

PORSCHE General Terms and Conditions of Purchase

Version: September 29, 2021

1. Applicable Law

- 1.1. Agreements executed under PORSCHE General Terms and Conditions of Purchase, their interpretation and performance thereunder, as well as all and any resulting Parties' relations, shall be subject to substantive and procedural law of the Russian Federation.

2. Definitions

- 2.1. These Terms and Conditions include the following terms:

"**PORSCHE**" means either OOO PORSCHE RUSSLAND, or OOO Porsche Center Moscow, or OOO Porsche Financial Services Russland, whichever legal entity is a Party to the Agreement.

"**GTCP**" means these PORSCHE General Terms and Conditions of Purchase;

"**Contractor**" means a legal entity, a sole entrepreneur or an individual with whom PORSCHE has concluded an Agreement;

"**Agreement**" means an agreement between PORSCHE and the Contractor, including by reference these GTCP;

"**Parties**" means PORSCHE and the Contractor;

"**Third Parties**" means contractors, subcontractors, agents, representatives and employees, and any similar persons directly engaged by the Contractor for the performance under the Agreement.

3. Implementation of GTCP

- 3.1. The GTCP shall apply to both one-time and framework agreements, as well as to other legal relations arising between the Contractor and PORSCHE in connection with execution of made Agreements, and shall prevail over the provisions of the Agreements. In case of any controversies between the provisions of the Agreement and these GTCP, GTCP shall apply.
- 3.2. Any provision of the Agreement shall be interpreted in such a way that it is valid and effective under the applicable law whenever possible. In the event that any provision of the Agreement is impossible or invalid under the applicable law, the Agreement shall be invalid only in the part of executing such provision. The remaining provisions of the Agreement shall be fully binding for the Parties and remain in force and effect.
- 3.3. If any provision of the Agreement contradicts to the requirements of the applicable law, the Parties shall be guided by the requirements of the applicable law. If, as a result of a change in the applicable law, one of the Clauses of the Agreement previously declared invalid becomes valid, the corresponding provision of the Agreement shall also come into force.

4. Price and Payments

- 4.1. The total Agreement price is fixed and cannot be changed unless the Parties agree otherwise in writing.
- 4.2. Unless otherwise is agreed by the Parties in writing, the total Agreement price includes all costs of the Contractor related to the performance under the Agreement. Transportation, shipping, packaging costs shall be included in the price of the goods unless the Parties have agreed otherwise.
- 4.3. The Parties have agreed that, regardless of the payment procedure under the Agreement, the Contractor will under no circumstances have any lien over the goods/deliverables of the works/services supplied to PORSCHE.
- 4.4. PORSCHE may reimburse the Contractor's previously agreed additional costs related to the performance under the Agreement, if the Contractor provides evidence of such costs. The sufficiency of evidence shall be determined in PORSCHE's own discretion.
- 4.5. PORSCHE, governed by the provisions of applicable local anti-money laundering regulations, establishes a restrictive approach to the use of third-party payments (third parties' performance for/instead of/on behalf of the Contractor) and for the benefit of third parties in procedures of payments to/from the Contractor. PORSCHE do not accept any payments from any third parties that are not a Party to the Agreement and do not allow its own payments to third parties that are not a

Party to the Agreement, unless the provisions of local regulations applicable to PORSCHE expressly permit it otherwise.

