

GENERAL PURCHASE ORDER CONDITIONS
Volkswagen Autoeuropa, Lda
Current as of 23rd May, 2018

The Company is Volkswagen Autoeuropa, Lda, a company of Volkswagen Group, incorporated under the laws of the Republic of Portugal with its registered office at Quinta da Marquesa, parish of Quinta do Anjo, municipality of Palmela, Setúbal, Portugal.

These General Purchase Order Conditions ("General POC") shall be fully applicable and binding upon any purchase of goods/provision of services requested by the Company governing the legal relationship between Supplier and Company.

1. ACCEPTANCE

- (a) The Company's Purchase Order ("PO") shall only be valid if made on the proper forms, duly numbered and authorised with the name of Company's legal representative(s);
- (b) The Supplier shall confirm the PO within a maximum of 10 (ten) days as from the date of its reception, by any written means (hand-written and/or electronic signature of the PO by the Supplier's legal representative or duly empowered attorney). Nevertheless, PO shall always be deemed to have been accepted by the Supplier, subject to these General POC, upon the Supplier commencing any work, deliver any goods or provide any services to the Company.
- (c) These General POC shall always prevail over those of Supplier. No terms of sale or supply of the Supplier which differ from or contradict these General POC shall be binding on Company, unless expressly accepted, in writing, by the Company.
- (d) The PO together with the Negotiation Protocol, the Specifications, these General POC and the applicable Additional POC (in this hierarchy of prevalence) contain the complete and final agreement between the Company and the Supplier, and no other agreement or understanding in any way purporting to modify the rights and obligations thereof shall be binding upon Company unless expressly accepted by Company, in writing.
- (e) The Company reserves the right to amend these General POC in whole or in part, at any time, particularly to comply with any law requirements. Any alterations, amendments and and/or additions to the General POC will be made available at Volkswagen Group Supplier's B2B Platform, www.vwgroupsupply.com. The Supplier undertakes to regularly consult the referred Platform in order to be aware of the changes/amendments/additions therein included, which will be applicable at any time to the agreement in force between the Supplier and the Company.
- (f) The PO has the purpose of allowing the Company to purchase goods/hire services, on a non-exclusivity basis thus not precluding the right of the Company to contract, total or partially, with other suppliers for the acquisition of identical goods/services, in particular in case of delay or non-fulfilment, even if partial, of the Supplier in the compliance of the obligations arising from the agreement, either causing or not the termination of the same by the Company.

2. OBLIGATIONS OF SUPPLIER

2.1. The Supplier undertakes to:

- (a) Deliver the goods/execute the services in compliance with the standard quality levels of the Company as well as, if applicable, a manufacture Guarantee Certificate in accordance with EU and Portuguese applicable Law, which should be valid for, at least, 2 years, as from the acceptance of the goods/execution of the services;
- (b) Correct, at his own cost, all defects, vices and mistakes regarding the works and the goods/services;
- (c) Observe all applicable legal regulations, whether relative to its activity and in particular the delivery of goods/execution of the services, complying with all technical, fiscal, administrative, labour, corporate, environmental or any other obligations and regulations in accordance with EU and Portuguese applicable Law;
Comply with all rules or instructions of a general nature issued by the Company as referred to in 2.2. below.

- (d) Accept entire responsibility for all and any damages and losses (either patrimonial or non-patrimonial) caused by it or by its employees, collaborators and/or subcontractors as a result of or within the delivery of goods/execution of the services;
- (e) Assume entire responsibility before the Company for any losses and or damages it may suffer in result of any delay or total or partial contractual non-fulfilment which are attributed to Supplier, in particular the ones resulting from the total or partial breakdown of the production of the Company and its consequences;
- (f) In case of an emergency situations duly proved by the Company, assume all the justified and proven costs undertaken by the Company to prevent higher damages and losses for the Company or for the production;
- (g) Assure, in any circumstance, the timely, complete, and continuous delivery of goods/provision of the services even in the event of strike by either the employees of the Supplier or by any of the employees of the sector of activity to which the Supplier belongs, so that the delivery of goods/execution of the services are not, in any way, disturbed, delayed or impaired;
- (h) Observe and comply with any and all legal regulations governing environmental protection and pollution control, in particular with the Company's Environmental Policies as well as with procedures and instructions adopted in the Company's premises under the ISO 14001.

