



YAPP USA Automotive Systems, Inc. Bailment Agreement

BETWEEN YAPP USA Automotive Systems, Inc. ("YAPP"), incorporated in the state of Tennessee and located at 300 ABC Blvd., Gallatin, TN 37066, as Bailor and

_____ (the "Bailee"),
incorporated in the state of _____ and located at _____ as Bailee.

Date: _____

Purchase Order Number if Applicable: _____

The Bailee hereby acknowledges receipt from YAPP of the goods/materials or tooling in its possession and to be described on the attached Schedule "A" (the "Property") in good order and condition.

The Bailee, in consideration of being allowed to use the Property, agrees to comply with the following terms and conditions:

1. The Bailee shall use extraordinary care to store, protect, preserve, repair and maintain the Property from loss or damage and shall be liable for any such loss or damage which may occur while the Property is in the Bailee's possession. YAPP shall have the right to come on the location of the Property to ensure Bailee's continued compliance with the foregoing provisions by giving Bailee reasonable notice of its intent to do the same.
2. All work to be done by the Bailee on behalf of YAPP shall be done in a good and workmanlike manner in strict accordance with the plans, blueprints and specifications furnished to the Bailee while such Bailee is using the Property.
3. The Bailee agrees to tag or stamp the Property so that it is conspicuously identified as being the property of YAPP or as YAPP may otherwise direct.
4. The Bailee agrees to keep the Property and other property fully insured at his/its own expense so long as he/it shall have possession of the Property to an amount not less than the full insurable value thereof with loss, if any, payable to YAPP. The undersigned will forthwith, on demand, obtain and deliver evidence of such insurance to YAPP.
5. The Bailee agrees to use or operate the Property for no other purpose than that which is authorized in writing by YAPP.
6. The Bailee agrees to release YAPP from all claims for damages or otherwise in any manner whatsoever arising out of or connected with the said bailment and to indemnify and save it harmless of and from all loss, costs or damages (including legal expenses) arising out of or connected with the said bailment whether such loss, costs or damages result from the negligence of the Bailee or otherwise. This indemnity shall continue in full force and effect notwithstanding the return of the Property to YAPP.
7. The Bailee shall not in any way alter the Property or perform any repairs thereto (with the exception of emergency repairs or normal maintenance) without the prior written consent of YAPP.
8. The Bailee shall not release custody of the Property to any third party without the prior written consent of YAPP.
9. The Property will remain the sole and exclusive property of YAPP
- 10., and Bailee has no right of property in it. The Property shall not be transferred or delivered to any other person or corporation without prior written consent or instruction of YAPP, and neither this agreement nor the bailment may be assigned by Bailee, either by Bailee's own act or by operation of law.



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11. The Bailee agrees to return the Property to YAPP forthwith upon demand and acknowledges that it/he has no title in the Property and will not encumber it in any manner whatsoever and hereby waives any lien claims including mechanics liens it may have in the Property, statutory or otherwise. The Bailee agrees that YAPP or its agent shall have the right to enter the premises of the Bailee and remove the Property at any time. If a lien, security interest, encumbrance, or claim of any nature if imposed on the Property through Bailee or as a result of Bailee's actions, Bailee will, to the extent permitted by law, immediately take all actions necessary to remove such lien, security interest, encumbrance, or claim. Bailee shall promptly pay, as and when due, any assessment, charge, fee, levy, liability, or obligation arising out of Bailee's possession or use of the Property, as well as any change which, if unpaid, would become a lien or charge upon the Property.

12. The Property is being or will be kept and maintained at the location(s) identified on Schedule A and shall not be removed there from without YAPP's prior written approval. The Property is and shall continue to be safely stored at such location and is and will be subject to inspection by YAPP at any time during normal business hours.

13. No Implied Waiver. Nothing herein contained or capable of being inferred from any possession of the Property by Bailee or any other relationship between YAPP and Bailee shall obligate YAPP in any way to purchase any goods from Bailee to or create any defense in favour of Bailee, whether by setoff, contract or otherwise, to any demand by YAPP for possession of the Property.

14. Further Assurances. Bailee agrees that it will promptly, upon any request of YAPP, participate in the obtaining, execution and filing of any financing statements, lien waivers, bills of sale or other documents deemed by YAPP to be necessary or prudent for the protection of its interests in the Property.

15. Notice to Third Parties. To protect and establish YAPP's ownership in the Property against the claims of any third party creditor of Bailee, YAPP shall have full right and authority to file any and all papers, documents, financing statements, or the like with any state or local official or office which will give proper notice of the existence of this Agreement, and perfect or protect YAPP's interests with respect to, and ownership of, the Property under the Uniform Commercial Code or other comparable law in the relevant jurisdiction. From time to time at the request of YAPP, Bailee shall execute and deliver to YAPP financing statements and other instruments and take such other actions as YAPP may reasonably request in order to effectively notify third parties of the transactions contemplated by this Agreement. Bailee authorizes YAPP, at its option, to file UCC financing statements evidencing this bailment and YAPP's ownership of the Property.

16. This Agreement and any other document or instrument delivered or to be delivered hereunder shall be governed by the laws of the State of Tennessee and the laws of U.S. applicable therein. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of the parties hereto that such provisions will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written. Any provision hereof which becomes unenforceable by reason of any bankruptcy proceedings shall again be valid and enforceable upon the termination of such proceedings.

17. This Agreement may be executed in one or more counterparts and shall be deemed to be sufficiently delivered if delivered by Facsimile or scanned and e-mailed to the other party, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

18. This agreement shall not merge with any other agreement between the parties and all such other agreements shall remain in force, subject to the terms and conditions contained herein.

19. The terms and conditions of this Bailee Receipt shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assignees, and shall remain in full force and effect until such time as the Property has been returned to YAPP.



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20. Any notice to be given under this Agreement shall be given in writing and shall be deemed given when it is delivered in person or deposited in the mails, registered or certified, postage prepaid, and properly addressed to the address contained in the heading of this Agreement (or such other address as either party may designate by written notice to the other).

21. Bailee agrees to sign such further documents and to do and perform all such further acts and things as may be necessary to give full force and effect to the foregoing.

Executed this _____ day of _____, 201____, in the City of _____

BAILEE

Signature: _____

Title: _____

I have authority to bind the corporation

BAILOR

P.O. #: _____

YAPP USA Automotive Systems, Inc.: Murat Kocak
Director of Purchasing, YAPP USA Automotive
Systems, Inc.

Date: _____

