

GENERAL TERMS AND CONDITIONS OF PURCHASE AND PROVISION OF SERVICES - VWFS

1. SCOPE

1.1. These general terms and conditions of purchase and provision of services (hereinafter "GTC") determine the terms and conditions applicable to all purchases of products or services made by the Client Volkswagen Bank GmbH (hereinafter "VWB" or "Client") and/or Volkswagen Renting (hereinafter "VWR" or "Client") from a supplier (hereinafter the "Supplier").

1.2. The GTC are applicable between the Client and the Supplier in all contracts for products or services, present or future, even if they are not expressly repeated in each order, unless expressly agreed otherwise or when they are replaced by an updated version.

1.3. The Supplier hereby acknowledges having read these GTC and the Client and the Supplier may, by mutual agreement, replace or add them to special conditions negotiated between them.

1.4. Any modification made to these GTC is subject to its written wording, entitled by means of an amendment agreed and signed by the parties.

2. DEFINITIONS

The following terms used in these GTC shall have the following meanings:

2.1. **Contract:** the whole of the Request for Proposal, the Proposal and the General Terms and Conditions of Purchase and Provision of Services, as well as all annexes that may be deemed necessary.

2.2. **General Terms and Conditions of Purchase and Provision of Services (PS):** refer to these general conditions of purchase that regulate the purchases/acquisitions made by the Client(s) from the Supplier;

2.3. **Supplier:** means the contracted entity that will provide the product or services;

2.4. **Product:** all goods supplied by the Supplier, namely materials, equipment, storage facilities, food products;

2.5. **Request for Proposal:** hereinafter "PP" or "RFP" (*request for proposal*), is the document that entitles a request for proposal, by a company interested in the acquisition of a product or service, to potential suppliers to present commercial proposals.

2.6. **Processors:** are third parties engaged by the Supplier for the performance of the Contract with respect to the provision of services, including all affiliated companies;

2.7. **Confidential Information:** means the information described in **Section 19.1.1.**

2.8. **Special Terms and Conditions:** refer to the additional terms and conditions that apply depending on the type of main Contractual Service.

3. ACCEPTANCE OF REQUEST FOR PROPOSAL ("PP")

3.1. The Client's PP will only be valid when carried out in a proper form, duly numbered, and authorized, issued by the Client's Procurement Department.

3.2. The Supplier shall confirm the PP within a maximum period of 5 (five) business days from the date of its receipt, by any written means (handwritten and/or electronic signature of the PP by the Supplier's legal representative or by a duly mandated Attorney-in-fact). However, the PP shall always be deemed to have been accepted by the Supplier, subject to these GTC, when the Supplier commences any work or delivers all or part of any products to the Client.

3.3. Once the period of 8 (eight) days mentioned in point 3.2 has elapsed and in view of the silence of the Supplier, it is expressly agreed that such silence will constitute refusal by the PP.

3.4. The PP accepted by the Supplier constitutes a definitive commitment on its part and implies its adherence to these GTC.

3.5. These GTC shall prevail over any general conditions presented by the Supplier. No terms of supply or provision of services by the Supplier that differ from or contradict these GTC shall be binding on the Client unless expressly accepted in writing by the Client.

3.6. The purpose of the PP is to allow the Client to purchase products or services, on a non-exclusive basis, thus not excluding the Client's right to contract, in whole or in part, with other suppliers for the acquisition of identical products or services, namely in the event of delay or non-compliance, even partial, of the Supplier in the fulfilment of the

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obligations arising from the contract, whether or not it is terminated by the Client.