2.2. The Supplier further declares to have perfect knowledge and accept the requirements, rules, codes of conduct and best practices in force within Volkswagen Group and undertakes to fulfill and comply with the same according to the provisions contained of the following documents, whose current and valid version, is available, at all times, at Volkswagen Group Supplier's B2B Platform, ***www.vwgroupsupply.com*** – under the Topic: ***“Cooperation” – “Procurement conditions” – “Volkswagen” – “other Volkswagen locations” - “Volkswagen Autoeuropa”***:

Under the topic: ***“Cooperation” – “Sustainability”***:

- (a) Volkswagen Group requirements regarding:
 - sustainable development in the relationships with business partners (Code of Conduct for Business Partners);
 - social rights and industrial relations with business partners;
 - environmental rules and policies;

Under the topic: ***“Cooperation” – “Procurement conditions”***:

- (b) Data Exchange and System Access for Suppliers and Information Technology Security Guidelines for Suppliers/External Companies;
- (c) “Instructions, Rules and Procedures for External Companies Contractor's Park”;
- (d) “Environmental General Instructions for Contractor EGPP-B-183”;
- (e) “Instructions and Procedures of Certifications ISO 9001:2015 and ISO 14001”;
- (f) Energy Saving Best Practices Measures (EGPP-B-1101) (particularly ISO 50001)

2.3. The Supplier undertakes to obtain and/or issue and sign, as the case may be, and deliver to the Company all declarations/statements and/or documents that the documents referred to in 2 above may require to be delivered by the Supplier prior to or during the execution of this Agreement.

2.4. The Supplier further acknowledges and accepts that, before or during the execution of this Agreement, the Company may evaluate, at any time, the Supplier in light of its level of compliance with the requirements, rules, codes of conduct and best practices in force within Volkswagen Group referred to in 2.2. above.

2.5. The Supplier undertakes to, at all times, and during the validity of the Agreement, have total flexibility in respect of the Company Down-Days and align itself, its operations and its employees to the Down-Days' system in force at any time in the Company, as per decision of the latter to be informed to the Supplier (the Supplier may internally implement the same Down-Days system or similar ones provided compliance with the Company Down-Days' system is ensured).

2.5.1. Down-Days are non-production days agreed between the Company's Board of Directors and its employees/collaborators to overcome the decrease of plant production and to guarantee maintenance of the respective jobs. The Down-Days system consists of a pool on non-production days which allow the plant to breath in a period of production volume's decrease without manpower reduction. The Company forecasts the Down-Days and on such dates its employees/collaborators stay at home and there are no operations on the plant.

- 2.5.2. The decision to apply a Down-Day on an agreement should be exclusively taken by the Company's Area/Department responsible of such agreement.
- 2.5.3. The works foreseen on the service specification, should it be in a Down-Day, cannot be requested for a different day, except if previously agreed, in writing, by both Parties (Company Area and Supplier).
- 2.5.4. In case of services agreement in which the Supplier is entitled to receive a monthly/quarterly/annual fixed remuneration, the Company may deduct from the payment of the referred fixed remuneration the Down-Days occurred in said period in a proportional amount to be agreed between the Company and the Supplier or, in the lack of an agreement, in the amount to be informed by the Company to the Supplier and deducted thereafter.
- 2.5.5. The Supplier acknowledges and accepts that, in no circumstance or grounds whatsoever, may it claim from the Company and/or request to the same any payment and/or compensation due to the occurrence of any Down-Days regardless of the number of the same.

3. ACCESS TO THE COMPANY'S FACILITIES

- 3.1. The Company shall provide the Supplier with access cards to the Company's premises. The access cards are property of the Company and should always be visible and be presented when requested.
- 3.2. In case of loss, misplace, destruction or theft of the access cards, either their respective users or the Supplier shall immediately report that fact to the Security Department of the Company.
- 3.3. The access cards are personal and not transferable.
- 3.4. The Supplier is responsible for any and all damages or losses, of whatever nature, caused by their employees or former employees, resulting from the access of the same to the premises of the Company.
- 3.5. Upon termination of this Agreement or upon termination of the labour agreement of the employees of the Supplier, the Supplier is under the obligation to immediately (within 24 hours) inform the Company of such fact and deliver the concerned access cards to the Security Department of the Company in 48 hours thereafter.
- 3.6. In case a period of prolonged absence of the employees is foreseeable, the Supplier is under the obligation to promptly inform the Security Department of the Company.
- 3.7. Failure to comply with any of the aforementioned rules, in particular the non-immediate communication to the Security Department of the Company or the non-delivery of the access cards is subject to penalties as follows:
 - (a) Loss, misplace, destruction or theft - 25 €
 - (b) Failure to return the card to the Company - 25 €
 - (c) Non-immediate communication to the Security Department of the Company of the situations referred to in paragraphs 3.2, 3.5 and 3.6 above – 0,5% of the value of the Agreement with a minimum value of € 100, without prejudice to the obligation of the Supplier to liquidate the exceeding damages, if existent, according to the Portuguese Civil Law.
 - (d) Unauthorized access by third parties with access cards requested by the Supplier to the Company: 0,5% of the value of the Agreement with a minimum value of € 100, without prejudice to the obligation of the Supplier to liquidate the exceeding damages if existent, according to the Portuguese Civil Law.

