

THIS CONFIDENTIALITY AND SUPPLY AGREEMENT made on February 7, 2023(hereinafter referred to as
"Effective Date")

BETWEEN:

Raisbeck Aviation High School Green Energy Team (hereinafter referred to as "**Team**"), and Bridgestone Americas Tire Operations, LLC., a limited liability company with its principal place of business at 200 4th Avenue South, Nashville, TN 37201 (hereinafter referred to as "**Bridgestone**").

WITNESSETH THAT:

WHEREAS, Team desires to obtain tires from Bridgestone to use when they race their Solar Car that is participating in the 2023 Solar Car Challenge (the "**Event**").

WHEREAS, Bridgestone desires to sell Team a specified quantity of tires ("**Tires**") solely for Team's use at the Event.

NOW THEREFORE, the parties hereto agree as follows:

1 Supply of Tires

1.1 Bridgestone shall provide Team with up to 4 tires, intended to be used testing and competing in the Event, free of charge. Team may purchase additional Tires from Bridgestone for a non-refundable purchase price of \$250/tire. Payment for the Tires shall be paid by the Team to Bridgestone no later than thirty (30) days from the date the Tires are shipped by Bridgestone to the Team as specified on the invoice therefor. All payments shall be made in the manner set forth in the invoice or as otherwise directed by Bridgestone in writing.

1.2 The details regarding Bridgestone's provision of Tires pursuant to this Agreement such as delivery date, method and shipping expense shall be determined by mutual consultation.

2 Use and Storage of Tires

2.1 Team shall not permit any person other than its directors, officers, employees, and personnel to access Tires.

2.2 Team shall treat Tires as follows:

- i. Team shall keep the inner pressure of Tires while driving within the range designated by Bridgestone;
- ii. Team shall, prior to driving, inspect Tires for problems such as cutting damage on surface of Tires, and in case any problem is discovered, replace such Tire(s) immediately; and
- iii. Team shall follow the instructions regarding safety made

by Bridgestone from time to time.

3 Ownership

3.1 All Tires are and shall remain, at all times, the sole property of Bridgestone, and Team shall not, without prior written consent of Bridgestone, sell, lend, dispose of or otherwise deal with any Tires, nor permit any other party to use or access Tires.

3.2 Team shall treat all Tires, whether or not already used, with duty of care of a prudent manager and in accordance with Bridgestone's instruction, and at Bridgestone's request or promptly following the conclusion of the Event, Team shall return the Tires to Bridgestone as soon as possible, provided that the cost for return shall be borne by Bridgestone.

4 Report of Test result

4.1 Team shall report all test results relative to Tires promptly to Bridgestone.

5 Limitations on Liability

5.1 Team acknowledges and agrees that neither Bridgestone nor any company, entity or corporate body which is from time to time the ultimate parent company of Bridgestone or any such parent company's direct or indirect subsidiaries other than Bridgestone (hereinafter referred to as the "**Bridgestone Group**") gives any warranty or undertakes any obligation, either express or implied, including, but not limited to, the merchantability, quality or fitness for purpose of any of its Tires, or any of the services supplied under or in connection with this Agreement, and that Bridgestone and each other member of the Bridgestone Group to the extent permitted by law expressly disclaim all such warranties.

5.2 To the extent permitted by law, Team shall not seek to hold Bridgestone or any other member of the Bridgestone Group (and their respective directors, employees or personnel) liable

in any circumstances for any loss or damage arising in connection with any Tires provided under this Agreement, or any other services supplied by Bridgestone, or anything done in connection with this Agreement, except for those arising out of Bridgestone's gross negligence or wilful misconduct.

5.3 University shall indemnify Bridgestone against losses, liabilities, costs, and expenses it incurs as a result of third party claims and lawsuits arising from the negligent acts or omissions of University in connection with this Agreement ("Claims"). University shall defend Bridgestone against such Claims, provided that Bridgestone promptly notifies University upon becoming aware of the Claim and cooperates fully in the defense. University may select counsel that it determines to be appropriate for the defense. Bridgestone may participate in the defense with counsel of its choice at its sole expense.