4. OBLIGATIONS OF THE SUPPLIER

4.1. The Supplier undertakes to:

- (a) Deliver the products/perform the services in accordance with the Client's standard quality levels;
- (b) Correct, at its own expense, all defects, non-conformities or vices in the products or services provided, within the period to be defined by the Client, after becoming aware of their existence;
- (c) Comply with all applicable legal regulations, whether relating to its activity and to the delivery of products/execution of services, complying with all technical, fiscal, administrative, labor, corporate, environmental, personal data protection obligations and regulations, or any others in accordance with applicable EU and Portuguese legislation;
- (d) Comply with any general rules or instructions issued by the Client;
- (e) To ensure, under any circumstances, the timely, complete and continuous delivery of the products/provision of services even in the event of a strike either by the Supplier's employees or by any of the employees in the sector of activity to which the Supplier belongs, or, in the impossibility of doing so, to make the best efforts to ensure that the delivery of the products/performance of the services is not carried out, in no way disturbed, delayed or impaired; if it foresees any delay in the delivery of products or services, the Supplier shall promptly inform the Client in accordance with Clause 8.3.
- (f) In the event of a delay in the delivery of the product or provision of services, the Client may refuse the provision, and the demand for any compensation or indemnity shall be at the discretion of the parties.

4.2. The Supplier also declares that it is fully aware of and accepts the **Business Partners Code of Conduct** and practices in force in the Volkswagen Financial Services Group that have been communicated to it or that are available for consultation on the following websites and undertakes to comply with them in accordance with the provisions of the following documents, the

current and valid version of which: It is available on the website www.vwgroupsupply.com, www.volkswagenag.com or <https://www.vwfs.pt/vwfs-portugal/codigo-conduta.html>.

4.3. The Supplier further acknowledges and accepts that, prior to or during the performance of this Agreement, the Client may at any time assess the Supplier in the light of its level of compliance with the legal standards, requirements, rules, codes of conduct and best practices in force within the Volkswagen Group referred to in 4.2. above.

5. ACCESS TO CLIENT PREMISES

5.1. The Supplier may, through its employees or legal representatives, access the Client's premises for the delivery of products or the provision of services, and must follow and comply with the access rules defined by the Client, namely:

- (i) by registering and signing the visitors' sheet;
- (ii) by an access card that has been delivered.

In the case of the assignment of an access card, the Supplier must keep it and return it as soon as the conditions that allow access to the Client's premises cease and, immediately, when the refund is required. The card is delivered to the Supplier through its employees and is personal and non-transferable.

5.2 The Supplier is liable for all damages or losses, of any nature, caused by its employees or former employees, resulting from their access to the Client's premises.

5.3. Upon the termination of this Agreement or with the termination of the employment contract of the Supplier's employees, the Supplier has the obligation to immediately inform (within 24 hours) the Client of the occurrence by returning the access card.

5.4. If a period of prolonged absence of employees is foreseeable, the Supplier has the obligation to promptly inform the Client.

6. PRODUCTS AND/OR SERVICES

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6.1 Achievement

6.1.1. Modifications: The Supplier may not make modifications to the product or service of any nature without the express written consent of the Client.

6.1.2. Subcontracting: The Supplier may not subcontract its obligations without the prior written consent of the Client. In the case of authorized subcontracting, see point **18 "SUBCONTRACTING AND ASSIGNMENT OF CONTRACTUAL OBLIGATIONS"**

6.2 Quality

6.2.1. The Supplier is responsible for the quality of the products delivered and services performed.

6.2.2. The Supplier is also responsible for the products or services that it has requested from third parties for the purpose of fulfilling its own obligation to the Client. In this sense, the Supplier must be able to justify to the Client at any time its requirements, procedures and controls implemented and carried out with its subcontractors or third parties in relation to the quality of the products or services performed.

6.2.3. The assistance that the Client may provide to the Supplier to produce the products or services and the checks that the Client reserves the right to carry out cannot be considered as acceptance of the quality of the Supplier's products or services, which will remain responsible for them after approval and acceptance by the Client.

6.2.4. The Client shall have the right to inspect, at its own expense, at any time, the Supplier's premises as well as the conditions under which the Supplier provides the products or performs the service.

7. COMPETITIVENESS

7.1. During the term of this Agreement, either party shall have the right to conduct market enquiries to compare the price of products/services with market conditions, including but not limited to quality.

