

THIS AGREEMENT is dated:

BETWEEN:

(1) the Porsche group company named on the last page of this Agreement with registered address at Bath Road, Calcot, Reading, Berkshire RG31 7SE ("Porsche"); and

(2) the entity named as the supplier on the last page of this Agreement ("the Supplier"),

each referred to as "a party" and collectively, "the parties".

## Definitions

"Agreement" means these terms and conditions and any particulars as to the Goods and/or Services and the Fees agreed between the parties separately in writing.

"Competent Person" means a person who has a professional level of skill and knowledge for the purpose required, such skill and knowledge being of the level that would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing services the same as or similar to the Services;

"Data Protection Laws" means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) (GDPR) and any associated regulations or instruments;

"Fees" means the amount payable by Porsche to the Supplier in consideration of the provision of the Goods and/or Services (as the case may be), as agreed between the parties in writing. The Fees are inclusive of all packing, labelling, carriage, insurance, delivery, royalties and license fees (if applicable) and all other charges, taxes, duties and impositions (other than United Kingdom value added tax which Porsche shall pay in addition to the Fees at the rate prescribed by law).

"Goods" means the goods to be provided by the Supplier to Porsche under this Agreement as agreed between the parties in writing.

"Porsche Group" means any and all of Porsche, each of its Subsidiaries, its Holding Company and any Subsidiary of such Holding Company, as such terms are defined in section 1159 of the Companies Act 2006.

"Services" means the services to be provided by the Supplier to Porsche under this Agreement as agreed between the parties in writing.

"Supplier Staff" means the employees, permitted agents and permitted contractors employed or engaged by the Supplier from time to time in the provision of the Services (or any part of them).

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

## 1. Appointment and Term

1.1 This Agreement governs the provision of any Goods and/or Services agreed between the parties in writing at the time of entry into this Agreement, together with any future supplies of Goods and/or Services which the parties subsequently agree in writing to be provided by the Supplier to Porsche, unless the parties enter into a separate written agreement in relation thereto which is expressly stated to supersede this Agreement.

1.2 The Supplier agrees to provide the Goods and/or the Services (as applicable) to Porsche for the Fees in accordance with the terms and conditions of this Agreement. The Goods and/or Services are to be supplied for the benefit of the Porsche Group.

1.3 This Agreement shall commence on the date it is signed by duly authorised representatives of Porsche and shall, subject to any particular term agreed in writing between the parties, continue in full force and effect unless and until earlier terminated in accordance with its terms or applicable law.

## 2. Fees and Payment Terms

2.1 Porsche shall pay the Fees to the Supplier in consideration of the provision of the Goods and/or Services (as the case may be) in accordance with the terms of this Agreement.

2.2 The Supplier shall not be entitled to increase the Fees without the written consent of Porsche.

2.3 Invoices must be addressed to Porsche at its registered address stated above and marked for the attention of the Finance Department.

2.4 Invoices shall, subject to Clause 2.7, be paid by Porsche by electronic transfer to an account nominated by the Supplier in writing no later than the last day of the month following the month of invoice provided that the invoice includes a reference to Porsche's purchase order number and an account statement has been provided to Porsche. The payment of any invoice by Porsche in whole or in part shall not be an act of acceptance of any Goods and/or Services and shall at all times be made without prejudice to any other rights or remedies.

2.5 Subject to Clause 2.7, in the event of non-payment in whole or part of any undisputed sum due by Porsche to the Supplier under this Agreement within 30 days of the due date for payment thereof, the party to whom the payment is due shall be entitled to charge interest on the outstanding sum unpaid from the due date until the actual date of payment (as well after as before decree or judgment) at a rate equal to 3% per annum above the base rate of Barclays Bank plc.

2.6 Unless agreed otherwise in writing, payment of the Fees by Porsche shall be made in Pounds Sterling.

2.7 Porsche may withhold payment of any invoice over which it has a bona fide dispute until the dispute is resolved but may pay part of any invoice over which it has no dispute. A party wishing to dispute any invoice shall give the other party written notice of the particulars of such dispute within 30 days of the date of invoice. Disputes shall be promptly referred for resolution to the representatives of the parties and may be referred to the English courts at the option of either party where the matter remains unresolved within 30 days of the date of the dispute notice.

2.8 Unless provided to the contrary, all sums payable are exclusive of VAT which will be added at the rate applicable at the time of invoice.

## 3. Delivery

3.1 Delivery of the Goods and/or Services will be at the Porsche address as set out above or such other address as may have been agreed with the Supplier in writing. Porsche may at any time and for any reason suspend the delivery of any Goods which the Supplier has not dispatched and/or the performance of any Services, in each case in whole or in part, by giving written notice to the Supplier and during such period the Supplier's obligation to supply those Goods and/or Services shall be suspended. Unless the parties agree a longer notice period, Porsche may reinstate any suspended obligations by giving the Supplier not less than 3 days notice in writing. Unless otherwise agreed in writing, if the supply of such suspended Goods and/or Services is not reinstated within 6 months of such notice of suspension then this Agreement shall be deemed to have been terminated under Clause 9.4 and Clause 8 shall apply.