6 Confidentiality

6.1 In this Agreement, Confidential Information means (i) all information concerning Tires and (ii) business or technical information in whatever form (including, without limitation written, oral, visual and electronic) disclosed by one party to the other party with appropriate designation as confidential. Confidential Information given orally shall be identified as confidential at the time of disclosure, and confirmed in writing within fifteen (15) days after disclosure.

6.2 Notwithstanding the abovementioned, Confidential Information shall not include the following:

- i) Information which is or becomes known to the public through no fault of the receiving party;
- ii) Information which is known to the receiving party prior to its receipt hereunder, as shown by written records;
- iii) Information which becomes known to the receiving party through disclosure by a third party entitled to lawfully disclose it;
- iv) Information which is developed by or for the receiving party independently of the disclosure hereunder, as shown by written records; or
- v) Information which the receiving party is legally compelled to disclose pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that the receiving party shall promptly notify the disclosing

party prior to any such disclosure.

6.3 The receiving party shall:

- i) keep the Confidential Information strictly confidential;
- ii) use Confidential Information only for the purpose of this Agreement;
- iii) return, destroy and/or delete Confidential Information in accordance with the disclosing party's request; and
- iv) disclose only to its directors, officers, employees and personnel as necessary, provided that Team shall ensure such disclosed persons agree to be bound by the terms hereof.

7 Non-Disparagement

7.1 If any public statement by Team, its directors, officers, employees and personnel is reasonably likely to have the effect of disparaging, criticizing or bringing into disrepute Bridgestone or any member of Bridgestone Group, Team shall provide Bridgestone advance written notice of the intended statement and allow Bridgestone fifteen (15) days in which to address Bridgestone's concern before such statement is made public. In addition, neither party shall use the name of any other party in any public communication without the prior written approval of such party.

8 Display of Bridgestone's Logo; Advertising

8.1 Team will display Bridgestone's logo on the items indicated in **Exhibit A**. Team shall coordinate with Bridgestone regarding the approved Bridgestone logo and submit to Bridgestone for its prior written approval the photographic and representations depicting the items displaying Bridgestone's logo. Except as expressly provided above, Team shall not have any right, title or interest to Bridgestone's logo in any manner and shall not take any steps to register or otherwise acquire any rights in respect of such logo/trademark.

8.2 Team shall cooperate upon request from time to time with Bridgestone's reasonable public relations, promotional, trade and advertising activities. Details on advertising means, schedules and other conditions shall be separately agreed by the parties upon Bridgestone's request.

9 Miscellaneous

9.1 Each party shall be excused for delay in performance hereunder when and to the extent that performance is

preserved or delayed by any act of God, fire, act of Government or state, act of third party, war, civil commotion, insurrection, act of terrorism, epidemic, embargo, labour disputes of whatever nature, adverse weather conditions or any other reason beyond the control of such party.

9.2 The provisions of this Agreement shall be deemed to be severable and any invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

9.3 Neither party shall be entitled to transfer, assign or delegate the performance of any rights and/or obligations under this Agreement without the prior written consent of the other party and any assignment without such consent shall be void.

9.4 Nothing herein shall be deemed to constitute Team and Bridgestone as partners, joint ventures or principal and agent.

9.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them,

whether written or oral, relating to its subject matter.

9.6 Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated except for by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought.

9.7 This Agreement shall be governed by and constructed in accordance with the laws of Tennessee without regard to conflicts of laws provisions.

9.8 All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tennessee.

9.9 This Agreement is effective from the Effective Date and shall remain in full force and effect until the earlier of (i) completion of the Event; and (ii) termination in writing by either party by giving 30 days written notice to the other party, provided that Articles 5 and 6 shall remain in full force and effect after termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

RaisbeckAviation High Green Energy Team

Bridgestone Americas Tire Operations, LLC



By:

Name: Alain Semet

Title: Mentor

By:



Name: Cara Krstolic

Title: Director, Race Tire Engineering and Manufacturing

Exhibit A

	Racing Car	Team Uniforms	Service vehicles*
Bridgestone Logo	Mandatory	Either mandatory	Reasonable effort
B Mark	—		Reasonable effort
ECOPIA with ologic Logo	Mandatory	—	Reasonable effort

* Vehicles used by Team for carrying Racing Car and support equipment.