

September 2025

To: All Invitees

**Re: the exhibition by Mitsubishi Motors Europe B.V. ("MME") of its new Mitsubishi GRANDIS and ECLIPSE CROSS at MITSUBISHI MOTOR EUROPE B.V., Mitsubishi Avenue 1 & 21, 6121 SH Born, Netherlands from 23<sup>rd</sup> to 25<sup>th</sup> of September 2025 (the "Event")**

Dear Sir/Madam,

We, MME, are inviting a number of companies (the "Invitees") to attend the Event and they will each authorize individuals to attend the Event on their behalf; such individuals being hereinafter sometimes referred to together as the "**Representatives**" and individually as a "**Representative**". You are your company's Representative.

Representatives may be given the opportunity to test drive vehicles (whether pre-production, prototype, test or otherwise) at the Event (hereinafter referred to sometimes as a "**Test Drive**"). In connection with the Event, all Invitees and their Representatives will receive from us, or have access to, Confidential Information.

"**Confidential Information**" shall mean any information (including without limitation documents, photographs and marketing material) which is disclosed at or in connection with the Event (whether before or after the date of this Agreement and whether in writing, verbally or by any other means and whether directly or indirectly) by us or by another person on our behalf to you or to another person on your behalf including, without limitation, any information relating to us (MME), to our mother company Mitsubishi Motors Corporation (MMC), and to our or MMC's distributors, suppliers, activities, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs. In consideration of MME supplying you with Confidential Information, you agree as follows:

#### **1. KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL**

You shall keep the Confidential Information confidential and, in particular, you shall:

- I. not take (or distribute) any photographs (whether electronic or otherwise) at the Event;
- II. not take away with you any Confidential Information made available to you at the Event; and
- III. not use, distribute or reproduce the Confidential Information in whole or in part in any form (including but not limited to using or permitting the Confidential Information to be used in aggregated data collections or for other uses unconnected with the Event) except as expressly permitted by us in writing.

## **2. DURATION**

This Agreement shall be of indefinite duration.

## **3. FURTHER AGREEMENTS**

- IV. We accept no responsibility for and make no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. We are not liable to you or another person in respect of the Confidential Information or its use.
- V. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- VI. Damages would not be an adequate remedy for a breach of this Agreement and we are entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement.

## **4. ACKNOWLEDGEMENT/REPRESENTATION/COVENANT**

In connection with any Test Drive, you acknowledge, represent and covenant that you:

- I. are in possession of a full valid driving license, which has been duly produced to MME, with no endorsements that would invalidate your legal capacity to undertake such Test Drive
- II. you will adhere in full to all instructions given by MME in relation to such Test Drive
- III. you are fully aware of the risks associated with such Test Drive, including the possibility of injury to yourself and others when testing/driving vehicles;
- IV. you shall abide by the provisions of the applicable highway code at all times, including as relate to speed limits, mobile phone bans and/or usage of alcohol and/or narcotics
- V. whilst driving, you understand that unnecessary stops on, and deviations from, the routes designated by MME (in whatever form including orally, digitally and in writing) as part of such Test Drive are not permitted; and
- VI. you shall not disconnect tracking devices if fitted to test vehicles provided by MME.

## **5. GOVERNING LAW**

This Agreement is governed by Dutch law.

## **6. SIGNATURE**

This Agreement has been delivered to you through weblink and in paper at the event. Please indicate your acceptance of this Agreement on behalf of your company by inserting your name, company and signature in designated table.