Terms and Conditions of Purchase for Goods and for Contracted Services and/or Work of Porsche Schweiz AG
As at 08/2025

1. Contractual basis

1.1 The legal relationships between Porsche Schweiz AG (hereinafter "Porsche") and the Contracting Partner (collectively "Contracting Parties") are governed by these Terms and Conditions of Purchase and any other written agreements, including amendments and additions. No additional agreements have been concluded.

1.2 The contractual basis, in the order of precedence set out below, is: the contract concluded with the Contracting Partner, the respective orders/call-offs, including the respective applicable appendices, and these Terms and Conditions of Purchase.

1.3 The Contracting Partner's general terms and conditions do not apply even where there have been no express case-by-case objections to such terms and conditions.

2. Order and right to amendment

2.1 Contracts (order and acceptance) and call-offs as well as amendments and additions must be concluded in writing and/or must be made in writing.

2.2 If the Contracting Partner does not accept the order within five working days of receipt, Porsche is entitled to revoke the order. Call-offs become binding at the latest if the Contracting Partner does not raise an objection within five working days of receipt.

2.3 Porsche is entitled to request changes to the contractual services within the bounds of what is reasonable. Porsche must reach agreement on such matters with the Contracting Partner. The Contracting Partner shall, without delay, provide details of the effect of any amendment of contractual services on remuneration and time frame. Any change to remuneration or completion date must be agreed jointly in writing. In the absence of such an agreement, remuneration and schedule will remain unchanged.

3. Invoicing and payment

3.1 Unless informed otherwise by Porsche, the Contracting Partner shall send invoices to invoice@porsche.ch. Invoices that include foreign sales tax must be sent in hard copy format to the following address:

Porsche Schweiz AG, Kreditorenbuchhaltung, Blegistrasse 7, 6343 Rotkreuz, Switzerland

3.2 Invoices must be submitted in an auditable manner, stating the Porsche supplier no., the order no., the delivery note no., and the name of the contact at Porsche. All required invoicing documents must be enclosed. The invoices must be prepared in accordance with applicable sales tax legislation. Account records in the form of credit notes, direct debits, and payment advice notes will be made available to the Contracting Partner electronically by email. In exceptional cases, they will be sent by post.

3.3 Insofar as invoicing is carried out on an expenditure basis, the invoices to be issued in accordance with the contract/order/call-off, or otherwise retrospectively on a monthly basis, must include information on the number of employees who have provided the invoiced contractual services, the number of working days worked by each of these employees, the daily rate of the employees whose services have been invoiced, the originals of all activity records to be created and signed, and a description of the invoiced expenditure. Reimbursement for expenditure will be made only to the extent agreed in accordance with the order and, where no flat-rate arrangement has been agreed, only upon proof of expenditure.

3.4 Payment will be made net within 30 days unless otherwise expressly agreed. This period will start from the date of receipt of the invoice by Porsche but not before the agreed delivery or service date and not before the actual delivery of goods, provision of service, or acceptance.

3.5 Payment will be made by bank transfer.

3.6 In the event of a defective delivery or service, Porsche is entitled to withhold payment proportionate to the value until the order is properly fulfilled.

3.7 The Contracting Partner is not entitled to assign its claims against Porsche or to have them collected by third parties without the prior written consent of Porsche (which consent may not be unfairly refused). If the Contracting Partner assigns its claim against Porsche to a third party without the consent of Porsche in violation of sentence 1, the assignment will nevertheless be effective. However, Porsche may choose at its discretion whether to make payments with discharging effect to the Contracting Partner or to the third party.

4. Service provision and testing and reporting obligations

4.1 The Contracting Partner is obligated to provide the contractual services such that they have the properties described in the contract or order/call-off, including appendices, and are not subject to errors that nullify or reduce their value or suitability for normal or contractually stipulated use. The contractual services must be provided on the basis of the latest scientific and technological standards and with due care as is customary within the sector; at a minimum, the contractual services must be provided with the level of care that a conscientious agent in the same situation would apply to the execution of the business entrusted to that agent. Relevant statutory and regulatory requirements must be observed. The situation at the time of execution of the respective contractual services is decisive. The results of the contractual service must comply with all applicable statutory approval requirements, applicable safety requirements, testing requirements, environmental legislation and regulations, and any statutory or labeling requirements.

