

CONTENT AND PUBLICITY RELEASE AND AGREEMENT

(If applicable, attach copies of relevant photos, footage, and/or text)

This release/agreement concerns the use of content provided by you ("Content") that incorporates your name (and any stage names and/or nicknames), trademark(s), signature, image (including photographs and videos), likeness, performance, voice, personal characteristics, stories, statements and/or testimonials, activities, social media and online profiles and handles, other indicia and/or biographical information ("Likeness"), which Content may be incorporated in materials (whether in the form of print, audio, video, photography, or another medium) ("Materials") created by, on behalf of, or for the benefit of Toyota Motor North America, Inc. ("Toyota"), and the use of the Content and Materials by Toyota and others affiliated with Toyota. By signing this release/agreement, you acknowledge that good and valuable consideration has been provided, and you agree as follows:

1. **Licensed Parties.** The "Licensed Parties" under this agreement are Toyota, its parent, subsidiary and affiliated companies, their respective advertising agencies, distributors, dealers, dealer associations, and all of their respective employees, agents, designees, contractors, licensees, successors and assigns.
2. **License Grant.** You expressly consent and give permission to the Licensed Parties to use, exploit, adapt, display, broadcast, edit, modify, reproduce, distribute, publicly perform and publish the Content, Materials, and your Likeness for use in any form, style, color or medium now known or hereafter devised and for any purpose (including for advertising and promotional purposes), throughout the world, without any time period restriction and without notifying or compensating you. You acknowledge that the Licensed Parties are not required to use the Content, your Likeness, or any Materials in any way. You waive any right that you may have to inspect or approve the Licensed Parties' copyright, use or publication of the Materials. You acknowledge that, once publicized, the Content and Materials may be shared and used by third parties outside the control of Toyota. You expressly acknowledge and agree that the Licensed Parties are not responsible for, and will have no liability in relation to, any use, display, or distribution of the Content, Materials or Likeness in connection with such third party uses.
3. **Ownership.** You agree that Toyota shall exclusively own all right, title, and interest in all Materials. As much as is permitted by law, you give up any rights you may have in and to the Materials. If you receive a copy of any Materials, you shall use it only for your own personal viewing and shall not share it with anyone else.
4. **Representations and Warranties.** You make the following representations and warranties:
 - You (or if you are minor, your undersigned parent or legal guardian) are at least the age of majority in your state or jurisdiction and have the right and ability to enter into this agreement.
 - You have the full right and authority to enter into this agreement and to grant the rights granted in this agreement, including by obtaining all necessary third party rights (e.g., from the photographer of any images used in the Content) to permit the uses authorized in this agreement.
 - The Licensed Parties' permitted use of the Content and your Likeness shall not violate anyone else's rights or conflict with any of your other commitments.
 - Any statements by you that are incorporated into the Content reflect your actual experiences and beliefs.

You make these statements knowing that the Licensed Parties are relying on the accuracy and truthfulness of your statements herein contained and that the Licensed Parties can be seriously and irreparably damaged if any of your statements are, in whole or in part, false or misleading.

5. **CBAs.** If you render services or your Likeness is used in Content or Materials subject to any talent collective bargaining agreement to which a Licensed Party has agreed to be bound ("CBA"):
 - You accept the minimum scale rates under the CBA to the extent payable, and if you receive other compensation for your services or the use of your Likeness and/or Content, the scale rates shall first be credited against that compensation; and
 - You acknowledge that Toyota shall cause the applicable pension and health payments (to the extent required) to be made directly to the applicable union plan based on the then-current allocation guidelines applicable to such CBAs.
6. **Release of Claims.** As much as is permitted by law, ***you release and waive all claims that you may have against the Licensed Parties for damages or losses that may arise from or relate to any exercise of the rights granted in this agreement, including based on use of the Content and your Likeness or an invasion of your privacy or publicity rights. You shall fully compensate the Licensed Parties for any damages and losses arising out of your breach of this agreement. Your release, waiver, and agreement to fully compensate the Licensed Parties shall apply whether or not such damages or losses were contributed to or caused by the fault of any Licensed Parties or any third parties. You further acknowledge and agree that the Licensed Parties shall not be liable for consequential, indirect, exemplary, special or punitive damages of any kind.***
7. **General.** This agreement shall be governed by Texas law without regard to its conflicts of laws principles. This release contains the complete understanding and agreement between you and Toyota in relation to its subject matter and can only be modified by a written agreement signed by you and an authorized representative of Toyota. You acknowledge and agree that the Toyota employee privacy policy and any other policies or agreements you may have with Toyota do not apply to the Content, Likeness and Materials in connection with this agreement. As an employee of Toyota, or any of its parent, subsidiary, or affiliated companies, you acknowledge and agree that you are not required to sign this agreement as part of your employment with such company, and you sign this agreement voluntarily. You shall keep confidential any information that the Licensed Parties designate as confidential or that should reasonably be understood, by its nature, to be confidential, including the terms of this agreement.

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8. **Alternative Dispute Resolution.** Toyota and I agree to resolve any and all disputes arising out of or relating to this agreement in final and binding arbitration, as described in the One Toyota Arbitration Agreement. I agree I previously received a copy of the One Toyota Arbitration Agreement (OTAA) from Toyota and the OTAA is a part of, and incorporated with, this Agreement.