3.2 The parties expressly agree that time is of the essence for delivery of the Goods and/or Services and the Supplier shall strictly comply with any time frames or delivery dates for the Goods and/or Services which have been agreed between the parties in writing.

3.3 The Supplier shall pay all costs of insurance and transport as well as any other costs which may be incurred in relation to the delivery of the Goods and/or Services to Porsche, unless otherwise agreed in writing.

3.4 The Supplier shall render the Services and deliver the Goods with all such due care and skill as can reasonably be expected of a competent operator experienced in such matters.

3.5 In the event that performance by the Supplier of its obligations is delayed, prevented or otherwise performed in breach of this Agreement the Supplier shall immediately notify Porsche in writing of the reason therefore and (i) Supplier shall propose a new delivery date for compliant performance (which shall be at the Supplier's own cost) for Porsche's consideration; and (ii) without prejudice to any other right or remedy that it may have against the Supplier, Porsche shall be entitled forthwith on written notice to the Supplier to terminate the Agreement for delivery of the Goods and/or Services and (iii) in all cases, the Supplier shall, upon demand, indemnify and keep indemnified, Porsche and each member of the Porsche Group from and against any liability, fines, penalties, claims, costs (including without limitation legal and professional adviser costs), expenses, losses and damages arising from or in connection with such breach or non compliance.

3.6 The Supplier shall be fully responsible for any loss or damage caused to the Goods whilst in transit and the Supplier shall make good at no additional charge to Porsche any loss, damage or defect in the Goods.

#### 4. Services

4.1 The Supplier shall ensure that any and all Services provided by the Supplier (including those rendered via subcontractors, if any, engaged by the Supplier), shall be performed:

4.1.1 diligently, in a timely manner and without negligence;

4.1.2 by suitably qualified and properly insured specialists;

4.1.3 in a good and workmanlike manner and in accordance with generally accepted industry standards, any applicable Porsche guidelines that have been communicated to the Supplier, and any applicable legal or regulatory requirements; and

4.1.4 at the times stipulated in and in accordance with any requirements agreed between the parties in writing and in the manner described above, or at such other times or in such other manner which has been communicated by Porsche to the Supplier in writing prior to or during the period of rendering such Services.

#### 5. Quality and Fitness for Purpose

5.1 The Goods and/or Services shall be of satisfactory quality and fit for the purpose for which they are intended and comply with any particular requirements notified to the Supplier by Porsche at the time of making this Agreement.

5.2 Porsche shall not be deemed to have accepted the Goods until it has had a reasonable time to inspect them, provided that, Porsche shall lose its right to reject the Goods upon the expiry of 30 days after the date of delivery of the Goods. If Porsche rejects any Goods, the property and risk in them shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at Supplier's expense and the Supplier shall reimburse Porsche for the storage costs and any other expenses incurred by Porsche. The acceptance of any Goods and/or Services shall be without prejudice to any other rights or remedies available to Porsche under this Agreement or at law.

5.3 Without prejudice to any other rights it may have pursuant to this Agreement or at law, Porsche may, where the Supplier breaches Clauses 4 or 5.1, at its own election either:

5.3.1 require the Supplier, at no additional charge to Porsche, to re-perform any non compliant or defective Services, replace any rejected Goods with compliant Goods, and make good any loss or damage to or any defect in accepted Goods and to the extent the same cannot be repaired the Supplier shall agree with Porsche an appropriate reduction in the Fees; or

5.3.2 terminate this Agreement by giving written notice to the Supplier and require the Supplier to take back any affected Goods

at its own cost and expense, and in the case of any Services, Porsche shall pay a notional sum in the nature of a *quantum meruit* in respect of any value derived by Porsche from any Services rendered up to the time of termination.

5.4 The Supplier will, at its expense, do everything necessary to assign, transfer or give the benefit of any and all warranties and guarantees supplied by the manufacturer of the Goods and/or Services to Porsche.

#### 6. Risk & Title

6.1 Risk in the Goods and/or Services shall pass to Porsche on delivery.

6.2 Title in the Goods and/or Services shall pass to Porsche upon payment in full of the Fees.

6.3 Notwithstanding Clause 6.2, Porsche shall as part of the ordinary performance of its business be entitled to re-sell the Goods and/or Services.

6.4 The Supplier represents and warrants that at the time of making this Agreement it has free and unencumbered title to the Goods to be supplied and shall provide Porsche with free and unencumbered title to them when title in those Goods passes to Porsche under the terms of this Agreement.

