

Terms and Conditions of the Business Partner Due Diligence Process

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A. BACKGROUND AND COMMON UNDERSTANDING

Volkswagen Aktiengesellschaft and its direct and indirect majority-owned or controlled affiliates and subsidiaries (“**Volkswagen**”) value their reputation as an ethical company with high standards of integrity and high regard for complying with German anti-bribery laws (Sec. 299 et seqq. and 331 et seqq. German Criminal Law Book), the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other applicable laws very seriously. To comply with its obligations under these laws, Volkswagen requires its prospective agents, consultants, advisors, representatives, distributors, and other third party sales partners as well as suppliers and consortium partners - including your company - (“**Prospective Partners**”) now or at any point in the future, to provide certain information for VW’s review prior to entering into any agreement with a Prospective Partner (“**Business Partner Due Diligence**” or “**BPDD**”).

This form is provided because you as a sole proprietorship, self-employed individual or member of a partnership or your company is under consideration for a business relationship with Volkswagen. Submission of this form to Volkswagen is only one step in the BPDD process and such submission does not affirm the existence of a business relationship between Volkswagen and the Prospective Partner. Volkswagen’s General Terms and Conditions applicable to you will apply.

In this BPDD process, Volkswagen may ask for data, which qualifies as personal data in accordance with the General Data Protection Regulation (EU) 2016/679 (“**Personal Data**”).

B. DISCLAIMER

Notwithstanding the terms of any other provision and as far as it is not unlawful to exclude liability, in no event Volkswagen shall be liable and expressly disclaims any liability

- (1) towards a Prospective Partner, you or any other party for direct, indirect or other damages, including but not limited to lost profits, arising from the use of or inability to use this BPDD tool and
- (2) for the content of any data transferred either to or from a Prospective Partner or stored by a Prospective Partner via this BPDD tool provided by Volkswagen.

Prospective partner agrees to defend, indemnify, and hold harmless Volkswagen and all of its respective directors, officers, employees, representatives and business partners from and against any and all claims, proceedings, damages, liabilities, losses, costs, and expenses relating to or arising from Prospective Partner’s use of this BPDD tool, failure to obtain the requisite consent for any Personal Data provided on this form and any breach of this Disclaimer’s Terms and Conditions.

Any issues, questions or claims concerning this Disclaimer shall be governed by and construed and enforced in accordance with German law, without giving effect to the principles of conflicts of law thereof or of any other jurisdiction. Each party agrees that any legal proceeding relating

to this Terms shall be brought exclusively to the courts of Brunswick, Germany. Each Party irrevocably consents and submits to the jurisdiction of the courts located in Brunswick, Germany and agrees that each court located in Brunswick, Germany shall be deemed to be a convenient forum for such proceeding.

C. DATA PRIVACY AND CONSENT

Data controller are Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany and its direct and indirect majority-owned or controlled affiliates and subsidiaries with which the Prospective Partner is intending to start business with. Volkswagen AG is representing all controllers involved. For further information and to assert your data protection rights, please use the contacts mentioned at the end of this part below.

Personal Data of key personnel of the Prospective Partner (including but not limited to a sole proprietor, partners of a partnership, management and major shareholders of a company), whether obtained from you or any other source, in this form and the application process will be used by Volkswagen for determining the suitability of the business relationship with the Prospective Partner and to help Volkswagen achieving compliance with anti-corruption laws of Germany, the U.S., the UK and other jurisdictions.

Volkswagen will obtain further information about the Prospective Partner and its key personnel from the references and other parties identified in the application by the Prospective Partner as well as a variety of sources to obtain business integrity information including publicly available resources and will use such information for the purposes described above. Volkswagen may process the following categories of data: name and contact details of Prospective Partners and their key personnel (function/position, telephone, fax, mail, email, etc.), reputational, reference and public register information. Subject to local laws and regulations, Personal Data may include a limited amount of special categories or sensitive Personal Data including, for example, information about the past business conduct of the Prospective Partner and its key personnel.

If provided, the processing may be based on consent.ⁱ The processing is also lawful for the purposes of compliance with legal obligations to which Volkswagen is subject and of Volkswagen's legitimate interests to protect itself against fraud and other crimes as well as to defend its legal positions (Art. 6 Para. 1 Sentence 1 lit. a), c) and f) of the General Data Protection Regulation (EU) 2016/679 for sole proprietors and partnerships also Art. 6 Para. 1 Sentence 1 lit. b) of the same regulation).

Volkswagen may, if deemed appropriate for the above stated purposes, transmit or share Personal Data with relevant employees of the Compliance as well as Legal functions within Volkswagen's worldwide organization, third party suppliers assisting Volkswagen in its third party due diligence, external legal counsel and/or regulatory or other authorities in the U.S. or other countries outside your country of residence/business ("**Recipients**"), whose laws protecting personal information may not be equivalent to those in your own country. In all such cases, Volkswagen has agreed to implement appropriate safeguards in accordance with applicable data

privacy laws and Volkswagen's policies to protect Personal Data from unauthorized disclosure and use.

