



PURCHASE CONDITIONS OF AUDI MÉXICO, S.A. DE C.V. FOR INFORMATION TECHNOLOGY CONTRACTS (IT) AND/OR INFORMATION AND COMMUNICATIONS TECHNOLOGY CONTRACTS (ICT)

1. DEFINITIONS

All terms used in this document will have the following definitions:

1.1 AUDI: Audi México, S.A. de C.V. and/or subsidiaries and/or affiliates of Audi AG worldwide.

1.2 Goods: the results of the provision of Services, including without limitation, the know-how, hardware, software, and all controls, access numbers, domains, subdomains, telephone numbers and other numbers and identification symbols that Supplier establishes or registers for the benefit of AUDI or uses or provides due to the contractual relationship.

1.3 Deliverables: means any tangible object that the Supplier, in accordance with the Purchase Order (hardware, data carriers, documents and materials, documentation, conceptual drawings, etc.), is obliged to deliver to AUDI.

1.4 Contract Specifications: they describe the Goods and/or Services (according to technical, commercial and/or legal documents) establishing the consideration and other supply terms, they may even contain an estimate of the Goods and/or Services required by AUDI. The Contract Specifications are binding on the Supplier, obliging Supplier to perform the Provision of Services and/or the delivery of the Goods in accordance with said Specifications once a Request from AUDI is received. The Contract Specifications issued by AUDI are not binding on any of the Parties even when establishing an estimate, so they do not oblige AUDI to request the Services, unless otherwise expressly agreed in writing.

1.5 Purchase Order: orders for Goods and Services, including General Orders by AUDI.

1.6 General Order: purchase orders of continuing performance.

1.7 Supplier: the service supplier or contractor.

1.8 Provision of Services: all the Goods and Services that Supplier must provide in accordance with these terms, the Purchase Order, technical, commercial and/or legal documents.

1.9 Services: the provision of Information Technology and/or Information and Communication Technology Services required by AUDI.

1.10 Information Technology (IT) services: software and hardware features, as well as infrastructure features, support features, and/or supervision features.

1.10.1 Software Services: the development and improvement of software, the expansion and modification of software, the adjustment and adaptation of software, and the provision of standard software.

1.10.2 Hardware Services: the delivery/provision of Hardware Systems or the adaptation of Hardware or Hardware Systems.

1.11 Information and Communication Technology services (ICT): data services, as well as infrastructure services, support services and/or supervision services.

1.11.1 Data Services: Information and Communication Services, as well as Telecommunications Services and those based on telecommunications.

1.11.2 Infrastructure Services: all the necessary preparatory work in relation to the provision of software and hardware and/or Data Services, such as the design, planning, configuration, assembly or installation of Systems.

1.11.3 Operation Services: the operation of hardware and/or software components and Systems, data hosting and management, and/or operation of the data management center.

1.11.4 Support Services: the development and improvement of Software Systems and computer programs, expansion and modification of Software Systems and computer programs, adjustment and adaptation of Software Systems and of computer programs, and the provision of standard computer programs.

1.11.5 Supervision Services: the collection of performance data and other data regarding the Systems and/or the Data Services, as well as the preparation and transmission of reports to AUDI in relation to the operation of the Systems and/or with Data Services.



1.12 Systems: Computer Systems, computer networks and data facilities and/or telecommunications facilities, transmission networks, lines and routes, including software and hardware.

1.13 Own Use: the use of the Goods by AUDI, as well as by the Service Suppliers contracted by AUDI.

2. ENFORCEABILITY OF TERMS

All contractual obligations between AUDI and Supplier are only completed in accordance with the provisions of section 3 of these terms and will be subject to all provisions unless otherwise agreed in writing. Any contracting condition of the Supplier, contrary to or different from these terms, will not be binding for AUDI, unless previously agreed in writing. AUDI's terms are applicable even if AUDI accepts the Services of a Supplier with conditions contrary to these terms.

If AUDI agrees to apply the Supplier's conditions regarding the license/rights of use, said decision must be stated in writing, and only those provisions defining the nature and scope of the rights of use will be valid, to the extent that AUDI has expressly provided consent thereof in writing.

In no case will the Supplier's conditions apply to matters other than those mentioned in the preceding paragraph, including without limitation, the warranty for defects, liability for damages, penalties. Regarding companies and legal entities governed by public law, the terms will apply to all future acquisitions of IT and/or ICT services.

3. CONTRACTUAL RELATIONSHIP

The contract is only concluded with the written confirmation of AUDI, either through (i) a Purchase Order, (ii) a General Order or (iii) the signing of a contract, unless expressly agreed in writing. Likewise, the nature and scope of the Contractual Obligations are established solely and exclusively by (i) the Purchase Order, (ii) a General Order or (iii) the signed contract, together with the technical, commercial and/or legal conditions and specifications, if applicable.

4. EXECUTION OF CONTRACTUAL WORK

4.1 Supplier must comply with the Provision of Services in an adequate way to have the Deliverables or develop the Good in accordance with the Purchase Order. The Supplier, during the Provision of Services, must adhere to the current state of knowledge and technique, the applicable quality standards of AUDI, labor practices, specifications of production equipment and other standards (such as information security specifications of AUDI), which are available at www.vwgroupsupply.com and which will be provided to Supplier upon request.

