



GENERAL TERMS OF PROCUREMENT FOR SEAT, S.A.

FOR INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT) SERVICE AGREEMENTS

1. DEFINITIONS

1.1. The meaning of the terms indicated below is as follows:

1. **Non-Disclosure Agreement:** Means the Non-Disclosure Agreement (NDA) that the Supplier must execute with SEAT Group as an essential condition for the provision of the Contractual Services and prior to commencing the rendering of these. The NDA will form an integral part of the Agreement.
2. **Service-Level Agreement:** Means the agreement between the Supplier and SEAT Group that defines the description and scope of the Contractual Services, the service levels of the Contractual Services, dates of commencement, conclusion and review, the response time in operations and problem resolution, schedule availability, volumes, classification, management and supervisory Tools, as well as other technical conditions, etc.
3. **Capital Goods and Services:** Means those goods or services that may consist of Specific Facilities as well as General Facilities, Machinery, Ancillary Materials, Work Methods, Civil Works, Commercial Services, General Services, Energy, Consultancy and Processing Agencies, R+D, Training, Surveillance, Logistics, Staff Transport and other services.
4. **VW Group Company:** Any company of the VW Group, with Group understood pursuant to section 42 et seq. of the Commercial Code [*Código de Comercio*], that may place new Orders with the Supplier on the same terms existing between the Supplier and SEAT, barring any variations that could exist based on logistics costs and payment terms.
5. **ICT Terms of Procurement:** Means these General Terms of Procurement of SEAT, SAU and its appendices, that govern the rendering of Information and Communications Technology (ICT) Services.
6. **General Terms of Procurement for Production Materials:** Means the General Terms of Procurement for Production Materials accessible via the following link (http://www.vwgroupsupply.com/one-kbp-public/es/kbp_public/information/procurement_conditions_new/seat_s.a..html)
7. **Agreement:** Means these ICT Terms of Procurement, the Service-Level Agreement, the Framework Agreement and/or the Orders, or any other contractual documents that may apply between the parties in relation to the Contractual Services such as, for illustrative purposes but without being restricted to, the Negotiation Protocol and Request for Proposal.
8. **Data Processor Agreement:** Means the agreement that, as appropriate, the parties should execute in relation to the processing of personal data within the scope of the rendering of the Contractual Services and in accordance with applicable legislation and, specifically, section 28 of the GDPR.
9. **Framework Agreement:** Means any agreement that, as appropriate, is executed by SEAT Group and the Supplier to establish the financial terms, volume of services or other conditions that will be applied to several Orders.

10. **Creations and Developments:** Means any creation, design, work, database or other provision that may be protected by intellectual property rights, related rights, sui generis rights or other, similar rights.
11. **Intellectual and Industrial Property Rights:** Includes, without restriction, the intellectual property (including related or sui generis rights) and industrial property rights or rights of an equivalent or similar nature on any creations, designs, works, texts, documents, reports, charts, drawings, models, samples, connection diagrams, technical profiles, illustrations, images, photographs - even of people -, sound, videos, multimedia content, voices, likenesses, software or computer programs (including applications and interfaces for application programming, the source and object codes, preparatory documentation, technical documentation and user guides), data bases, industrial designs, marks, trade names, company names, establishment signs, domain names, designs, logo symbols and any other distinctive signs, inventions, patents, utility models, topographies of semiconductor products, plant variety protection, specifications, technical manuals, business information, technical knowledge or *know-how*, business secrets or any other type of knowledge that is valuable due to its confidential nature and, in general, on any other results that are or could be the subject of protection pursuant to current or future legislation, whether registered or otherwise.
12. **Deliverables:** Means any tangible or intangible element that the Supplier delivers or should deliver to SEAT Group within the scope and/or as a result of the execution of the Contractual Services. This includes, without restriction, monitoring reports, presentations, demonstrations or tests, final computer programs or software application reports (including pre-alpha, alpha, beta, RC, RTM, etc.), hardware product units or electronic devices associated with computer programs, etc.
13. **SEAT Group:** Means SEAT and all of its subsidiaries on which it directly or indirectly holds or could hold control in keeping with section 42 et seq. of the Commercial Code. The companies belonging to SEAT Group may enter into Information and Communications Technology (ICT) Service Agreements in application of these ICT Procurement Terms, and may place Orders with the Supplier under the same conditions as those existing between the Supplier and SEAT, barring any variations that could exist based on logistics costs and payment terms. These terms will apply even when those companies have their headquarters/registered offices outside Spain. For the purpose of any Orders existing or underway, any company that ceases to form part of SEAT Group will continue to be considered as part of the Group for a transition period of six (6) months.
14. **VW Group:** Multinational group of companies to which SEAT Group belongs.
15. **Management and Supervisory Tools:** Those management and supervisory tools that verify the rendering of the Contractual Services and the fulfillment of the service levels agreed upon in the Service-Level Agreement.
16. **"Tax"** means any current or future tax, encumbrance, right, charge or rate of any type (including interest, penalties and additions to these) that may be imposed by any government or other tax authority with regard to that payment. **"Treaty"** will be understood as the applicable treaty to avoid double taxation.
17. **Key Performance Indicators or "KPIs":** Means those indicators chosen to evaluate the level of performance or output of the Contractual Services.
18. **Confidential Information:** Means any information that the Supplier must maintain under strict confidentiality and preserve its secrecy pursuant to 16, including without reservation, all technical drawings and documents, materials, goods, samples, models, copies, equipment, devices, technical processes and other technical know-how, data relative to individuals,

developments, research and planning data, proposals/budgets, responses to proposals/budgets, specification documents, etc., regardless of the material to which they refer, that is disclosed by SEAT Group verbally, in writing or in any other tangible or intangible manner, whether in direct or indirect connection with the Contractual Services and/or Deliverables. This applies specifically to vehicles, components or parts of the vehicles that do not correspond to current production versions and that are not public knowledge, as well as to all tests, test configurations, planning, as well as their results. The definition of Confidential Information set forth herein should be completed with the definition included in the NDA and/or the Agreement.

19. **Infrastructure:** Means all materials and resources (for example, hardware, computer equipment, electronic devices, technologies, software or computer programs, scripts, codes, designs, planning, Internet access, the installation or assembly of these, etc.), connectivity or data connection systems, data storage systems and/or prior installation works, preparatory documentation, technical documentation, user guides, etc. necessary for rendering the Contractual Services.
18. **Copyleft License:** Means the user license terms and conditions applicable to the use of Open-Source Software and that may entail, among others, that the use of elements linked to or integrated into that computer program will also be subject to the same terms and conditions of the Open-Source Software user license.
19. **Production Materials:** means all assemblies, subassemblies, components, JIT supplies, CKD parts and parts and pieces for assembly in vehicles manufactured by SEAT Group contracted by SEAT.
20. **Order/s:** Means the document by which SEAT Group commissions the Supplier to provide Information and Communications Technology (ITC) Services, the volume of services necessary, the remuneration, billing and payment terms, term, entry into force and other, basic contractual terms.
21. **RFP (Request For Proposal):** Means the request made by SEAT Group to Suppliers based on a given need for Information and Communications Technology (ICT) Services, to prepare a proposal for rendering Information and Communications Technology (ICT) Services. This request includes, among others, the bidding terms and conditions, technical specifications, the logistics, quality, environmental and security requirements that the Supplier must fulfill in order to be considered by SEAT Group for provision of the service that is the subject of a Request for Proposal.
22. **Migration/Transition Plan:** Means the migration and/or transition plan of the Contractual Services to which the Parties should agree (unless it has already been agreed in another Agreement document) and that will apply for the Supplier upon the termination of the Agreement as regulated in clause 24.
23. **Computer Information and Security Protection Policy:** Means the basic requirements of SEAT Group required of its suppliers on computer information and security, without prejudice to any other, additional requirements that may apply to the Contractual Services in keeping with their specific nature in each case.
24. **Negotiation Protocol:** document that reflects the result of a negotiation between SEAT Group and its possible suppliers within the context of a bid, with the commitment of the Supplier ultimately chosen to execute the document and provide the Contractual Services in keeping with it.

25. **Supplier:** Means the party that supplies the Contractual Services, whose identification details will be specified in the Order or any other document applicable between the parties in relation to the Contractual Services.
26. **GDPR (or, “GDPR”):** Means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
27. **Result/s:** Means any result or invention that could be protected by patents, utility models, topographies of semiconductor products, plant variety protection, industrial designs, marks or other distinctive signs, know-how, industrial, commercial or of another type of secrets, or by means of any other right recognized in current or future industrial property legislation.
28. **SEAT:** Means the Contractual Services contracting company, in other words, SEAT, SAU, a Spanish company with registered offices in Martorell (Barcelona), Autovía A-2 Km. 585, holder of tax identification number A-28049161, duly entered in the Commercial Registry of Barcelona in Volume 23662, page 1, sheet number B-56855; or any of the companies of SEAT Group.
29. **Contractual Services:** Means all Information and Communications Technology (ICT) Services that the Supplier must provide and that have been arranged by the Agreement.
30. **Support Services:** Means all those services not included in the Contractual Services and that are necessary or advisable for the appropriate and correct rendering of the Contractual Services (for example, training, consultancy, optimization, maintenance and/or update, etc.)
31. **Information and Communications Technology (ICT) Services:** Includes, without any restriction whatsoever, those services regarding the use, design or development of technologies that allow the access, production, processing, treatment and communication of information furnished in different codes (texts, images, sound, etc.) by IT, telematic or similar resources, as well as any Deliverables associated with these.
32. **Open-Source Software:** Means any software or computer program that is distributed in accordance with use and license terms that require the distribution or disclosure of the source code as a main prerequisite.
33. **Standard Software:** Means all those modules, tools, software or computer programs, data bases and other non-personalized and/or elements developed to cover the needs of a large number of clients and existing prior to the commencement date of the Agreement and rendering of the Contractual Services.