#### 7. Supplier Staff

7.1 The Supplier acknowledges that, unless otherwise agreed in writing, Porsche shall not have any obligation to pay any member of Supplier Staff's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such Supplier Staff by his or her employer. The Supplier shall effect and maintain in force for the benefit of Porsche and itself full employers' liability insurance in respect of all Supplier Staff.

7.2 The Supplier represents, warrants and undertakes (as at the date of this Agreement and on an on-going basis) that no contract of employment of any person shall transfer to Porsche from the Supplier or any of its agents or contractors upon (i) the expiry of this Agreement, (ii) the termination of this Agreement for any reason or (iii) any variation of this Agreement.

7.3 Neither party intends that:

7.3.1 any member of Supplier Staff will become an employee of Porsche under the arrangements contemplated by this Agreement or any associated arrangements, whether pursuant to the Transfer Regulations or otherwise; and

7.3.2 the expiry or termination of this agreement or any Services hereunder will constitute a relevant transfer within the meaning of the Transfer Regulations.

7.4 If it is found or alleged that the employment of any member of Supplier Staff has transferred to Porsche or any member of the Porsche Group, pursuant to the Transfer Regulations or otherwise ("Alleged Transfer"), Porsche or a member of the Porsche Group:

7.4.1 shall notify the Supplier of the Alleged Transfer as soon as reasonably practicable after becoming aware of it; and

7.4.2 may, upon becoming aware of such Alleged Transfer, dismiss that person.

7.5 The Supplier shall indemnify and keep indemnified Porsche or the relevant member of the Porsche Group against any and all liabilities, losses, damages and expenses (including legal expenses) ("Liabilities") incurred directly or indirectly in relation to any finding, award, allegation, claim, action or proceeding that the Transfer Regulations apply upon the commencement or termination of this Agreement or any associated arrangements or of any Services hereunder, including, without limitation, all Liabilities relating to or incurred in connection with the employment and/or dismissal (up to the date of dismissal) of such Supplier Staff.

7.6 The Supplier shall properly supervise the carrying out of the Services including the supervision, daily direction and control of the Supplier Staff. In particular, the Supplier shall ensure that:

7.6.1 there shall at all times be a sufficient number of Competent Persons employed or engaged in the provision and performance of the Services;

7.6.2 no person shall be employed or engaged in connection with the provision or performance of the Services unless they are eligible to work in the UK and satisfactory references, including appropriate checks on criminal convictions, in documentary form are obtained prior to the employment or engagement of such person (copies of such references shall be available to Porsche on request);

7.6.3 if so requested by Porsche, at its own cost immediately remove from Porsche's premises and promptly replace any Supplier Staff in relation to the performance of Services, where:

(i) Porsche reasonably considers that the performance of such Supplier Staff is unsatisfactory; or

(ii) such Supplier Staff has been involved in a breach of the Relevant Policies (as defined in Clause 12.1.3), a breach of confidentiality, a breach of law, a breach of Porsche's security arrangements, a breach of the Supplier's obligations under this Agreement, or conduct which in Porsche's reasonable opinion is unacceptable;

provided that the exercise by Porsche of its rights under this Clause 7.6.3 shall not relieve Supplier of any of its obligations under this Agreement; and

7.6.4 the Supplier Staff do not damage or destroy any property owned by Porsche or over which Porsche has control which is situated at Porsche's premises, or otherwise disrupt Porsche's business or operations and shall comply with Porsche's policies.

7.7 The Supplier shall ensure that all arrangements for changes in Supplier Staff provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and that such changes do not have an adverse impact on the performance of the Services.

7.6 Porsche shall not be liable for the cost of replacing any Supplier Staff. All handover costs shall be borne by the Supplier including all costs of training any replacement Supplier Staff and all recruitment costs.

## 8. Cancellation

8.1 If this Agreement is terminated under Clause 9.2 or 9.4, Porsche shall, unless otherwise agreed in writing, pay the Fees on a pro rata basis so that Porsche is only liable to pay for any Goods and/or Services actually delivered to Porsche as at the date of termination.

## 9. Termination

9.1 Either party may immediately terminate this Agreement by notice in writing to the other party if:

9.1.1 the other party commits any material breach of this Agreement which is not capable of remedy;

9.1.2 the other party commits any material breach of this Agreement which is capable of remedy and fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

9.1.3 an encumbrancer takes possession or a receiver or manager or administrative receiver is appointed over any of the property or assets of the other party; or

9.1.4 the other party makes any composition or arrangement with its creditors or becomes subject to an administration order or ceases or threatens to cease trading;

9.1.5 the other party (being an individual) becomes bankrupt or (being a company) goes into liquidation; or if the other party is alleged to have engaged in or is guilty of any fraud or serious misconduct in connection with the provision of the Goods and/or Services.

9.2 Unless otherwise agreed in writing, this Agreement shall automatically terminate on the expiry of three (3) years from the date of this Agreement without the need for either party to give notice.

9.3 Porsche reserves the right to terminate this Agreement immediately by notice in writing to the Supplier if any material change occurs in the beneficial ownership, control or management of the Supplier.

