

**TERMS & CONDITIONS OF SALE FOR D-RIVEN AUTOMOTIVE SOLUTIONS, LLC  
REV 1, DATED 3-1-24**

**SCOPE OF WORK**

Client hereby authorizes D-RIVEN AUTOMOTIVE SOLUTIONS, LLC, d/b/a D-RIVEN ENGINEERED SOLUTIONS (“DRIVEN”) to perform certain identified Services on its behalf, including, but not limited to, providing engineering, design, industrial engineering, and controls, (“Services”) along with product design and industrial fabrication (“Industrial Product Fabrication”). Services and Industrial Product Fabrication shall also be referred to as “Engineering Solutions”. If a signed Proposal and/or Purchase Order and Authorized Work Instruction is not received from Client within 48 hours of notice of award, DRIVEN reserves the right to cease its Engineering Solutions until appropriate documentation is provided and received by DRIVEN.

**DESIGN/WORK RELEASE**

DRIVEN is a service organization that specializes in providing its clients with project management, general industry knowledge, systematic business process, engineering and design services, and data analysis, assessment, audit and compliance services. This Agreement acknowledges that the Client is the expert (designer) of all parts and systems, which DRIVEN supports through this Agreement. As defined in our scope, DRIVEN may agree to provide immediate service for up to 48 business hours without a documented and authorized work instruction. The Client agrees work quality may not be disputed during the 48-hour period from written job approval, unless a mutually approved written procedure or job description is established. Client also acknowledges that failure to provide a mutually approved, written work procedure or job description within 48 hours may result in DRIVEN's termination of these contracted Services.

**TERM**

This Proposal/Agreement entered into between the parties will be in effect for the referenced term on the Proposal/Agreement unless renewed in writing and signed by authorized personnel of both the Client and DRIVEN

**PRICING**

During the Term of this Proposal/Agreement, the rates for DRIVEN's Services are outlined in this Proposal/Agreement and shall also be used for additional work to be provided by DRIVEN unless otherwise agreed by the parties. DRIVEN shall make annual adjustments to billing rates, which shall take effect January 1 of each calendar year.

**INVOICE & PAYMENT**

DRIVEN will accept the Client's authorized credit card payment for Services in accordance with the Client's credit card terms. Clients using International Automated Clearing House (ACH) payment methods or electronic funds transfers will automatically be charged a \$30.00 flat fee per invoice. For other Services provided, DRIVEN will submit a bi-weekly invoice to the Client within ten (10) days after the end of the week that the Service was provided during the prior Monday through Sunday weekly period. Client will pay all invoiced amounts within the standard payment terms of net due upon receipt or unless otherwise specified in this Proposal/Agreement. If payment of invoice is not received within thirty (30) days of date of invoice, a service charge equal to the lesser of 1.5% per month (18% per annum) or the maximum rate allowed under

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any applicable usury laws may be assessed on the unpaid balance of all invoices not paid by due date. If DRIVEN commences any legal action for Client's non-payment of any invoice, DRIVEN shall be entitled, in addition to all legal and equitable remedies, to collect from Client all costs and expenses incurred by DRIVEN in taking such action, including, but not limited to, DRIVEN costs of collection, including reasonable attorneys' fees and costs of litigation.

#### TRANSPORTATION OF PROPERTY

DRIVEN expressly disclaims liability from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever arising out of or in any way relating to the transportation of property by DRIVEN. Client agrees to indemnify DRIVEN and its respective officers, directors, associates and agents from and against all claims, suits, actions, damages, losses and expenses (including, without limitation, reasonable attorney fees and costs of litigation) that in any manner result from or arise directly or indirectly in whole or in part, from the transportation of property by DRIVEN, regardless of whether the property is owned by Client.

#### NON-SOLICITATION OF EMPLOYEES

Neither party shall, during the term of this Agreement and for six (6) months after its termination, directly, or indirectly, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other party's express written consent, provided, however, that neither party shall be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity.