4.2 During the Provision of Services, Supplier must be subject to the current state of knowledge and technique regarding data and security of the Systems in accordance with the quality level of the ISO/IEC 27001, ISO / IEC 20000 standard, and ISO 9001: 2000 and other standards applicable to the Services; Supplier is obliged to protect AUDI Systems against unauthorized access by third parties (such as hacker attacks) and against the transmission of unwanted data (like spam).

4.3 Before providing AUDI with any software and/or data carriers, Supplier must scan with the latest virus detection program and ensure that they do not contain so-called malware (malicious software), computer viruses, worms, horses, Trojans, etc. or similar. Supplier will deliver the software to the AUDI Information Security area for approval, which must be original and have the corresponding licenses to be used.

4.4. Supplier will gather and assign technical personnel, carefully selected and trained, in a timely manner, to guarantee compliance with all contractual obligations. Supplier will designate a contact person or project manager who will have the final responsibility for planning, coordinating and supervising the Provision of Services, including any assistance (cooperation or resources) that AUDI must provide.



4.5 If the Provision of Services implies the creation or production of a Good, Supplier accepts that one of the main contractual obligations will be to maintain clear and understandable technical documentation on the Services and, if requested by AUDI, report the status thereof with reasonable specificity.

4.6 The software must be delivered to AUDI, in all cases, together with the user documentation and, except for standard software, with the source code and programming documentation.

4.7 Supplier is obliged to consult the internal regulations and the accident prevention and safety regulations in force in the places where the Provision of Services will be carried out, including the facilities and buildings of AUDI. These standards are available at www.vwgroupsupply.com and will be provided to Supplier upon request. Supplier must comply with these rules before the start of the work by Supplier's employees and by any third party or subcontractor whose use is permitted for the Provision of Services and must instruct them in writing on the content thereof.

4.8 The Supplier's access to AUDI Systems through remote data transmission (RDT) is allowed only with the prior written authorization of AUDI. For this purpose, Supplier must be informed of the applicable security guidelines and concepts, which are available on the Internet at www.vwgroupsupply.com and which will be provided upon request.

Supplier must comply with these guidelines before Supplier's employees, any third party or subcontractor whose use is permitted, access AUDI Systems in accordance with this document; likewise, Supplier must instruct said employees or third parties, in writing, about the content thereof.

4.9 All computer resources provided by AUDI can be used by Supplier, Supplier's employees and/or subcontractors only for the Provision of Services. Passwords may not be stored in memory or shared with others and must be changed in accordance with the Regulation or within the period indicated by the security team, or at least every ninety (90) days.

4.10 AUDI reserves all rights to the technical requirements profiles, illustrations, drawings, calculations, samples, models and other documents and materials made available to the Supplier, including without limitation, all property rights and copyrights. Third parties may have access to such materials only with AUDI's prior written consent. Said materials and information will be used only to carry out the Provision of Services and must be automatically returned to AUDI when requested and/or when the Provision of the Service concludes.

4.11 Unless otherwise stipulated in the Purchase Order, Supplier will carry out all the necessary Infrastructure Actions at no additional charge.

4.12 At AUDI's request, Supplier will submit an offer to provide us with Support Services at competitive prices.

4.13 Supplier will carry out the Provision of Services in continuous coordination with AUDI. Supplier must immediately notify in writing if any information, documents or other materials provided by AUDI is incomplete or incorrect.

4.14 Each delivery will be accompanied by a receipt or voucher containing the AUDI order details (order number and date, cost center).

5. DEADLINES AND DELAY CONSEQUENCES

5.1 Periods indicated for the delivery of the Goods or Services are binding. If circumstances change in such a way that these deadlines cannot be met, Supplier must immediately notify AUDI in writing. No postponement of a term for delivery of Goods or Provision of Services will be effective unless authorized by AUDI in writing.

5.2 If Supplier does not meet a deadline for the delivery of Goods or Services for reasons that are legally attributable to Supplier, Supplier must pay a penalty of five percent (0.5%) for each working day of delay, up to a maximum penalty of ten percent (10%) of the total consideration of the Purchase Order. Unless the action prescribes, AUDI will have the right to enforce the penalty at any time until the expiration date of the last payment of the Purchase Order.

5.3 If Supplier's delay constitutes a breach by AUDI of contractual obligations with third parties, the latter may claim damages from the Supplier, or the contractual penalty provided for in section 6.2.



6. CIRCUMSTANCES INTERFERING WITH COMPLIANCE WITH THE CONTRACT

If Supplier considers, for any reason, that a circumstance that interferes with the fulfillment of Supplier's obligations has arisen or has reasons to suppose that such circumstances may arise, Supplier shall notify AUDI immediately in writing and the parties will agree on the appropriate countermeasures.

7. RIGHTS RELATED TO THE GOODS

7.1 When Supplier provides AUDI with standard software (by any means, including downloading), AUDI acquires non-exclusive, perpetual and sublicensable rights of use and exploitation for AUDI's Own Use, without limitation in terms of geographical or material scope, therefore these rights will be transferable to the companies of the Audi Group.