2. PURPOSE AND SCOPE OF APPLICATION

- 2.1. The purpose of these ICT Terms of Procurement is the regulation of the general terms and conditions applicable to the rendering by the Supplier of the Contractual Services to SEAT Group. The individual or specific terms and conditions that will govern the Contractual Services will be included in the Service-Level Agreement, Request for Proposal, Framework Agreement or the Orders, as the case may be.
- 2.2. The Service-Level Agreement, Request for Proposal, Negotiation Protocol, Framework Agreement and the Orders, as well as any amendments to these and their written appendices (if these exist) will complete these ICT Terms of Procurement and will comprise the Agreement, in other words, the entire agreement between SEAT Group and the Supplier governing the supply of the Contractual Services. It will be understood that total acceptance of the Order and these ICT Terms of Procurement exists (i) when the Supplier expressly states this in writing, within a period not to exceed one

month from the date of issue of the Order, or (ii) when the Supplier commences fulfillment of the Order placed by SEAT.

- 2.3. If the Contractual Services furthermore include the procurement of Production Materials, the General Terms of Business for Procurement of the Production Materials will apply to everything relating to those Production Materials and that is not regulated in these ICT Terms of Procurement.
- 2.4. Unless the parties expressly agree to the contrary in writing, no other written or verbal agreement that invalidates, amends, contradicts or supplements the content of the documents comprising the Agreement will be binding for SEAT Group. To this regard and unless expressly accepted in writing by SEAT Group, no clause or general sale condition placed by the Supplier in its bills, delivery slips, correspondence or other documents, that is contrary to or limits this Agreement, will be considered valid or applicable.
- 2.5. In the event of discrepancy among the Service-Level Agreement, the Framework Agreement or the Orders and the content of the clauses of these ICT Terms of Procurement, preference should always be given to the wording, spirit and purpose of the latter, barring an express and written indication by the parties to the contrary. The most recent contractual documents will take precedence over prior ones, barring an express indication to the contrary in those documents or unless they should be interpreted overall.

3. **NON-EXCLUSIVITY**

- 3.1. Unless the parties agree to the contrary, none of the Contractual Services is understood as rendered by the Supplier exclusively to SEAT Group. Therefore, SEAT Group will be entitled to develop, internally or by means of a third supplier, any service, function, responsibility, activity or task, totally or partially, related to the Contractual Services. SEAT Group may exercise this right at its sole discretion. The Supplier will cooperate in good faith and support SEAT Group and any third supplier, in keeping with occasional requests from SEAT Group, to coordinate the rendering of the Contractual Services by the Supplier and the development by SEAT Group and/or third supplier of those services, functions, responsibilities, activities or tasks related to the Contractual Services or that are integrated into or associated with the Contractual Services.

4. **INDEPENDENCE**

- 4.1. The contractual relationship between SEAT Group and the Supplier is commercial in nature. The parties expressly state their status as independent employers, which will in no way be changed by this contractual relationship. Consequently the Supplier will act as a merchant with an independent legal personality, without this leading to any identification or confusion with the company and assets of SEAT Group.
- 4.2. In no case may the Supplier act as a representative or agent of the companies of SEAT Group, or carry out any action whatsoever that could entail the appearance of a connection or dependence with regard to SEAT Group.
- 4.3. The Supplier must comply with all obligations in its capacity as independent employer, among others the following: (a) to obtain any permits, authorizations and registrations required to render the Contractual Services; and (b) to timely and fully comply with any tax and employment obligations, as well as any before Social Security that may be necessary for the proper performance of its activity and, in general, to comply with any other obligation deriving from the association with individuals working with or for it.
- 4.4. Both companies will appoint a coordinator for each one to act as liaisons to coordinate and monitor the contracted service. In addition, the supplier will ensure the presence of managers to organize their staff for the execution of this agreement.

5. SITE WHERE THE CONTRACTUAL SERVICES AND DELIVERY OF DELIVERABLES ARE TO TAKE PLACE

- 5.1. The rendering of the Contractual Services will be carried out at the site envisaged by the Agreement or previously indicated by SEAT Group.
- 5.2. The Deliverables that, where appropriate, should be delivered within the scope of the Contractual Services will be provided or placed at the disposal of SEAT Group pursuant to the terms arranged in the Agreement. If not specified in the Agreement, these will be delivered by private messenger to Martorell (Barcelona), Autovía A-2, km 585, with the Supplier assuming all risks and expenses for shipment through the delivery and confirmation of reception by SEAT Group.
- 5.3. The delivery of the Contractual Services to SEAT Group or to the shipping agent of SEAT Group will not, on its own, mean the acceptance of these by SEAT. For this purpose, written consent with regard to quantity and quality from SEAT Group is essential.
- 5.4. If the rendering of Contractual Services entails the purchase of Capital Goods and Services, the delivery will take place in the site and on the date agreed upon in the Order. The delivery will be documented by delivery slips, certificates, work orders, etc., as the case may be, in keeping with the Order and/or the INCOTERMS agreed.
- 5.5. Any supply of Capital Goods should take place by means of the corresponding delivery slips, according to the forms established by SEAT Group, delivery documents or shipping list, quality certificates, work orders, etc., that will indicate the quantities delivered, their description and/or symbol/reference, number of boxes, identification, gross and net weights and an indication of the contents of each one of them.

Any supply of Capital Goods should also be accompanied by the documentation necessary for training in its use, including the list of advisable and perfectly identified commercial spares, as well as detailed drawings of any non-commercial spares.

6. EXECUTION OF THE CONTRACTUAL SERVICES

- 6.1. The Supplier must provide all Contractual Services with the diligence of a good professional or businessman, appropriately and in accordance with the principle of good faith, in keeping with state-of-the-art and professional standards of the activity, industry or trade applicable to the Contractual Services and to services that are similar to the Contractual Services. Furthermore, the Supplier must render the Contractual Services in strict compliance with the description, technical characteristics, place of supply, within the deadlines and in accordance with the requirements for quality and service levels agreed in the Agreement and, specifically, in the Service-Level Agreement.
- 6.2. The Supplier agrees to dedicate the human, technical and material resources necessary for the optimum performance of the tasks characteristic of the Contractual Services in accordance with the terms stipulated for each one of the Contractual Services or, when appropriate, in accordance with the needs required at any given time for compliance with the obligations stipulated in this Agreement. In particular and unless the Agreement stipulates to the contrary, the Supplier will provide the necessary and adequate Infrastructure for Rendering the Contractual Services at no additional charge for SEAT Group. For this purpose, the Supplier agrees to create, maintain, update and/or amend inventories that define the Infrastructure it is using to render the Contractual Services.
- 6.3. The means employed for the execution of the service contracted will be the property of the Supplier. Exceptionally, it may be possible for the means to be the property of SEAT, in which case it will charge rent for their use.

- 6.4. In rendering the Contractual Services, the Supplier will adopt and maintain adequate protection and security measures to ensure compliance with the security procedures and guidelines of SEAT Group. Specifically, but not exclusively, the Supplier will comply conscientiously with the Computer Information and Security Protection Policy of SEAT Group.
- 6.5. The Supplier will regularly verify and document the status and degree of compliance of the Contractual Services and the attainment of the milestones and/or goals defined in the Agreement. For this purpose, it should provide detailed technical documentation, according to standards of the sector, guidelines and any follow-up reports that, as appropriate, are agreed upon with SEAT Group for each one of the Contractual Services. Likewise, in accordance with clause 8.2, the Supplier must provide SEAT Group with the Management and Supervisory Tools and the Key Performance Indicators. To this regard, the Supplier agrees to maintain clear technical documentation on the Contractual Services provided and, at the request of SEAT Group, will furnish a detailed report on the status of those Contractual Services.
- 6.6. If additional Support Services are required that are useful and necessary for rendering the Contractual Services and that are not contemplated in them, at the request of SEAT Group the Supplier must submit a competitive bid for rendering those Support Services.
- 6.7. The Supplier ensures that the employees in charge of rendering the Contractual Services have the highest qualifications and technical know-how and preparation necessary to provide these in accordance with the quality levels agreed. The team devoted to rendering the Contractual Services will be chosen by the Supplier and composed by the number of individuals, with the roles and profiles freely selected for execution of the Contractual Services in the most satisfactory manner possible.
- 6.8. The Supplier represents and warrants, with total indemnity for SEAT Group, that all of its staff is registered with Social Security and that it is current in the payment of contributions, wages, premiums and other remunerations with regard to the employees appointed to render the Contractual Services. The Supplier agrees to observe and comply with legislation on the prevention of occupational risks with regard to its employed and collaborating staff, and with any other obligations that may correspond to it as employer, in accordance with applicable legislation, particularly in the event of any trips to SEAT Group facilities.
- 6.9. The Supplier agrees to take responsibility and to maintain, in an exclusive and unaltered form, all powers of management, direction, control, organization and disciplinary authority of the staff in its charge. The Supplier will determine all conditions of employment applicable to its staff (for example, working hours, vacation periods, wages, etc.)
- 6.10. The Supplier agrees that all staff, subcontractors and/or collaborators that take part in the rendering of the Contractual Services are familiar with and comply with the obligations assumed by it vis-à-vis SEAT Group. To this regard, prior to allowing its employees or subcontractors to begin rendering the Contractual Services, the Supplier must inform them in writing of all provisions of this Agreement that are applicable to them and obtain their written commitment to comply. SEAT Group may request proof of the signing of that commitment at any time. Specifically but not exclusively, the staff, subcontractors and/or collaborators of the Supplier must comply with the commitments attained by means of the NDA, respect the security guidelines, the Computer Information and Security Protection Policy and Industrial and Intellectual Property Regime (clause 15).
- 6.11. The Supplier agrees to underwrite at its expense and maintain the full validity a professional civil liability insurance policy with an insurance company of renowned solvency to cover any possible liabilities in which it could incur in rendering the Services. In addition and if requested, it will provide SEAT Group with proof of compliance with that obligation.
- 6.12. The Supplier agrees to caution and notify SEAT Group with regard to any risk it may identify, as well as to protect SEAT Group from those risks and from any damages that they may generate,

including those from third parties. Likewise, if the Supplier believes, for any reason, that circumstances have arisen that prevent the supply of the Contractual Services (or has reasons to believe that this will occur in the future), it should immediately notify SEAT Group in writing and agree with SEAT Group on the implementation of effective countermeasures.