4.2 The Contracting Partner shall perform the services at the location specified in the contract/order or call-off, including appendices, or in any other written agreement.

4.3 Partial performance requires the prior written consent of Porsche and must be contractually agreed.

4.4 If the Contracting Partner has concerns about the intended type of execution or the materials, studies, preparatory work, or documentation provided by Porsche, the Contracting Partner must notify Porsche of such concerns without delay and in writing. The same applies if the Contracting Partner recognizes or should recognize that other details or requirements set out by Porsche are incorrect, incomplete, ambiguous, or unsuitable for execution.
Insofar as changes or improvements are deemed to be appropriate or necessary during the provision of services, the Contracting Partner must notify Porsche in writing without delay and obtain a decision regarding a potential change to the contractual services.

4.5 If there is a valid reason to do so (e.g. in the event of failure by the Contracting Partner to comply with agreements, milestones, etc.), Porsche is entitled to review the provision of the contractual services by the Contracting Partner during normal business hours and to inspect the materials, documentation, and results from the services provided that are related directly or indirectly to the contractual services.

5. Provision of services by third parties

5.1 The Contracting Partner is not authorized to have the contractual services or parts thereof provided by subcontractors. Any exceptions require the prior written consent of Porsche.

5.2 In any event, when using subcontractors the Contracting Partner must comply with relevant legislation and regulations, in particular labor law and social law. The Contracting party shall indemnify Porsche against all third-party claims in connection with the use of subcontractors. The Contracting Partner is liable for the actions and omissions of the subcontractors as well as for the Contracting party's own actions and omissions.

6. Deployment of employees, minimum wage, and international deployment

6.1 To fulfill the contractual services and duties specified in the contract/order, the Contracting Partner shall employ only persons with the necessary personal and professional qualifications. This also applies if employees are replaced. In this respect, the Contracting Partner will bear the consequences, in particular all costs for replacing employees and the induction of the new employees.

6.2 The Contracting Partner shall provide for Porsche in writing the name of a contact who is responsible for the commissioned contractual services and who will manage the order and be the primary point of communication with Porsche (Representative). Porsche must also be notified in writing of any change of Representative.

6.3 The Contracting Partner is obligated to subject all persons that the Contracting Partner has deployed to provide the contractual services due on the Porsche premises (registered office of Porsche: Blegistrasse 7, 6343 Rotkreuz, Switzerland) to "terror screening" before they are deployed for the first time. For this purpose, the last name, first name, and date and place of birth must be checked against the list of people who are the subjects of sanctions on the website of the Swiss State Secretariat for Economic Affairs SECO (https://www.seco.admin.ch/seco/en/home/Aussenwirtschaftspolitik_Wirtschaftliche_Zusammenarbeit/Wirtschaftsbeziehungen/exportkontrollen-und-sanktionen/sanktionen-embargos/sanktionsmassnahmen/suche_sanktionsadressaten.html). These checks must be repeated regularly – at least once a year. Porsche may at any time request suitable evidence that the check has been carried out or confirmation of the check. If the Contracting Partner is AEO-certified, i.e. an authorized economic operator, the obligations outlined in section 6.3 are deemed fulfilled.

6.4 The contractual services are provided under the management of the Contracting Partner as the responsible party. The Contracting Partner retains the sole professional, personnel, and disciplinary authority to issue instructions to the employees deployed by the Contracting Partner within the scope of the object of the contract.

6.5 When deploying foreign employees, the Contracting Partner is obligated to ensure that they have a valid residence permit entitling them to undertake gainful employment. Porsche must be presented upon request with a valid work permit that fulfills the applicable requirements.

