

**EXHIBIT A**

**FORM OF OWNER CONSENT**

**Consent to Collection, Disclosure, and Use of Toyota Connected Services Data**

**Owner of Program Vehicles:**

Company Name: [REDACTED]

Business Address: [REDACTED]

Company e-mail: [REDACTED]

**Authorized Company:**

Company Name: CerebrumX Labs Inc.

Address: 103 Carnegie Center, Suite 358, Princeton, NJ 08540

Company e-mail: [REDACTED]

This Consent to Collection, Disclosure, and Use of Toyota Connected Services Data (“Consent”) is entered into by and between the vehicle owner named above (“Owner”) and CerebrumX Labs Inc. (“Company”). Owner is the owner of record of a fleet of TOYOTA® and/or LEXUS® brand connected vehicles (the “Program Vehicles”). Owner hereby acknowledges and agrees that, in purchasing the Program Vehicles, each of which is equipped with Connected Services (as described at <https://www.toyota.com/connected-services/> (as such website may be updated from time to time)), Owner has consented to, and Owner hereby confirms its continued consent to, Toyota Motor Sales, U.S.A., Inc.’s (“Toyota”) and its affiliates’ collection, processing, use, storage, sharing, and securing, in each case in accordance with Toyota’s Connected Services Privacy Notice located at <https://www.toyota.com/privacyvts/> (as such notice may be updated from time to time, and which takes precedence over this Consent in the event and to the extent of any conflict), of Personal Information and Vehicle Data (each as defined below) from such vehicles and from the Owner (including any drivers or lessees of Program Vehicles or other third parties to whom the Owner makes Program Vehicles available). “Personal Information” means any data or information that is subject to any applicable data protection laws (including, but not limited to, names, addresses, telephone numbers, email addresses, dates of birth, social security and similar personal identification numbers, and all driver-related information) that is provided to or collected, used, stored, shared, or secured by Toyota in connection with the Program Vehicles. “Vehicle Data” means any data or information remotely collected by Toyota from the Program Vehicles, which includes but is not limited to location data, remote data, driving data, vehicle health data, multimedia screen data, voice recordings, and voice recognition recordings, each as further described in Toyota’s Connected Services Privacy Notice. Owner hereby acknowledges and agrees that the foregoing consent shall continue to apply unless and until Owner deactivates Connected Services for the applicable Program Vehicles by notifying Toyota as provided in Toyota’s Connected Services Privacy Notice (or by such other process as may be agreed by Owner and Toyota from time to time). Owner shall notify Toyota immediately upon the sale or other transfer of a Program Vehicle and Owner acknowledges and agrees that if Owner does not notify Toyota immediately upon a sale or transfer of a Program Vehicle, Toyota may continue to send reports

or other information about the vehicle or account to Owner's contact information currently on file with Toyota. In such case, Toyota shall not be responsible for any privacy-related damages that Owner may suffer.

Owner hereby further consents to the provision by Toyota and its affiliates of vehicle telematics data generated by the Program Vehicles to Company, and to Company's communications with Toyota and its affiliates regarding the access, provisioning, and operations of such telematics data. The foregoing consent is granted until the earlier of (i) the expiration or termination of the Data Services Agreement between Toyota and Company and (ii) ten (10) days after Owner's written notice to Toyota of revocation of such consent identifying the applicable Program Vehicle(s) by Vehicle Identification Number. Owner acknowledges and agrees that, until the foregoing consent is terminated by Owner with respect to the applicable Program Vehicles, Toyota may continue to provide telematics data regarding such vehicles to Company, and Toyota is not responsible for any privacy-related damages that Owner may suffer as a result of any failure by Owner to timely terminate such consent.

Owner hereby represents and warrants that it is the owner or lessee of record of the Program Vehicles and that it has the full legal right, power, and authority to execute this Consent and to consent to the activities described herein.

This Consent may be signed or otherwise transmitted electronically, and each such copy shall be deemed an original. All notices related to this Consent shall be given in writing, and shall be either given electronically in accordance with advance written instructions provided jointly by Toyota and Company or personally delivered or sent by receipted overnight courier or registered or certified mail (return receipt requested) to the address set forth at the top of the preceding page for Company and Owner, and to the address set forth below for Toyota. All such notices shall be effective upon receipt or refusal thereof. Notice addresses may be changed by written notice given as provided herein.

TOYOTA CONTACT INFO FOR NOTICES:

Toyota Motor North America, Inc.  
6565 Headquarters Drive  
Plano, Texas 75024  
Attention: Mark McClung, Connected Strategy and Business Development

With a concurrent copy to:

Toyota Motor North America, Inc.  
6565 Headquarters Drive  
Plano, Texas 75024  
Attention: General Counsel

*[Signature page follows]*

[Owner]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**CerebrumX Labs Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_