- 6.13. The Supplier and its employees may not represent SEAT Group in internal or external meetings.
- 6.14. If the Supplier needs to make use of services that SEAT Group has contracted from another external company, the Supplier must contract those services directly with that third company.

7. GOODS THAT POSE HAZARDS TO THE HEALTH AND SAFETY OF INDIVIDUALS

- 7.1. The Contractual Services requested in an Order should comply with the requirements for health and safety indicated in the SEAT Group technical specifications envisaged in the Request for Proposal or other document delivered to the Supplier.
- 7.2. It should furthermore comply with legislation on the Prevention of Occupational Risks and Ergonomics, health and safety in the workplace in force at any given time in Spain and the EU, as well as in the countries of Origin, Provenance, Transit and Destination of the Capital Good, if they do not belong to the EU, so that the manufacture, packaging, transit, etc. of the Capital Good does not pose any risk whatsoever to the health or safety of individuals when being handled or used. If during the in situ manufacture, packaging, transit or assembly the Supplier observes any hazard to the health or safety of individuals, it should immediately notify SEAT Group of this, with the Supplier assuming all liabilities deriving from that hazard if it fails to do so.
- 7.3. Machinery Safety, Personal Protective Equipment, Electrical Material, etc. should be accompanied in all cases with the CE marking or equivalent that replaces it, the Declaration of Conformity - with an indication of the EN guidelines and standards that they fulfill, the User Manual in Spanish and any documentation required by legislation on the prevention of occupational risks.
- 7.4. If the Capital Good to be supplied poses any risk or hazard, the Supplier must clearly indicate this with labels, pictograms, explanatory references that are clearly visible in relevant places in accordance with legislation applicable at any given time in Spain and the EU, assuming all consequences that could derive for the failure to do so. Specifically, the Supplier will fully and accurately comply with all technical, identification and information requirements of the legislation cited above on the transportation of hazardous merchandise, packaging and labeling of preparations and substances, containers and packaging waste, fires, the environment and any other applicable ones.

8. QUALITY AND ENVIRONMENTAL REQUIREMENTS

- 8.1. Seat Group may require the Supplier to obtain the Registration Certificate according to the ISO-9001 Quality Standard, ISO-14001 on the environment or any others recognized by the VW Group as replacing these.
- 8.2. The Supplier must comply at all times with the standards and quality assurance/protection measures for the environment and technical conditions required by SEAT Group, performing all its deliveries in accordance with these. Each Work center where it operates will comply strictly with prevailing legislation on quality, environment and safety as well as with the specific requirements of the Work center.

The Supplier is furthermore obligated to comply with all legal requirements and regulations applicable to the product or service that it may supply or provide; not just those required by legislation of the country of origin of the supply, but also any required in accordance with the legislation of the country of delivery and destination, as appropriate, indicated by SEAT Group.

- 8.3. SEAT Group will be entitled to verify at any time that the tasks entrusted to the Supplier are being performed in accordance with the specifications for quality, the environment and technical conditions requested. For these purposes, the Supplier will allow access at all times to the technicians designated by SEAT to its factories and facilities to perform those verifications.
- 8.4. The Supplier must record the date and place, person in charge and necessary description on all quality and environment technical documentation in relation to the lists of hazards deriving from the tasks entrusted by SEAT Group that could affect the Safety and Health of individuals. The Supplier must have the results obtained in all quality controls performed, as well as the record of the degree of compliance with the requirements of prevailing legislation or regulations of SEAT Group itself. This documentation should be stored for the period established under the current law at any given time, and will be available upon the request of any official body or authority.
- 8.5. The Supplier must impose the same conditions on its subcontractors as SEAT Group requires of the Supplier with regard to quality, environment, Sustainability Requirements and regulatory compliance, without prejudice to the Supplier's direct and joint and several liability towards SEAT Group in all cases.
- 8.6. The Supplier must offer the same cooperation that SEAT Group offers national and foreign official agencies responsible for security, to examine technical requirements and test documents and any other requirements in force at any given time.

9. **SERVICE-LEVEL AGREEMENT (SLA)**

- 9.1. The Supplier will provide the Contractual Services in accordance with the technical description, the qualities and service levels agreed upon with the SEAT Group in the Agreement and, as appropriate, in the Service-Level Agreement.
- 9.2. So that SEAT Group may duly monitor and verify compliance with the service levels agreed upon in the SLA, and in general the status and degree of compliance with the Contractual Services and the attainment of the milestones and/or goals defined in the Agreement, the Supplier must propose and furnish the appropriate Management and Supervisory Tools and Key Performance Indicators, as well as the procedures or any other formalities necessary. These Management and Supervisory Tools and Key Performance Indicators should be accepted by SEAT Group and specified in the Agreement. Nevertheless, if at any time SEAT Group considers that the Management and Supervisory Tools and/or Key Performance Indicators proposed and furnished by the Supplier are inadequate, SEAT Group may require the Supplier to provide others that it considers more appropriate, and the Supplier agrees to accept them.
- 9.3. Furthermore and by mutual agreement, the Parties may review the initial values and even include new Management and Supervisory Tools and/or Key Performance Indicators for the adequate supervision of the Contractual Services, providing it is feasible to measure them. These modifications should be included in a written document, signed by the parties and incorporated into the Agreement. This document will include the date of the modification and the date of its entry into force.
- 9.4. Without prejudice to the above, the Supplier must use the utmost diligence to correct or facilitate the appropriate solution to any incident, error, suspension or poor functioning of the Contractual Services or breach of the Service-Level Agreement in accordance with the mechanisms and periods established in it.
- 9.5. Furthermore, in any case of breach of the Service-Level Agreement, the Supplier will immediately analyze the causes and provide SEAT Group with a report within the period agreed with SEAT Group from the end of the measurement period that contains the corrections and actions adopted by the Supplier to prevent the re-occurrence of the incident. In the event of reiterated breaches of the

Service-Level Agreement, the Supplier agrees to provide SEAT Group with an action plan to improve the Contractual Services, detailing specific measures to perform a specific supervision of the Contractual Services affected, ensuring the maintenance of the goals agreed, all without prejudice to any penalties for breach of the Service-Level Agreement or other compensation that may apply as agreed upon in the Agreement or pursuant to applicable legislation.

10. DEADLINES TO RENDER SERVICES RESULTING FROM A DELAY

10.1. The deadlines agreed to render the Contractual Services are essential and binding. If the circumstances change and it is no longer possible to meet these deadlines, the Supplier must immediately notify this in writing to SEAT Group. No delay will be considered effective unless agreed upon by both parties in writing.

10.2. If the Supplier fails to comply with a deadline to render Contractual Services or the delay of Deliverables, for reasons that are exclusively under its control, SEAT Group reserves the right:

10.2.1. To accept the continuity of the Contractual Services or delivery of these, applying a weekly penalty to the Supplier of 0.5% on the total amount of the Order up to a maximum of 5% of its total amount. All of which is without prejudice to the right of SEAT Group to damages for harm suffered or loss caused by the delay. In those cases in which the delay is owing to the transport managed by the Supplier, and this entails any damage for SEAT Group, SEAT Group may penalize the Supplier by charging the transport or other costs in which it may have incurred to resolve the situation.

10.2.2. To terminate the Contractual Services on its own or by means of third parties, following notice from SEAT Group to the Supplier. This decision will be binding for the Supplier as of its reception of the notice. If SEAT Group exercises this right, any expenses deriving from the performance of the Contractual Services by any entity other than the Supplier, as well as the cost of transport or any other expenses in which SEAT Group may directly or indirectly incur, will be the expense of the Supplier. For this purpose, SEAT will proceed to issue the corresponding bill for the total amount of these costs, for which the compensation scheme envisaged in this document will apply.

10.2.3. To consider the Order canceled, in which case notice from SEAT Group to the Supplier will suffice, as of which time the latter will be released from any obligation deriving from the terms of the Order. All of which is without prejudice to the exercise of any legal actions that correspond to SEAT and the claim for harm and loss.

11. APPROVAL OF THE CONTRACTUAL SERVICES AND/OR THE DELIVERABLES

11.1. If the parties agree that the Contractual Services or the Deliverables deriving from their execution are approved and, barring a specific regime to the contrary in the Agreement, the following paragraphs will apply:

- a) The Supplier must provide SEAT Group with written notice that the Contractual Services and/or the Deliverables are ready for approval and acceptance.
- b) The parties should then agree upon the site or the mechanism and time for delivery of the Contractual Services and/or the Deliverables.
- c) Unless, when the time comes, SEAT Group waives the acceptance tests in writing, these should be performed under real and/or simulated operating conditions. SEAT Group will agree upon the specific details and deadline for acceptance with the Supplier. SEAT Group may perform the tests directly or request the Supplier to perform these in its presence. As appropriate, the

Supplier is obligated to keep a record of all failures identified during the acceptance tests, which may be requested by SEAT Group at any time.