4. PARTS, TOOLS AND/OR GOODS/EQUIPMENT

- (a) In case the Supplier does not have the materials and/or tools (hereinafter Tools) for the proper manufacture of the goods and/or services comprised in the PO, the Company may provide such Tools or require from the Supplier to produce them at the cost of the Company, upon previous agreement in writing that shall be included in the PO.
- (b) The Tools used by the Supplier in the manufacture of the goods such as models, samples, dies for forging, tools, drawings and similar materials made available for the Supplier or manufactured by the latter according to specifications of the Company, shall be neither sold, pledged or transferred to third parties, nor used by the Supplier for purposes other than those indicated in the PO, without the previous and written consent of the Company. The foregoing shall also apply to those goods that had been manufactured with these Tools.

- (c) The Supplier shall be responsible for duly taking care of the Tools, as well as for executing and covering the required maintenance, repairing and replacement costs. The Supplier shall return with no objection whatsoever such Tools to the Company once the goods and/or services comprised by the PO are concluded and delivered, or when it has been cancelled or terminated, unless the Company authorizes in writing that such Tools may have other use. Under no circumstance, the Supplier shall have the right to retain the Tools and its obligation to deliver them to the Company shall be enforceable at all times. Goods developed by the Company or in collaboration with the Supplier shall be delivered only and exclusively to the Company.
- (d) The Supplier further declares that all parts, tools and/or goods/equipment delivered by the Company to the Supplier for the provision of the services object of the Agreement, in particular the ones that are taken out of the premises of the Company to the premises of the Supplier, are and shall be in any and all circumstances full property of the Company, free and clear from any liens, charges, options or encumbrances of whatever nature as well as from any and all other rights exercisable by the Supplier or by any third parties, including without limitation, reserves of title/property, pledges, mortgages or any other personal or real estate guarantee/security rights.
- (e) The Supplier cannot remove and/or transfer the parts, tools and/or goods/equipment property of the Company from its premises to a third party premises without the prior written consent of the Company and provided that such third party previously signs a declaration with the same contents of the present clause.
- (f) In light of the above, and with a prior notice of 24 hours, the Company may request, without needing to justify the motives beyond such request, the immediate returning of any and all parts, tools and/or goods/equipment of its property that are in the Supplier and/or in third party's premises.
- (g) Should the Supplier and/or the third party do not comply with the request of the Company and do not delivered the parts, tools and/or goods/equipment within the delays established by the Company, the latter is hereby authorised, for all legal purposes, to enter in the premises of the Supplier and to take possession of any and all parts, tools and/or goods/equipment of its property.

5. COMPETITIVENESS

- (a) During the validity of this Agreement, any of the parties shall be entitled to proceed with benchmarks in order to compare the price of the goods/services with the market conditions, including, but not limited to quality.
- (b) Should the Company find, during the validity of this Agreement, another solution, totally or partially, comprising the goods/services object of this Agreement in competitive terms, including, inter alia, price, quality and/or delivery of the same, the Company shall consult with the Supplier in order to ascertain whether the same is able to meet the best market terms and conditions and the Parties must agree on an economical and operational adequate solution. Should that not be the case, the Company shall be entitled to procure equivalent goods/services, totally or in part, from third parties, the scope of this Agreement being automatically reduced, no compensation or indemnity being due by the Company to the Supplier on whatever grounds.
- (c) Without prejudice of the provisions of the previous paragraph, the Company may legally terminate this Agreement on the grounds of this Clause, by means of a written notice for the purpose addressed to the Supplier with a prior notice of 60 days regarding the date in which the termination shall produce its effects.
- (d) In case of decrease or increase in the volume of production of the Company it reserves the right of decreasing or increasing the volume of the goods/services object of this Agreement

6. PACKING, MARKING, SHIPPING AND FREIGHT

- (a) All supplies made to the Company shall be packed, marked and shipped in accordance with the requirements of the carrier and of the PO or other written instructions of the Company.
- (b) Delivery of goods by the Supplier shall, in all cases, be understood to be made DAP to Palmela Incoterms® 2010.
- (c) Notwithstanding the provisions of paragraph (a) and (b) above, the Supplier shall also comply in all packaging, marking and shipping and freight operations with any and all applicable Portuguese and EU legal requirements.

7. DELIVERIES/PROVISION OF SERVICES - EXCUSABLE DELAYS

- (a) Delivery and completion terms and dates are binding and of the essence of this Agreement. If, prior to the date on which performance is due, Supplier foresees any difficulties arising with regard to the delivery of goods/provision of services, or if circumstances beyond Supplier's control prevent delivery of goods or provision of the services by the agreed date, Supplier shall inform the Company immediately, but (notwithstanding the provisions set out at (b) below) without Supplier being hereby released from any liability towards the Company from any and all damages and/or losses which may be caused by Supplier's wilful or negligent act or delay. While such circumstances continue, the Company shall be entitled to procure the ordered goods/services from any other source and to reduce to the same extent, and without any liability, the quantity of goods/services specified in the PO.
- (b) Neither party shall be liable for any failure to comply with these General POC arising from causes or events beyond its reasonable control provided the same are not due to any fault or negligence of such party.