6.6 The Contracting Partner undertakes to pay its employees at least the minimum wage prescribed by law or contractually agreed upon. Moreover, the Contracting Partner undertakes only to commission subcontractors who are also contractually bound to it to pay at least the minimum wage prescribed by law or contractually agreed upon to their employees. The Contracting Partner shall obligate the subcontractors it has commissioned accordingly.

6.7 If the Contracting Partner uses its employees across borders in the fulfillment of the contractual services and duties specified in the order/contract, the Contracting Partner shall ensure compliance with all of its employment, tax, social security, and other obligations under national laws and Swiss law.

6.8 Furthermore, the Contracting Partner undertakes to indemnify Porsche in full against all third-party claims resulting from the Contracting Partner breaching its obligations in accordance with section 6.7 and to compensate Porsche for any damages resulting from any culpable breach of said obligations.

7. Dates, deadlines, and contractual penalties

7.1 The service and delivery periods and times (hereinafter: "Milestones") are set out in the contract/order or call-off, including appendices, and are binding. As soon as one of the Contracting Parties recognizes that it will not be possible to meet agreed milestones, that Contracting Party shall immediately notify the other Contracting Party, stating the reasons for the delay. The Contracting Parties shall jointly discuss both the implications of missing the deadline and potential remedial measures. Unless otherwise agreed, the statutory default regulation will apply to deadline extensions initiated by the Contracting Partner.

7.2 In all other instances, the statutory rules on default will apply.

7.3 If a contractual penalty is agreed for delays for which the Contracting Partner is responsible, Porsche reserves the right to assert a claim for additional damages. The right to demand payment of an agreed contractual penalty will not be forfeited on the basis that the contractual penalty was not expressly reserved upon acceptance of the delayed delivery or service. A contractual penalty in relation to a delay will be offset against claims for damages that are based on the delay.

8. Force majeure

8.1 Force majeure, legitimate industrial disputes, riots, official measures, and other serious events that are unforeseeable, triggered externally, and not reasonably applicable will result in the Contracting Parties being released from their service obligations for the duration of the disturbance and to the extent of their effect. Within the bounds of what is reasonable , the

8.2 Contracting Parties are obligated to provide the necessary information without delay and to adapt their obligations to the changed circumstances in good faith.

9. Delivery

Unless otherwise agreed in writing, delivery is made to the registered office of Porsche in accordance with DAP (Incoterms 2020) or to a delivery location specified in the contract or call-off, including appendices.

10. Quality and documentation

With the delivery, the Contracting Partner shall provide Porsche with written information about the features and composition of the object of the delivery insofar as this is necessary to fulfill official requirements in Switzerland and abroad. The Contracting Partner shall reach an agreement with Porsche about the necessity of such a step.

11. Acceptance

11.1 Insofar as it is possible to accept the contractual services, the Contracting Partner must notify Porsche in writing that it has completed its contractual services, and must provide the contractual services to Porsche or make them available for acceptance. An acceptance date must then be agreed.

11.2 Acceptance of individual, self-contained parts of the contractual services (partial acceptance) can be agreed in writing. This is then deemed acceptance in the legal sense with regard to the partial performance. The Contracting Parties may agree after completion of all agreed partial acceptances that a determination be made that the contractual service as a whole has been accepted.

11.3 If no partial acceptance pursuant to section 11.2 has been agreed, a joint determination of the status of parts of the contractual service by Porsche and the Contracting Partner in the course of the project (performance assessment) will not result in acceptance in the legal sense. Performance assessments are generally subject to acceptance in the legal sense. The result of the performance assessment must always be recorded in writing in a log to be signed by both Contracting Parties.

11.4 Acceptance will take place within four weeks of receipt of notification of completion of the partial or total service at Porsche and delivery/provision of the contractual services, unless a different date has been agreed. If checking the contractual services of the Contracting Partner requires commissioning or use for test purposes, acceptance will take place only after the tests

have been successfully completed. The result of an acceptance process must always be recorded in writing in a log to be signed by both Contracting Parties.