- d) If no failures or defects are recorded in those cases in which acceptance tests are necessary, SEAT Group will provide its written approval following the reception or access by SEAT Group to the Contractual Services and/or Deliverables. In any event, the fact that SEAT Group accepts a delivery or partial service does not mean that it does not have the right to deny its general acceptance.
- e) The Supplier must correct any failures that prevent SEAT Group from giving its approval as quickly as possible and in accordance with the periods established in the Service-Level Agreement, as of the notice of disapproval, and following the conclusion of that period the corrected Contractual Services or, as the case may be, a new version of the Deliverables should be resubmitted, following the rectification of any issues stated by SEAT Group. The provisions of this clause with regard to the approval process will also be applied to this new submission.

11.2. Unless stipulated to the contrary, if after two (2) repetitions of the procedure envisaged in this clause the Contractual Services and/or Deliverables submitted to the approval of SEAT Group are not accepted for failure to comply with the requirements of the Service-Level Agreement or other provisions of the Agreement, SEAT Group may choose between: (i) granting the Supplier a new opportunity to correct the defects of the Contractual Services and deliver the Deliverables and submit them to the acceptance and approval of SEAT Group as envisaged in this clause; (ii) relocating the development of the Contractual Services and/or Deliverables to the facilities of SEAT Group for those cases in which SEAT Group considers that a modification of the site would aid in their execution; or (iii) terminating the Agreement in advance (or part of the Agreement with regard to those Orders that cover the Services or Deliverables that have not been approved) according to the procedure in clause 22.1.1 b), for which the Supplier must compensate SEAT Group for any harm and loss caused.

11.3. The Supplier will withstand the risk to which the Contractual Services covered by the Order are subject through the moment of their effective delivery to SEAT Group.

12. REMUNERATION AND PAYMENTS

12.1. In exchange for the Contractual Services, SEAT Group will pay the price or the remuneration indicated in the Orders in relation to the Framework Agreement (if this exists) plus, as appropriate, the corresponding VAT or any other indirect tax or fee levied on the rendering of the Contractual Services in accordance with clause 13.

12.2. The payment of the Contractual Services for national as well as foreign suppliers will take place on the payment dates established in the Order. The standard form of payment will be on the 25th day of the month following reception of the bill by SEAT Group, unless another date is indicated in the Order or other documents furnished by SEAT Group.

12.3. The making of payments does not entail the acceptance by SEAT Group of the Contractual Services and/or Deliverables in terms of the conditions of quality, quantity or price, nor does it entail a waiver by SEAT Group of any rights that derive directly or indirectly from these ICT Terms of Procurement or from applicable legislation at any given time.

12.4. If the remuneration included in the Order is based on the number of hours worked, the Supplier must enter its working hours in a register for approval and signature by SEAT Group. Unless another, different deadline is agreed upon in the Agreement, the Supplier must send its records weekly for their review and, as appropriate, consent by SEAT Group.

- 12.5. Any expenses incurred by the Supplier on the occasion of the rendering of the Contractual Services will only be reimbursable if: (i) they are specified in the Order, (ii) SEAT Group has previously authorized the business trip and any costs of this in writing; and (iii) they are duly justified.
- 12.6. For the payment of a partial advance on the price or remuneration envisaged in the Order by SEAT Group, the Supplier must furnish a guarantee payable on first demand in favor of SEAT Group for the amount advanced in the terms and conditions established by SEAT Group. This bank guarantee will be issued in accordance with the template provided by SEAT Group together with the Order and should be previously reviewed and expressly accepted in writing by SEAT Group.

13. TAXES

- 13.1. All Contractual Services provided by Suppliers residing in Spanish territory are subject to Value Added Tax (VAT) at the general rate in force at the time the service is rendered.
- 13.2. If the Supplier is a non-Spanish resident, the following provisions will be applied: (I) all taxes of any type relating to the payments made by SEAT Group to the Supplier by virtue of the Contractual Services and that are required of the Supplier in its country of tax residence will be the expense of the Supplier. The above does not apply to payments withheld in the name and on behalf of SEAT Group in accordance with local or national legislation or, if a Double Taxation Treaty is in effect, in accordance with that Treaty.
- 13.3. SEAT Group will be obligated to verify, prior to each payment if so required by national legislation and, if the Treaty is in effect, to withhold this in the name and on behalf of the Supplier.
- 13.4. If SEAT Group must withhold any amount, it will have the following additional obligations: (I) SEAT Group will immediately notify the Supplier of this requirement, (ii) if a Treaty is in effect and envisages a reduced rate of withholding on account or exemption from this, SEAT Group will do everything possible so that the payment to the Supplier is taxed in accordance with the Treaty, (iii) SEAT Group will pay the competent authorities the entire amount that should be withheld in the name and on behalf of the Supplier, and (iv) SEAT Group will send the Supplier a certificate without delay, issued by the competent tax authorities, indicating that payment.
- 13.5. If the Supplier is a non-resident and if the provisions of a Double Taxation Treaty are applicable, it will be obligated to provide a certificate of residence issued by the Authorities of its country of residence.

14. BILLING

- 14.1. Billing will take place according to the conditions set forth in the Order.
- 14.2. Bills should be accompanied, as necessary, with any corresponding supplementary documentation and include the following information at minimum: (i) supplier code; (ii) Order number; (iii) purchase order number; (iv) breakdown of all concepts billed; (v) the account or accounts to be debited and the identification of the contracting SEAT Group entity; and (vi) include all those elements and data required by legislation in force at any given time.
- 14.3. All of the above is necessary for SEAT Group to pay the Supplier the bills referenced above. If the bill fails to comply with the above requirements, it will be canceled with a charge that will provide the Supplier with the reasons why that bill will not be paid. The Supplier must correct that bill by issuing a new one.
- 14.4. In any event, SEAT Group will not pay any quantity to the Supplier for Contractual Services that have not been performed pursuant to the terms agreed and/or have not been performed at all. In that case, the Supplier must immediately return any quantity to SEAT Group that it may have paid in advance.

14.5. When the Order indicates that billing will take place by an automated billing system, the bill will be prepared by SEAT Group. To do so the Supplier and SEAT Group will sign an agreement authorizing SEAT Group to issue and rectify the bill, as appropriate, in the name and on behalf of the Supplier, adapting to applicable legislation at all times.

15. INTELLECTUAL AND INDUSTRIAL PROPERTY REGIME

15.1. Supplier warranties with regard to the Contractual Services and Deliverables

15.1.1. In general and without exception, the Supplier expressly ensures SEAT Group that the Contractual Services and Deliverables, as well as all of the Infrastructure provided or made available by the Supplier to SEAT Group within the scope of the execution of the Agreement or to render the Contractual Services: (I) are and will be in accordance at any given time, overall as well as in terms of all elements comprising it, with regulations in force and, in particular, they do not and will not infringe any Intellectual and Industrial Property Right or similar right of third parties; and (ii) are not subject to claim, complaint, action or any proceeding whatsoever, even ensuring the freedom of their use and trade in Spain as well as abroad.

15.1.2. For this purpose, the Supplier warrants and agrees, by means of including the corresponding clauses in its agreements, whether employment or otherwise, with those individuals participating in any other activity relating to the rendering of the Contractual Services and the Deliverables, to obtain (assume all costs) all permits, authorizations and Intellectual and Industrial Property Rights with the scope necessary to ensure the full and peaceful operation and enjoyment of the Contractual Services and Deliverables by SEAT Group worldwide, as well as the allocation and assignment of any rights that may correspond to SEAT Group as established in the following conditions.

15.1.3. The Supplier must inform and obtain the prior, express consent from SEAT Group to include any element in the Contractual Services and/or Deliverables that is generated by a third party, by the Supplier itself or that may be protected by third-party Intellectual and Industrial Property Rights. Specifically, if the Contractual Services include the delivery by the Supplier of Standard Software, the system envisaged in clause 15.4 will be applied.

15.1.4. Any breach of these regulations or any restrictions caused to SEAT Group by these will determine that their consequences be directly assumed by the Supplier, with SEAT Group reserving the right to claim damages for harm suffered or loss caused. Specifically, the Supplier agrees to compensate and hold SEAT Group, its directors, executives and employees harmless from any loss, liabilities, harm and loss, expenses and costs (including legal costs) in which they may incur or are obligated to pay as a result of any action, claim or proceeding, public or private, brought against them in relation to the use and operation of the Contractual Services and Deliverables by SEAT Group.

15.2. Intellectual and Industrial Property Rights of SEAT Group

15.2.1. The Supplier recognizes and will observe the Intellectual and Industrial Property Rights and any other, similar ones belonging to SEAT Group, as well as the exclusive ownership of SEAT Group of those rights and the goodwill associated with them. None of these terms and conditions will be interpreted as a transfer, assignment or license of those rights from SEAT Group in favor of the Supplier. The Supplier will not state or do anything that may be construed as an indication that it is the holder of any of the rights held by SEAT Group or that it has any authority over these.

15.2.2. If, by express indication of SEAT Group, part of its Intellectual and Industrial Property Rights must be used within the scope of the Contractual Services or the Deliverables, the Supplier agrees as follows:

- (i) To use those rights in scrupulous respect at all times of the instructions of SEAT Group. For this purpose, the Supplier will exclusively give access rights to the affected Intellectual and Industrial Rights of SEAT Group to those third parties that SEAT Group has previously and expressly authorized. This information and material may only be used to provide the Contractual Services, and should be returned at the end of the Agreement or whenever requested by SEAT Group;
- (ii) To abstain from using these rights for purposes other than those expressly authorized by SEAT Group and, specifically, for the design, development, manufacture or rendering of services other than the Contractual Services and/or the Deliverables, or for the marketing or rendering of these to any third parties other than SEAT Group;
- (iii) To abstain from using, without authorization from SEAT Group, during the relationship covered by these terms and conditions as well as following its termination for any reason, any Intellectual and Industrial Property Rights that: (a) are identical, similar or equivalent; (b) entail a modification; (c) partially or individually copy any of the elements; or (d) may generate a risk of confusion or association, directly or indirectly, particularly in relation to the names, charts, logotypes, symbols, marks, designs or distinctive signs of SEAT Group (registered as industrial property rights in any registries or otherwise), as well as with regard to any other right of SEAT Group and/or its products and services; and
- (iv) Not to perform any action or adopt any measure whatsoever that may affect the validity of the Intellectual or Industrial Property Rights of SEAT Group. In particular, the Supplier agrees: (a) not to object to or commence any legal action whatsoever against Intellectual and Industrial Property Rights of SEAT Group; and (b) not to register or request registration, in its name or in favor of third parties, of any company name, trade name, establishment sign, domain name, mark, design, symbol, industrial or trade secret, patent or utility model that totally or partially includes or that could generate a risk of confusion or association, directly or indirectly, with the Intellectual and Industrial Property Rights of SEAT Group.