9.4 Porsche may terminate this Agreement for convenience by giving the Supplier at least 30 days' notice in writing.

9.5 Termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to such termination.

9.6 Upon the expiry or termination of this Agreement for any reason the Supplier shall fully and promptly do all that is necessary and/or appropriate and will comply with all requests made by or on behalf of Porsche in order to handover the provision of any Goods and/or Services to such third party as may be instructed by Porsche, and in particular where such handover involves the transfer of employees. This Clause shall survive the expiry or earlier termination of this Agreement.

9.7 The Definitions and Clauses 2, 3.5, 3.6, 5.3, 5.4, 9.6, 10, 11, 12, 13, 14, 15, 16 shall survive the expiry or earlier termination of this Agreement for whatever reason.

## 10. Confidential Information

10.1 "Confidential Information" means any information or material of a confidential or sensitive nature (whether disclosed orally, in writing, in visual or electronic format and whether or not such information is expressly stated to be confidential or marked as such) of a party which is supplied to the other party, including details of customers or prospects, information concerning the organisation, operations, processes, plans or intentions, production, business, finances, transactions, know-how, market opportunities and other marketing and technical information of the party or business associates and all documents, information and materials disclosed by that party to the other party pursuant to, or in contemplation of, this Agreement but excludes any information in the public domain, other than by reason of breach of this Agreement.

10.2 Each party shall at all times maintain the Confidential Information of the other party as strictly confidential.

10.3 Confidential Information shall remain the absolute property of the disclosing party and shall not be disclosed by the receiving party to any third party or used for its own benefit except as permitted or required by law.

10.4 Unless otherwise agreed in writing, the Supplier is not permitted to rely on any Confidential Information supplied by Porsche or any member of the Porsche Group.

## 11. Intellectual Property

11.1 "Intellectual Property Rights" means (i) rights in patents, registered designs, designs rights, trade marks, copyright, databases, moral rights, topography rights, trade and business names, including the benefit of all registrations and applications to register any of the aforesaid and all rights in the nature of any of the aforesaid, (ii) rights in the nature of unfair competition rights and rights to sue in passing off and (iii) all trade secret, confidentiality and other proprietary rights including all rights to know-how and other technical information.

11.2 The Supplier agrees that nothing in this Agreement is intended to transfer ownership of any Intellectual Property Rights of Porsche or any member of the Porsche Group and their licensors to the Supplier or any third party and that all Intellectual Property Rights in all records, materials, information, documents, designs, logos or other information of any kind provided by, or made available by, Porsche or any member of the Porsche Group to the Supplier in the course of performing this Agreement, shall at all times vest in and remain the sole property of Porsche, the members of the Porsche Group and their licensors.

11.3 Porsche acknowledges that all Intellectual Property Rights in any pre-existing materials owned by the Supplier and its licensors and used to provide the Goods and/or the Services shall at all times vest in and remain the sole property of the Supplier and its licensors and nothing in this Agreement shall constitute any assignment of such rights to Porsche unless otherwise agreed in writing by the parties.

11.4 Unless otherwise agreed in writing, the Supplier hereby grants to Porsche and each member of the Porsche Group, a non revocable, world-wide, royalty free, perpetual, non-exclusive, transferable licence to use any pre-existing materials or Intellectual Property Rights of the Supplier and its licensors which Porsche and each member of the Porsche Group requires to receive, utilise, consume and exploit the Goods and/or Services so as to receive the benefit of the Goods and/or Services as envisaged by the supply.

11.5 All Intellectual Property Rights in any works developed by the Supplier, its employees, consultants, agents or sub-contractors, in the course of, or for the purpose of, providing the Goods and/or performing the Services shall immediately upon creation and/or performance vest in Porsche and the Supplier shall retain no title, right or interest whether legal or beneficial in any such Intellectual Property Rights.

11.6 In consideration of the mutual obligations provided herein, the Supplier hereby assigns to Porsche the free and unencumbered title to all Intellectual Property Rights, including copyright, in any works developed by the Supplier in the course of providing the Goods and/or Services to Porsche under this Agreement and waives all moral rights in any copyright works. The Supplier shall at Porsche's request do all such acts and things and execute all such documents required by Porsche so as to give effect to Clauses 11.5 and 11.6.

11.7 The Supplier represents and warrants that the receipt, utilisation, consumption and exploitation of the Goods and/or Services (including any background materials, works or other deliverables supplied by the Supplier in connection therewith) by Porsche or any member of the Porsche Group shall not cause Porsche or any member of the Porsche Group to infringe the rights of any third party, and the Supplier shall, upon demand, indemnify and keep indemnified, Porsche and each member of the Porsche Group from and against any liability, fines, penalties, claims, costs (including without limitation legal and professional adviser costs), expenses, losses and damages arising from or in connection with the Supplier's breach of this Clause 11.7.