7.2. If, during the term of these GTC, the Client finds another solution, in whole or in part, similar, it shall consult the Supplier to verify that it is able to meet the best terms and market conditions, and the Parties shall agree on an appropriate economic and operational solution.

7.3. Without prejudice to the provisions of the previous paragraph, the Client has the right to terminate these GTC with the Supplier based on this Clause, by means of written notice to that effect addressed to the Supplier with a prior notice of 60 days in relation to the date on which the termination will take effect.

8. DELIVERIES/PROVISION OF SERVICES

8.1. The deadlines for the delivery of products and/or the execution of the service are imperative, a decisive condition without which the Client would not enter a contract with the Supplier.

8.2. The Supplier shall be fully responsible for any delay in delivery, and shall bear all harmful consequences, direct or indirect, at the request of the Client, and all costs arising from delays in execution without the need for prior formal notice.

8.3. If, prior to the date on which performance is due, the Supplier foresees any difficulties that will arise in relation to the delivery of products/provision of services, or if circumstances beyond the control of the Supplier prevent the delivery of products or provision of services on the agreed date, the Supplier shall inform the Client immediately without the Supplier being relieved of any liability to the Client for any and all damages and/or losses that may arise be caused by the Supplier's intentional or negligent act or delay.

If such circumstances persist, the Client shall have the right to purchase the ordered products/services from any other source and to reduce to the same extent, and without any liability, the quantity of products/services specified in the PP, with the consequent adjustment of the price.

8.4. Any early delivery may not be accepted by the Client's services without the Client's express prior agreement with the Supplier.

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8.5. In the event of a decrease or increase in the Client's production volume, the parties may mutually agree to decrease or increase the volume of the products/services contracted under these GTC.

9. FORCE MAJEURE

9.1. Neither party shall be liable for any failure to comply with these GTC arising from causes or events beyond its reasonable control, provided that the same are not due to any fault or negligence of such party.

9.2. In cases of force majeure (including interventions by civil and military authorities, strikes, accidents, natural disasters, fires, floods, lack of proper functioning or serious and continuous interruption of the telecommunications network (including loss of access to computer systems or the electrical network), pandemics, which limits or hinders the provision of the Services, the Supplier guarantees to the Client that it has a contingency plan that provides for the continuity of the provision of the services. Services.

9.3. In the event of impossibility or limitation in the provision of services, the Supplier shall immediately inform the Client and restore service levels as soon as possible.

9.4. If any of the above-mentioned situations of force majeure occur in relation to the Client, leading to the displacement, even temporarily, of its premises, the Supplier ensures the provision of services to the Client, at the address that they may indicate, within a reasonable radius that may be designated by agreement of the Parties, in relation to the Client's current address.

10. PRICE, PAYMENT and BILLING

10.1 PRICE

10.1.1. Other than the prices/remuneration agreed by the Parties and specified in the PP and Awarded Bid, no other payment or price shall be due by the

Client to the Supplier under this Agreement in any way.

10.1.2. The prices/remuneration will be fixed and will not be subject to revision during the term of the Agreement.

10.1.3. The price specified in the PP shall be considered, in the absence of any indication to the contrary, to include all taxes legally due, except Value Added Tax (VAT), which the Supplier shall specify separately in the respective invoice.

10.1.4. Unless otherwise stipulated or mutually agreed, the cost of the Supplier's travel to perform its service is not subject to payment by the Client.

10.2. PAYMENT and BILLING

10.2.1. Invoices received and accounted for by the Client in each month are paid 30 days after their receipt, by bank transfer (according to the bank details provided by the Supplier) upon confirmation of the services provided or products delivered.

10.2.2. In the event of a delay in the payment of invoice(s), the Client may only be required to pay default interest at the legal rate in force.

10.2.3. Payment by the Client shall be made to the Supplier in a single account indicated by the Supplier, regardless of whether the Services have been performed by the Supplier or by any of its subsidiaries.

10.2.4. All supplier invoices must be sent to the Client's Accounting Department at the following address: Volkswagen Financial Services – AlfraPark, Edifício G R/C, Estrada de Alfragide, n.º 67 2614-519 Amadora.