Any Personal Data will be retained securely and only for as long as required to consider the Prospective Partner's suitability as business partner of Volkswagen or until the end of any applicable statutory period of limitation, which period lasts longer in each case.

Individuals may **request information** about their Personal Data processed by Volkswagen, may **rectify** any incorrect or incomplete information and may ask for its erasure. If applicable, individuals have the right to demand the **restriction of processing**. As maybe required by the laws of your jurisdiction, you have to inform any individuals concerned about providing their Personal Data to Volkswagen for processing and request their prior consent. An Information form proposal can be found for each country on the [Volkswagen Compliance Website](#).

If provided, individuals have the **right to withdraw** their consent for the data processing, with effectiveness for the future, at any time and upon a free-of-charge basis. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal and/or other legal grounds as there may be.

Individuals may **object to the processing** of their Personal Data based on Volkswagen's legitimate interests. Unless their objection is directed solely against direct marketing by Volkswagen they have to justify that they are in a special situation which makes the processing of their Personal Data based on legitimate interests unacceptable for them. The objection shall not affect the lawfulness of processing based on other legal grounds as there may be.

Individuals may also raise complaints at the relevant data protection authorities of the EU Member States, e.g. the State Data Protection Officer for Lower Saxony, Germany.

For further information concerning the exercise of your rights, please see <https://datenschutz.volkswagen.de/?lang=en>. Our **Volkswagen Group Compliance - Privacy Contact** shall support you as your contact person on all BPDD data protection-related matters: bpdd-privacy@volkswagen.de. Our data protection officer shall support you as a further contact person on all data protection-related matters: Data Protection Officer of Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, info-datenschutz@volkswagen.de

D. DECLARATION AND CONSULTATION

If a Prospective Partner is not able to provide the requested information, the necessary consent declarations and to make the declarations, representations, warranties and acknowledgements below, the Prospective Partner may not be able to enter into a business relationship with Volkswagen. However, any decision of Volkswagen about entering into a business relationship with a Prospective Partner will be based on multiple considerations and not based on automated processing alone and remain in the sole discretion of Volkswagen.

If you have any questions or concerns about the above, please consult with your Volkswagen contact (your “**Business Sponsor/ Originator**”). Please also contact your Business Sponsor/ Originator at Volkswagen if (1) you are unable to provide any of the requested representations, warranties and acknowledgements, (2) you have not received the appropriate consents or authorizations to provide the Personal Data or (3) a consent or authorization has been withdrawn and corrections or deletions have been required by the individual concerned.

Please check, sign and upload the consent below in the BPDD tool. If you are using an excel file to fill out the Business Partner Due Diligence questionnaire, please mail this together with your questionnaire to your Business Sponsor / Originator.

By now accessing and using the system, I represent and warrant that:

- (1) The Prospective Partner agrees to these Terms;
- (2) The Prospective Partner has notified any individuals concerned about these Terms and obtained their documented and valid consent or authorization according to the laws of the Prospective Partner’s jurisdiction prior to using their Personal Data for this purpose. The Prospective Partner will report any withdrawal of permission and/or request for corrections or deletions without undue delay to Volkswagen;
- (3) The Prospective Partner has authorized the references named to provide Volkswagen with information about their business relationship with the Prospective Partner. The Prospective Partner hereby exempts in this regard any references named from their confidentiality obligations towards the Prospective Partner.
- (4) The Prospective Partner will not take any action that would constitute a violation of Sec. 299 et seqq. and 331 et seqq. German criminal law book, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or other applicable anti-corruption laws;
- (5) The Prospective Partner requests a Business Partner Due Diligence to be carried out by Volkswagen in order to acquire a position which may allow the conclusion of a contract with Volkswagen; and
- (6) I am the Prospective Partner - or I have the authority as a partner or I have the authority as an authorized agent of the Prospective Partner to bind the Prospective Partner to these Terms;

* I accept the Terms.

Regarding my Personal Data, I have provided while assisting the Business Partner Due Diligence Process of Volkswagen regarding my company, I represent and warrant that:

- (i) I consent in Volkswagen processing my Personal Data according to the abovementioned Terms; and
- (ii) I acknowledge that: Volkswagen may process all Personal Data provided by me and share it with its affiliated companies and non-affiliated service providers or advisors to conduct a Business Partner Due Diligence. I understand that this Business Partner Due Diligence

may involve processing of Personal Data within the EU, in/to the U.S. and other jurisdictions outside EU/EEA.

(i) I do confirm that I have uploaded all relevant consent declarations.

* I do consent and accept these Terms.

Company Name and Address of Principal:

Full Name of Individual (in writing):

Address:

Number of the main identity document, information on the date of issue of this document and the issuing authority:

Place / Date:

Signature:

ⁱ The consent shall be given for collecting, recording, systematizing, accumulating, storing, specifying (updating, changing), extracting, using, transferring (providing, giving access to), depersonalizing, blocking, deleting, destroying – with the use of means of automatization (including in informational systems of personal data), without using of means of automatization and in a combined way.