5. Compliance

- 5.1.** The Parties undertake in the performance of the Agreement to make every effort to fulfill the obligations allocated (or will be allocated) to them by Russian legislation, in particular: anti-corruption law, anti-trust law, labour and labour protection law, data protection law, environmental protection law, as well as Money Laundering law. The parties also undertake to make every effort to avoid their involvement, and the involvement of their employees, representatives or other persons involved in the fulfillment of the Agreement, in the crimes in particular, related to corruption or money laundering.
- 5.2.** The Parties undertake to make every effort to fulfill the requirements of the authorized state and other bodies of the Russian Federation relating to the obligations under the Agreement.
- 5.3.** If there are reasonable suspicion of non-compliance with paragraphs 5.1-5.2 of the GTCP by one of the Parties, the Party expressing suspicion notifies the other Party in writing. The Party undertakes in such case to refer to the facts or provide materials confirming or suggesting that such a violation has occurred or may occur. The Party receiving such a notification undertakes either to refute the information in a reasonable period of time, or to confirm it, as well as to provide the documents requested by the other Party that are reasonably required to determine whether there has been a violation or not.
- 5.4.** In case where foreign citizens and (or) stateless persons are involved in the Agreement performance according to the law, the Contractor guarantees full compliance with migration legislation, legislation on the legal status of foreign citizens and stateless persons, as well as all other related legal requirements, in particular, but not limited to this, the Contractor should have permits on employment of foreign labour as well as such workers should obtain relevant work permits.
- 5.5.** The Contractor guarantees the fulfillment of Clauses 5.1-5.4 of the GTCP by his contractors, subcontractors, agents, representatives and employees, as well as by any other persons directly involved by the Contractor in the Agreement's performing.
- 5.6.** If PORSCHE due to violation by the Contractor and/or Third Parties of the provisions of the legislation of the Russian Federation specified in Clauses 5.1-5.2, 5.4 of the GTCP, as well as non-fulfillment by the Contractor of other terms of the Agreement and / or the Contractor's violation of the requirements of the authorized state bodies regarding the Parties obligations under the Agreement, is obligated to pay fines, the Contractor undertakes to reimburse within 5 (five) days from the date of such payment request received by the Contractor from PORSCHE.
- 5.7.** In case of violation by the Contractor of Clauses 5.1-5.5 of the GTCP, PORSCHE has the right to refuse completely to perform the Agreement (to terminate the Agreement) immediately and unilaterally without a court decision, as well as any other agreements (completely or in part) concluded by the Parties to the time of such violation (when it was discovered by PORSCHE) by sending the corresponding notification to the Contractor.
- 5.8.** The Contractor shall guarantee that it will do its best to ensure that its employees are not involved into any fraudulent actions in relation to the Agreement. In case of the Contractor's failure to comply with the above obligation, such failure shall be deemed a material breach of the terms and conditions of the Agreement that cannot be corrected, and the PRU shall be entitled to to immediately repudiate (terminate) out of court the whole of the Agreement by giving to the Contractor a written notice to this effect, and to make a claim against the Contractor for any resulting damages.

6. Confidentiality

- 6.1.** The Parties hereby agree that the Agreement, all and any Annexes and Supplements thereto and other documents related to its execution and/or the performance thereunder, including any transferred personal data and other information, as well as the fact of execution of the Agreement, shall be deemed confidential information, not subject to disclosure to any third parties (including contractors, subcontractors, agents, representatives, the Parties employees, who are not directly engaged in the performance thereunder, and other similar persons) without respective prior written consent of the other Party. This restriction shall apply, inter alia, to publication of information about the Parties' cooperation in Internet, including social media (both of the Parties and their employees and of third parties engaged by the Parties for the performance under the Agreement, and their employees) and shall be in force within the term of the Agreement and indefinitely after its termination. In failure of one Party to comply with the limitation, the other Party is entitled to call for immediate compensation of all damages caused by such failure. This restriction shall not apply to the transfer of the specified above documents and information to the companies within the Porsche Group (Germany) or their Russian subsidiaries, their auditors, consultants, reinsurers, independent

experts, and government/law enforcement authorities expressly authorized to receive this information by law or by court order.