7.2 With respect to all other Goods constituting the purpose of the Provision of Services (custom software, personalized software, documentation, concepts, etc.), AUDI acquires the exclusive, perpetual, transferable and sublicensable rights of use and exploitation without limitation of geographic or material scope.

7.3 Supplier will guarantee that all employee inventions that arise during the Provision of Services are transferred free of charge to AUDI.

8. PROPERTY

8.1 Supplier undertakes to permanently transfer ownership of all Goods and Deliverables to AUDI at the time of their creation and in their respective state of development at that time.

8.2 The ownership of the Deliverables that Supplier transmits to AUDI must be free from any third-party rights.

9. PLACE OF EXECUTION, AND TRANSFER OF RISK

9.1 The place for the supply of Goods or provision of the Services will be the place where the Provision of Services is carried out. If there were no such place, the place of performance would be Boulevard Q5 number 1, San José Chiapa, Puebla.

9.2 The risk of accidental destruction or accidental deterioration of the Goods or Services will not be transmitted until delivery or acceptance by AUDI or, in the place that has been designated in each case. The risk relating to partially delivered Goods and partially performed Services will not be transferred until they have been completed.

10. COPYRIGHTS

To the extent that the contract requires Supplier to deliver or provide the content/information (content supply), the Supplier shall acquire at Supplier's own expense, from the respective rights/copyright holders or associations who administer said rights, all the rights of use and exploitation, copyright and related rights necessary to carry out the Provision of Services. Supplier will indemnify, hold harmless and release AUDI from all third-party claims arising due to Supplier not having complied with the above obligation or not having complied with it to a sufficient extent, unless said breach is not attributable to Supplier.

11. ACCEPTANCE

Insofar as the Provision of Services involves the production of work (art. 13 section XI, 101 and following of the Federal Copyright Law) and/or the parties have agreed that the Provision of Services is subject to acceptance by AUDI, the acceptance procedure will be the following:



11.1 Supplier will notify AUDI in writing when the Services are ready to be accepted. AUDI will examine the Provision of Services within a period of eight (8) weeks from said notification, carrying out a continuous functional test for ten (10) consecutive working days under operating conditions (simulated). A written record will be made of the defects observed during the functional test.

11.2 AUDI will the Services if no defects are observed or if the observed defects are irrelevant and only insignificantly interfere with the intended use of the Provision of Services. The acceptance of AUDI of the partial benefits does not prevent, at the time of the general inspection, from implementing rights based on the defects of said partial benefits to the extent that the defects are only manifested through the interaction of the parties.

11.3 Supplier shall promptly correct defects that prevent acceptance and resubmit the Service for acceptance. The provisions of sections 11.1 and 11.2 will apply again for the delivery of the Services.

12. DELIVERY

Insofar as the Provision of Services involves a commissioned work (art. 83 bis of the Federal Copyright Law) and/or the parties have agreed to deliver work to AUDI, the delivery procedure will be the following:

12.1 Supplier will notify in writing the delivery of the Provision of Services with at least 10 (ten) business days in advance and will agree with AUDI the place and time of delivery, with the understanding that AUDI reserves the right to modify the delivery date, and Supplier must deliver on the date indicated by AUDI.

12.2 At the request of AUDI, Supplier will submit the Services to a functional test carried out in the presence of AUDI, under operating conditions (simulated) and will demonstrate that the Services comply with the specifications established in the Purchase Order (proof of delivery).

12.3 AUDI will confirm delivery if no defects are observed or if the observed defects are irrelevant and only interfere with the intended use to a negligible extent.

12.4 Supplier must correct without delay the defects that prevent acceptance of the delivery and resubmit the respective Services for delivery. The provisions of points 13.1 and 13.2 will apply again for the delivery of the Services.

13. DUTY OF INSPECTION AND NOTIFICATION OF DEFECTS

If the acceptance procedure and delivery proofs are not applied and AUDI has a legal obligation to inspect and report defects, such notification will be timely if made within 45 business days of delivery in the case of defects and within two weeks of their discovery in the case of other defects.

14. CONSIDERATION

14.1 The consideration stated in the Purchase Order is binding, unless expressly agreed otherwise in writing. Prices include packaging and delivery "Stipulated free delivery address." There is no obligation to return the packaging, unless previously agreed in writing. However, at AUDI's request, Supplier shall, at Supplier's expense, retrieve the packaging from the place of performance specified in point 10.1 of these Terms and Conditions. The consideration specified in the Purchase Order constitutes the full payment of all the Provision of the Services.

14.2 If the Purchase Order requires remuneration based on the time worked, Supplier must document the work in time records countersigned by AUDI. Supplier shall submit to AUDI said time records weekly for verification thereof.

15. TRAVEL EXPENSES AND ACCOMMODATION.

Travel expenses and accommodation will only be reimbursed to the extent that the Purchase Order expressly provides for it and if both the specific business trip and the expenses incurred are previously approved by AUDI.