11.5 Payments made by Porsche do not constitute the partial or total acceptance of the contractual services and nor do they indicate that acceptance has been waived.

12. Notification of defects

Porsche must notify the Contracting Partner in writing within 14 days of receipt of the delivery about any defects affected the delivered goods, insofar as these are obvious defects, transport damage, or discrepancies in terms of consistency or quantity. In the case of all other defects affecting goods, the notification of defects is deemed to have been made in good time if it is made within 14 days of the discovery of the defect.

13. Material defects

13.1 Claims arising from liability for defects become time-barred at the end of 36 months from the transfer of risk or from acceptance unless a longer limitation period is provided for by law.

13.2 In the event of defects, Porsche may at its discretion demand the rectification of defects or redelivery/remanufacture. If it would be unreasonable for the Contracting Partner to rectify the defect, the Contracting party will owe subsequent delivery of a defect-free item or remanufacture of the item. The costs of subsequent performance, including any installation and removal costs, will be borne by the Contracting Partner.

13.3 If the Contracting Partner refuses subsequent performance, if the subsequent performance has failed, if it is not reasonable for Porsche, or if the Contracting Partner fails to comply within a reasonable period of time in the individual case with the request by Porsche for subsequent performance, Porsche is entitled to assert further statutory claims for defects; in the case of contracted work this includes the right to self-fulfillment in accordance with SIA standard 118 Art. 169(1)–(3).

13.4 The limitation period will be suspended when the Contracting Partner is notified of a defect. Insofar as the Contracting Partner has been notified of a defect within the limitation period, the Contracting Partner will waive the defense of limitation.

13.5 In all other instances, the statutory requirements will apply.

14. Liability of the Contracting Partner

The Contracting Partner's liability for damages and its product liability are governed by the statutory provisions.

15. Rights to the contracted services and/or work

15.1 In principle, Porsche is entitled to all results arising from the order (including test and development reports, proposals, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets, and other documentation). Porsche will receive the free, exclusive, irrevocable, transferable and sublicensable rights of use, unrestricted in terms of time, place, and object, for all contractual services including the developed software. Insofar as the Contracting Partner engages subcontractors, the Contracting Partner shall ensure by means of appropriate contractual agreements that the subcontractors also provide Porsche with the aforementioned results and rights of use. Any use of the contractual services by the Contracting Partner or by third parties requires the prior written consent of Porsche.

15.2 Insofar as innovations arise during the provision of the contractual services (this includes in particular inventions, technical improvement proposals, expertise, but also other individual intellectual and creative services), the Contracting Partner undertakes to inform Porsche thereof and to provide all documentation required for the evaluation of the innovations. Porsche has the sole right to file intellectual property rights applications. The Contracting Partner shall make use of such innovations in relation to its employees in a timely and unlimited manner and shall support Porsche in obtaining the intellectual property rights, in particular by making the necessary declarations. If Porsche waives its right to make an application in writing to the Contracting Partner, the Contracting Partner is entitled to make an application for the corresponding intellectual property right at its own expense. Porsche is entitled to a non-exclusive, free, transferable right of use, unrestricted in terms of time, place, and content, to the resulting intellectual property rights granted to the Contracting Partner. Porsche and the Contracting Partner shall each bear the cost of remuneration for employee inventions for their own employees only.

15.3 Insofar as existing intellectual property rights of the Contracting Partner are required for the creation or exploitation of the contractual services at the time of conclusion of the contract, Porsche will receive an irrevocable, non-exclusive, transferable and sub-licensable right of use, unrestricted in terms of time and place and free of charge, for the exploitation of the contractual services by Porsche or commissioned third parties. Before work is started, the Contracting Partner shall communicate which of its intellectual property rights may be of significance for the contractual services.