8. PRICE/REMUNERATION AND PAYMENT TERMS

- (a) Apart from the prices/remuneration agreed by the Parties and specified in the PO, no other payment or price shall be due by the Company to Supplier under this Agreement at any title whatsoever.
- (b) The prices/remuneration shall be fixed and not be revised during the validity of the Agreement.
- (c) The price specified in the PO shall be deemed, in the absence of any indication to the contrary, to include all taxes lawfully payable, except Value Added Tax (VAT), which Supplier shall specify separately on its invoice.
- (d) In order to be accepted, all invoices must specify the Supplier's number, the PO number, the description or the code number of the goods and/or the description of the services as well as the current legal and fiscal requirements in force and any other required by the Company.
- (e) The invoices received and accounted by the Company in a specific month are payable on the 27th of the following month, by bank check or banking transfer (according to the bank details provided by the Supplier) upon confirmation of the services rendered or goods delivered. All supplier invoices must be sent to the Accounting Department of the Company at the following address: Volkswagen Autoeuropa, Lda. - Accounting Department, Quinta da Marquesa - 2954-024 Quinta do Anjo, Portugal.
- (f) The Company may decide, at any time, for the electronic invoicing system, to which the supplier will be bound to, unless otherwise agreed, in writing, between the Parties.
- (g) The non-fulfilment of the above mentioned formalities may cause delays in the payment, which shall not be considered responsibility of the Company.
- (h) In the event of defective delivery/performance by the Supplier, the Company may refuse payment and shall be entitled to withhold an appropriate amount until such time as the defective goods have been replaced or due performance of the services has been made.
- (i) The Supplier expressly agree and undertakes that he will not claim to the Company the payment of any invoice relative to the sale of goods/provision of services after three years as from the last delivery of goods/ provision of services to the Company.
- (j) If the Company needs to make any charge and/or debit to the Supplier, the Supplier expressly agrees that the Company may issue the concerned invoice/debit note and offset the corresponding amounts with the amounts due by the Company to the Supplier under this Agreement.
- (k) In case of negotiation of a PO with the condition of a certain amount of payment to be made in advance by the Company, the Supplier shall deliver immediately to the Company, and before the payment in advance is made, a Bank guarantee, in the same proportional value. The terms of the Bank guarantee must be exactly in accordance with those of the Volkswagen Autoeuropa standard draft wording, which is available in the Volkswagen Group Supplier's B2B Platform, ***www.vwgroupsupply.com*** – under the Topic: ***“Cooperation” – “Procurement conditions” – “Volkswagen” – “other Volkswagen locations” - “Volkswagen Autoeuropa” – “Bank Guarantee”***.

9. TAXES

- (a) The Supplier and the Company shall be responsible for complying with the tax obligations regarding tax payment and withholding stipulated in EU and Portuguese tax regulations derived from the PO. Any mandatory payment of tax and withholding tax pursuant to Portuguese tax regulations will be retained by the Supplier and/or the Company accordingly.
- (b) The Supplier undertakes to provide the Company, if required by the latter, with a tax obligation compliance certificate (or other document/certificate) issued by the competent tax authorities.

In case the Supplier has no tax residence in Portugal, but due to the nature of the goods and/or services established in the PO, the Supplier is subject to the fulfilment of tax obligations in Portugal, according to Portuguese regulation as well as to those provisions stipulated in the treaties for the avoidance of double taxation that Portugal has executed with other countries, the Supplier undertakes to fully comply those obligations and to provide the Company with the documentation referred to in paragraph 2 above. In case of non-compliance by the Supplier of the obligations provided herein, the Supplier shall indemnify the Company for any possible act that may be issued by Portuguese tax authorities against the Company in respect thereof and shall reimburse to the Company any amount that this latter had to pay or shall have to pay due to any action or claim by such authorities (including attorneys' fees, tax advisors, any other costs and expenses, etc).

10. LABOUR RELATIONS

- (a) The Supplier shall employ its own employees for the manufacture of goods and/or provision of services included in the PO.
- (b) The Supplier states that it has its own employees in order to comply with its obligation derived from the PO, so under no circumstance these may be deemed as employees of the Company. The Supplier is responsible of its own employees or subcontractors, as the case may be, used for the fulfilment of its obligation derived from the PO, as well as all corresponding payments to its employees and subcontractors, during the period of validity of the labour agreements and/or as a result of their termination, on whatever grounds, including salaries, vacations, compensations, seniority, bonus, accidents, contributions to social security and any other obligations resulting from the Portuguese Labour Law. The Company shall not accept any claim regarding any labour obligation originating from Supplier's employees and/or subcontractors. The Supplier shall indemnify and is obliged to hold the Company harmless of any possible claim that might arise regarding its employees and/or subcontractors and shall reimburse to the Company any amount that had to pay related to any action or claim thereof (including attorneys' fees, costs, expenses, etc.).

11. INSURANCE

11.1. Notwithstanding:

- a) any limitations imposed by the conditions of any insurance policies that might be contracted in compliance with the requirements of this Agreement, and
- b) any perils (listed or not listed in any clause of Force Majeure or Acts of God) that are usually insurable in international insurance markets for at least three months prior to the start date of this Agreement. The fire will not be considered Force Majeure.