16. PAYMENT CONDITIONS

16.1 Payment is subject to an invoice meeting the applicable legal requirements. Payment will be made thirty (30) days after receipt of the Goods, Services or other benefits, or thirty (30) days after receiving Supplier's invoice, whichever occurs later, by transferring the corresponding amount to Supplier's registered account with the buyer. Payment will be subject to modifications in accordance with AUDI's internal procedures and payment schedules.

16.2 The stipulated remuneration does not include value added tax (net), which will be added to the applicable rate.

16.3 AUDI may declare compensation or withhold payment or other benefit if AUDI is entitled to do so.

17. LATE PAYMENT

17.1 In the event of a delay in payment, Supplier may claim damages for such non-compliance. AUDI has the right to prove that the actual damages were null or less than the amount claimed by Supplier. The payment by AUDI will not be payable until it is due and Supplier has demanded in writing the payment thereof.

17.2 Supplier shall not have the right to suspend the Provision of Services due to late payment by AUDI.

18. DEFECTS WARRANTY

18.1 If the Goods or Provision of Services is defective, except regarding the provision of a continuous service, AUDI may establish a period of twenty-five (25) business days for the correction thereof by Supplier, within which, at AUDI's choice, Supplier must correct the defects of the Goods or Services or provide the Service again.

Supplier will be in charge of all expenses resulting from said correction. If Supplier does not correct the request or does not do so within the established period or two attempts to correct it are unsuccessful, AUDI will have the right to:

- Remedy the defect or require a third party to do so, with Supplier being responsible for the necessary expenses.
- Reduce the agreed consideration to an adequate amount.
- Terminate the contract and require Supplier to reimburse any amount paid.
- Claim compensation for damages caused to AUDI by the defect and reimbursement of the expenses incurred by AUDI for the receipt of the Services without defects.

In the event of partial or total termination of the contract, Supplier will only receive remuneration for the Provision of Services that were accepted as free of defects or that were provided after the termination but have had a significant economic profit for AUDI or that are not covered by the partial revocation.

18.2 When Supplier provides software components as part of maintenance for the software, the defects thereof and those arising from the interaction of the components with the software were corrected in accordance with the terms of the maintenance contract. AUDI's claims for defects under section 19.1 survive upon termination of the maintenance contract if occurring before the warranty rights expire.

18.3 If the Provision of Services is intended for production (production material), the warranty rights related to quality defects ("important" defects) will prescribe after two (2) years, or three (3) years respectively, after delivery to AUDI, or in accordance with the term provided by law.

18.4 It is hereby informed that if any extraordinary or unforeseen charge or expense is generated by AUDI due to causes attributable to the Supplier regarding lack of quality, replacement of the Supplier, repairs, rework, travel, and/or any other damage affecting AUDI, among others, in regard to the Goods or Services, Supplier expressly authorizes AUDI to charge Supplier for such expense or



charge, for which a simple notification from AUDI to Supplier shall be sufficient, indicating the amounts of said expenses, which shall be debited from Supplier's invoices pending payment.

18.5 Unless otherwise provided, if defective items are delivered or supplied, AUDI may demand the following:

a) Before starting manufacturing (processing or assembly), AUDI can give Supplier the possibility to carry out an inspection and, if necessary, eliminate defects or replace defective items. If Supplier is unable to do so or does not respond to such request in a timely manner, AUDI may terminate the contract without giving Supplier a new deadline and returning the defective item at Supplier's risk and expense. In urgent cases AUDI may remedy the defects or have them remedied by a third party. The costs incurred in that regard shall be borne by Supplier. If the same item is repeatedly delivered with defects, AUDI may withdraw from the contract also regarding the supply not delivered.

b) If the defect is only discovered after the start of production, AUDI may: 1) demand the elimination of the defect or the delivery of a defect-free item. If AUDI has installed the defective item in another good, in accordance with its type and intended use, Supplier shall be obliged to reimburse AUDI for the expenses necessary for the removal of said defective item and the installation of the repaired or delivered defect-free item. Supplier must, in any case, bear the necessary expenses that may be required for repairs, transport (excluding towing costs), as well as disassembly and assembly, labor and, if agreed upon, material costs, among others, to remedy the damage caused to AUDI because of such defects; or 2) reduce the purchase price.

c) If Supplier fails to comply with an obligation beyond the delivery of a defective item (e.g., regarding provision of information, advice, or inspection), AUDI may demand compensation for damages, as well as compensation for damages resulting from defects, and those which AUDI had to compensated to the end customer.

AUDI will be entitled to compensation for damages caused by the delivery of defective items as set forth herein and those contractually agreed upon.

At Supplier's request and expense, AUDI shall immediately make available to Supplier the parts to be replaced.

In case of defective deliveries, AUDI's rights under the Federal Civil Code will not be affected. Warranties of characteristics and durability will be designated as such in writing in each individual case.