15.2.3. If the Supplier learns of any third-party claim in relation to the Intellectual and Industrial Property Rights on the Contractual Services and/or the Deliverables, or of any other circumstance that could affect the rights of SEAT Group, it will immediately notify SEAT Group of this and will abstain from taking any action against third parties without the prior and written consent of SEAT Group.

15.2.4. If the Intellectual and Industrial Property Rights of SEAT Group are used for purposes other than those appearing in the above points without the express consent of SEAT Group, or if the Supplier breaches any of the above obligations, SEAT Group will be entitled to claim damages for harm suffered and loss incurred. Specifically, the Supplier agrees to compensate and hold SEAT Group, its directors, executives and employees harmless from any loss, liabilities, harm and loss, expenses and costs (including legal costs) in which they may incur or are obligated to pay as a result of any action, claim or proceeding, public or private, brought against them in relation to any activities, by action or omission, carried out or allowed by the Supplier or any of its executives, agents or employees, in relation to the fulfillment of the obligations referenced above.

15.3. Ownership of the Results, Creations and Developments

- 15.3.1. The exclusive ownership, without geographic or temporal restrictions, of all rights to any Results that the Supplier or any person to whom the Supplier resorts for the fulfillment of its relationship with SEAT Group will correspond to SEAT Group, whether or not an employment relationship exists, whether it has invented, developed, discovered or participated in any other way, as a result of an activity that explicitly or implicitly constitutes the subject of the relationship of the Supplier with SEAT Group.
- 15.3.2. Furthermore, the Supplier exclusively and irrevocably assigns SEAT Group all operating rights to any Creations and Developments, obtained or developed by the Supplier within the scope of the relationship with SEAT Group or by any individuals who participate in it, whether they are Supplier employees or third parties contracted. The assignment established in this clause is valid for the entire duration of the rights and worldwide.
- 15.3.3. By means of the assignment, SEAT Group is attributed all operating rights (including, without limitation, the rights of reproduction, transformation, distribution, and public communication) to the Creations and Developments, in all forms of their exploitation and for all formats, media and supports, in any field of activity, whether it is the usual activity of SEAT Group or otherwise.
- 15.3.4. SEAT Group may exercise the rights to the Results and operating rights to the Creations and Developments as it sees fit, and may transfer, assign, or license them to third parties in the terms and conditions it considers advisable, without the need to inform the Supplier or obtain its consent, for commercial purposes or otherwise.
- 15.3.5. The Supplier must immediately inform SEAT Group of any Results or Creations and Developments obtained within the scope of the contractual relation with SEAT Group, and faithfully collaborate with SEAT Group to provide any documentation that may be necessary as well as cooperate in any other circumstance or event that SEAT Group may require, so that the latter may enforce the above rights to their full extent and, specifically, so that it may protect the Results or the Creations and Developments by means of the registries that it considers appropriate, with the Supplier agreeing not to censure, question or oppose these registrations, directly or indirectly.
- 15.3.6. With the exception of its use within the scope of execution of the Agreement, the Supplier does not hold any Intellectual or Industrial Property Right or any right to the Contractual Services and Deliverables and, therefore, may not use these or any of their parts directly or indirectly in any manner, without the prior, express and written consent of SEAT Group.
- 15.3.7. The remuneration envisaged in favor of the Supplier includes the allocation of rights to SEAT Group envisaged in the above terms, as well as any obligations of the Supplier resulting from these. The Supplier declares that it has been fully compensated and paid for these concepts, and will not have the right to claim any compensation or remuneration whatsoever for these, unless established by applicable legislation to the contrary.
- 15.3.8. The Supplier must provide SEAT Group during or, at most, following the termination of the Agreement or the rendering of the Contractual Services, as agreed, with the documentation and other elements to ensure the peaceful ownership of SEAT Group rights on the Deliverables, Results, Creations and Developments including, among others, the preparatory documentation, technical documentation and user guides, the source (except in the case of Standard Software) and/or object codes or computer program access codes, etc.

15.4. Standard Software License

15.4.1. The Supplier or, as appropriate, corresponding third parties, will maintain the ownership of the intellectual and industrial property rights to any Standard Software that may possibly be furnished by it for rendering the Contractual Services to SEAT Group in accordance with this Agreement and these ICT Terms of Procurement.

15.4.2. If the Contractual Services include the delivery or the placement of Standard Software at the disposal of SEAT Group by the Supplier by any means including downloads, the latter will grant SEAT Group (with regard to this) with a non-exclusive, irrevocable, sub-licensable usage license, worldwide and for the maximum validity period of these rights. Furthermore, this license will be sub-licensable to other companies of SEAT Group and to other equivalent companies if both parties so agree. Should the Supplier grant licenses for a limited number of users, and unless specified to the contrary, those users may use the Standard Software at the same time (concurrent use licenses). For the purposes of this section, “user” will refer to the employees of SEAT Group companies or third parties with a commercial relationship with those companies or that are contracted by them.

15.5. Open-Source Software

15.5.1. The Supplier agrees not to use any Open-Source Software that is subject to a Copyleft or similar license to render the Contractual Services. The use of any type of Open-Source Software will require the prior, written consent of SEAT Group, based on complete and precise information. Should the Supplier decide to use Open-Source Software to provide the Contractual Services, the Supplier agrees to comply with the following obligations: (i) to notify SEAT Group of the type of components it intends to use; (ii) to notify SEAT Group of the terms of the license and provisions applicable to those components and to provide SEAT Group with a copy of these; and (iii) to confirm that none of the so-called copyleft effects may cause the computer program overall to be considered Open-Source Software.

15.5.2. Insofar as the use of Open-Source Software is permitted as established above, the Supplier agrees to ensure that this use does not restrict or limit the use of the Contractual Services, Deliverables, Results, Creations and Developments that it intends to provide, deliver, develop or invent for SEAT Group, as established in the Agreement. If the terms and conditions of use and license of the Open-Source Software so require, the Supplier must provide the source code of that computer program to SEAT Group no later than the delivery date agreed.

15.5.3. If the Supplier chooses to use an Open-Source Software to render the Contractual Services without the prior written consent of SEAT Group or if that consent is obtained by using false or incomplete information, SEAT Group will be entitled to terminate the Agreement or require the Supplier to replace the Open-Source Software with equivalent (commercial) proprietary software. All of this without prejudice to a possible claim for harm and loss that could correspond to SEAT Group.

15.5.4. The Supplier agrees to compensate and hold SEAT Group, its directors, executives and employees harmless from any loss, liabilities, harm and loss, expenses and costs (including legal costs) in which they may incur or are obligated to pay as a result of any action, claim or proceeding, public or private, brought against them in relation to any activities, by action or omission, carried out or allowed by the Supplier or by any of its directors, executives or employees, for the use of Open-Source Software in breach of these ICT Terms of Procurement.

16. CONFIDENTIALITY, COMPUTER INFORMATION AND SECURITY PROTECTION POLICY

16.1.1. The Supplier agrees to maintain the utmost confidentiality and secrecy of the terms of the Agreement and the Confidential Information to which it has access or that is furnished to it

within the scope of the execution of the Contractual Services and indefinitely once the execution of these has finalized. Specifically but not exclusively, the Supplier agrees as follows: (a) not to disclose or notify third parties of the purpose or content of this, not even fragmented or partially, and to prevent unauthorized third parties from access to it; (b) to store that information, as well as any documentation relative to it, in a secure location to which only authorized individuals will have access; (c) to use that information solely and exclusively for the purpose sought by the Agreement; and (d) to immediately place at the disposal of SEAT Group, in the event of the termination of the Agreement and at its request, all Confidential Information in its possession, without keeping copies, summaries, extracts or samples of these.

16.1.2. Furthermore, the Supplier must ensure the implementation of adequate technical and/or functional measures to guarantee the protection of the Confidential Information and, in general, the fulfillment of the Agreement. To this regard and without prejudice to any other obligations that are applicable given the specific nature of the Contractual Services, the Supplier will comply with the Computer Information and Security Protection Policy of SEAT Group, that it should accept and return duly signed prior to commencing its Contractual Services. SEAT Group may regularly update the requirements of its Computer Information and Security Protection Policy, and the Supplier will be in responsible of remaining informed to this respect and implementing any changes. Furthermore, if requested of it, the Supplier must provide proof of compliance with the requirements referenced above.

16.1.3. In terms of IT security and/or cybersecurity, the Supplier furthermore agrees to comply with the following: (i) any legislation according to the specific nature of the Contractual Services (specifically, but not exclusively, with Spanish Royal Decree Law 12/2018, of September 7 on security of network and information systems, which transposes Directive (EU) 2016/1147 of the European Parliament and of the Council of July 6, 2016 concerning measures for a high common level of security of network and information system across the Union; (ii) the standards, codes of conduct, and/or computer security ISOs that are customary for the sector; (iii) to use anti-virus computer programs or others that make it possible to detect the presence and/or eradicate any virus, malware, computer worms, Trojans or other, similar ones prior to the start and during the rendering of the Contractual Services; (iv) to employ the latest technologies to adequately protect SEAT Group systems from unauthorized access by third parties (like “hackers”) and unwanted data transmissions (like “spam”) and particularly those included in the Computer Information and Security Protection Policy; (v) to follow the guidelines on cybersecurity that will be provided to the Supplier by SEAT Group.