#### WARRANTY, DISCLAIMER & LIMITATION OF LIABILITY

DRIVEN shall perform its Services based on standard industry practice. No Associate, agent, salesperson, or other person is authorized to give any warranties on behalf of DRIVEN, nor to assume for DRIVEN any other liability in connection with any of its Services provided, without written approval by an officer of DRIVEN.

EXCEPT AS PROVIDED IN THIS PARAGRAPH, DRIVEN MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL DRIVEN BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSSES CAUSED BY BUSINESS INTERRUPTION) ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE ANY OF THE PARTS, SUPPLIES, TOOLS OR EQUIPMENT SERVICED OR HANDLED BY DRIVEN. DRIVEN DOES NOT REPRESENT THE QUALITY OF CLIENT'S PRODUCTS OR DESIGN AND THE EXTENT OF DRIVEN'S LIABILITY SHALL BE THE REFUND OF 50 PER CENT OF AMOUNTS PAID BY CLIENT FOR DRIVEN'S SERVICES FOR THE JOB AT ISSUE.

#### INSURANCE

DRIVEN will maintain, at its own expense, and provide certificates of insurance for the following minimum insurance coverage: (a) statutory workers' compensation; (b) employer's liability (c) commercial general liability; and (d) automotive liability (covering owned, non-owned, and hired vehicles) in the amounts set forth below:

Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

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General Liability                      \$2,000,000

#### FEDERAL & STATE SAFETY STANDARDS

For all Services to be performed on Client's premises, and/or the premises of the Client's customer's, the Client agrees: (a) to comply with all applicable laws and ordinances relating to health and safety, including, but not limited to, all Federal and State OSHA rules and regulations, and agrees and undertakes to provide any safety equipment, clothing or devices necessary or required by law; (b) to indemnify, defend, and hold harmless, including reasonable attorneys' fees and costs of litigation, DRIVEN from all liability, including claims, damages, penalties or fines arising from the violation of the Federal Occupation, Safety and Health Act of 1970 and any similar State laws pertaining to work place, equipment or supervision by the Client; and, (c) to obtain the prior written consent of a DRIVEN Officer or other authorized representative before utilizing any DRIVEN employee to operate machinery, equipment or vehicles.

#### INDEMNIFICATION; LIMITATION OF LIABILITY

Client agrees to defend and indemnify DRIVEN and its respective Officers, Directors, Associates and Agents from and against all claims, suits, actions, damages, losses and expenses (including, without limitation, reasonable attorney fees and costs of litigation) in any manner result from or arise directly or indirectly, in whole or in part, from Client's actions or omissions and/or, if applicable, the actions or omissions of Client's customer's and for Services provided by DRIVEN, unless such Services have been performed in a grossly negligent way. DRIVEN shall only defend and indemnify Client or its customers to the extent of its insurance.

#### CONFIDENTIALITY

The terms and conditions of this Proposal/Agreement as well as all presentations and/or any other types of CLIENT proprietary information, are and shall be kept confidential.

**1. Definition of Confidential Information.** Any information disclosed in confidence by one party ("**Discloser**") to the other ("**Recipient**"), before or during the Term, shall be maintained by the parties in protected status as "**Confidential Information**" and guarded against unauthorized disclosure. Confidential Information shall include but is not limited to:

- (a) Technical information, trade secrets, know-how, manufacturing methods or techniques, discoveries, inventions, formulae, analyses, models, prototypes, materials, data, software, specifications, designs, drawings, blueprints, photographs, notes, records, reports, studies or findings, or other information relating to the technology, methods or techniques used by Discloser (and in the case of DRIVEN's Confidential Information, expressly including materials incorporating or derived from any such Confidential Information);
- (b) Data and other information relating to DRIVEN's marketing of its products and Services and/or its assets or internal corporate structure, including, but not limited to customers and customer requirements, Clients and Client requirements, cost and pricing, distribution channels, volume and revenue projections, market forecasts, business strategies, real property, facilities and equipment, information technology, personnel, systems, internal policies and procedures, and similar information Discloser (and in the case of DRIVEN's Confidential Information, expressly including materials incorporating or derived from any such Confidential Information);
- (c) The existence or subject matter of this Agreement and/or the circumstances leading to its adoption; and
- (d) Any other disclosed information not generally known or readily ascertainable by parties unrelated to DRIVEN ("**Third Parties**").