15.4 Porsche is entitled to an irrevocable, exclusive, and transferable right of use, free of charge, to all known and unknown types of use in relation to results from the services provided that can be copyrighted. The Contracting Partner's right of disposition over models, methods, modules, etc. introduced or developed remains unaffected. The right of use also includes the right to economic exploitation, publication, and reproduction and the right to share with third parties for any subsequent orders. This right includes all types of use and all stages of development, including source and object code. In the case of software and expertise from Porsche, the aforementioned right of use is, insofar as is necessary for the unrestricted use of the services that are the subject of the contract and their results, sublicensable without restriction and otherwise sublicensable by Porsche for its own purposes to third parties and to Porsche Group companies for their own purposes.

16. Intellectual property rights, rights of third parties, and defects of title

16.1 The Contracting Partner undertakes to provide a contractual service that is not subject to intellectual property rights of third parties. If the intended design of the contractual services infringes upon the rights of third parties or prevents unhindered use of the contractual services, the Contracting Partner shall inform Porsche immediately.

16.2 The Contracting Partner is obligated to take the necessary steps at its own expense to ensure that the contractual service is provided to Porsche without such a violation.

16.3 Insofar as the intellectual property rights of third parties cannot be circumvented when the contractual services are used in accordance with the contract, the Contracting Partner undertakes to clarify whether the intellectual property right in question can be used by way of a license. Porsche will decide whether a license should be agreed. The Contracting Parties will agree on the distribution of the costs incurred on a case-by-case basis.

16.4 If the Contracting Partner does not provide the contractual services such that the contractual services are not subject to intellectual property rights of third parties or does not immediately inform Porsche of a potential infringement of rights arising from the intended design of the contractual services, the Contracting Partner is obligated to indemnify Porsche against all third-party claims in relation to the infringement of such intellectual property rights. This does not apply if the conflicting intellectual property rights were not known to the Contracting Partner and the Contracting Partner could not have been expected to be aware of the intellectual property rights even if the usual and expected level of due diligence were applied. All other legal claims and rights remain unaffected.

17. Use of Free And Open Source Software

17.1 Term Free and Open Source Software:

"Free and Open Source Software" or "FOSS": Software

17.1.1 whose license conditions meet the requirements of the "Open Source Definition" (https://opensource.org/osd) of the "Open Source Initiative" and is accordingly licensed by the respective rights holders to anyone for comprehensive royalty-free use and whose source code is freely available, and/or

17.1.2 whose license conditions have been recognized by the "Open Source Initiative" and/or the "Free Software Foundation" as free software licenses or open source software licenses on their websites, and/or

17.1.3 which is offered as public domain software.

17.2 Prerequisite for using FOSS

FOSS may be incorporated into products, technologies, and services (including hardware with integrated software) distributed, licensed, transferred, or otherwise made available to Porsche or developed for Porsche (hereinafter: "Contractual Products") only if all license requirements of the FOSS used are met and all the following conditions are met:

17.2.1 The use of FOSS in the Contractual Products may not be carried out in a manner that causes a copyleft effect for newly developed or pre-existing proprietary software within the scope of the contract/order. Exceptions are adjustments within pre-existing FOSS components (e.g. error corrections and adaptations to the specific hardware) and individual cases agreed with Porsche.

17.2.2 No FOSS may be used whose license conditions require that the user be able to install or run modified software on hardware with integrated software (referred to as an embedded system, in particular on motor vehicles) unless the Contracting Partner has expressly been informed that the software to be supplied by the Contracting Partner is not used on an embedded system of this nature with technical security mechanisms (e.g. signature procedures).

17.2.3 The Contracting Partner undertakes to fill out the FOSS declaration (available at: https://www.vwgroupsupply.com/one-kbp-pub/media/shared_media/documents_1/einkaufsbedingungen/porsche_ag/einkaufsbedingungen_nicht_produktionsmaterial_/foss_erklaerung/FOSS-Declaration.pdf) truthfully and by signing it confirms that the FOSS is used in a license-compliant manner and that the requirements of the FOSS declaration have been complied with in full.