16.1.4. The Supplier must immediately inform SEAT Group about: (I) any risk or hazard to the data, the information and/or system security; (ii) any breach or violation of the NDA or Computer Information and Security Protection Policy; and (iii) any other circumstance that poses a threat or unauthorized access to the Confidential Information in its possession, for which it should immediately adopt the appropriate measures in all cases for its rectification, all without restricting or suspending the rendering of the Contractual Services. The Supplier will assume all expenses and after coordinating with SEAT Group, will adopt the necessary countermeasures without interfering or limiting the rendering of the Contractual Services.

16.1.5. Should the Supplier need to access the SEAT Group Infrastructure to render the Contractual Services, this access will be previously authorized in writing and the SEAT Group Infrastructure may only be used in accordance with the security guidelines and Computer Information and Security Protection Policy of SEAT Group. Any expense deriving from that use will be assumed by the Supplier.

17. RIGHT OF AUDIT

17.1.1. The Supplier grants SEAT Group the right, exercisable at all times with prior notice, to access its facilities to inspect and audit all information relative to the Contractual Services and, in general, to any commercial transactions between the Supplier and SEAT Group, as well as its computer security and data storage measures. These inspections may be conducted directly by SEAT Group or by third parties contracted by SEAT Group for that purpose, always during normal working hours and in the facilities of the Supplier. The Supplier must assume the cost of those audits if any breach of the Agreement is revealed, unless that breach is not due to a cause attributable to the Supplier.

18. LIABILITY

18.1.1. The Supplier agrees to compensate and hold SEAT Group fully harmless, without any limitation or restriction whatsoever, from any harm or loss (including loss of profit), expense or costs (including any legal costs) deriving from any actions, complaints, claims, sanctions or, in general, from any type of proceedings directly or indirectly relating to: (I) any defective and/or negligent performance in the rendering of the Contractual Services or for non-performance, by the Supplier or its employees or subcontractors of any obligation of the Supplier by virtue of the Agreement; (ii) the use and operation of the Contractual Services and other Intellectual and Industrial Property Rights of SEAT Group on its behalf; (iii) the infraction of Intellectual and Industrial Property Rights or any other third-party rights attributable to the Supplier; (iv) breach by the Supplier of any employment obligation relative to wages, prevention of occupational risks, Social Security or of any other type with regard to the staff involved in the rendering of the Contractual Services; and (v) breach by the Supplier of any obligation stipulated under the current law and specifically but not exclusively, legislation on intellectual and industrial property, personal data protection, consumer defense and protection, e-commerce and the rendering of information society services.

18.1.2. Although SEAT Group may authorize the subcontracting of all or part of the Contractual Services, the Supplier will be held directly and jointly and severally liable to SEAT Group for the breach, defective and/or negligent performance of its obligations by the subcontractor. The Supplier guarantees that all its subcontractors will be obligated to comply with all obligations assumed by the Supplier within the scope of the Agreement, and that the subcontractors will be held jointly and severally liable to SEAT Group for those obligations in the event of breach.

18.1.3. The amounts payable by the Supplier to SEAT Group for the penalties stipulated in the Service-Level Agreement will be separate from any compensation for harm and loss required by SEAT Group in the event of the breach of the Supplier obligations by virtue of this Agreement.

19. DATA PROTECTION

19.1.1. Any capitalized terms that are not otherwise defined in this Clause will have the meaning envisaged in the GDPR or, otherwise, the meaning given to them in the Agreement.

Any capitalized terms that are not otherwise defined in this Clause will have the meaning envisaged in the GDPR or, otherwise, the meaning given to them in the Agreement.

19.1.2. Processing assignment with the Supplier

Any processing of SEAT Group personal data performed by the Supplier in the name and on behalf of the former will be governed by the Processing Assignment Agreement, which will form an integral part of the Agreement and will be included in it as **Appendix III**.

19.1.3. Joint controller status among the companies of the Volkswagen Group

Within the scope of the Volkswagen Group procurement process, the companies of the Volkswagen Group work jointly and closely for increased efficiency. To this regard, they have defined the principles and have reached an agreement, in accordance with section 26 of the GDPR, by which they will jointly process the personal data of the Supplier and its representatives that are included in the consortium procurement system, as joint controllers. Therefore, the joint controllers have jointly established the means and purposes of the processes, and will act and process the personal data jointly.

The joint control among the companies of the Volkswagen Group is necessary since all of them use, in the procurement processes, the same operating systems, databases, platforms, and infrastructure systems of joint use worldwide, for more efficient management of the procurement process.

The companies of the Volkswagen Group that take part in the joint controller agreement for the use of the joint procurement system have agreed upon specific technical and organizational measures, as well as specific obligations for each one, to enable the implementation of the GDPR. The procurement system used by the companies of the Volkswagen Group will be maintained and managed by Volkswagen AG and AUDI AG, which will be responsible for implementing and maintaining the appropriate technical and organizational measures, as well as for ensuring the security of the personal data. Without prejudice to the above, all companies of the Volkswagen Group have implemented the appropriate technical and organizational measures for the appropriate use of the procurement system and processing of personal data in keeping with the principles of the GDPR. Therefore SEAT, as a company of the Volkswagen Group that collects and processes the data, has implemented the appropriate technical and organizational measures, including those devoted to ensuring the confidentiality and integrity of the personal data.

19.1.4. Personal data categories

The Volkswagen Group companies will jointly process the following data of the Suppliers, their representatives and their employees:

- Contact information and job post;
- Consortium system usage data;
- Identification and contact data;
- Contractual data and data relative to the corresponding agreements; and
- Bank and credit information.

15.5 19.1.5. Purpose of processing

All personal data of the Supplier, with the exception of the consortium system usage data, will be processed by the joint controllers for commencement and execution of the commercial relationship between the corresponding Volkswagen Group company and the Supplier.

The consortium system usage data will be processed by the companies of the Volkswagen Group to ensure their correct operation and ongoing improvement.

15.6 19.1.6. Legal basis

The companies of the Volkswagen Group will process the personal data of the Supplier to commence and execute the commercial relationship with the Supplier, the legal basis for which for this is the execution of the contractual relationship with it or the taking of pre-contractual measures at its request, a purpose that is strictly necessary for execution of the Agreement.

On the other hand, the legal basis for the processing the personal data of the Supplier within the scope for the use of the consortium systems of the Volkswagen Group will be the legitimate interest of the Volkswagen Group companies to ensure the functionality and integrity of the shared procurement systems. The legitimate interest of the companies of the Volkswagen Group is aligned with the interests and rights of the personal data subjects, since they benefit from the efficiencies and synergies created by the analysis of the data and security entailed by sharing the same procurement system with all companies of the Volkswagen Group.

No automated decisions that may affect the data subjects will be taken.

19.1.7. Storage period

The personal data will be stored for the entire term of the Agreement and for the time required to fulfill the legal and contractual obligations pertaining to its performance. Once the time necessary for compliance with the legal and contractual obligations regarding the execution of the Agreement has elapsed, the personal data will be erased. Volkswagen AG and AUDI AG will be the Volkswagen Group companies responsible for erasing the personal data of the consortium systems.

19.1.8. Recipients

The personal data of the Supplier will be processed by the Volkswagen Group companies within the European Economic Area. The European Economic Area is composed by the EU member countries, as well as Iceland, Norway and Liechtenstein. The GDPR is directly applicable in this area.

The personal data of the Supplier will also be processed by companies of the Volkswagen Group outside the European Economic Area, where the joint controller agreement among them will ensure compliance with the principles and precepts of the GDPR. Furthermore, any processing of the personal data of the Supplier outside the European Economic Area will comply with the Standard Contractual Clauses approved by the European Commission.

In addition, the personal data of the Supplier will be processed by those third parties to which the companies of the Volkswagen Group are legally or contractually bound to notify (as in the case of third-party service providers to which any service has been entrusted associated with the management or execution of the Agreement and that the companies of the Volkswagen Group have carefully selected in consideration of their scrupulous compliance with applicable data protection standards).

19.1.9. Exercise of rights

Within the scope of their joint controller status, the companies of the Volkswagen Group are particularly conscious of their duty of information and response to requests for rights.

The Suppliers, their representatives and employees may exercise, in the terms established by legislation in force at any given time, the rights of access, rectification and erasure of data, as well as request to restrict, object to or request the portability of their personal data by sending a written notice to the following email address: master.data@seat.es. Anyone wishing to exercise their rights should clearly indicate the right they wish to exercise, their given name, surnames and a copy of the national identification number or similar document accrediting them. They may also file a complaint with the data protection agency.

20. **ADVERTISING BAN AND TRADE SECRECY**

20.1.1. The Supplier may in no case, in its own interest or that of third parties, mention, publish or in any way announce its activities with SEAT Group or use the brand, logotype, distinctive signs, company name, commercial name or any other Intellectual or Industrial Property Right of SEAT Group in any advertising medium, without the prior, express and written authorization of SEAT Group. Therefore, the Orders and all commercial and technical and other type of details regarding the Contractual Services should be treated confidentially by the Supplier.

21. **SUBCONTRACTING**

21.1.1. The Supplier must have the prior and written approval of SEAT Group before subcontracting or delegating the rendering of the Contractual Services to third parties. The obligations that the Supplier assumes by virtue of the Agreement should be transferred to and expressly accepted by any third parties it subcontracts.