10.2.5. Format of invoices: all invoices must specify the supplier number, the PO (Purchase Order) number, the description or code number of the products and/or the description of the services, as well as the legal and tax requirements in force and any other required by the Client.

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10.2.7. For any questions or clarifications about Invoices/Payments:

pagamento.faturas@vwfs.com.

10.2.8. The Client may decide, at any time, on the electronic invoicing system, to which the supplier will be bound, unless otherwise agreed in writing between the Parties.

10.2.9. Failure to comply with the above-mentioned formalities may cause delays in payment, which will not be considered the Client's responsibility.

10.2.10. In the event of defective delivery/performance by the Supplier, the Client may refuse payment and shall be entitled to withhold an appropriate amount until the defective products are replaced or the proper performance of the services has been done.

10.2.11. If the Client needs to make any charge and/or debit to the Supplier, namely as compensation for the delay in the delivery of products or performance of the service, the Supplier expressly agrees that the Client may issue the respective invoice/debit note and offset the corresponding amounts against the amounts owed by the Client to the Supplier under this agreement.

11. COMPENSATION FOR LATE DELIVERY

11.1. The Client reserves the right, in the event of delay in the delivery of products or in the performance of the service, to apply penalties, without prejudice to the possibility of revising or modifying, in whole or in part, its commitments without the Supplier being entitled to compensation.

11.2. Any delivery of products or any performance of a service carried out, in whole or in part, after the contractually foreseen date, automatically puts the Supplier in a position to incur penalties for delay, without the need for formal notification, without prejudice to any compensation for damages caused to the Client.

11.3. Unless otherwise agreed, this percentage is equal to 1% of the value of the Contract for each day of delay up to a limit of 10%.

12. TAXES

12.1. The Supplier and the Client are responsible for complying with the tax obligations related to the payment and withholding of taxes stipulated in the law and other EU and Portuguese tax regulations derived from the Contract. Any mandatory payment of tax and withholding tax in accordance with Portuguese tax regulations will be paid/withheld by the Supplier and/or the Client accordingly.

12.2. The Supplier undertakes to provide the Client, if the Client so requires, with a certificate of compliance with tax obligations (or other document/certificate) issued by the competent tax authorities.

12.4. Furthermore, the Supplier is obliged to fully comply with the obligations referred to in the previous points. In the event of the Supplier's failure to comply with the obligations set forth herein, the Supplier shall indemnify the Client for any act that may be taken by the Portuguese tax authorities against the Client in this regard and shall reimburse the Client for any amount that the latter has had to pay or will have to pay due to any action or claim by such authorities (including attorneys' fees, tax advisors, any other costs and expenses, etc.).

13. INDUSTRIAL RELATIONS

13.1. The Supplier shall employ its own workers for the supply and delivery of products and/or services included in the Contract.

13.2. The Supplier hereby declares that it has employees hired by it under an employment contract, to fulfill its obligation under the Contract, and they cannot in any way be considered employees of the Client.

13.3. The Supplier is responsible for its own employees or subcontractors, as the case may be,

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used for the fulfilment of its obligation under the Contract, as well as all corresponding payments to its employees and subcontractors, during the term of the employment contracts and/or as a consequence of their termination, for any reason, including salaries, holidays, compensation, seniority, bonuses, accident compensation, taxes and social security contributions and any other obligations arising from the Portuguese Labor Law.

13.4. The Client shall not accept any claim relating to any legal or contractual obligation of the Supplier towards its employees and/or subcontractors.

13.5. The Supplier shall take all necessary measures to prevent and ward off any claim by its employees or subcontractors towards the Client. The Client will be reimbursed by the Supplier for any amount it has to pay because of the claim (including attorneys' fees, costs, expenses, etc.).

14. TERMINATION

The Agreement may be terminated by Client at its discretion, in whole or in part, at any time upon written notice to Supplier sent at least ninety (90) days' notice.