The requirements set out in this section 17.2 also apply to every update of the software used in the Contractual Products, irrespective of the type of software provision (e.g. source code, binary, SaaS, container), without further notice or request from Porsche.

17.3 Assurance

Without prejudice to any other rights of Porsche, the Contracting Partner warrants to Porsche that it will comply with the requirements of section 17.2 and all requirements of the relevant licenses for all FOSS used by it for Contractual Products, that the Contractual Products do not contain any further FOSS, and furthermore that there is no infringement of copyright provisions.

17.4 Legal consequences and compensation

In the event of non-compliance or delayed compliance with (i) the license requirements of the FOSS used in the Contractual Products or other copyright provisions, and (ii) the prerequisites and assurances set out in sections 17.2 and 17.3, the Contracting Partner commits to the following:

17.4.1 If FOSS is used in the Contractual Products in a manner that is not license-compliant, the Contracting Partner shall immediately and at its own expense replace the FOSS in question with another software component, the use of which does not violate license requirements or applicable copyright.

17.4.2 The Contracting Partner shall reimburse Porsche for all costs, expenditure, and damages incurred as a result of non-compliance or delayed compliance.

If there is a failure to adhere to any of the circumstances assured in section 17.3, this will be deemed to be a material breach of contractual duty and the Contractual Product in question will be deemed to be defective.

18. Use of artificial intelligence (AI)

18.1 The Contracting Partner shall use AI (within the meaning of EU Regulation 2024/1689 on AI) in the provision of the contractual services only with the prior written consent of Porsche and shall observe strict AI regulation.

18.2 All content and information provided by Porsche may be used exclusively for the provision of services under the contract/order. Confidential Porsche content and information may not be entered, in original or edited form, in whole or in part, into AI systems with comparable functionality, or used for simulations or archiving, or for training such systems, including text and data mining.

18.3 Insofar as AI is used in the provision of services in a permitted manner and in accordance with these regulations, the Contracting Partner shall identify the content resulting from the use of AI in a clear and machine-readable manner in a suitable form. In addition, the Contracting Partner shall ensure that services created using AI are free of third-party rights and that Porsche can use the contractual services in accordance with the relevant statutory and regulatory requirements.

18.4 If Porsche has material reasons to doubt that the Contracting Partner is compliant with these regulations, the Contracting Partner shall provide proof of its compliance without delay.

19. Materials and items provided

Porsche reserves ownership of the items provided by Porsche. Processing or transformation by the Contracting Partner will be carried out on behalf of Porsche. If the materials and items are processed or amalgamated with other items not belonging to Porsche, Porsche shall acquire co-ownership of the new item in proportion to the value of the materials and items Porsche has provided in relation to the other processed or amalgamated items at the time of processing. If the amalgamation is carried out in such a way that the object of the Contracting Partner is to be regarded as the main object, the Contracting Partner hereby transfers to Porsche proportional co-ownership of the main object. Porsche hereby accepts the transfer. The Contracting Partner shall ensure the sole or co-ownership at no cost to Porsche.

20. Reservation of ownership

The Contracting Partner reserves ownership of all goods it delivers until payment in full has been received for the respective delivery. Other forms of reservation of ownership are not recognized by Porsche.

21. Duration and termination of the contract

21.1 If the Contracting Partner owes the supply of work and the contract is terminated for cause, the Contracting Partner will only be entitled to remuneration for the contractual services that have been demonstrably completed up to the date of termination, where Porsche can reasonably be expected to exploit these contractual services and the contractual services are usable. There is no further entitlement to remuneration.

21.2 If the Contracting Partner owes a service, Porsche may terminate the contract or parts thereof at any time. If the termination is due to the Contracting Partner's culpable breach of contract or if the Contracting Partner terminates the contract without being induced to do so by Porsche's breach of contract, remuneration will only be made for the contractual services that have demonstrably been provided and completed in accordance with the contract up to that point, insofar as these contractual services can be exploited by Porsche. Claims for damages by Porsche remain unaffected. If the Contracting Partner is not responsible for the reasons for the termination, Porsche shall provide reimbursement for the expenditure that has demonstrably been incurred and that directly results from the order up until the point of termination of the contract, including the costs of liabilities that cannot be settled accordingly. The Contracting Partner will not be entitled to any further claims in relation to performance or damages in respect of the termination.