The Supplier is liable for all and any damage and/ or losses caused to the Company and/ or to third parties by the Supplier (its employees, associates and/or subcontractors) without limitation other than that provided under Portuguese Law. This responsibility is not excluded nor limited due to the fact that the Company has authorized, supervised or accompanied the execution of this contract or due to the contracting and existence of the insurances foreseen in this Clause.

- 11.2. The Supplier is required to provide evidence of insurance policies that are compliant with the Company's requirements referred to below and in the Volkswagen Group Supplier's B2B Platform, www.vwgroupsupply.com – under the Topic: **“Cooperation” – “Procurement conditions” – “Volkswagen” – “other Volkswagen locations” - “Volkswagen Autoeuropa” – “Insurance”**. (Clauses to include in contract between companies (Factories) VW Group and Suppliers and Model of Liability Insurance Certificate).

11.2.1. Specific Insurance Requirements.

Depending on the context and type of contract agreed with the Company, the Supplier will evidence sufficient insurance for its own property and interests including the property and interests of subcontractors and agents.

Such insurance will be in line with one or more types of insurance policy note below.

(a) General Third party Liability Insurance

The Supplier will have insurance cover for a limit of indemnity/ sum insured of not less than Euro (See limits per activities/works/services) per occurrence and per annual aggregate in "*Insurance Suppliers VW AE*".

This insurance will cover all property loss and damage, products liability, food poisoning in case of suppliers foods, personal injury and/or death and its consequences eg. Business interruption as a result of action or inaction, by the Supplier and/or its subcontractors, partners, consultants and other appointed parties for the purposes of the contract.

(b) Property, Equipment and Stock

The Supplier will evidence insurance cover for the theft, disappearance including embezzlement of Company's property, equipment and/or stock in custody, deposit and under construction/assembly.

(c) Compulsory Insurance

The Supplier and/or its subcontractors, partners, consultants and other parties working in, on or around the Company's site(s) will have to comply with all the statutory requirements, inter alia, motor liability insurance and workmen's compensation or, for foreign nationals, the equivalent insurance and/or national social security arrangements duly extended to cover Portuguese territory.

The supplier will provided evidence of the aforementioned insurance policies whenever required by the Company or by the Company's Insurance Advisor.

11.2.2. General requirements regarding insurance

- (a) All insurance policies will be placed with insurance companies that comply with International security rating "A" and/or of recognized solvability. The Company reserves the right to require the supplier to change insurance company in the line with this parameter.
- (b) All insurance policies placed outside Portugal will evidence a territorial extension to include Portugal.
- (c) Policies (excluding mandatory policies) shall be updated and reviewed from time to time, at least annually.
- (d) Insurances policies will be amended to include a declaration disallowing cancellation without prior notice of not less than 30 days being given to the Company in writing and by registered letter.
- (e) The Company reserves the right to demand a reduction or removal of any deductible or self-insured sum featured under the Supplier's insurance policy conditions.
- (f) The Supplier will provide, as soon as practicable and in any case not later than 30 days following the scheduled insurance policy renewal date, or whenever required by the Company or the Company's Insurance Advisor, evidence – to be issued by the respective insurance company – that all policies required under this contract are in place and the respective premiums paid.

12. TERMINATION

- (a) Delivery of goods/performance of services specified in the PO may be terminated by Company at its option, in whole or in part, at any time by written notice to the Supplier with a prior notice of at least 30 (thirty) days.
- (b) ,In case of delay and/or of total or partial non-fulfilment by the Supplier of any of its obligations arising from this Agreement, of bankruptcy, suspension of payments and/or insolvency of the Supplier, if a receiver of some or all of the Supplier assets is appointed or if the Supplier makes any arrangement with its creditors to facilitate the orderly sale or liquidation of its assets, as well as in any other similar circumstances, the Company may terminate this Agreement with immediate effects by means of written notice to the Supplier.
- (c) After the termination of the Agreement, regardless of the cause, and whether the Company decides to perform the same services, totally or partially, be resorting to its own staff (insourcing) or by contracting with third parties and entered into a new agreement, the Company is not under no obligation to continue working with the personnel of the Supplier. The Supplier shall, at its own liability and expenses, take over its entire staff and allocate them elsewhere or terminate their labour agreement as per the terms of the applicable law. The Supplier shall pay any and all compensation, including seniority, related to the termination of the labour relationship with its own employees, and further undertakes to hold the Company completely harmless from any claims in respect thereof.

13. CHANGES

- (a) By issuing a written PO Amendment or Addendum, the Company may modify at any time, among others:
 - 1. The plans, designs and/or specifications related to the goods/services covered by the PO;
 - 2. The shipping or packing of goods and the place of execution of the services;
 - 3. The place of delivery of the goods.
- (b) Should any of the modifications of the PO affect the time of performance and the costs of the delivery of goods/provision of services, the Company agrees to adjust accordingly, after reviewing the reasonableness of the remuneration increase/decrease, and the completion dates or both.