15. Non-compliance

15.1. The Supplier shall communicate in writing to the Client any situations that may result in the non-fulfilment of any obligations arising from these GTC and the Contract, as well as the foreseeable duration of the breach, undertaking, in any case, to use all the means at its disposal to avoid delays.

15.2. If it is proven that the delay in the fulfillment of the Supplier's obligations is attributable to the Client, the deadlines for the provision of services will be extended for a period of time equal to that of the delay attributable to the Client.

16. TERMINATION

16.1. Without prejudice to the provisions of point 15, as well as other rights arising from the law or these GTC, the non-compliance or defective fulfilment, by either Party, of the obligations arising from these GTC, gives the other Party the right to terminate it.

16.2. The Party that intends to exercise the right of withdrawal under these GTC shall inform the defaulting party, by registered letter with acknowledgment of receipt, and with invocation of the respective reasons, that it intends to terminate the Agreement, giving it a period of not less than 15 (fifteen) days to put an end to the situation of non-compliance or defective performance.

16.4. If the defaulting party does not put an end to the situation of non-compliance or defective performance within the period granted for this purpose under the provisions of the previous paragraph, the other Party may terminate these GTC by registered letter with acknowledgment of receipt.

16.3. The Parties also have the right to terminate, namely, in the following cases:

a. The dissolution or liquidation of any of the Parties has been decided or approved, either by decision of the General Meeting or by court decision;

b. Any administrative authorizations, licenses or permits, necessary for the exercise by the other contractor of its activity, are modified, not renewed, revoked, denounced, revoked or declared null and void, in whole or in part, provided that this situation is not remedied within 60 (sixty) days;

c. and. In case of delay in the payment of the agreed amounts, provided that such delay is maintained for a period of more than 30 (thirty) days.

16.5. The exercise of the right of withdrawal does not prejudice any rights to compensation that the injured Party may have in the event of non-compliance or defective compliance with these GTC and the Contract, nor does it make it impossible for the Supplier to demand payment

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of invoices for services that, in the meantime, continue to be provided by it.

17. AMENDMENTS

17.1. The parties may modify, by mutual agreement, among others:

- a) The quantities, project descriptions and/or specifications related to the products/services covered by the Agreement;
- b) Place of delivery of the provision of services.

18. SUBCONTRACTING AND ASSIGNMENT OF CONTRACTUAL OBLIGATIONS

18.1. The Supplier may not subcontract, in whole or in part, the execution of this Agreement or assign to third parties, in any way, in whole or in part, the fulfillment of its obligations under the same, without the knowledge or prior written consent of the Client under the terms indicated below.

18.2. The Provider may use third parties to provide the Services, if it complies with the rules below, as well as ensures that such third parties fully comply with the obligations set forth in these GTC:

18.2.1. If the third party only provides simple assistance services ("Simple Assistance"), and does not involve the processing of personal data, the Service Provider must notify the Client in advance of the involvement of a third party, including the functions assumed by the latter;

18.2.2. Any other third-party subcontracting, including those involving the processing of personal data, depends on the prior written consent of the Client. This written consent includes the scope and characteristics of the subcontracting, as well as the content of the contract concluded with the third party. In this subcontracting scenario, the Supplier may only enter contracts that comply with the relevant legal provisions and the provisions of these GCs.

18.3. If the Provider subcontracts the further processing of the personal data to which it has had access to a third party, subject to obtaining the written consent of the Client for this purpose, it shall be obliged to ensure that the third party is contractually bound by the obligations relating to compliance with data protection, banking secrecy and trade secret rules imposed on the Supplier by the Client, in particular the rules set out in the Annex ("Data Processing Instructions") to these GTC.

19. CONFIDENTIALITY/SECRECY

19.1. The Supplier and the Client undertake to maintain confidentiality and maintain strict secrecy with respect to all information of which they have become aware or that they may become aware in relation to any of the activities of the other, or which is in any way related to these GTC, except:

- when such information is requested by the competent public authorities;
- in situations of dispute between the Parties or non-compliance with the GTC, in which case the relevant information may be presented to the entity authorized to settle the conflict.

