

VOLKSWAGEN GROUP OF AMERICA CHATTANOOGA OPERATIONS, LLC

CONSULTING SERVICES AND CONTRACT LABOR TERMS AND CONDITIONS

Effective February 28, 2023

**VOLKSWAGEN GROUP OF AMERICA
CHATTANOOGA OPERATIONS, LLC**

**CONSULTING SERVICES
and
CONTRACT LABOR AGREEMENT**

This Consulting Services and Contract Labor Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 20____ (the “Effective Date”) by Volkswagen Group of America Chattanooga Operations, LLC, with its principal place of business at 8001 Volkswagen Drive, Chattanooga, Tennessee 37416 (“VWChatt”); and _____, a _____ corporation, with its principal place of business located at _____ (“Consultant”).

Consultant will provide professional consulting services as agreed between the parties and as set forth in the attached Attachment A, “Negotiation Minutes” (“NMM”) and Attachment B “Project Proposal”. The following terms govern this Agreement for all consulting services and contract labor provided to VWChatt by Consultant:

1. Description of Services.

Consultant agrees to provide the person(s) set forth in Attachment B to perform the Services as set forth in Attachment B under the direct supervision of VWChatt. The person(s) set forth in Attachment B, (whether singular or plural, “Consultant’s Employee”) is/are employees of Consultant or of Consultant’s sub-contractor. Under normal circumstances, all hours worked by Consultant’s Employee will be performed on VWChatt’s premises. Any work performed away from VWChatt premises shall be pre-approved in writing by VWChatt. VWChatt may advise Consultant in writing and in advance (or so note in Attachment B) of any restrictions on the number of hours to be worked by the Consultant’s Employee.

2. Invoicing.

Invoices will be rendered monthly, or as otherwise scheduled in Attachment B. Compensation for Consultant's Employee's services hereunder shall not be due until after such services are actually performed, and to VWChatt's reasonable satisfaction. VWChatt will be invoiced for all time spent performing the Services at the rates set forth in the NMM, and for any other expenses provided in the NMM. Sales tax may be billed in certain locations as mandated by law, but shall be itemized separately on the invoice. Payment shall be due within the time period set forth in the NMM.

3. Term and Termination.

This Agreement will become effective on the date stated above and shall continue in full force and effect for the duration of the project or as otherwise provided in the NMM, unless terminated by either party pursuant to sections (a) or (b) herein. Notwithstanding such effective date;

- a. This Agreement shall terminate automatically on the occurrence of Consultant's bankruptcy or insolvency, sale of the business, or unauthorized assignment of the project services.
- b. VWChatt may terminate this Agreement and the attached Schedules for any reason upon 30 calendar days' written notice to the Consultant. VWChatt shall pay Consultant for all hours actually performed by Consultant up to and including the date of termination.

4. Obligations of Consultant.

- a. Independent Contractor. Consultant's (and its Employee's) status shall be that of an independent contractor, and not that of a servant or employee of VWChatt. Neither Consultant nor its Employees shall represent that it is, nor claim to be, acting in the capacity of an officer, employee, agent, representative, or servant of VWChatt. Consultant and its Employee shall not make any claim, demand or application for any right or privilege which might be claimed, demanded or applied for by a person standing in any such relationship with VWChatt, including, without limitation, workers compensation, group insurance, liability insurance, disability insurance, unemployment insurance, sick leave or other leave, health plans, severance pay, social security, salary, bonuses, payment for overtime, retirement plan membership or credit for any like benefit under applicable law, collective bargaining agreement or custom. Consultant and its Employee shall have no authority to create any obligation of any kind, express or implied, on behalf of VWChatt unless specifically authorized to do so in each particular instance, in writing, signed by a corporate officer of VWChatt. Consultant alone shall be responsible for any obligation to withhold taxes or any other amount from the payments to be made to Consultant hereunder or from the payments to be made by Consultant to personnel. If Consultant's Employee makes any claim against VWChatt based on the allegation that he or she was or is a common law employee (or similar status) of VWChatt, and is therefore entitled to certain employee benefits, then Consultant shall defend and indemnify VWChatt against such allegations.
- b. Insurance and Licenses. Consultant shall obtain and maintain any and all licenses, permits, certificates, or other grants or documents that are required by any regulatory body of any State in which such services will be rendered. Consultant shall maintain Workers' Compensation and General Liability insurance in force applicable to its Employee and will insure that VWChatt is named as an additional insured party. Consultant shall supply Certificates of Insurance to VWChatt upon request. Consultant guarantees that its Employee is legally able to work in the United States and that all I-9 or similar forms have been completed and retained according to law.
- c. Training Obligations. Consultant shall ensure and document that its Employees receive proper training on the subjects of: anti-discrimination; confidentiality; business ethics; antitrust; anti-corruption; occupational health or safety.
- d. Duties. Consultant and its Employee shall devote their best efforts, skill, time, and attention to performing the services set forth in the NMM. Consultant and its Employee shall abide by all VWChatt rules regarding proper employee uniforms, conduct, safety, parking, building access, identification badges, etc.

- e. Assignment. Consultant shall not assign, in whole or in part, any of its obligations under this Agreement without the express written consent of VWChatt, which consent may be withheld at VWChatt's sole discretion.

