

TMS/USA Overall Parts Solutions (OPS) Value Tracks Program

TERMS AND CONDITIONS OF PROGRAM

1. Dealer understands and agrees that, in exchange for the opportunity to participate in this Program, Dealer is required to comply with the terms and conditions set forth in this Section 1.
 - a. **Enrollment.** To enroll, you must visit *toyotapartsandservicehub.com* or such other mechanism designated by TMS/USA and, choose the OPS Program.
 - b. **Consulting.** For up to six (6) months following the Effective Date of opting-in for this Feature, Dealer shall require Dealer's managers to participate in intermittent consulting sessions provided by Service Provider.
 - c. **Training.** Dealer shall allot sufficient time and resources for training of Dealer's employees by Service Provider including:
 - i. Training for Dealer's managers on the supporting process for the Program and corresponding new responsibilities;
 - ii. Training for Dealer's sales associates on supporting processes and new responsibilities;
 - iii. Supporting audits by TMS/USA or TMS/USA's third party auditor, in the event TMS/USA determines, in its sole discretion to audit Dealer, to ensure that Dealer's employees are properly implementing the Program, as well as onboarding new employees where needed. If Dealer determines that it is necessary to hire any new employees in order to participate in the Program, Dealer commits to using best efforts to hire such employees prior to these trainings;
 - iv. Completing all assigned pre-work, as communicated to Dealer by TMS/USA from time to time.
 - d. **Product and Job Specific Training.** Dealer shall bear the cost of any training for dealership employees that is not specific to the Services (vehicle product knowledge, finance product knowledge, tools and technology). Any training not provided by Service Provider may need to be provided by the Dealer at its own cost in advance of or in conjunction with the training provided by Service Provider.
 - e. **Branding.** Dealership shall only advertise as directed by TMS/USA in the context of this Program.

- f. **Marketing Covenant.** Comply with the TMS/USA Dealer Marketing Covenant (TDMC), including abiding by the Minimum Allowable Advertised Price set forth in the TDMC.
 - g. **Feedback.** Dealer shall provide feedback to TMS/USA in connection with the Program in the form requested by TMS/USA, including responding to surveys and questionnaires provided by or on behalf of TMS/USA. This obligation shall continue throughout the Term.
 - h. **Privacy Policy.** Dealer shall update its posted privacy policy to include accurate information regarding Dealer's collection and sharing of Customer information (with TMS/USA and TMS/USA's and Dealer's third party service providers).
2. Dealer understands and agrees that, in exchange for the opportunity to obtain rebates under this Program, and in addition to compliance with the obligations set forth in Section 1, Dealer is required to comply with the policies and procedures set forth in this Section 2.
- a. Only the sale of Toyota Genuine Parts purchased from TMS/USA or TMS/USA's authorized distribution channels will be considered for OPS Value Tracks rebates ("rebates").
 - b. Dealer is prohibited from submitting requests for rebate payments for any gray market parts, aftermarket, salvage, etc. (Reference PANT Bulletin 2017-059 and 2015-006.)
 - c. Dealer must adhere to and sell parts to the customer at the "Buy It Now" price for each Toyota Genuine Part displayed to the Dealer's Customer, as set forth on the OPS Platform.
 - d. TMS/USA shall only pay rebates to Dealer for Toyota Genuine Parts actually sold from Dealer's parts inventory, documented by the Dealer's valid parts invoice, and delivered to the Customer who effected the purchase from Dealer through the OPS Platform.
 - e. Any available rebate shall be displayed next to the corresponding Toyota Genuine Part on the OPS Platform.
 - f. **Order Process**
 - i. Customer commits/submits order through OPS Platform and agrees to displayed quantities, part numbers, and prices;
 - ii. Dealer receives system notification of order;
 - iii. Dealer accepts the order through the OPS Platform;

- iv. When Dealer accepts the order, Dealer must:
 - 1. invoice Customer through Dealer DMS for the order at the “Buy Now” price, as displayed in the OPS Platform;
 - 2. close invoice in OPS Platform to finalize and deliver invoice to Customer;
 - 3. fulfill the order and deliver/convey invoiced parts to the Customer.
- g. **Return and Cancellation Process**
 - i. If Customer returns a Toyota Genuine Part(s) that qualified for a rebate, Dealer is required to enter into the OPS Platform a credit invoice that references the original selling invoice.
 - ii. If Dealer accepts and invoices an order and receives a cancellation of that order, Dealer must treat the cancellation as a return in the OPS Platform.
- h. **Rebate Payment Process**
 - i. Subject to receipt from OPS of the order confirmation and rebate amount, Dealer shall be paid by the end of the month following the month that the transaction occurred. Such payment shall appear on the Dealer Monthly Parts Statement.
 - ii. Rebates shall be paid net returns of Toyota Genuine Parts sold.
- i. Dealer is prohibited from any misrepresentation of quantity of Toyota Genuine Parts sold.
- j. Without waiving termination rights, if the Dealer breaches this Agreement, TMS/USA has the right to cease payment of all earned or unearned rebate payments immediately.
- k. TMS/USA shall have the right to use the rebate payments due to off-set any other obligations that Dealer has to Toyota as to this Agreement.