## **12 Anti-Bribery**

12.1 The Supplier shall:

12.1.1 comply with all applicable foreign or domestic laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "Relevant Requirements");

12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

12.1.3 comply with any anti-bribery and anti-corruption policies that Porsche may release and update from time to time (the "Relevant Policies");

12.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and Clause 12.1.2, and will enforce them where appropriate;

12.1.5 promptly report to Porsche any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and

12.1.6 immediately notify Porsche if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

12.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 12 (the "Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Porsche for any breach by such persons of any of the Relevant Terms.

12.3 In the event that Porsche has any basis for a good faith belief that the Supplier may not be in compliance with the undertakings and/or requirements set out in this Clause 12, Porsche shall advise the Supplier in writing of its good faith belief and the Supplier shall cooperate fully with any and all enquiries undertaken by or on behalf of Porsche, including by making available the Supplier's relevant personnel and supporting documents if deemed necessary by Porsche.

12.4 The Supplier shall indemnify and hold Porsche harmless from any claims, suits, investigations, penalties and fines of any kind resulting from the breach of this Clause 12.

12.5 Breach of this Clause 12 shall be deemed a material breach.

12.6 For the purpose of this Clause 12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 12 a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.

## **13. Modern Slavery**

13.1 In performing its obligations under the Agreement, the Supplier shall, and shall procure that each of its subcontractors, suppliers and other participants in its supply chain, comply with all applicable laws, regulations, rules and codes in relation to slavery, servitude, forced or compulsory labour or human trafficking ("Modern Slavery") including but not limited to the Modern Slavery Act 2015.

13.2 The Supplier represents and warrants that at the date of this Agreement, neither the Supplier nor any of its officers, employees or other persons associated with it has been convicted of any offence involving Modern Slavery, or has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with Modern Slavery.

13.3 The Supplier will maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with its obligations under this Clause 13 and it shall implement and

keep a record of due diligence procedures (including audits of its suppliers and subcontractors and any training provided) for its own suppliers, subcontractors and other participants in its supply chains, to monitor and ensure that there is no Modern Slavery in its supply chains.

13.4 The Supplier shall at its own cost and upon Porsche's request, prepare and supply to Porsche, any information relating to this Agreement and its supply chains as reasonably requested by Porsche at any time to show the steps the Supplier has taken to ensure that there is no Modern Slavery in any part of its business or supply chains.

13.5 The Supplier shall notify Porsche in writing as soon as it becomes aware of any breach, or potential breach, of the Modern Slavery Act 2015 or any actual or suspected Modern Slavery in a supply chain which has a connection with this Agreement.

13.6 Porsche may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 13.

#### **14. Data Protection**

14.1 The Supplier shall comply with all requirements of the Data Protection Laws in the performance of its business and this Agreement and shall not knowingly do anything or permit anything to be done which might lead to a breach by Porsche of the Data Protection Laws.

14.2 Terms defined in the Data Protection Laws and used in this Clause 14 shall have the meaning ascribed to them in the Data Protection Laws.

14.3 Where the Supplier processes personal data relating to any employees or customers of Porsche or any member of the Porsche Group for which Porsche or any member of the Porsche Group is a data controller ("Porsche Personal Data"), Porsche acts as the controller and the Supplier acts as processor in respect of such processing. Notwithstanding the Supplier's general obligations in Clause 14.1, where the Supplier processes Porsche Personal Data on behalf of Porsche, the Supplier, in respect of such Porsche Personal Data:

14.3.1 accepts that Porsche alone shall determine the purposes for which and the manner in which Porsche Personal Data shall be processed by the Supplier and other third parties;

14.3.2 shall be the data processor and shall not be entitled to process Porsche Personal Data for any purpose other than pursuant to and in accordance with the terms of this Agreement;

14.3.3 shall put into place and maintain technical and organisational security procedures and measures as required by Porsche or as necessary or appropriate to preserve the security and confidentiality of Porsche Personal Data to which it has access hereunder and protect such Porsche Personal Data against unauthorised and/or unlawful processing;

14.3.4 shall take all necessary steps to ensure that its processing of Porsche Personal Data will be fair and lawful;

14.3.5 shall process Porsche Personal Data only in accordance with Porsche's written instructions, including without limitation in relation to any requirements as to how personal data is disposed of or destroyed and shall comply promptly with all such instructions and directions received from Porsche from time to time;

14.3.6 shall not disclose Porsche Personal Data to any third party without Porsche's prior written consent, unless the disclosure is required by law and the Supplier complies with Clause 14.3.7;

14.3.7 shall immediately notify Porsche if and when the disclosure of Porsche Personal Data may be required by law or by order of a court or any other competent authority so as to allow Porsche or any member of the Porsche Group to challenge such disclosure and to this end, the Supplier shall co-operate with and assist in any challenge;

14.3.8 shall promptly notify Porsche of any request made by a data subject under applicable Data Protection Laws in relation to or in connection with personal data processed by the Supplier on behalf of Porsche;

14.3.9 shall process the Porsche Personal Data in accordance with the specified duration, purpose, type and categories of data subjects as set out in Annex 1 (Data Processing); and

14.3.10 shall, upon demand, indemnify, and keep indemnified, Porsche and each member of the Porsche Group from and against any liability, fines, penalties, claims, costs (including without limitation legal and professional adviser costs), expenses, losses and damages arising from or in connection with the Supplier's breach of this Clause 14.