In these cases, the opposing party must be informed as soon as possible of the information requested and the requesting entity.

I. CONFIDENTIALITY

The Supplier undertakes to maintain strict confidentiality regarding all information known or to be known because of the performance of the contract, or in connection with it, including all information received prior to the performance thereof.

For this purpose, "confidential information" means all technical and non-technical, commercial or other information that is exchanged between the Parties in any form, namely, all trade secrets, marketing processes, know-how, financial and/or accounting

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information, content of the documentation delivered, reports, records, calculations, magnetic tapes, lists, files and databases of the Clients to which the Service Provider has access and, in general, everything relating to the activity of the Parties and the performance of this Agreement, in particular, the list of Clients' Clients or any information relating to them and any information contained in the Clients' databases relating to their Clients and/or the services installed.

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

The obligation of confidentiality provided for in this Clause does not apply to information, which is or will be in the public domain, not resulting from acts or omissions of the Supplier, its employees, or collaborators.

The Supplier shall impose the obligation of confidentiality set forth in the preceding paragraphs - in its precise terms - on its subcontractors, employees and employees, and the Supplier shall be jointly and severally liable to the Client for failure to comply with this obligation.

The Supplier shall inform the Client within a maximum period of two (2) working days whenever it becomes aware that the provisions contained in this clause have been violated and, immediately after becoming aware of the violation, shall take all necessary measures to restore compliance and prevent the occurrence of any other violation, informing the Client thereof.

The confidentiality obligations set forth above shall be maintained after the termination of these GTC for a period of five (5) years, except for those which, by their nature, must remain in the possession of the Service Provider, who is obliged to keep them for a period of two years or for the legal period that, considering the nature of the respective documents, is longer than that.

Upon termination of this agreement, the Supplier shall immediately return to Client 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 these GTC.

In addition to the general duties of confidentiality expressed in the preceding paragraphs, the duty of professional secrecy, due to the nature of the activity carried out by VW BANK and VWFS, and the Supplier is obliged to respect and ensure respect for its employees, collaborators or third parties the duty of secrecy under the terms provided for in the Legal Framework of Credit Institutions and Financial Companies, This duty is maintained, for all time, even after the cessation of the provision of services and/or the cessation of functions of employees, collaborators or third parties.

Each Party is liable to the other for all damages arising from the breach of its obligations regarding the use of confidential information.

The obligations of confidentiality and professional secrecy shall survive termination of this Agreement.

II. PUBLICITY

Without the written consent of the Client, the Supplier may not announce, mention or disclose, in any case or under any circumstances, in relation to its own commercial or industrial activities, the fact that it has an agreement with the Client to provide services, nor may the Supplier use the Client's name, brand or logos in any of its correspondence, publications or advertising.

20. DATA PROTECTION

20.1. Each term used in these GTC shall have the meaning ascribed to it in the Data Protection Laws, unless otherwise stated. References to "Articles" in this clause means the articles of the General Data Protection Regulation (Regulation

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(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data).

Capitalized words and expressions used herein in these GTC shall have the following meanings:

(i) "**Applicable Data Protection Law**" means any applicable national or internationally binding data protection laws (including, but not limited to, the General Data Protection Regulation 2016/679) applicable at any time during the term of the Agreement to, as the case may be, the Controller or the Processor;

(ii) "**adequacy decision**" means a finding pursuant to Article 45(1) of the General Data Protection Regulation that a country, territory or one or more sectors specified in that country, or the international organization concerned, ensures an adequate level of protection within the meaning of that Article of the General Data Protection Regulation;

(iii) "**Processing**" means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automatic means, such as, for example, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or other making available, alignment or combination, restriction, erasure or destruction;

(iv) "**Controller**" means the Company as a legal entity which, under this Agreement, determines the purposes and means used for the processing of personal data;

(v) "**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;

(vi) "**Data Protection Authorities**" means any national data protection authority responsible for the enforcement of data privacy laws as well as the supervision of the Controller or Processor.

