the arbitral tribunal orders otherwise, the **Parties** shall have thirty (30) days to submit written briefs in support of their respective positions. The arbitral tribunal shall render a written decision within sixty (60) days after the filing of such briefs, subject to any reasonable delay that, in its sole discretion, the arbitral tribunal determines the interests of justice require. Failure to adhere to this time limit shall not constitute a basis for challenging the decision of the arbitral tribunal.

10.7 Notwithstanding the arbitration agreement, each party may seek interim relief before the state courts.

11. NOTICES

11.1 Any notice or other communication in connection with this **Agreement** (each a “**Notice**”) shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or;

- (i) upon personal delivery to the Party to be notified;
- (ii) when sent by confirmed electronic mail or fax if sent during normal business hours of the receipt, if not then on the next business day;
- (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or
- (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

11.2 Notices to **TTTech Auto** by electronic mail shall be effective if mailed to contact@the-autonomous.com; **Notices** to the **Member** shall be effective if mailed to the E-mail address indicated by the **Member** in the **Membership Agreement**.

12. GENERAL

12.1 **Decision-making.** The **Parties** commit to use their best endeavours that all of their decision-making under this **Agreement** is on a bona fide basis and led by the objective of implementing fair, reasonable and non-discriminatory terms.

12.2 **Costs.** Each **Party** shall bear its own costs incurred in connection with the negotiation of this **Agreement**.

12.3 **Entire Agreement and Amendments.** Except as stipulated herein, this **Agreement** constitutes the entire agreement and understanding of the **Parties** relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. Provided that the form of a notarial deed is not required for amendments to and modifications of this **Agreement**, such amendments and modifications shall be valid only if agreed upon in writing and signed by the **Parties** hereto; this formal requirement may only be waived in writing.

12.4 **Section Headings.** The titles and headings to Sections contained in this **Agreement** are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this **Agreement**.

12.5 **Interpretation.** In this **Agreement**, unless the context otherwise requires: (i) the singular shall include the plural and vice versa; (ii) references to one gender

include all genders; (iii) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms. The Recitals shall be part of this **Agreement** and shall be binding between the **Parties**.

- 12.6 **Remedies and waivers.** No failure by any **Party** to exercise, nor any delay in exercising, any right or remedy under this **Agreement** shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this **Agreement** are cumulative and not exclusive of any rights or remedies provided by law.
- 12.7 **Assignment.** Save as provided in this Section, no **Party** may without the prior written consent of the other **Parties** (not to be unreasonably withheld) assign, subcontract, transfer or in any way deal with any legal, beneficial or other interests arising in respect of any of its rights or obligations under this **Agreement**.
- 12.8 **Severance.** If any provision of this **Agreement** shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form a part of this **Agreement** but the legality, validity or enforceability of the remainder of this **Agreement** shall not be affected. The Parties shall each use all reasonable endeavours to agree a valid and enforceable provision to replace that illegal, invalid or unenforceable provision, in whole or in part that corresponds to the original intention and purpose of the illegal, invalid or unenforceable provision.
- 12.9 **Further Assurance.** Each **Party** confirms that it has the power and authority to execute this **Agreement** and perform the obligations contained in this **Agreement**. Each **Party** agrees to perform (or procure the performance of) all further acts and things and to execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as may be reasonably necessary to implement and/or give effect to this **Agreement**.
- 12.10 **No third party right.** Nothing in this **Agreement** is intended to grant any third party any right to enforce any term of this **Agreement** or to confer on any third party any benefits under this **Agreement**.
- 12.11 **Counterparts.** This **Agreement** may be executed in any number of counterparts.
- 12.12 **Independence.** The **Parties** shall at all times and for all purposes be deemed to be independent and neither **Party**, nor either **Party's** employees, representatives, subcontractors, suppliers or agents, shall have the right or power to bind the other **Party** or any other **WG Member**. Neither **Party** shall represent to any third party that it is the representative, agent or employee of the other.

- 12.13 **No Joint Venture.** Nothing in this Agreement shall be deemed to constitute a joint venture, franchise, agency relationship, employment, or a civil law partnership (*Gesellschaft bürgerlichen Rechts*) between any of the Parties and hence neither this Agreement nor the performance shall be construed so that the relationship between the Parties under this Agreement is deemed to be a civil law partnership either under Austrian law and the Parties explicitly state that they have no intention to establish such civil law partnership by executing this Agreement.
- 12.14 **Accession.** Every *TA Member* may accede to this *Agreement* by signing an essentially equivalent agreement with *TTTech Auto* and thus become a *Party* from the moment of signature.

SIGNATURE PAGE

IN WITNESS WHEREOF, the *Member* and *TTTech Auto* have executed, accepted and agreed this Agreement.

Member Company

Address (Street/no/postcode/city
country)

Member Signature #1

...
By: _____
Title: _____
Date: _____

Member Signature #2 (if needed)

...
By: _____
Title: _____
Date: _____

TTTech Auto AG

Operngasse 17, 1040 Vienna, Austria

TTTech Auto AG Signature #1

By: _____
Title: _____
Date: _____

TTTech Auto AG Signature #2 (if
needed)

...
By: _____
Title: _____
Date: _____