14.4 The Supplier will provide any cooperation or assistance requested by Porsche in connection with steps that Porsche takes to comply with the Data Protection Laws insofar as they relate to the Agreement. This includes assisting Porsche with: (i) responding to requests from individuals or authorities, (ii) notifying data breaches to affected individuals or authorities; (iii) carrying out data protection impact assessments and (iv) prior consultations with the authorities.

14.5 On request and at no additional charge, the Supplier shall provide to Porsche all information required by Porsche from time to time to assess the Supplier's compliance with this Clause 14 and the Data Protection Laws and, to the extent possible, all information necessary for Porsche to demonstrate Porsche's compliance with the Data Protection Laws. At any time the Supplier will allow for and contribute to audits, including on-site inspections of the Supplier's business premises or processing facilities, conducted by Porsche or an auditor of Porsche's choice to assess the Supplier's compliance with the obligations set out in this Clause 14. The process of such audits will be determined by Porsche in consultation with the Supplier.

14.6 The Supplier shall not allow any Porsche Personal Data to be processed or transferred to any country outside of the EEA unless:

14.6.1 the Supplier notifies Porsche in writing that it intends to transfer any Porsche Personal Data outside of the EEA;

14.6.2 Porsche provides its written consent to such transfer (which consent it may give or withhold in its absolute discretion); and

14.6.3 the Supplier provides in advance of a transfer authorised under Clause 14.6.2 evidence to Porsche's satisfaction that such transfer will be permitted under applicable Data Protection Laws.

14.7 The Supplier shall not appoint or permit a third party to process Porsche Personal Data on its behalf ("Sub-Processor"), without the prior written consent of Porsche. Such consent may be later withdrawn in the event that Porsche reasonably believes that the Porsche Personal Data or the rights of data subjects may be compromised by the Sub-Processor or as a result of a change of Sub-Processor notified by the Supplier to which Porsche objects. Where such consent is given, it is conditional upon the Supplier procuring that the Sub-Processors enter into written agreements with the Supplier that contain terms no less onerous than the terms in this Clause 14. The Supplier remains fully liable to Porsche for any acts or omissions of any Sub-Processors.

14.8 In the event that (i) Porsche Personal Data is disclosed by the Supplier, in violation of this Agreement or applicable laws pertaining to privacy or data security, or (ii) the Supplier discovers, is notified of, or suspects that there has been a breach of security leading to the accidental, or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Porsche Personal Data (a "Privacy Incident"), the Supplier shall notify Porsche immediately in writing of any such Privacy Incident and shall cooperate fully in dealing with the Privacy Incident and the investigation of the Privacy Incident, reporting all relevant information to Porsche as soon as possible .

14.9 To the extent that a Privacy Incident gives rise to a need, in Porsche's sole judgment, to provide (i) notification to public authorities, individuals, or other persons, or (ii) undertake other remedial measures ("Remedial Action"), at Porsche's request, the Supplier shall, at Porsche's cost, undertake such Remedial Actions. The timing, content and manner of effecting any notices shall be determined by Porsche in its sole discretion. Porsche may recover from the Supplier any costs incurred where the Remedial Action is required by reason of the Supplier's breach of this Agreement or applicable law.

14.10 The Supplier shall ensure that any Supplier Staff with access to Porsche Personal Data are bound by confidentiality obligations in respect of access or processing of such Porsche Personal Data.

14.11 Except as provided otherwise by applicable law, upon termination or expiry of the Agreement or otherwise on Porsche's written instructions, the Supplier will (at Porsche's option) immediately delete or return all Porsche Personal Data processed by the Supplier on Porsche's behalf in connection with the Agreement.

14.12 The provisions contained in this Clause 14 shall survive the termination or expiry of the Agreement to the extent that the Supplier continues to process Porsche Personal Data on behalf of Porsche.

## 15. Liability

15.1 Nothing in this Clause 15 or otherwise in this Agreement shall exclude or in any way limit Porsche's liability or any liability of a Related Person to the Supplier for (i) fraud, (ii) fraudulent misrepresentation, (iii) death or personal injury caused by its negligence (including negligence as defined in section 1 Unfair Contract Terms Act 1977), (iv) for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or (v) any liability to the extent the same may not be excluded or limited as a matter of law.