21.1.2. The Supplier must, if requested by SEAT Group, provide proof of its compliance with the above terms. The Supplier may not entrust the rendering of the Contractual Services to an individual working freelance. The Supplier will compensate the SEAT Group and release it from any liability in relation to any complaint filed by a third party deriving from the breach of these terms.

21.1.3. If the Supplier requires the participation of a third party in the rendering of the Contractual Services, the Supplier must ensure the peaceful use by SEAT Group of the Contractual Services. To this regard, the participation of a third party in rendering the Contractual Services and Deliverables should be performed in accordance with clause 15 (Intellectual and Industrial Property Regime) of these ICT Terms of Procurement.

22. **TERMINATION**

22.1.1. The Agreement will terminate upon the occurrence of any of the following circumstances:

- a) By mutual agreement in writing between the Parties.
- b) At the choice of the complying party, for the total or partial breach of any of the obligations legally or contractually established. In this case, if performance is still possible, the party *in bonis* will provide the other party with written notice of its breach and of the desire of the former to terminate the Agreement if the party in breach fails to correctly perform within a period of thirty (30) days of the reception of the notice. Should that period expire without the breach being remedied, the notifying Party may terminate the Agreement by written notice to the party in breach, and to claim any damages that

may correspond to it. When compliance is no longer possible, the Agreement will terminate upon the reception of the written notice indicating the desire to terminate it and the grounds for this.

- c) SEAT Group may terminate the Agreement at any time, without any reason, by written notice at least three (3) months prior to the date of termination. In this case, SEAT Group need only pay the price that corresponds in accordance with the stipulations of the Agreement.
- d) SEAT Group may terminate the Agreement if there is a change in ownership of public/private limited liability company shares or a change of control of the Supplier. "Control" is understood as: (i) the power to manage the financial and operating policies in order to obtain profits from its activities; or (b) a relationship between two or more persons that falls within any of the circumstances envisaged in section 42 of the Commercial Code.
- e) In any event, SEAT Group may terminate the Agreement for reiterated or substantial breach of the Service-Level Agreement that is applicable to the Contractual Services.

22.1.2. In all of the above cases, the written notice will suffice and the effect and termination of the Agreement will be immediate, unless the parties agree to the contrary.

23. CONSEQUENCES OF TERMINATION

23.1.1. In the event of the early termination of the Agreement for any of the circumstances envisaged in clause 22, the Supplier will assume the costs deriving from the termination of the Agreement in accordance with the Output/Migration Phase regulated in clause 24. Furthermore, all rights and obligations contained herein will cease and terminate. However, the discharge or termination of the Agreement will not affect:

- (i) Any Contractual Services underway. Those Contractual Services will continue to be rendered through their conclusion in the terms envisaged in the corresponding Order; and
- (ii) The obligations imposed on the Supplier that, in accordance with their nature or the terms of these ICT Terms of Procurement should exceed termination and, specifically (but not exclusively), the Intellectual and Industrial Property Regime (clause 15), Confidentiality, IT information and security protection (clause 16), Liability (clause 18), Output Phase and Migration/Transition Plan (clause 24) and Applicable Law and Jurisdiction (clause 33).

24. OUTPUT PHASE AND MIGRATION/TRANSITION PLAN

24.1.1. Upon the termination of the Agreement for any reason, the Parties will develop and agree on the Migration/Transition Plan. The Supplier agrees to provide all Contractual Services in accordance with the conditions and the requirements stipulated in the Agreement and, specifically, to comply with the Service-Level Agreement. Under no concept may the transition and migration cause unplanned interruptions or a decrease in quality of those Contractual Services.

24.1.2. The quality of the Contractual Services and compliance by the Supplier with its obligations by virtue of the Agreement should not be affected during the termination period. With respect to transition and migration, the Supplier will conduct the necessary tasks according to the

specifications of the applicable Transition/Migration plan and will perform those tasks without disrupting or causing any unnecessary impact to the businesses and activities of SEAT Group.

- 24.1.3. Unless the parties agree to a different deadline, the Transition/Migration Plan will have a term of six (6) months. The fees to render this support during the Output Phase by the Supplier are included in the Agreement price and SEAT Group will not be obligated to pay any additional fees unless SEAT Group expressly requires the rendering of supplementary or additional transition services.
- 24.1.4. SEAT Group will be entitled to supervise, verify and participate in the transition and migration.
- 24.1.5. SEAT Group will be entitled to temporarily suspend the transition and/or migration if it considers that: (i) the Supplier is liable for the fact that the transition and/or migration fails to comply with the requirements stipulated in the schedule agreed or in the Transition/Migration Plan; (ii) the execution of the transition and/or migration by the Supplier does not adapt to the periods established in the Transition/Migration Plan or has a negative impact on SEAT Group companies; or (iii) the transition or migration is causing a significant disruption (barring disturbances planned by common agreement) within the corporate setting of SEAT Group.
- 24.1.6. The Supplier will facilitate a transfer of know-how with regard to the Contractual Services, in order to simplify the rendering of the Contractual Services by SEAT Group or a third supplier. This transfer will include, without restriction: (i) training the staff appointed by SEAT Group (in the manner mutually agreed by the parties) in terms of the execution of the Contractual Services to be transferred, as well as of the information relative to the Contractual Services that is reasonably necessary for startup the Transition/Migration Plan; (ii) delivering non-confidential information on the Infrastructure (and its component parts) used to render the Contractual Services, the type and qualifications of the Supplier staff employed to render the Contractual Services, as well as any other that may be necessary for SEAT Group or other third supplier to assume responsibility for the Contractual Services; (iii) to provide SEAT Group or any third supplier with sufficient access to the Infrastructure and other resources used by the Supplier in rendering the Contractual Services.
- 24.1.7. Furthermore, the Supplier will carry out all actions requested by SEAT Group to achieve a smooth handover of the operational responsibility for the Contractual Services to SEAT Group and/or to any third supplier designated by SEAT Group. This will include, without restriction, the delivery to SEAT Group and/or any third supplier of all relevant information available, data and documentation necessary to render the Contractual Services or that are the property of SEAT Group, as well as any reports on the location, support profiles and documentation relative to the monitoring of incidents; the rendering and coordination of the support to SEAT Group and/or any third supplier to notify the processes to be followed before, during and after the transition, providing any supplementary support if reasonably requested by SEAT Group to ensure the continuity of the activities.

25. EXPORTS AND CUSTOMS

- 25.1. If the Contractual Services and/or Deliverables provided in accordance with the Agreement are intended, expressly or, in the opinion of the Supplier, for export, the Supplier must (at no additional charge) include any documentation with the delivery that allows SEAT Group to provide the required data and perform any action necessary in accordance with export control standards from the EU, United States, Spain or other countries and any other pertinent legislation on export control.

- 25.2. The Supplier agrees to observe and comply with legal requirements on taxes and customs relative to Origin, Export Control and Authorized Economic Operator detailed below (Clauses 25.3,25.4 and 25.5), and agrees that its employees will observe these within the scope of their contractual relationship with SEAT Group. Likewise, in the event of subcontracting with third parties, the Supplier agrees to inform them of legal requirements on taxes and customs mentioned above and to require their respect within the scope of their commercial relationship with SEAT Group.
- 25.3. The Supplier agrees to observe and comply with the following legal requirements on the subject of taxes and customs relative to Export Control:
- 25.3.1. The Supplier is obligated to inform SEAT Group of any restriction to export or export permit issued in the country of manufacture and/or the country in which the merchandise is dispatched.
- 25.3.2. The Supplier is obligated to inform SEAT Group of any obligation to obtain a permit (“Permit Obligations”) under the export and re-export from the USA (Including EAR99 articles), as well as any obligation to obtain a permit for dual-use products and munition in accordance with EU law or to the national provisions of legislation on foreign trade. For these purposes, the supplier will provide SEAT Group with the following information:
- (i) Export control classifications on the basis of, but not limited to: EU export list, lists subject to dual-use legislation of the EU in its latest version applicable, export control classification number (ECCN) according to the Export Administration Regulations (“EAR”) and other national classifications.
 - (ii) Existing procedural simplifications, as appropriate.
- 25.3.3. If the merchandise is considered US merchandise in accordance with US legislation (manufacture or storage in US; manufacture with US technology or parts), the Supplier will provide SEAT Group with the following additional information:
- (i) Need for an export permit to export from the US and the conditions required for this.
 - (ii) Use and/or application of procedural simplifications. For example, but not limited to permit exemptions.
- 25.3.4. The Supplier must report the goods and/or components from USA included with the delivered goods (“Contents from USA”). Within this context, the Supplier will explicitly indicate the US Contents controlled by EAR. Furthermore, the Supplier must provide complete documentation for calculation of the de minimis percentage.
- 25.3.5. The measures and laws mentioned in this clause apply to controlled goods as well as to the technologies, software and services relating to them.
- 25.3.6. Specifically and in addition to clause 25.6, the Supplier will provide SEAT Group with all documents required to apply for the permit, and will appoint a person of contract in the event of any doubt.
- 25.3.7. These obligations will continue to apply following the conclusion of the commercial relationship.
- 25.4. The Supplier agrees to observe and comply with the following legal Requirements on the subject of taxes and customs relative to Origin:

25.4.1. If the head office of the Supplier is registered outside the EU and the country dispatching the merchandise has a free trade agreement with the country of destination, the Supplier must comply with the following obligations:

- (i) The Supplier must obligatorily indicate, for each part number, whether the merchandise delivered is original merchandise in keeping with the corresponding free trade agreement and, in the case of deliveries from Turkey, the Supplier must indicate if the merchandise is in free movement.
- (ii) The Supplier must furnish proof of the status of preferential origin and/or free movement.
- (iii) If the Supplier fails to issue that proof, even if it has confirmed preferential origin and/or free movement status, SEAT Group reserves the right to collect any additional costs from the Supplier resulting from the increase in import duties.