7. Intellectual Property

- 7.1.** The Contractor hereby undertakes not to use directly or indirectly (including in marketing and / or promotional and / or information materials) any trademarks (logos, emblems and other designations or combinations thereof), as well as other intellectual property, owned by Dr. Ing. h.c. F. Porsche AG (Germany), or organizations belonging to the Porsche Group (Germany), without obtaining the prior written permission of PORSCHE and / or the respective trademark owner, except in cases of use the above mentioned intellectual property in order to fulfill the Contractor's obligations under the Agreement and in accordance with its terms. This restriction applies *inter alia* to publishing of the above mentioned intellectual property in the Internet, including social networks (both the Contractor and its employees, and third parties engaged by the Contractor for the execution of the Agreement and their employees), and remains effective within the term of the Agreement and after its termination for an unlimited period of time. In case of violation of this obligation, PORSCHE has the right to demand from the Contractor to eliminate the violation and to reimburse all damages immediately.

8. Personal Data

- 8.1.** If during fulfillment of the Agreement the personal data is processed, the Parties undertake hereby to process it in accordance with legislative requirements. The parties guarantee hereby the security of any personal data transferred under the Agreement. The parties undertake to ensure that persons receiving any personal data transferred in terms of the Agreement (including personal data of the employees of the Parties), maintain the secrecy (privacy) of the data.

9. Force Majeure

- 9.1.** The Parties shall not be held liable for any failure to perform or duly perform their obligations under the Agreement, if the proper performance has proved impossible due to any Force Majeure (i.e., extraordinary circumstances that could not be prevented under the present circumstances), including military actions, civil unrest, blockades, embargoes, earthquakes and other natural disasters that have directly affected the performance under the Agreement.
- 9.2.** If the Party is unable to duly perform its obligations under the Agreement because of Force Majeure event, such Party must:
- (1)** Notify the other Party in writing as soon as possible of the onset and the expected date of the end of the relevant Force Majeure event and provide necessary confirmations;
 - (2)** To take all necessary measures to reduce the consequences of the occurrence of Force Majeure event, to remove obstacles to its performance under the Agreement;
 - (3)** Notify the other Party of the renewal of performance under the Agreement within 3 working days from the date of end of the respective Force Majeure.
- 9.3.** If Force Majeure event results in the impossibility to perform under the Agreement for over 1 month, the Parties may unilaterally terminate the Agreement without court decision as per Article 450.1 of the Civil Code of the Russian Federation.

10. Liability

- 10.1.** Recovery of any forfeits (fines, penalties) under the Agreement is a right, but not an obligation of the Parties. Any forfeits (fines, penalties) under the Agreement may be recovered only after the respective Party presents a written request for the performance of the principal obligation which is secured by the forfeit (fine, penalty). The injured Party shall be entitled to call for recovery of forfeit (fine, penalty) only in case of the other Party's failure to fulfill the principal claim within ten (10) working days from the receiving date.
- 10.2.** PORSCHE's liability under the Agreement is limited to cases expressly provided for in the law, in the Agreement, in the GTCP, and capped with the amount of 1,000,000 RUB. The Contractor's idle time for any reason, caused, *inter alia*, by PORSCHE's actions, as well as any loss of profit, shall not be reimbursed under no circumstances by PORSCHE to the Contractor.
- 10.3.** Claims arising out of PORSCHE's failure to perform under the Agreement, the Contractor's property and/or non-property rights may be brought by the Contractor only during the term of the Agreement and within 1 calendar year from the date of its termination.

11. Transfer of rights under the Agreement

- 11.1.** Assignment of the Contractor's rights and/or obligations, regardless of their nature or scope, shall be subject to PORSCHE's prior written consent. The Contractor must notify PORSCHE of any prospective assignment in advance, no later than two months before the intended assignment.
- 11.2.** PORSCHE's rights and/or obligations under any Agreement may be transferred by PORSCHE to third parties located in or out of the Russian Federation making parts of the same group with PORSCHE, without obtaining the Contractor's prior consent.