21.3 The rights to the results produced up to the time of termination will be transferred to Porsche in accordance with section 15.

21.4 After the performance of the contractual service agreed upon in the order or after termination, the Contracting Partner must return, unprompted, all results from the services provided and the documentation provided to it by Porsche, including parts, samples, and digital data carriers. A right of retention in respect of this documentation exists only on the basis of uncontested or legally established claims from the same legal relationship.

21.5 Notice of termination always requires the written form.

22. Confidentiality

22.1 The Contracting Parties are obligated to treat all Confidential Information within the meaning of this section 22 belonging to the respective other contracting party confidentially, to prevent third parties from accessing or becoming aware of such Confidential Information, in particular by implementing appropriate technical and organizational measures, and to ensure that such Confidential Information is not transmitted to or made accessible to third parties, directly or

indirectly, in whole or in any part, and to use such Confidential Information exclusively in accordance with and for the fulfillment of the contract/order, and to make such Confidential Information accessible only to those of its employees who need the Confidential Information for the purpose of fulfilling the contract/order and who are subject to a confidentiality obligation. Companies affiliated with Porsche in accordance with Art. 963(2) Swiss Code of Obligations are not considered third parties for Porsche in the aforementioned sense.

22.2 "Confidential Information" means all written, verbal, electronic, visual, or other material or non-material communications, documentation, disclosures, materials, or other information belonging to the disclosing Contracting Party, in particular, data, expertise, source codes, technical and non-technical information, materials, samples, specifications, prices, and other operational information, including any reproduction thereof, transmitted or otherwise made accessible to the other Contracting Party in connection with the contract/order, regardless of whether the Confidential Information is marked as "confidential" or "protected" or whether a desire to maintain confidentiality on the part of the disclosing Contracting Party can be inferred due to the nature of the information or in any other way.

Information will not be considered Confidential Information insofar as the receiving Contracting Party can demonstrate that such information:

- was known, generally known or in the public domain at the time when it was transmitted to or made accessible to the receiving Contracting Party;
- became generally known or entered the public domain after it was transmitted or made accessible without any direct or indirect breach of any duty of confidentiality in respect of the disclosing Contracting Party;
- after being transmitted or made accessible to the receiving Contracting Party, was transmitted or made accessible by a third party entitled to do so outside of the scope of a confidentiality obligation to the disclosing Contracting Party;
- was created or developed by the receiving Contracting Party without using, or referring to, the disclosing Contracting Party's Confidential Information;
- has been expressly marked or described in text form by the disclosing Contracting Party as non-confidential; or
- must be disclosed by the receiving Contracting Party on the basis of a binding judicial or regulatory decision.

The obligations under this section 22.1 will apply for the term of the contract or its implementation and for a period of five years thereafter.

Subcontractors employed within the scope of the contractual project are not deemed third parties within the meaning of this regulation provided that said subcontractors are subject to a duty of confidentiality that is equivalent to the provisions of this section 22.1, whereby the sharing of Confidential Information is to be limited to the Confidential Information that the subcontractors require in order to provide their services to the receiving Contracting Party.

22.3 The Contracting Partner may only advertise the business relationship with the prior written consent of Porsche. In the event of a breach of this provision, a contractual penalty of CHF 50,000 per breach may be imposed by Porsche; Porsche also reserves the right to prove wider-ranging damage. The payment of contractual penalties and/or damages does not exempt the Contracting Partner from compliance with the above obligations.