15.2 The Supplier shall, on demand, indemnify, and keep indemnified, Porsche and each member of the Porsche Group from and against any liability, fines, penalties, claims costs (including without limitation legal and professional adviser costs), expenses, losses and damages suffered or incurred by them as a result of any tort (including negligence), breach of statutory duty, fraud, fraudulent misrepresentation, wilful damage to property or person or any other wilful or unlawful misconduct, in each case, attributable to or caused by the Supplier or any of its employees, agents or contractors.

15.3 The maximum aggregate liability of Porsche to the Supplier under or in connection with this Agreement, or any collateral contract, arising in or caused by breach of contract shall not exceed the Fees agreed for the supply of those Goods and/or Services.

15.4 Neither Porsche nor any member of the Porsche Group shall be liable to the Supplier under or in connection with this Agreement, or any collateral contract, for any loss of income; loss of actual or anticipated profits; loss of business; loss of contracts; loss of goodwill or reputation; loss of anticipated savings; loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise. Nothing in this Clause 15.4 shall relieve Porsche of any obligation to pay any Fees properly due to the Supplier under this Agreement.

15.5 The Supplier shall be precluded from bringing any claim against Porsche or any member of the Porsche Group under or in connection with this Agreement, or any collateral contract, howsoever arising, whether such claim arises in or is caused by breach of contract, tort (including negligence), breach of statutory

duty or otherwise, later than 2 years after the date of delivery of any Goods and/or Services (provided that, this clause shall not operate to extend any claims which at law would be statute barred).

15.6 If any payment due from the Supplier under or connection with this Agreement is subject to tax (whether as a result of direct assessment or withholding at its source), Porsche and/or the Porsche Group (as the case may be) shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to Porsche in respect of the payment is the same as it would have been were the payment not subject to tax.

## 16. General Provisions

16.1 **Publicity** - Neither party shall, without first having obtained the written approval of the other party, at any time make any reference to the Agreement or its relationship with the other, expressly or otherwise and whether in writing or verbally save for verbal references to its employees, subcontractors, professional advisers and/or agents as may be necessary in the performance of its obligations hereunder.

16.2 **Notices** - Any notice required to be served hereunder may be served personally or be sent by first class pre-paid recorded delivery or registered post addressed to the office set out above and marked for the attention of the Head of Group Legal Affairs in the case of Porsche, and in the case of the Supplier to the Supplier's last known representative. Any notice so posted shall be deemed to be served on the working day which follows the date of posting.

16.3 **Waiver** - No failure or delay on the part of either party to exercise any right or remedy under this Agreement will operate as a waiver thereof and no waiver by any party in respect of any breach shall operate as a waiver of any subsequent breach.

16.4 **Third Party Rights** - Clauses 1.2, 4, 5, 6, 10, 11, 15, 16.4, 16.7 and 13.10 shall be and operate for the benefit of each member of the Porsche Group and their employees and agents as if they were Porsche ("Related Persons"). Except as stated in this Clause 16.4, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Any term of this Agreement which purports to confer a benefit on any Related Person (including without limitation any term excluding or limiting liability), may be enforced by any such Related Person, provided that, no such Related Person shall be entitled to enforce such term without Porsche's prior written consent. The parties to this Agreement may, by agreement, rescind this Agreement or vary it in any way without the consent of any Related Person notwithstanding that a Related Person has relied on or indicated assent to any term of this Agreement.

16.5 **Force Majeure** - Neither party shall be in breach of contract or liable to the other for any delay in performing or for failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from war (whether declared or not), act of terrorism, strikes, industrial action short of a strike, import or export embargo, lockout, accident, fire, blockade, flood, natural catastrophe or other obstacle over which a party has no reasonable control ("event of force majeure"), provided the same arises without the fault or negligence of the affected party. If any event of force majeure occurs, subject to affected party promptly notifying the other party in writing of the same, the date(s) for performance of the obligations affected shall be postponed for so long as is made necessary by the event of force majeure, provided that, if performance is not resumed within 30 days of the date of the affected party's written notice the other party may forthwith by notice in writing terminate this Agreement.

16.6 **Sub-contracting** - The Supplier may sub-contract all or part of the Goods and/or Services to suitably qualified third parties, provided that Porsche has given its prior written consent to such subcontracting and provided that the Supplier shall remain primarily liable for the performance of its obligations under this Agreement.

**16.7 Assignment** – Neither party shall transfer to a third party, or declare a trust over, any rights or obligations arising under or in connection with this Agreement without obtaining the prior written consent of the other party, provided that Porsche shall be entitled to transfer any such rights or obligations to any other member of the Porsche Group.

**16.8 Severability** - If at any time, any one or more of these obligations is or becomes invalid, illegal or unenforceable in whole or in part but would be valid if some part thereof were deleted or the period or application reduced such obligation shall apply with such modification as is necessary to make it valid and effective and in any event the validity, legality and enforceability of the remaining clauses and sub-clauses shall not in any way be affected or impaired thereby.