14. SUBCONTRACTING AND ASSIGNMENT OF CONTRACTUAL OBLIGATIONS

The Supplier may not subcontract, totally or partially, the execution of this Agreement or assign to third parties, in any form, totally or partially, the fulfilment of its obligations under the same , without the prior written consent of the Company.

15. CONFIDENTIALITY / NO ADVERTISING / DATA PROTECTION

I. CONFIDENTIALITY

(a) The Supplier hereby undertakes to hold strict confidentiality over all information known or to be known as a result of the execution of the agreement, or in connection thereof, including all information received prior to the execution of the same.

For this purpose, confidential information shall mean all and any information relative to the Company, to its activity and business secrets, to its partners, obtained in writing, verbally or by other means regardless of its origin and classified as confidential information or the information not being thus classified but which disclosure to third parties may be potentially liable to cause damages to third parties, to the Company or to any Volkswagen Group Company.

In particular, means, all business management, related and personal data, development, research and planning data, offers, enquiry details and all associated processes, knowledge gained, results of work, reports, prototypes, samples, drawings, computer simulations, data, files, information from the Volkswagen supply network, hardware and software provided or produced.

(b) If the confidential information is incorporated or reflected in documents jointly prepared by the Company and the Supplier, such documents shall also be considered as confidential information.

(c) The confidentiality obligation foreseen in this Clause shall not apply to the information, which is or shall be of public domain, not resulting from the acts or omissions of the Supplier, its employees or collaborators.

(d) The Supplier shall apply adequate measures to preserve from third parties full confidentiality of the confidential information. The Company has the right to request and supervise the adequate fulfilment of this obligation.

(e) The Supplier shall impose the confidentiality obligation established in the previous paragraphs – in its precise terms - upon its sub-contractors, collaborators and employees being the Supplier joint and severally responsible towards the Company for the non-fulfilment of said obligation.

(f) The confidentiality obligations set out above shall survive the termination of this agreement during a period of 15 years.

(g) After the termination of this agreement, the Supplier shall forthwith return to the Company any and all data, information and documentation (including copies) that are in its possession or in the possession of its employees, collaborators and/or subcontractors and that have been delivered within the execution of this agreement.

II. NO ADVERTISING

- (a) Without the written consent of the Company, the Supplier may not advertise, mention or publicize, in any case or under any circumstances, in connection with its own commercial or industrial activities, the fact that it has an agreement with the Company to provide services, nor may Supplier use the Company's name, mark or logotypes in any of its correspondence, publications or advertising.

III. DATA PROTECTION

- (a) Each term used in this Clause 15. Section III shall have the meaning given in the Data Protection Laws unless otherwise stated. References to "Articles" in this clause 15. Section III shall mean the Articles of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data). Capitalized words and expressions used in this 15. Section III shall have the following meaning:

(i) "Adequacy Decision" means a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive or (as applicable) a finding under Article 45(1) of the General Data Protection Regulation that a country, a territory or one or more specified sectors within that country, or the international organization in question ensures an adequate level of protection within the meaning of Article 45 of the General Data Protection Regulation;

(ii) "Data Controller" has the meaning given in the Portuguese Law 67/98 of 26 October or (as applicable) has the meaning given to "controller" in the General Data Protection Regulation;

(iii) "Data Processor" has the meaning given in the Portuguese Law 67/98 of 26 October or (as applicable) has the meaning given to "processor" in the General Data Protection Regulation;

(iv) "Data Protection Directive" means Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(v) "Data Protection Laws" means, before 25 May 2018, Portuguese Law 67/98 of 26 October on the Protection of Personal Data and the Data Protection Directive and from 25 May 2018 the General Data Protection Regulation;

(vi) "Data Protection Legislation" means before 25 May 2018 Portuguese Law 67/98 of 26 October on the Protection of Personal Data and from 25 May 2018 the General Data Protection Regulation;

(vii) "General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

(viii) "Non-adequate Country" means a country or territory which is outside the European Union and in respect of which there has not been an Adequacy Decision. For the purposes of the Agreement, "Non-adequate Country" includes the United States of America;

(ix) "Personal Data" shall have the meaning given to that term in the Data Protection Legislation;

(x) "Portable Copy" means a copy of Personal Data in such form as to enable the Company to comply with its obligations under Article 20 of the General Data Protection Regulation:

- (b) In case Personal Data needs to be processed in connection with the execution or pursuant to this agreement, the Parties agree that the terms of this Clause 15 Section III will apply where the Supplier acts as the Data Processor and the Company as the Data Controller. In performing its obligations pursuant to this Agreement, the Supplier shall comply with all Data Protection Laws and regulations in

respect of the protection of personal data relating to the Company and/or its employees and collaborators;