- f. Indemnity. Consultant agrees to indemnify, hold harmless, and defend VWChatt, its parent, subsidiaries, and affiliates; their respective predecessors, successors, and assigns; and their respective officers, directors, agents, employees, and representatives, individually or collectively, from and against any and all suits, actions, legal proceedings, claims, demands, charges, costs and expenses of whatever kind or character including, but not limited to, attorneys' fees and expenses, arising out of or related to (a) a breach by Consultant or its Employee of any provision of this Agreement; (b) any act or omission of the Consultant or its Employee in performing any Services (whether through negligence, fault, or strict liability in tort); or (c) the status of the Consultant or its Employee with respect to VWChatt unless such employee reasonably acts upon representations made by VWChatt, VWChatt's employees, or VWChatt's written corporate plans, policies, or procedures. Consultant is not responsible for indemnifying VWChatt for any loss caused solely by the negligence of VWChatt's employees. Notwithstanding the foregoing, the parties agree that the sections 4 (a), (b) and (e) shall be mutual.

Upon receipt of any claim falling within Consultant's obligation to defend and indemnify, VWChatt will promptly forward such papers to Consultant and will provide reasonable assistance to Consultant.

- g. Confidentiality. VWChatt may provide to Consultant and its Employee certain confidential information concerning its vehicles, business processes, or other information that VWChatt deems to be confidential. Consultant agrees that it and its Employee shall keep all such materials confidential, except for the following exceptions: disclosures which (a) are consented to in writing in advance by VWChatt; (b) are to professional advisors of Consultant on a need-to-know basis, and then only pursuant to a confidentiality undertaking identical to this one; (c) are of information which has been made public through no act or omission of Consultant; (d) are of information which has been given to Consultant by a person other than VWChatt or by any of VWChatt's personnel and who are not bound by any confidentiality obligation with respect thereto; or (e) pursuant to compulsory process, after notice to VWChatt in sufficient time to permit VWChatt to challenge such disclosure at its own expense. Consultant will not copy or reproduce confidential materials except with VWChatt's written permission and will return all materials to VWChatt upon completion of the services.

- h. Mutual non-solicitation. Consultant agrees that neither it nor its Employee shall endeavor to influence VWChatt's employees to seek employment with Consultant during the term of this Agreement and for one-year thereafter.

- i. Equal Opportunity Employer. Consultant shall not discriminate against any individual on the basis of race, age, sex, disability, national origin, sexual orientation, religion, or any other immutable characteristic; and Consultant shall abide by all applicable employment laws.

5. Work For Hire

Consultant agrees that all work performed and services rendered under this Agreement are performed on a “work for hire” basis, meaning that all services, improvements, discoveries, inventions, or reductions to practice made by Consultant or its Employee are the exclusive property of VWChatt. Further, Consultant and its Employee shall promptly disclose to VWChatt any improvements, discoveries, inventions or processes referred to above and, where required, shall take whatever reasonable steps may be required to formally transfer ownership of the same to VWChatt.

“Work For Hire” shall not include inventions, developments and other intellectual property not conceived at the behest of or performed during the service hours contracted by the Client. Examples of areas that do not fall under “ownership of work product clause” may include such items as training courseware material and productivity tools.

6. Replacement of Consultant’s Employee

Upon VWChatt’s request, Consultant shall replace any Employee who is not performing to VWChatt’s reasonable expectation. In the event of such replacement, VWChatt shall not be charged for any time required by a replacement Employee to become acquainted or familiar with the project to which the Employee is assigned.

7. General Provisions.

- a. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and sent prepaid by Certified Mail, Return Receipt Requested, or by overnight delivery service having a reliable means of delivery confirmation, addressed as follows:

If to VWChatt: Volkswagen Group of America
Chattanooga Operations, LLC
8001 Volkswagen Drive
Chattanooga, TN 37416
Attention: _____

Copy to: Volkswagen Group of America
Chattanooga Operations, LLC
Office of General Counsel
8001 Volkswagen Drive
Chattanooga, TN 37416

If to Contractor:

Notices shall be deemed given upon the delivery confirmation date.

- b. Complete Agreement. This Agreement supersedes all prior understandings and agreements of the parties with reference to the matters set forth herein and there shall be no modification of this Agreement unless in writing signed by all parties.

- c. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement or breach thereof will be settled by arbitration in accordance with the rules of The National Center for Dispute Resolution, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- e. Attorney's Fees. Should either party bring any action, either in court or in arbitration to enforce or adjudicate any of the terms of this Agreement, the losing party shall pay to the prevailing party its costs and reasonable attorney's fees.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Without waiving or otherwise compromising the agreement to arbitrate, the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Commonwealth of Virginia.

IN WITNESS WHEREOF, Contractor and VWChatt have executed this Agreement as of the date first set forth above.

VOLKSWAGEN GROUP OF AMERICA CHATTANOOGA OPERATIONS, LLC

By: Date

Print: Its:

By: Date

Print: Its:

CONSULTANT

By: Date

Print: Its:

By: Date

Print: Its:

**Attachment A
Negotiation Minutes**

**Attachment B
Project Proposal**

(To be added for the specific project)