18.6 Unless a different liability scope is regulated elsewhere herein, Supplier will be obliged to indemnify AUDI for damages caused by Supplier and/or third parties related to Supplier, as a result of defective delivery, inappropriate or improper use, error, negligence or non-compliance with safety regulations or any other cause attributable to Supplier and/or third parties related to the Supplier, as described below:

1. The obligation to pay damages arises when Supplier and/or Supplier's subcontractors cause damage to AUDI.
2. If, irrespective of the damage, AUDI faces liability claims and such liability cannot be excluded with respect to third parties, Supplier will indemnify AUDI as if Supplier were directly liable.
3. Liability for damages will be excluded if AUDI has effectively limited the respective liability regarding AUDI's customer.
4. Supplier will be liable for measures carried out by AUDI to prevent damages (e.g., call for service / recalls), insofar as this is legally obliged or of a preventive nature.
5. If AUDI intends to make claims against Supplier in accordance with the above provisions, AUDI must inform Supplier to provide the opportunity to examine the causes of the damage(s). The parties shall agree on the measures to be applied, especially regarding conciliatory negotiations.

In addition to the aforementioned, AUDI shall have the right to claim the indemnities and actions to which AUDI is legally entitled in order to compensate for damages caused by Supplier's breach and that have not been contemplated in the contractual documents.



18.7 AUDI has the right to claim the replacement of services with hidden defects and the payment of expenses that this may cause. Therefore, Supplier expressly waives the provisions of article 383 of the Code of Commerce in force in Mexico.

19. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

19.1 If the Provision of Services infringes the rights of third parties (including industrial property rights and copyrights), Supplier will make all reasonable efforts to correct said defects by acquiring the necessary rights. If Supplier is unable to obtain such rights, Supplier will provide AUDI with substitute Goods and Deliverables (especially documentation) that are of equal value to AUDI but do not infringe the rights of third parties (infringement remedy). The infringement remedy is of equal value, only if it does not limit the agreed use of the Services and Goods or does so only to a negligible degree. Supplier will assume the cost of the solution of the infringement and of any necessary adjustment in the Provision of Services, unless Supplier is not responsible for the infringement of the rights of third parties.

19.2 Supplier will indemnify, exempt and release AUDI from all third-party claims and associated costs, regardless of the amount, due to the infringement of third-party rights. The foregoing shall not apply if AUDI is solely responsible for the infringement of the rights of third parties, in particular arising from the use of the Services in a way that is not permitted by the terms and conditions of use of Supplier (for example, a connection not allowed of the software with third-party software).

19.3 If claims are filed against AUDI for infringement of rights of third parties related to the Provision of Services, the Supplier is obliged to carry out the legal defense of AUDI independently and at AUDI's own cost. To the extent necessary and at Supplier's expense, AUDI will assist Supplier to the reasonable extent in the defense against third party claims. AUDI has the right to take control of the defense, but in this case, the actions of AUDI and Supplier must be coordinated. Also in this case, Supplier shall bear all the necessary costs.

19.4 Insofar as the Provision of Services is intended to be used in production (production material), the provisions of Section XII, numbers 1 to 6, of the Purchase Conditions of Production Material shall apply, in addition to patents. These conditions are available at www.vwgroupsupply.com (Cooperation> Purchase conditions> AUDI AG> Purchase conditions for production material) and will be provided to Supplier upon request.

20. PARTICIPATION OF OTHER AUTHORS

The Supplier shall indemnify, exempt from liability and keep AUDI harmless from any claim that may be presented by the authors or originators who participate in the creation of the Goods.

21. OPEN SOURCE

21.1 The use of open-source software for the Provision of Services is only allowed with the prior written consent of AUDI.

21.2 If Supplier uses open-source software without the prior written consent of AUDI, at AUDI's request, Supplier shall make all reasonable efforts to replace the open-source software with equivalent proprietary software.

21.3 Supplier shall indemnify and exempt AUDI from liability and all third-party claims and associated costs, regardless of their amount, related to Supplier's use of open-source software without the prior consent of AUDI, except if Supplier is not responsible for such use.

22. CLICKWRAP / SHRINKWRAP LICENSES

Terms of the Clickwrap or Shrinkwrap licenses will not be valid nor enforceable against AUDI.



23. AUDIT OF LICENSES

If Supplier demonstrates in writing reasonable grounds to suspect that the use of the software provided to AUDI for a limited period of time exceeds the applicable conditions of use, AUDI will conduct a license audit (compliance audit of the conditions of use) for the software in question and will inform Supplier in writing of the results of the audit.

24. LIABILITY

AUDI may demand compensation from Supplier for all damages (including, without limitation, damage to Goods, indirect damages, economic damages and unnecessary expenses) caused by Supplier, AUDI's governing bodies, employees and other personnel, agents and representatives, enforcement assistants or other third parties acting on AUDI's behalf, provided that the damages are due to Supplier's breach of a guarantee, a representation or an obligation. However, Supplier shall not be liable for breaches if Supplier proves that the breach was not caused by Supplier. AUDI reserves all legal claims for damages caused.

25. LIMITATION ON CLAIMS

25.1 Claims for defects (warranty period) prescribe two (2) years in the case of quality defects ("material" defects) and three (3) years in the case of legal defects (defects in ownership or other rights); if the statute of limitations applicable to such claims is longer, it will be applied within the legal term. The limitation period begins to run from the acceptance of the Provision of Services or from the confirmation of delivery by AUDI, and as provided by law in all other cases.

The foregoing also applies to software components provided by Supplier as part of software maintenance.