- (c) The Supplier warrants and represents that it shall, and shall require that the Supplier's personnel, to obtain, process and/or use Personal Data solely for the purposes of performing the Supplier's obligations under this agreement, on documented instructions that the Company may give to the Supplier from time to time and in compliance with the Data Protection Laws. Similarly as between the Company and Supplier, all Personal Data and any copies, reproductions, summaries, analyses or extracts thereof or based thereon, including (without limitation) those made by Supplier in performance of its obligations under the Agreement, are the property of the Company and/or of the respective Controllers and shall be promptly returned to the Company upon any of the following events, whichever the earliest: (i) upon the Company's request, (ii) upon completion of all tasks for which the respective Personal Data was transferred to Supplier or (iii) upon expiry or termination of the Agreement.. Alternatively, where Personal Data cannot be returned, or if the Company so decides , Supplier shall destroy the same and certify to the Company, in writing, that he has destroyed all such Personal Data and data carriers which otherwise would have to be returned;
- (d) The Supplier warrants and represents that it shall:
- (i) not copy, reproduce, adapt, modify, erase, destroy, disseminate, transmit, otherwise disclose, or make available Personal Data to third parties, without the previous written authorization from the Company;
 - (ii) not do anything that would put the Company in breach of the Data Protection Laws;
 - (iii) put in place, before undertaking any processing, and maintain appropriate technical and organizational measures in accordance with Articles 5 and 32;
 - (iv) provide the Company with such assistance as the Company requires to ensure compliance with Articles 32 to 36 (inclusive), taking into account the nature of the processing and the information available to the Supplier;
 - (v) maintain a record of all of its processing activities under or in connection with the agreement and of the measures implemented under this clause 15. Section III in accordance with the requirements of Article 30 and make such record available to the relevant supervisory authority;
 - (vi) provide the Company with such information as the Company requests from time to time to enable the Company to satisfy itself that the Supplier is complying with its obligations under this Clause 15. Section III;
 - (vii) allow the Company, its agents, representatives and external auditors access (on reasonable notice and during normal business hours) to its premises and/or any other location where Personal Data is processed under the agreement to allow the Company to audit the Supplier's compliance with this Clause 15. Section III. For the purposes of any such audit, the Supplier shall permit and/or shall procure that he Company shall be permitted access to such premises and/or locations, facilities, personnel, systems, records, books, accounts and information as may reasonably be required by the Company for the purpose of such audit;
 - (viii) not cause or allow Personal Data to be transferred to and/or otherwise processed in a Non-adequate Country without he Company's prior written approval;
 - (ix) not transfer Personal Data to, or permit the processing of Personal Data by, any third party (for the avoidance of doubt including to its subsidiaries and/or affiliates and/or to any sub-contractors) save to the Supplier's employees, except with the Company's prior written consent in each case (such consent to be given or withheld at the Company's absolute discretion) and where the Company has given such consent, the Supplier has entered into a written contract with that third party under which that third party agrees to obligations that are equivalent to the Supplier's obligations set out in this Clause 15. Section III, unless required to do so by any applicable laws in which case the Supplier shall (to the extent permitted by the applicable laws) give the Company prior written notice of such requirement;
 - (x) at any time upon request, and in any event upon termination or expiry of the agreement, deliver up to the Company or (at the Company's choice) securely delete or destroy all

- Personal Data in the Supplier's possession (except for such Personal Data which the Supplier is required to keep in compliance with Data Protection Laws);
- (xi) provide all assistance requested by the Company from time to time in undertaking any data protection impact assessments and consultation with a supervisory authority that the Company may reasonably decide to undertake;
 - (xii) ensure the Supplier's personnel are subject to binding obligations of confidentiality in respect of Personal Data processed under the agreement;
- (e) The Supplier shall promptly assist the Company by appropriate technical and organizational measures to comply with its obligations and fulfil data subjects' rights under Data Protection Laws, including, but not limited to:
- (i) replying to requests or queries from data subjects in respect of their Personal Data (including the provision of Portable Copies), to fulfill their rights regarding to the right of information, access, rectification, erasure, limitation, portability and/or opposition to the respective personal data processing;
 - (ii) cooperating with an investigation in connection with the Personal Data by a regulatory body (including a supervisory authority); or
 - (iii) reconstructing and/or otherwise safeguarding the Personal Data
- within any reasonable timescales specified by the Company.
- (f) Any engagement of subcontractors for the processing of Personal Data requires the prior written consent of the Company. Any subcontracting agreements shall impose upon the subcontractors also the additional obligations of the Supplier under this Agreement and shall provide that the Company may directly enforce any of the obligations under this Agreement against any of the Supplier's subcontractors. Nevertheless, the Supplier remains, at all times, fully responsible for the compliance by its subcontractors with this Agreement.
- (g) If the Supplier becomes aware of or suspects a Personal Data breach it shall notify the Company without undue delay and in any event within 24 hours, providing all the information set out in Article 33 and/or as requested by the Company. The Supplier shall at its own cost provide all assistance reasonably requested by the Company to ensure that the Company complies with its obligations under Articles 33 and 34. The Supplier shall take all reasonable steps to mitigate any risks of a Personal Data breach occurring in the future. Supplier will indemnify the Company for all damages suffered and/or costs the Company may incur as a result of such breach.
- (h) Supplier agrees that the Company may audit Supplier's compliance with the terms of this Agreement and with the technical and organizational security measures implemented by Supplier at any time later during the term of this Agreement. The Company may, within the scope of a regular audit, conduct an on-site inspection of Supplier's business operations or have such audit conducted by a qualified third party subject to the same lasting a reasonable period of time, during regular business hours and without interrupting Supplier's business operations. For the avoidance of doubt, if the Company has reasonable grounds to suspect of any non-compliance with this Agreement or in case of an incident, the Company shall be entitled to conduct an on-site inspection with the possible prior notice
- (i) If for any reason the Supplier is unable to provide any of the information set out in Article 33 within the timescale referred to in paragraph (g) above, it shall provide a written explanation to the Company and use all reasonable endeavours to provide all such information as soon as possible.
- (j) The Supplier shall not disclose any information about or in connection with any unauthorized or unlawful processing or accidental loss or destruction of, or damage to, Personal Data, other than: (i) to the Company; (ii) with the Company's express prior written approval; or (iii) as required to be disclosed by applicable laws.
- (k) The Supplier shall procure that all its personnel, subsidiaries, affiliates and any sub-processors who have access to Personal Data in connection with the agreement comply with the terms of this Clause 15 Section III and the Supplier shall be liable for all acts and/or omissions of such personnel, subsidiaries, affiliates and sub-processors.