12. Miscellaneous

- 12.1.** The Contractor confirms and warrants that the Contractor has reviewed and carefully studied the Code of Conduct for Business Partners, which is an integral part of the GTCP, undertakes to comply with it and guarantees its compliance by the Contractor's employees, its business partners, representatives and other persons acting on behalf of and to the benefit of the Contractor in relation to the Agreement. The Contractor undertakes, in the course of performance under the Agreement, to monitor on a monthly basis any possible changes made by PORSCHE to the Code of Conduct for Business Partners and to act pursuant to the provisions of the effective version of the Code of Conduct for Business Partners.
- 12.2.** In case of engagement of Third Parties for the performance under the Agreement the Contractor shall stay responsible for their actions or omissions, as well as for duly and timely fulfillment of the obligations under the Agreement.
- 12.3.** If, in PORSCHE's opinion, any action by any employee of the Contractor (or any person acting on his behalf) violates the terms and conditions of the Agreement, PORSCHE shall be entitled to demand that the Contractor should immediately disengage such employee or person from the performance under the Agreement, and immediately remove such employee or person from the place of actual performance under the Agreement (in case of the actual performance at a place other than the Contractor's location). The Contractor must immediately ensure the disengagement of such employee or person from the performance under Agreement, and the removal of such employee or person immediately upon receipt of the appropriate oral or written request from PORSCHE. The removal of any employee of the Contractor (or any person acting on its behalf), as well as the removal of such employee or person from the place of actual performance under the Agreement, shall not relieve the Contractor of any of its duties and obligations under the Agreement.
PORSCHE's decision to disengage any employee of the Contractor (or any person acting on his behalf), to remove and prevent such person from the place of actual performance under the Agreement shall be conclusive. For the avoidance of doubts, the Parties have expressly stated that the Contractor has no right to request for extension of the deadline (initial, intermediate, or final) of their performance under the Agreement and/or for change of the price of the Agreement (including reimbursement of costs) in the event that its employees (or persons acting on its behalf) are not granted access or are removed from the place of actual performance under the Agreement in compliance with the provisions of this Clause.
- 12.4.** The initial term of the Agreement may not exceed 3 years from the date of its conclusion. If the Parties are interested in further cooperation, the Parties may extend the term of the Agreement by execution of a supplement to the Agreement.
- 12.5.** In case of any disputes under the Agreement, the Parties shall do their best to resolve them through negotiations. If the Parties fail to come to an agreement within 30 (thirty) days from the date of a dispute, such dispute shall be referred for resolution to Moscow Arbitration Court. Any referral to other courts may be permitted only on the Parties' written agreement.
- 12.6.** For the purposes of determination (calculation) of deadlines, the Parties have agreed that all calendar days of a week, except weekends (Saturdays and Sundays), and also except for non-working days officially established by the existing federal law of the Russian Federation, and also except for the days declared non-working by the President of the Russian Federation, shall be deemed "working days". The Parties have also agreed that weekends (Saturdays and/or Sundays), postponed by the President of the Russian Federation, the Government of the Russian Federation to other days of the week, shall be deemed working days. The Parties have agreed that working time shall begin at 09.00 (Moscow time) of a respective working day end at 18.00 (Moscow time) of a respective working day.
- 12.7.** All documents related to the execution, violation, cancellation or other termination of the Agreement (including notices, messages, claims, denials, objections and claims) should be sent to the addresses (other details) of the Parties specified in the Agreement, by courier or by registered mail with delivery receipt or by telegraph with a copy of the telegram and its delivery receipt, if the Party failed to notify the other Party in advance about the change of such address (details). Any of these documents sent by courier, telegraph or mail, will be considered to have been delivered on the day

of delivery of the corresponding item to any person received it at the locations specified in the Agreement for the respective Party on the date marked by an employee of the corresponding postal office, telegraph. The stated above documents can be duplicated by e-mail (e-mail). If the Parties have agreed on sending documents via e-mail, any of these documents sent by e-mail (e-mail) will be considered as delivered upon the moment of its dispatch. A corresponding computer printout from sender or receiver will be sufficient as a proof of delivery of the document sent by e-mail.