23. Information security

The Contracting Partner undertakes, using the latest technology, to immediately and effectively secure all information and data belonging to Porsche, in particular Confidential Information within the meaning of section 21.1 (hereinafter referred to as "Porsche Data") against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing, and other misuse. When backing up Porsche Data, all precautions and measures in accordance with the currently recognized latest technology must be observed in order to archive and restore data assets at any time in a way that is safe from loss and legally compliant. At the request of Porsche, the Contracting Partner is obligated to have a TISAX test (https://enx.com) or a comparable test from an information security standard approved by Porsche with the (TISAX) test objective specified by Porsche carried out within a reasonable period of time and to make the result available to Porsche.

24. Data protection and assignment of data

24.1 If the Contracting Partner obtains access to personal data during the provision of the contractual services, the Contracting Partner shall observe the applicable data protection regulations; in particular, it shall process personal data exclusively for the purpose of providing the contractual services (intended use), ensure that its employees only have access to the data to the extent that this is absolutely necessary, and obligate its employees in writing to maintain data confidentiality, to inform them of the data protection regulations that must be complied with and to prove this to Porsche upon request. In the event of the processing of personal data by the Contracting Partner on behalf of Porsche, the respective required data protection agreement, which Porsche will make available for this purpose, must be concluded before the Contracting Partner receives access to personal data from Porsche. The Contracting Partner warrants that the processing of personal data attributable to Porsche or its customers will take place only within Switzerland, the Federal Republic of Germany, a Member State of the European Union, or a Contracting Party to the Agreement on the European Economic Area. Deviations in this regard must be expressly agreed in writing between Porsche and the Contracting Partner.

24.2 The contractual services must be provided in accordance with the requirements for data protection by design and data protection by default (Art. 7 Swiss Federal Act on Data Protection; FADP), insofar as these requirements are applicable to the contractual services. In this case, the Contracting Partner shall provide Porsche on request with documentation regarding the implementation of these requirements and shall ensure that the principles for the processing of personal data (Art. 6 FADP) can be fulfilled when using the contractual services in accordance with the intended use.

24.3 The Contracting Partner acknowledges that all data that arises at Porsche, the Contracting Partner, the end customer, or any other third party from or in connection with the use of the object of the contract must be assigned to Porsche, unless this data belongs to the end customer or any other third party under applicable law. The Contracting Partner will not assert any ownership or other rights to this data and in particular will not use the data for "big data" purposes, such as data collection, the creation of databases, or the execution of data analyses. The right of the Contracting Partner to use data for the fulfillment of this contract, insofar as this is necessary for this purpose, remains unaffected.

25. Compliance and sustainability

25.1 Unless otherwise agreed, the "Porsche AG requirements regarding sustainability in its relationships with business partners (Code of Conduct for Business Partners)" applicable at the time of conclusion of the contract form an essential part of the contract/order.

25.2 These requirements are available on the VW Group business platform at:

25.3 https://www.vwgroupsupply.com/one-kbp-pub/en/kbp_public/information/procurement_conditions_new/porsche_ag.html.

26. General provisions

26.1 If one of the Contracting Parties stops making payments or if a request for insolvency or composition proceedings regarding its assets or an out-of-court settlement procedure is filed, the other Contracting Party will be entitled to withdraw from the contract for the part not fulfilled. This will apply accordingly if the economic situation of a Contracting Party deteriorates in a manner that seriously jeopardizes the performance of the contract.

26.2 The place of performance for the contractual services by the Contracting Partner is the registered office of Porsche. Alternative addresses can be agreed for the delivery.

26.3 Should any provision of these terms and conditions of purchase and the other agreements concluded be or become invalid, the validity of the remaining provisions of the contract will not be affected. The Contracting Parties are obligated to negotiate in good faith any provision that replaces the invalid provision. This applies accordingly if any gaps or omissions are discovered.

26.4 The substantive law of Switzerland applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980, does not apply.

26.5 The exclusive place of jurisdiction is the registered office of Porsche, whereby Porsche reserves the right to assert claims at the court with jurisdiction at the registered office of the Contracting Partner.

26.6 If these terms and conditions of purchase are translated, the German original version will prevail in the event of discrepancies.