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

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

(ix) "**Portability**" means a copy of the Personal Data in such a way as to enable the Client to perform its obligations under Article 20 of the General Data Protection Regulation:

20.2. The Supplier, as a Processor, warrants and represents that it will process and/or use the Personal Data solely for the purposes of fulfilling the Supplier's obligations under this contract, and in accordance with and with respect for the documented instructions that the Client may give to the Supplier and in compliance with Data Protection Laws and guarantees that it will transmit these obligations to its employees so that they comply with the provisions of the GC and the law. Similarly as between the Client and the Supplier, all Personal Data and any copies, reproductions, summaries, analyses or extracts thereof or based thereon, including (without limitation) those made by the Supplier in the performance of its obligations under the Agreement, are the property of the Client and/or the respective Data Controllers and will be promptly returned to the Client in any of the following events, whichever occurs first: (i) upon Client's request, (ii) upon completion of all tasks for which the respective Personal Data has been transferred to the Supplier, or (iii) upon expiration or termination of the Agreement. Alternatively, where Personal Data cannot be returned, or if the Client so decides, the Provider shall destroy it and certify to the Client, in writing, that it has destroyed all such Personal Data and data carriers that would otherwise have to be returned;

20.3. The Supplier warrants and represents:

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(i) not to copy, reproduce, adapt, modify, delete, destroy, disseminate, transmit, disclose or make Personal Data available to third parties, without the prior written authorization of the Client;

(ii) not to do anything that may put the Client in violation of Data Protection Laws;

(iii) keep a record of all your processing activities under or in connection with the contract and the measures implemented by the Client;

(iv) provide the Client with such information as the Client requests to enable the Client to ensure that the Provider complies with its data processing obligations;

(v) not to cause or allow Personal Data to be transferred and/or otherwise processed in a Non-Suitable Country.

(ix) not transfer Personal Data to, or permit the processing of, Personal Data by any third party (including its subsidiaries and/or affiliates and/or any subcontractors), except with the prior written consent of the Client, in each case (such consent shall be given or withheld at the Client's absolute discretion).

(x) at any time, upon request and in any event upon termination or termination of the contract, deliver to the Client or (at the Client's discretion) securely delete or destroy all Personal Data in the possession of the Supplier (other than such Personal Data as the Supplier is required to maintain in compliance with Data Protection Laws), in accordance with point (c) above;

(xi) provide all assistance requested by the Client from time to time in carrying out any data protection impact assessments and consultation with a supervisory authority that the Client may reasonably decide to undertake;

(xii) ensure that the Supplier's personnel are subject to binding confidentiality obligations in relation to Personal Data processed under the contract;

20.4. The Supplier shall promptly assist the Client through appropriate technical and organizational measures to fulfil its obligations and fulfil the rights of data subjects under Data Protection Laws, including but not limited to:

(i) respond to requests or queries from data subjects in relation to their Personal Data (including the provision of Portable Copies), to comply with their rights relating to the right to information, access, rectification, erasure, limitation, portability and/or opposition to the respective processing of personal data;

(ii) cooperate with an investigation related to Personal Data by a regulatory body (including a supervisory authority).

20.5. If the Client consents to the subcontracting of third parties, any subcontracting agreements shall impose on the subcontractors the obligations assumed by the Supplier under this Clause.

20.6. If the Supplier becomes aware of or suspects a Personal Data breach, it shall notify the Client without undue delay and in any event within 24 hours, providing all information as requested by the Client. The Supplier shall, at its own cost, provide all assistance reasonably requested by the Client to ensure that the Client fulfils its obligations. The Supplier will take all reasonable steps to mitigate any risks of a Personal Data breach that occurs in the future. The Supplier shall indemnify the Client for all damages suffered and/or costs that the Client may incur because of such breach.

20.7. If, for any reason, the Supplier is unable to provide any of the information within the time limit referred to in paragraph above (20.6.), it shall provide a written justification to the Client and shall use all reasonable endeavors to provide all such information as soon as possible.