25.2 The statute of limitation is applicable to liability claims and other claims.

26. DATA PROTECTION

Supplier will have access to personal data during the Provision of Services, therefore, Supplier must comply with the applicable legislation on data protection, in particular on collecting data, the processing and/or the use of personal data only for the Provision of Services (exclusive use for the intended purposes), obtaining a binding commitment in writing from Supplier's personnel regarding the confidentiality of the data, and instructing them on the provisions of the legislation on data protection that they must observe. Supplier will provide AUDI with proof of compliance regarding the above-stated, when requested.

The Parties agree that if it becomes necessary to carry out the processing of personal data as a result of the existing legal or commercial relationship, they must sign separately, prior to the start of the Services, a document regulating the transmission, the processing and protection thereof, observing at all times the applicable provisions that derive from the Federal Law on Protection of Personal Data in Possession of Private Parties, its Regulations and other applicable guidelines and legal provisions, both National and International.

27. CONFIDENTIALITY

Supplier undertakes to consider the Purchase Order, as well as technical drawings, know-how, designs, samples, prototypes, brands, plans and in general any information received from AUDI (regardless of the format thereof, printed, recorded, stored or device on which it is located) as confidential information and trade secret property of AUDI.

27.1 Supplier will only use this information if such use is necessary for the proper performance of the Services. Supplier undertakes to prevent any third party from gaining unauthorized access to such information and documents without AUDI's prior written consent in relation to such disclosure. Such



consent will be given at AUDI's discretion. Supplier will ensure that Supplier's employees and sub-suppliers only obtain access to such information at the time and to the extent that such access is necessary and will impose the obligation to keep confidentiality on Supplier's employees and sub-suppliers, as stated in the Purchase Order and other applicable documents. Supplier, where appropriate, will enforce the confidentiality obligations in relation to Supplier's employees and sub-suppliers, and will inform AUDI immediately in the event of any confidentiality breach.

27.2 The confidentiality obligation agreed in this section will remain in force for the five years following the termination of the contractual relationship.

27.3 Obligations stated in this section will not apply to the following cases:

- a. Supplier was already aware of the information before it was communicated by AUDI and Supplier was not obliged in any way to maintain confidentiality regarding said information.
- b. The information was duly transmitted to Supplier by a third party authorized by AUDI.
- c. The information was not public knowledge at the time it was communicated by AUDI.
- d. The information was not public knowledge after being communicated by AUDI without this being due to a confidentiality breach as established in the Purchase Order or a violation of other confidentiality obligations.

27.4 The AUDI corporate name, as well as the trademarks, logos, designs and other protected rights of the companies that make up the AUDI Group.

Supplier and AUDI may only make their business relationship public for advertising purposes when a prior written authorization from AUDI is granted. Likewise, it is understood that Supplier is not authorized to use AUDI's trademarks and/or corporate name and/or logos without written authorization from AUDI.

27.5 Supplier guarantees AUDI that due to the performance of the contracted activities, no patent rights, registered trademarks, copyrights, industrial or intellectual property rights, or any other rights of third parties protected by law in the United Mexican States or abroad is infringed. If for any reason AUDI is claimed liable for the infringement of the rights of third parties, Supplier must take this claim, at Supplier's own expense, and must cover all damages, expenses and costs suffered by AUDI directly or indirectly due to claims derived from the infringement of the rights of legally protected third parties incurred by the Supplier.

28. INDEPENDENCE OF THE PARTIES

The Parties acknowledge and accept that the only legal relationships between them are those derived from the Purchase Order and these Terms and Conditions, therefore, Supplier undertakes to supply the Goods with duly trained Supplier's own personnel and workers.

The Supplier undertakes to contract and keep under Supplier's exclusive direction and dependence the personnel involved in providing the Services and/or Specialized Services, when applicable in accordance with these Terms and Conditions, (hereinafter the "personnel"). Supplier expressly undertakes to sign contracts in which the personnel expressly acknowledge that there is NO employment relationship between them and AUDI or whoever the Supplier offers Services or Specialized Services, when applicable.

In the terms of the Federal Labor Law, the parties acknowledge and accept that the only legal relationships between them are those derived from the commercial relationship that the Parties entered into, which is why Supplier will be the sole person responsible for the personnel used for the provision of Services or Specialized Services (when applicable), which is under Supplier's immediate direction and dependence, and therefore Supplier is also solely responsible for the payment of ordinary and extraordinary salaries, vacations, Christmas bonus, seniority premiums, accidents, layoffs, contributions to the Mexican Institute of Social Security (IMSS) and the Institute of the National Fund for Workers' Housing (INFONAVIT), as well as any obligation derived from the existing employment relationship between Supplier and Supplier's personnel; therefore, AUDI will not be responsible for conflicts that may arise from the aforementioned concepts; Supplier is obliged to keep AUDI harmless from any claim filed against AUDI. Supplier undertakes to take the legal defense



before the authorities and the necessary judicial and/or administrative instances at no cost to AUDI and to keep AUDI harmless from any claim, demand from third parties or against any type of request from judicial and/or administrative authority; the foregoing regardless of the actions of a civil, criminal, administrative and/or any other nature that AUDI may exercise against the Supplier. Supplier will be solely responsible for attending and paying all expenses arising from occupational accidents or risks incurred by the employees used to carry out the Services or Specialized Services (when applicable), releasing AUDI México from this moment on from any responsibility in that regard.