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## **2. Handling of Confidential Information.**

**A. Standard of Care.** Recipient shall exercise the highest standard of care in handling Confidential Information to guard it against unauthorized disclosure and maintain it in protected status, by restricting access to it and taking all necessary and reasonable security measures. These measures shall be at least as great as those Recipient takes to protect its own confidential information and in no case less than those taken by a prudent party with regard to its own confidential information.

**B. Restrictions on Access and Disclosure.** Recipient shall not disclose or allow access to Confidential Information without Discloser's prior written consent, except to its employees and independent contractors as provided under this Section; provided, however, that DRIVEN shall be entitled to disclose Confidential Information provided or created by Client to certain employees of its corporate Affiliates which agree to be bound to the same extent and under the same terms. To be allowed to receive access to Confidential Information, and prior to receiving any access, an employee of Recipient (or of DRIVEN's Affiliate) (i) shall have a "need to know" the Confidential Information in connection with the Purpose, and (ii) shall be subject to an existing written duty of nondisclosure which is sufficient to allow Recipient to meet its obligations under this Agreement. For purposes of this Section an "**Affiliate**" is any corporation or other entity that controls, is controlled by, or is under common control with DRIVEN. Client may not disclose DRIVEN's Confidential Information to any Third Party (including, but not limited to independent contractors who are non-employee individuals or entities directly or indirectly providing goods or Services to Client) without the prior written consent of DRIVEN.

### **FORCE MAJEURE**

Neither Party will be liable to the other for any delay in delivery or failure to perform caused by a force beyond its control, including, but not limited to, natural disaster, war, act of God, or interruption of utilities or transportation. In such event, the affected Party will promptly notify the other Party of the nature and anticipated duration of the delay or failure.

### **AUTHORIZATION & UNDERSTANDING OF PROPOSAL / AGREEMENT**

The Parties represent that each of the signatories to this Proposal/Agreement has the legal authority to execute this Proposal/Agreement and to order work and receive orders for work respectively. Each Party has read and fully understands the terms of this Proposal and Client agrees to DRIVEN warranty, disclaimer, and limitation of liability contained above. Susan, what if they don't sign it?

### **CANCELLATION**

In addition to any other rights, either Party may terminate these Services at any time and for any reason or for no reason by giving a 30-day written notice to the other Party. In such event, Client will be responsible for paying all outstanding invoice amounts for all of DRIVEN's Services Client received hereunder, under the payment terms indicated on the invoice.

### **WAIVER & SEVERABILITY**

The failure of either Party at any time to exercise any of its rights hereunder will not be deemed to be a waiver of those rights or any other rights hereunder. If any portion of this Proposal is or becomes invalid under any applicable law or regulation, such portion will be deemed stricken and the rest of this Proposal will remain in force and effect.

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## GOVERNING LAW & CHOICE OF VENUE

For any Services performed by DRIVEN in the US, the Parties agree that the terms of this Proposal/Agreement shall be governed by the laws of the State of Michigan, regardless of any state's choice of law principles. The Parties expressly agree to be subject to the exclusive jurisdiction of the State and Federal courts of Michigan, regardless of the Client's legal domicile, the location of the Services provided, or the Client's place of business. The Parties agree that any legal proceeding will be venue and adjudicated in the Circuit or Superior Courts of Washtenaw County in the State of Michigan, or the United States District Court for the Eastern District of Michigan. The Parties agree to waive their rights to a change of venue.

## ENTIRE PROPOSAL, MODIFICATION & BINDING EFFECT

The terms in this Proposal/Agreement are the complete and exclusive statement of the Proposal of the Parties with respect to the Services authorized hereunder and supersede and merge all prior proposals, understandings, and Proposal, whether oral or written, between the Parties with respect to the subject matter of this Proposal/Agreement. No modification or amendment of any provision of this Proposal/Agreement shall be binding unless executed in writing by both Parties. The Proposal/Agreement terms shall be binding on Client and DRIVEN and their respective successors and any duly authorized assigns.