20.8. The Provider will 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, except: (i) to the Client; (ii) with

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the prior and express written approval of the Client; or (iii) as required by applicable laws.

20.9. The Supplier agrees that the Client may audit the Supplier's compliance with the terms of this Agreement and with the technical and organizational security measures implemented by the Supplier at any time thereafter during the term of this Agreement. The Client may, as part of a regular audit, conduct an *on-site* inspection of the Supplier's business operations or have such an audit conducted by a qualified third party for a period necessary for that purpose, during normal hours and without interruption. For the avoidance of doubt, if the Client has reasonable grounds to suspect any breach of this Agreement or in the event of an incident, the Client shall have the right to carry out an on-site inspection, with 3 days' notice.

20.10. The Provider warrants that, where applicable, it fulfils its obligations to appoint and maintain in force during the term of the contract a Data Protection Officer and shall appoint a representative in the European Union where legally required.

20.11. Regardless, and in addition to the above, it is hereby established that for each case of violation of the conditions established herein and determined by the Data Protection Law, the Supplier will pay or reimburse the Client for the fines that it is called upon to pay by the Data Protection Authorities, or indemnities or compensations that are claimed by the data subjects, as a result of the Supplier's non-compliance.

21. COMPLIANCE/QUALITY

21.1. The Client reserves the right to inspect the fulfilment of the requirements of the services provided and products purchased under these GTC, whether from the Supplier or from any of its subcontractors.

21.2. Whether or not the inspection referred to in the previous point occurs, the Supplier is always responsible for the strict conformity of the contracted products and services, both by the

person versed in these GTC and by what is legally applicable and is also obliged to maintain the duties associated with the agreed guarantees.

22. NOTICES

22.1. Any notices or other communications required or permitted herein shall be deemed to be sufficiently provided when sent by registered mail with acknowledgment of receipt or by e-mail with delivery receipt, automatically issued by the e-mail system and addressed to the e-mail addresses of the Parties specified in the PP.

22.2. Notices or communications shall be deemed to have been delivered on the date of signature of the acknowledgment of receipt or, in the case of e-mails, when the respective proof of delivery, automatically issued by the e-mail system, is received by the Party sending the e-mail, and if received outside normal daily working hours (considered the period between 09:00 and 17:00), on the first business day immediately following.

- Email: pacprocurement@vwfs.com

23. ANTI-CORRUPTION

23.1. The Supplier declares and undertakes not to be involved or involved, directly or indirectly, through its representatives, officers, directors, partners or shareholders, advisors, consultants, related parties, during the fulfillment of the obligations set forth in these GTC, in any activity or practice that constitutes a violation of the terms of the applicable anti-corruption laws.

23.2. The Supplier promises not to offer, donate, pay, authorize or accept any undue pecuniary payment, directly or indirectly, to any person or entity, with the aim of illicitly benefiting the Client and/or its business or taking an improper advantage.

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24. LAW / ARBITRATION

24.1. The Agreement is governed by and shall be construed in accordance with the laws of the Portuguese Republic.

24.2. In the event of a dispute as to the interpretation, execution and/or non-performance and performance of the Agreement, the Parties shall endeavor to agree on an equitable and adequate solution.

24.3. All disputes arising out of this contract or related to it that are not amicably resolved under the terms provided for in the previous paragraph, within thirty (30) days from the date on which one of the parties notifies the other of the existence of the dispute, shall be definitively resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre), by one or more arbitrator(s) appointed in accordance with the Rules. The arbitration will take place in Lisbon.

24.4. All costs related to the Arbitral Tribunal, including the Arbitrators' fees, shall be borne by the Party against whom the award is rendered or, if the award is not rendered against only one of the Parties, by both Parties, in the proportion indicated in the Arbitral Award.

24.5. The acceptance of the Agreement by the Supplier implies its adherence to these GTC, unless they have been the subject of written reservations formally accepted by the Client.

ATTACHMENTS

Appendix I ("Data Processing Instructions")

Annex II (CoC. Business Partners)