AUDI reserves the right to request Supplier to withdraw for the provision of Services or Specialized Services (when applicable), elements that perform acts that endanger AUDI's facilities, AUDI's personnel and/or third parties, as well as if Supplier's personnel do not keep due composure, respect and the greatest order, attention and courtesy in their relations with AUDI and with third parties, or, in case of not complying with the rules of conduct, policies, codes and other provisions that apply to the interior of the AUDI facilities.

29. SPECIALIZED SERVICES

29.1 Supplier undertakes to deliver to AUDI all documentation that proves compliance with each and every one of the provisions regarding the outsourcing of specialized services issued by the IMSS and INFONAVIT, including, without limitation, the following:

1. Registration of services in the Register of Suppliers of Specialized Services or Specialized Works before the Secretariat of Labor and Social Welfare, as well as to maintain said registration during the validity of the commercial relationship that the Parties entered into for this purpose.
2. Registration within the Tax Administration Service.
3. Documentation showing that Supplier is providing the following information to the IMSS about the contracts signed, every four months:
 - a) The parties of the contract: name, denomination or corporate name; Federal Taxpayers Registry, registered or conventional address if different from the fiscal address, email and contact telephone number.
 - b) Each contract: purpose; period of validity; list of workers or others who will provide the services, indicating their name, Unique Population Registry Code, social security number and base contribution salary, as well as name and Federal Taxpayers Registry of AUDI.
 - c) Simple copy of the registration issued by the Secretariat of Labor and Social Security for the provision of specialized services or works.
4. Documentation showing that Supplier complies with the provisions on labor subcontracting before INFONAVIT, delivering documents proving that Supplier delivers the following information regarding contracts entered into every four months:
 - a) General Data
 - b) Service contracts
 - c) The amounts of the Contributions and Amortizations
 - d) Employee information
 - e) Determination of the base salary of each contribution
 - f) Simple copy of the registration issued by the Secretariat of Labor and Social Security for the provision of specialized services or the execution of specialized works
5. Evidence that the personnel used to provide specialized services is duly registered with the IMSS, as well as to deliver a copy of the provisional payment made to said institute.
6. If applicable, Employment Contracts of the personnel that Supplier designates for the provision of specialized services and that must contain at least the fundamental working conditions, such as salary, hours, positions and functions.
7. The payroll receipts of Supplier's employees designated for the provision of specialized services, which must contain at least the position they perform, the working day, the salary they receive and the deductions to which they are subject.
8. Registration of employees within the IMSS (position or function and salary).



9. If applicable, Union Contract, in order to verify if the category of workers is included in the salary tabulator.

10. Accession of workers to the Union.

29.2. Supplier must deliver to AUDI the aforementioned documentation during the course of the next 30 calendar days after the payment of the consideration agreed by the Parties for this purpose or on the deadline to comply with the reporting obligations with the IMSS and the INFONAVIT. Likewise, Supplier expressly accepts that, if the aforementioned documentation is not delivered, within the stipulated period, as well as any other proving that Supplier is in compliance with each and every one of the provisions regarding the outsourcing of specialized services issued by the IMSS and INFONAVIT, as well as those provisions applicable to Value Added Tax (VAT) and Income Tax (ISR), AUDI will be empowered to suspend the payment(s) of the consideration agreed by the Parties, until Supplier complies with the delivery of said information or, AUDI may terminate the commercial relationship in advance, without the foregoing being interpreted as a breach by AUDI.

AUDI may sanction Supplier, with a penalty of up to an amount equal to the total amount of the Specialized Services contracted, for any of the following reasons:

- a) If Supplier does not have registered with the IMSS all the workforce directly involved in the activities and work subject of the provision of Specialized Services.
- b) If Supplier does not have the registration issued by the Secretariat of Labor and Social Welfare for the provision of specialized services or the execution of specialized works, or if it is canceled.
- c) If Supplier does not provide AUDI with all the information that demonstrates that Supplier is complying with the provisions regarding outsourcing of specialized services to the IMSS and INFONAVIT, as well as those provisions applicable to Value Added Tax (VAT) and Tax on the Income (ISR).
- d) If the personnel involved in the provision of Specialized Services are not properly identified and do not wear the appropriate protective equipment.
- e) If Supplier does not submit the reports to the competent authorities in labor matters every four months.
- f) If the quality, safety, hygiene and image during the validity of the commercial relationship does not meet the full satisfaction of AUDI.

The foregoing does not in any way exempt Supplier from complying with the provisions of the Federal Labor Law, Official Mexican Standards, International Treaties and circulars on safety and hygiene.

30. SUBCONTRACTORS

Supplier may not subcontract the services directly ordered by AUDI in the Purchase Order to a third party.

If, exceptionally, Supplier needs to subcontract services to a third party, Supplier shall immediately notify AUDI, as well as state in writing the reasons for said subcontracting. AUDI reserves the right to approve or not such subcontracting, on the understanding that the authorization must be granted in writing. In any case, Supplier shall be prohibited from making subcontracted personnel available to AUDI.