- (l) The Supplier warrants that from 25th May 2018, it shall, where applicable, comply with its obligations to appoint and maintain in place throughout the term of the agreement a data protection officer as required by Articles 37, 38 and 39 and it shall designate a representative in the European Union where required by Articles 3(2) and 27 and ensure that its representative complies with Clauses 15 Section III. paragraph (d) sub-paragraphs (v) and (vii) and paragraph (e) sub-paragraph (ii).

Independent of, and in addition to the above provisions, it is hereby established that for every case of violation of the rules herein set, the Supplier shall pay a stipulated fixed penalty in the amount of 50,000 EUR to the Company, without prejudice of the obligation of the Supplier to compensate any damages, regardless its nature, exceeding the referred amount of penalty. The stipulated penalty shall therefore be offset against liability for damages.

16. NOTICES

- (a) Any notices or other communications required or permitted hereunder shall be deemed as sufficiently given when served by registered mail with notice of receipt or by e-mail with delivery receipt, issued automatically by the electronic e-mail system and addressed to the addresses and e-mails of the Parties specified in the PO.
- (b) The notices or communications shall be deemed to have been served on the date of signature of the notice of receipt or, in case of e-mail when the respective proof of delivery, issued automatically by the electronic e-mail system, is received by the Party who has sent the e-mail, and if received outside the normal daily working hours (considered as the period between 09:00 and 17:00), on the first working day immediately thereafter.

17. LAW / ARBITRATION

- (a) The Purchase Order shall be construed and governed according to the laws of the Republic of Portugal.
- (b) In case of dispute regarding the interpretation, the enforcement and/or the non-fulfilment and execution of the Agreement, the Parties will endeavour to obtain an equitable and adequate solution by amicable settlement. Should an amicable solution not be possible within the delay of 30 (thirty) days as from the date one party notifies the other of the existence of the dispute, either party may, at any time thereafter, resort to arbitration carried out by an Arbitration Court set up under the terms of this Article and in compliance with the provisions of Law no. 31/86, of August 29, composed by a sole arbitrator or three arbitrators. Failing the agreement to choose the third arbitrator the same shall be designated by the President of the Arbitration Committee of the "Centro de Arbitragem Comercial da Associação Comercial de Lisboa/Câmara de Comércio e Indústria Portuguesa", upon request of the most diligent Party.
- (c) The Court shall be considered constituted on the date of acceptance of the sole arbitrator or on the date of appointment of the third arbitrator, this being considered to have been executed, in the situation of lack of agreement referred to in the previous number, on the date of notification of the appointment. The Arbitration Court will sit in Lisbon and the procedure before the Arbitration Court shall be governed by the procedural rules adopted by the "Centro de Arbitragem Comercial da Associação Comercial de Lisboa/Câmara de Comércio e Indústria Portuguesa" and by the provisions of the Civil Procedure Code.
- (d) The Arbitration Court, which may define its own competence, will analyse the facts and will decide on the legal questions as would the Portuguese Court, and from the decision supplied there will be no appeal.
- (e) All costs related with the Arbitration Court, including the Arbitrators' fees, shall be borne by the Party against which the decision is supplied or, should the decision not be supplied against just one Party, by both Parties hereto, in the proportion stated in the Arbitration Decision.
- (f) For the filing of any preventive procedure as well as for the execution of the decision of the Arbitration Court, either Party may elect the most convenient jurisdiction.