**16.9 Entire Agreement** - This Agreement, together with any particulars as to the Goods and/or Services and the Fees agreed separately between the parties in writing, comprises the entire agreement and understanding between the parties in relation to the supply of the Goods and/or Services and replaces any prior agreement, understanding or arrangement between the parties, whether oral or in writing, unless and to the extent that it is amended in writing signed by authorised representatives of the parties. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation which is incorporated into this Agreement shall be for breach of contract.

**16.10 Insurance** - The Supplier warrants that it shall obtain and maintain appropriate insurances in respect of the provision of its  
**IN WITNESS** whereof, each of the parties has executed this Agreement by its duly authorised representatives:

Goods and/or Services as may be expected to be held by a professional organisation in its industry in order to meet its potential liabilities under this Agreement. As a minimum the Supplier shall take out and maintain a policy of (i) public liability insurance, and where additionally required by Porsche in writing, a policy of (ii) professional indemnity insurance and (iii) product liability insurance.

**16.11 Shareholder Ownership**

16.11.1 The Supplier represents, warrants and undertakes that, as of the date of this Agreement, and on a repeating basis on each day throughout the term of this Agreement, the Supplier is not a shareholder of any of the following entities:

- (i) Porsche Automobil Holding SE, including its subsidiaries;
- (ii) Federal State of Lower Saxony & companies in which it has a majority holding;
- (iii) State of Qatar & companies in which it has a majority holding; or
- (iv) Companies and Foundations of the Porsche and Piëch families.

16.11.2 The Supplier will notify Porsche immediately if the Supplier becomes a shareholder of any of the entities referenced in Clause 16.11.1.

16.11.3 Porsche may terminate this Agreement with immediate effect at any time during the term of the Agreement by giving written notice to the Supplier if the Supplier breaches any of Clauses 16.11.1 and/or 16.11.2 above.

**16.12 Governing Law** - This Agreement, and any non-contractual obligations arising under this Agreement, shall be governed and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

<b>PORSCHE: <i>(Delete as appropriate):</i></b>
<b>Porsche Cars Great Britain Limited</b>
<b>Porsche Retail Group Limited</b>
<b>Porsche Financial Services Great Britain Limited</b>
Signature of Authorised Representative:
Name and position of Authorised Representative:
Date:
Signature of Authorised Representative:
Name and position of Authorised Representative:
Date:

<b>SUPPLIER: <i>(please insert full name of legal entity)</i></b>
Supplier Address:
Registered Company Number (if applicable):
Name and position of Authorised Representative:
Signature of Authorised Representative:
Date:

## ANNEX 1: Data Processing

### 1. Processing of Personal Data

Is the processing of personal data anticipated as part of the provision of the Services? Yes  No

If 'yes' will the Supplier be acting as a Data Processor for Porsche? Yes  No

If the answer is 'Yes' to both of the above questions, please complete this Annex 1 fully.

### 2 Categories of data subjects

In respect of which data subjects will personal data be processed?

Category of Data Subject	Please tick if relevant
Customers	<input type="checkbox"/>
Prospective Customers	<input type="checkbox"/>
Employees	<input type="checkbox"/>
Suppliers	<input type="checkbox"/>
Porsche Centre Staff	<input type="checkbox"/>
Journalists	<input type="checkbox"/>
Other: (please state) _____	<input type="checkbox"/>
Other: (please state) _____	<input type="checkbox"/>
Other: (please state) _____	<input type="checkbox"/>
Other: (please state) _____	<input type="checkbox"/>

### 3. Subject-matter of the processing

*Description of the Services provided involving processing of personal data:*

### 4. Nature and purpose of the processing

*Brief description of nature and purpose of processing:*

**5. Type of personal data to be processed**

Personal Data	Please tick if relevant	Data Subject Category (include all that apply, i.e. customers, employees etc.)
Full name	<input type="checkbox"/>	
Date of birth	<input type="checkbox"/>	
Home address	<input type="checkbox"/>	
Work address	<input type="checkbox"/>	
Email address	<input type="checkbox"/>	
IP address	<input type="checkbox"/>	
Telephone number	<input type="checkbox"/>	
VIN	<input type="checkbox"/>	
Vehicle Registration Number	<input type="checkbox"/>	
Image	<input type="checkbox"/>	
Signature	<input type="checkbox"/>	
Device ID	<input type="checkbox"/>	
Other (please state):		
1.	<input type="checkbox"/>	
2.	<input type="checkbox"/>	
3.	<input type="checkbox"/>	
4.	<input type="checkbox"/>	
5.	<input type="checkbox"/>	
6.	<input type="checkbox"/>	
7.	<input type="checkbox"/>	
8.	<input type="checkbox"/>	

**6. Special categories of data**

Is the processing of special categories of data anticipated? Yes  No

If yes, insert *details of any special categories of data collected and processed*

**7. Duration of Processing**

*Details of the duration of processing*