25.4.2. If the head office of the Supplier is registered in the EU, the Supplier must comply with the following obligations:

- (i) The Supplier agrees to exclusively provide SEAT Group with merchandise of preferential origin from the EU that fulfill the requirements of EU free trade agreements.
- (ii) In the proposal, the Supplier must make a binding statement with regard to the status of preferential origin.
- (iii) The Supplier is obligated to declare the preferential, non-preferential and US AALA origin of all merchandise delivered to SEAT Group and its subsidiaries by means of a long-term Supplier declaration. This long-term Supplier declaration should be issued, at the latest, in relation to the first delivery.
- (iv) The Supplier must inform SEAT Group immediately and in writing of any alteration that takes place in the course of the year.
- (v) The Supplier must renew the long-term Supplier Declaration, without a prior request, every year with a minimum validity period of one calendar year.
- (vi) For all merchandise with a minimum value of €50 and at the request of SEAT Group, the Supplier must declare the value of the materials without preferential origin used in the manufacture of the delivered good.
- (vii) If the Supplier fails to comply, or does not comply in due time, with the above obligations, or if the information on the status of preferential origin provided in the proposal is contradictory, SEAT Group reserves the right to withhold payment of the billed amount until the long-term Supplier Declaration is issued.
- (viii) The Supplier is exclusively responsible for proving the origin and any breach of that responsibility will be shifted to the Supplier. The furnishing of any documents requested will constitute an essential requirement for the payment of bills.

25.5. When the item of purchase may be materially realized, the Supplier agrees to observe and comply with the following legal Requirements on taxes and customs relative to an Authorized Economic Operator:

25.5.1. In accordance with legal requirements, the Supplier is obligated to produce, store, process, terminate and load the merchandise produced, stored, transported or delivered in the name of the client, or accepted by the client, in secure facilities and transport terminals, and to protect

that merchandise from unauthorized access during the production, storage, processing, finishing, loading and transport. The Supplier must guarantee that the staff used to produce, store, process, terminate, load, transport and accept that merchandise is reliable.

25.5.2. The Supplier will instruct any trade partners acting in its name that they are likewise obligated to adopt measures to ensure the above supply chain. If the Supplier has issued a security declaration confirming its compliance with the security requirements envisaged in this clause or if it has obtained an OEA certification number, the declaration of OEA certification number, as the case may be, will be submitted to SEAT Group upon request.

25.6. The Supplier must provide SEAT Group with all required documents relative to legal requirements on taxes and customs (Clause 25); and should appoint at least one person of contact to address any issue relative to this.

25.7. SEAT Group provides the following contact data so that the Supplier may contact SEAT Group for any issue regarding its tax and customs obligations provided in Clause 25.

(i) For any matter regarding legal Requirements on taxes and customs relative to Export Control (Clause 25.3.), the Supplier will address:

- SEAT Export Control (export.control@seat.es).

(ii) For any matter regarding legal Requirements on taxes and customs relative to Origin (Clause 25.4.), the Supplier will address:

- SEAT Supplier Declaration (supplier.declaration@seat.es).

(iii) For any matter regarding legal Requirements on taxes and customs relative to Authorized Economic Operator (Clause 25.5.), the Supplier will address:

- SEAT ES DL Import (importacion@seat.es) y
- SEAT ES DL Export (exportacion@seat.es)

26. ASSIGNMENT

26.1.1. The rights and obligations deriving from the Agreement may not be assigned by the Supplier.

26.1.2. It is expressly agreed that no credits deriving from supplies to SEAT Group may be assigned or delegated in any way by the Supplier.

26.1.3. SEAT Group may assign any of its rights deriving from the Agreement, from these ICT Terms of Procurement and/or from the documents that may replace or supplement them to any Company of the VW Group. Furthermore, SEAT Group may subrogate to any claim that any company in the VW Group may have against the Supplier for any concept. Therefore the Supplier, as of now and for that time, authorizes that assignment/subrogation for all purposes and agrees to address any claim that it may receive from those companies deriving from the Contractual Services supplied to SEAT Group or other company of the VW Group, as well as accept any charges for those concepts that SEAT Group or any company of the VW Group may make in the current account open for the Agreement or any type of relation with the Supplier. For this purpose, the Supplier, as of now and for that time, expressly authorizes SEAT Group and any other Companies of the VW Group, insofar as necessary, to issue the corresponding bills and offset their amounts with any debts that the Supplier may have with them deriving from any relation.

26.1.4. The Supplier agrees, as a prior and necessary requirement to contracting the services of any other supplier that is to take part in the production process of the Contractual Services commissioned by SEAT Group, either as supplier or manufacturer, to obtain from the other supplier the express acceptance of the assignment and offset mentioned in clause 27, so that SEAT Group as well as any Company of the VW Group may, by virtue of these ICT Terms of Procurement, either claim from the Supplier or directly from the suppliers of the Supplier, the total amount that corresponds for any concept, as well as make any appropriate offsets and charges from the current accounts that, as appropriate, they maintain with the Supplier or with each one of the suppliers. The non-acceptance by the suppliers of the Supplier to the assignment and offset mentioned above will give the right to the immediate termination of the Agreement, at the choice of SEAT Group, without prejudice in all cases the right of SEAT Group to claim a refund from the Supplier for any harm and loss caused as a result of that termination.

26.1.5. Clause 26 will apply to the Supplier as well as to any successive suppliers of any level that take part in the production process of the Contractual Services, with the Supplier and its suppliers having the responsibility to ensure that all participants in the production process of the Contractual Services accept clause 26 in its entirety, as well as the rest of these ICT Terms of Procurement.

27. OFFSETTING

27.1. If SEAT Group must make any charge to the Supplier as a result of any provisions of these ICT Terms of Procurement or the Orders, the Supplier, as of this time and for then, expressly accepts that SEAT Group will issue the corresponding bill to it and offset its amount with any debts that SEAT Group may have with it or increase any credit in favor of SEAT Group, all with the subsequent current account entry.

28. ENTIRE AGREEMENT AND CONTRACTUAL VARIATION

28.1.1. This Agreement constitutes the entire agreement between the Parties on the date of its entry into force, regarding the matters contained in it, and replaces and repeals any other previous agreements in relation to its purpose. All appendices form an integral part of the Agreement and have the same validity and effect as if they were included in the main body of the Agreement. Amendments to this Agreement must be made in writing and signed by the Parties.

29. WAIVER

29.1.1. No waiver by the parties of any of the rights under this Agreement or resulting from its breach will exist unless the waiver is made expressly and in writing.

29.1.2. If any Party waives any of its rights under this Agreement or deriving from any breach by the other Party pursuant to the above paragraph, this waiver may in no way be interpreted as a waiver of any other right deriving from this Agreement or from any breach by the other Party, even though they may be similar.

30. NOTICES

30.1. All communications and notices made by the parties pursuant to or in relation to this Agreement must be made in writing, in Spanish, and by: (a) hand-delivery with written confirmation of its reception by the other party; (b) notarial channels; (c) bureaufax; or (d) mail or email, as well as by any other means, providing that it provides a record in all cases of its proper reception by the recipient or recipients.

31. LANGUAGE

- 31.1. These ICT Terms of Procurement are executed for all purposes in Spanish, without prejudice to any translations that may be made to other languages for informative purposes. Therefore, the only valid and binding version of the ICT Terms of Procurement between the parties will be the Spanish version.

32. SEVERABILITY AND INCORPORATION OF CLAUSES

- 32.1. The unlawfulness, invalidity or ineffectiveness of any of the clauses of these ICT Terms of Procurement will not affect the validity of the rest, provided the rights and obligations of the parties deriving from them are not essentially affected. Essential is understood as any situation that is seriously detrimental to the interests of any party or that affects the purpose itself of the ICT Terms of Procurement. These clauses must be replaced with or combined with others that are consistent with the law and fulfill the purpose of the replaced clauses. The parties waive any claim for damages that may be brought in that scenario.

33. GOVERNING LAW AND JURISDICTION

- 33.1. This Agreement will be governed exclusively by Spanish law.
- 33.2. The Parties agree to resolve any conflicts deriving from or relating to the Agreement before the courts of the city of Barcelona, and expressly waive any other jurisdiction that may be available to them.

34. REGULATORY COMPLIANCE AND SUSTAINABILITY REQUIREMENTS

- 34.1. In compliance with its obligations deriving from the agreements executed with SEAT Group, the Supplier guarantees to observe any applicable national and international legislation at all times.
- 34.2. The Supplier is familiar with the “Requirements of the Volkswagen Group for sustainability in relations with its trade partners (Code of conduct for trade partners)” available for consultation in the Cooperation > Sustainability section of the <http://www.volkswagengroupsupply.com> website, and agrees to observe these and to ensure their respect by its employees within the scope of their contractual relationship with SEAT Group. Furthermore, in the event of subcontracting with third parties, it agrees to provide them with these “Requirements of the Volkswagen Group for sustainability in relations with its trade partners (Code of conduct for trade partners)” and to require their respect within the scope of their contractual relationship with SEAT Group. SEAT Group considers that the compliance with the requirements formulated in this document is essential for the corresponding contractual relationship. If any SEAT Group trade partner fails to comply with these requirements, SEAT Group reserves the right to finalize the trade relationship with it by immediate discharge.
- 34.3. Furthermore, the Supplier is familiar with SEAT Group Code of Conduct, available for consultation in the official SEAT Group website in Spain (<http://www.seat.es/content/es/brand/es/compania/conducta.html>) and agrees to consider that the employees and collaborators of SEAT Group respect the principles, values and guidelines included in it within the scope of its contractual relations with the Supplier.