The obligations of data protection and confidentiality of AUDI's information set forth in these Terms and Conditions shall be applicable to all Subcontractors; if Supplier finds it necessary to share AUDI's information, Supplier is obliged to sign the respective confidentiality agreement with the Subcontractor and submit it to AUDI.

In case of non-compliance by the Subcontractor regarding data protection and confidentiality obligations, Supplier shall be liable to AUDI for any damages caused by such non-compliance.



31. PUBLICITY OR REFERENCE

Supplier may not refer to the commercial relationship with AUDI for advertising or similar without the prior written consent of AUDI. The same applies to the use of AUDI's trademarks, trade names and other insignia.

32. CIVIL LIABILITY INSURANCE

Unless AUDI establishes otherwise in writing, Supplier must maintain low cost, the minimum levels of insurance coverage established in these Terms and Conditions during the Provision of Services.

Supplier will be responsible for damages caused to AUDI by Supplier's employees.

Supplier must have and maintain valid the following Insurances:

General liability and depending on Supplier's activity, with, among others, the following coverage.

- Obligations assumed
- Loss of Assets
- Custody of Assets, if Supplier has possession of AUDI assets
- Civil liability endorsed by AUDI Location for the works and services to be provided within the AUDI facilities

If Supplier executes an activity that may result in damage to the facilities or a stoppage in the production of AUDI, the minimum insured total is USD 2,000,000.00 currency of the United States of America.

Policies showing the insured amounts and their coverage must be presented to the Department of Insurance and Bonds of AUDI for approval.

If Supplier enters a vehicle into the **AUDI facilities**, whether owned or not, Supplier must have a Civil Liability Policy covering damages caused to the buildings or people within said facilities, due to modifications and/or damages caused by cargo and equipment installed in vehicles up to a total insured minimum of \$4,500,000.00 (four and a half million pesos national currency of the United Mexican States).

In case of questions regarding these procedures, Supplier should contact the AUDI Insurance and Bonds Department at the following email: alejandro.vazquez@audi.mx and maria.negrete@audi.mx.

Supplier must deliver the Insurance Policy to AUDI within 48 (forty-eight) hours upon request. Supplier may not modify or cancel the insurance referred to in these Terms without the prior written consent of AUDI, which may not be denied without just cause.

33. AUDIT CLAUSE

Supplier agrees that the Audit Department of the AUDI Group has the right at any time with prior notice to enter the Supplier's facilities to inspect and review all data related to the transactions between Supplier and AUDI.

34. EXPORT

When the Provision of the Services pursuant to a Purchase Order is expressly destined or, recognizable as destined for export, Supplier is obliged, without additional remuneration, to include in the delivery documents all the necessary information for AUDI to provide all information and take all actions required under the export control provisions of the European Union and the United States, under German foreign trade law, and under each and every one of the others relevant customs provisions.



35. ASSIGNMENT

Supplier may not assign the rights or the contractual obligations without the prior written consent of AUDI. Likewise, Supplier may not assign the credits or assign the collection thereof to third parties, without the prior written consent of AUDI, an authorization that may not be unjustifiably denied. The assignment of the credits without the consent of AUDI is not binding, however, AUDI may, at AUDI's discretion, make the payment to Supplier or to the third party, being free from any liability in that regard.

36. AUDI AG REQUIREMENTS FOR SUSTAINABILITY IN RELATIONS WITH BUSINESS PARTNERS

The "Requirements of the Volkswagen Group regarding sustainability in relations with business partners (Code of Conduct for Business Partners)" define the expectations regarding the way in which the Group's business partners should operate their businesses regarding sustainability. AUDI has the same requirements with respect to the parties with which AUDI does business.

The "Requirements of the Volkswagen Group regarding sustainability in relations with business partners (Code of Conduct for Business Partners)" constitute an integral part of the contract in its most recent version in force at the time of contracting. The business partner agrees to comply therewith. If not attached to the offer or Purchase Order, the "Volkswagen Group Requirements for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)" are available at www.vwgroupsupply.com.

37. COMPETENT COURTS

The competent courts to receive any controversy arising from the contractual relationship will be the following: (i) if the breach is generated by AUDI, the competent courts will be those of Puebla, Mexico, expressly waiving any other jurisdiction that may correspond to them due to their current or future address or for any other reason, (ii) if the breach is generated by the Supplier, AUDI will have the right to file a lawsuit in any court, either (a) at the domicile of the defendant, (b) at the domicile of AUDI or (c) at the domicile of the Supplier's affiliate, subsidiary or parent company.

38. APPLICABLE LAW

Regarding the interpretation and fulfillment of the obligations stated in these Terms, Mexican laws will be applicable, including those of the State of Puebla. The terms of the United Nations Law on the sale of goods (United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980) shall not apply.

39. AUTHORIZED VERSION

The English version of these General Purchase Terms is a non-authorized translation of the Spanish version; the Spanish version is the only binding version authorized by AUDI.

40. ACCEPTANCE

Company name:

Date: Haga clic aquí o pulse para escribir una fecha.

Legal Representative name and signature: