PROFESSIONAL SERVICES AGREEMENT

**VOLKSWAGEN GROUP SALES MIDDLE EAST FZCO**

**and**

**[SERVICE PROVIDER]**

**This SERVICES AGREEMENT (“Agreement”)** is madeon **[TO BE COMPLETED] 2024.**

**Between**

**VOLKSWAGEN GROUP SALES MIDDLE EAST FZCO (“VWGSME”)**, Dubai Airport Free Zone, West Wing, Building 8WA-Office 101, PO Box 27758, Dubai, United Arab Emirates.

**And**

**[TO BE COMPLETED]**, a UAE registered company whose registered office is at **[TO BE COMPLETED]**, registered with **[TO BE COMPLETED]** under number **[TO BE COMPLETED]**, duly represented by **[TO BE COMPLETED]**.

(hereafter referred to as "**Service Provider**")

(VWGSME and Service Provider hereafter collectively referred to as the "**Parties**" or, individually, a "**Party**")

**WHEREAS:**

**(A)** VWGSME is a leading global automotive company dedicated to the marketing and sale of Audi and Volkswagen products in the Middle East and region.

**(B)** Service Provider is a company specializing in **[TO BE COMPLETED]**.

**(C)** The Parties have agreed that Service Provider will provide certain services to VWGSME in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing facts and objectives, and the mutual promises set forth below, the Parties hereto covenant and agree upon as follows:

# Services

# Service Provider undertakes to provide VWGSME with all of the services described in Schedule 1 of the Agreement (the “Services”), in accordance with the terms of the Agreement.

# The Services are to be provided by the Service Provider are provided for in Schedule 1 attached to this Agreement.

# The Service Provider is appointed by VWGSME on a non-exclusive basis. VWGSME shall at all times have the right to appoint additional suppliers and services providers other than the Service Provider to provide services to VWGSME relating to the services contemplated in this Agreement. The Services shall be provided by the Service Providers in a manner consistent with the highest standards of quality.

**OPTIONAL Clause in case of deadlines Delete if not applicable**

**Option 1:**

# The Service Provider shall provide the Services according to the time schedule agreed between the Parties and as follows:

* **[TO BE COMPLETED]**;
* **[TO BE COMPLETED]**;

**Option 2:**

The Service Provider shall provide the Services according to the time schedule agreed between the Parties and as provided in **Schedule 2.**

# Undertakings/Quality

# The Service Provider shall:

1. provide the Services using all due care and skill;
2. render the Service in a timely fashion;
3. comply at all times in all material respects with all applicable laws, regulations and safety guidelines of all governmental and regulatory authorities which are in force in United Arab Emirates or the territory which the Services are to be performed;
4. apply such time, attention, resources, trained personnel and skill as may be necessary for the due and proper provision of the Services;
5. act VWGSME’s best interests and avoid conflicts of interest and promptly notify VWGSME of any conflicts of interest which arise. Any breach of this shall be considered a material breach for the purposes of termination;

# The Service Provider shall plan, supervise, manage and execute all aspects of the Services to the satisfaction of VWGSME and shall continuously keep VWGSME updated on the Services.

# The Service Provider acknowledges that VWGSME will be relying upon the accuracy, competence timely performance and completeness of the Services.

# The Service Provider it will, in carrying out the Services ensure the relevant requirements of any statute, statutory instrument, order, regulation, code, decree or other legislation having effect by applicable law or custom or practice are complied with;

# The Service Provider will keep detailed records of all activities undertaken in connection with the provision of the Services and will at the VWGSME’s request make them available for inspection and/or provide copies thereof;

# Service Provider shall perform the Services as a reasonable and prudent operator, i.e., a person seeking to perform its contractual obligations in good faith as an expert in its field and in so doing and in the general conduct of its business exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a reputable operator in the same business and under similar circumstances and conditions.

# Each individual involved in the performance of the Services on behalf of Service Provider must have all the qualifications, skills and experience that are necessary to perform the Services in accordance with the terms of the Agreement. In the event that any such individual performing any part of the Services do not, in the reasonable opinion of VWGSME, meet these criteria, VWGSME may ask Service Provider that another qualified person be appointed by the Service Provider to perform the Services, at no extra cost for VWGSME.

# The Service Provider shall comply with the reasonable requests of VWGSME in respect of the performance of the Services.

# The Service Provider shall, at its own expense, supply everything necessary for the performance of its obligations under this Agreement and commit whatever level of resource is necessary to achieve them;

# The Service Provider shall seek and obtain the consent of VWGSME prior to any reorganization or the changing of any of the key personnel providing the Services.

**Optional clause when specific individuals are required to perform the Services: Delete if not applicable**

[The Service Provider shall ensure the personnel listed below perform the Services which persons are hereby designated as key personnel under this Agreement:

Name: Function:

* **[TO BE COMPLETED]**;

# The agreed schedule for the performance of the Services constitutes an essential term without which VWGSME would not have contracted. Accordingly, failure by Service Provider to meet an agreed deadline shall result in:

1. Service Provider being liable to VWGSME for the payment of liquidated damages in the amount of two percent (2%) of the remuneration for the Services for each working day of delay, capped to twenty percent (20%) of the remuneration;
2. VWGSME being entitled to terminate the Agreement and to claim additional damages from Service Provider; and
3. VWGSME being entitled to appoint a third party to complete the Services at the expense of the Service Provider. The Service Provider undertakes to fully indemnify and reimburse VWGSME for all related expenses and costs for such work being conducted by a third party.

# The Service Provider shall inform VWGSME of any probable delay in performing the Services, as soon as it has knowledge thereof.

# Representations and warranties

# Service Provider expressly represents and warrants to VWGSME that:

1. it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, or where it has its principal place of business and is fully qualified and empowered to own its assets and carry out its business;
2. the person signing the Agreement on its behalf is a legal representative of Service Provider and has the full right and authority to bind Service Provider on the terms of the Agreement;
3. it shall perform the Services shall be performed with proper professional skill and care and in accordance with this Agreement, good industry practice and to the reasonable satisfaction of VWGSME;
4. under all applicable laws, Service Provider may perform the Services and all the obligations under the Agreement and these obligations will constitute valid and binding obligations on Service Provider in accordance with their terms;
5. Service Provider is duly licensed by competent authorities to provide the Services. The Service Provider undertakes to maintain such license for the term of this Agreement.
6. it will provide the Services in accordance with all applicable laws and regulations;
7. it is not an official or employee of, paid client or advisor to, or representative of any governmental, legislative, or regulatory entity or otherwise has any conflict of interest that would compromise the Service Provider’s ability to provide the Services to VWGSME or would create an appearance of impropriety in regard to Service Provider’s performance of the Services.
8. it will not make any payments or provide anything of value, directly, indirectly, or through any other means whatsoever, to any official or employee of any governmental, legislative, regulatory entity, or use any illegal, unethical, or improper methods, in connection with this Agreement.
9. no part of any payments by VWGSME to the Service Provider pursuant to this Agreement may be used, directly, indirectly, or through any other means whatsoever, in order to procure any benefit from any government employee or for any illegal, unethical, or improper purpose, whether or not in connection with this Agreement, and the Service Provider warrants that it will not use any such funds in a way that violates this Agreement.
10. It is not a party to any contract or other arrangement which would cause it to breach the Agreement;
11. It has not entered into and will not enter into, during the term of the Agreement, any contract or other arrangement of similar content with any competitor of VWGSME;
12. the Services do not constitute an infringement of any intellectual property rights or any other proprietary right of any third party in the territories concerned;
13. Service Provider expressly warrants its Services for a period of 12 months against any defects of any nature.

# Remuneration & Payment

**Select one of the options and delete the other:**

**Option 1 – lump sum:**

# The total fees and remuneration for the Services shall be a total of [TO BE COMPLETED] (“Fees”) as a lump sum payment. The Fee will be deemed to be inclusive of all costs, expenses, consumables, overhead, profit and the like. No further payment of any nature shall be due to Service Provider for the performance of the Services.

# Upon payment of Fee, all Services rendered by the Service Provider shall be settled once and for all and in their entirety. In particular, the Service Provider shall not have any claim to additional compensation and/or extra charges of any kind whatsoever. Any costs and expenses shall be solely borne by the Service Provider.

# The Fee shall be paid as follows:

[●] % upon signing of the Agreement

[●] % upon **[TO BE COMPLETED]**

[●] % upon **[TO BE COMPLETED]**

**Option 2 – broken down fee:**

# The total fees and remuneration for the Services shall be as follows: [TO BE COMPLETED] (“Fees”).

# Upon payment of Fee, all Services rendered by the Service Provider shall be settled once and for all and in their entirety. In particular, the Service Provider shall not have any claim to additional compensation and/or extra charges of any kind whatsoever. Any costs and expenses shall be solely borne by the Service Provider.

# The Fee shall be paid as follows:

[●] % upon signing of the Agreement

[●] % upon **[TO BE COMPLETED]**

[●] % upon **[TO BE COMPLETED]**

# Subject to advance approval of costs as provided below, the Service Provider may be reimbursed for documented costs that have been necessary and approved in advance by VWGSME.

# Incurred costs, such as third party costs, travel and/or accommodation expenses reasonably incurred by Service Provider or in the course of the Agreement will be reimbursed to Service Provider by VWGSME, provided that all of the following conditions are met:

1. the costs (including the type of expenses and their amount) must be approved beforehand by VWGSME in writing prior to them being incurred; and
2. Service Provider must provide VWGSME with the corresponding documentary evidence (invoices, receipts, etc.) supporting such cost.
3. no markup of the costs for any reason shall be allowed.

# In no event shall VWGSME be liable for any costs and expenses that it has not approved in advance.

# VWGSME shall pay any undisputed invoice by the 5th of every month as long as the invoice has been submitted before the 15th of the previous month, otherwise by the 5th of the following month. All invoices are to be sent via email to [invoice.vwgsme@vwgme.com](mailto:invoice.vwgsme@vwgme.com) and hard copies to VOLKSWAGEN GROUP SALES MIDDLE EAST FZCO, Finance Department, P.O. Box 27758, Dubai Airport Free Zone, Dubai, United Arab Emirates.

# VWGSME shall be entitled to retain all or part of the Fee in the following instances:

1. Service Provider has not performed the Services according to the Agreement; or
2. The Service Provider is in default of some or all of its obligations; or
3. VWGSME is not accepting the Services due to defective workmanship or services; or
4. The Service Provider has assigned part or all of its obligations without the consent of VWGSME; or
5. The Service Provider has appointed a subcontractor without the consent of VWGSME when required; or
6. Any subcontractor of the Service Provider approved by VWGSME is under breach of its obligations in this Agreement.

# Term

# The Agreement shall become effective on [TO BE COMPLETED] and shall remain in force until [TO BE COMPLETED] after which it shall automatically terminate without any need for notice.

# Any renewal of the Agreement must be made in writing and any renewal amendment shall be duly signed by each Party.

# Termination

# Without prejudice to any other damages, rights or remedies to which it may be entitled, VWGSME shall be entitled to terminate this Agreement, without payment of any compensation of any nature, by way of registered mail with acknowledgement of receipt, without any obligation to carry out any further formality or initiate any court proceedings, if the Service Provider is in breach of any of the provisions of this Agreement, provided that a written notice to remedy (only if breach is capable of remedy) the breach has been sent to the Service Provider and that the breach has not been remedied within thirty (30) days from that notice.

# Without prejudice to the terms of Article ‎6.1 above, the Agreement may also be terminated by either Party in accordance with the terms of ‎Article 8 (“Force Majeure”).

# Without prejudice to the terms of Article ‎6.1and Article ‎6.2 above, the Agreement may be terminated by VWGSME in any of the following circumstances:

1. subject to mandatory provisions of any relevant law, a receiver (or equivalent) is appointed over a substantial proportion of the property or assets of Service Provider; or
2. subject to mandatory provisions of any relevant law, Service Provider makes any voluntary arrangement (or equivalent) with its creditors or becomes subject to an administration order (or equivalent); or
3. Service Provider goes into liquidation or ceases, or is likely to cease, to carry on business.

# Without prejudice to the foregoing terms of Article ‎6.1, VWGSME shall also have the unilateral right to terminate this Agreement or increase/reduce the scope of Services for any reason and for convenience without cause by providing a thirty (30) day written notice to Service Provider. In case of termination under this Article, the Service Provider shall use its best efforts to avoid or reduce any costs and expenses incurring. VWGSME shall be liable to only pay the part of the Fees incurred until such time that the termination notice has been provided. In case of change of scope of Services, the Fees will be adjusted accordingly.

# Audit

# VWGSME and or its appointed auditors/advisors whether an external third party or internally selected audit function reserve the right, giving appropriate notice in writing no less than 48 hours, to audit and remove copies of any records as described above.

# The Service Provider shall maintain accurate and up to date records relating to all matters relevant to the relationship between the parties described in this Agreement including the calculation of the price agreed and the provision of the Services outlined.

# VWGSME reserves the right to remove any records, physical or digital which we reasonably require to conduct the aforementioned audit activity.

# The Service Provider shall provide full co-operation, access and assistance to the appointed auditors or advisors. Any audit will be carried out at the cost of VWGSME however the Service Provider may involve their own appointed representative, Auditor or advisor at their own cost, in said audit.

# Only one Audit will be concluded in a 12-month period. VWGSME may waive this clause if they believe the Service Provider to have breached pertinent regulation, overcharged in anyway or is found to be in breach of this Agreement.

# If during the course of the audit it is found that the Service Provider has not met its obligations, duties, warranties or undertakings, VWGSME may, at its sole discretion: (i) cancel this Agreement with immediate effect; or (ii) grant the Service Provider a reasonable grace period of no less than 48 hours to rectify the findings. In the latter case, if the Service Provider fails to rectify the findings within the provided grace period, VWGSME will be entitled to terminate with cause the Agreement, with immediate effect, in addition to any other available remedies.

# The Service Provider shall maintain complete and accurate records of all costs, expenditures, disbursements and other cost items charged to VWGSME or establishing the basis for an invoice and in respect to an Agreement, for a minimum of four (4) years from the date of final payment to the Service Provider. All such records shall be clearly identifiable.

# Force majeure

# Neither Party shall be responsible for a failure to perform its contractual obligations under the Agreement, if such failure is due to a Force Majeure event within the meaning of UAE governing law.

# The Party claiming to be affected by a Force Majeure event shall make its best efforts to mitigate the consequences of that event and shall notify in writing the other Party of the occurrence of the Force Majeure event as soon as practically possible.

# The Parties shall promptly examine the consequences of the Force Majeure event and try to find a way to resume the performance of the Agreement.

# If the Force Majeure event lasts for more than one (1) month and failing any agreement between the Parties, either Party may terminate this Agreement upon written notice to the other Party, without any obligation to carry out any further formality or initiate any court proceedings. The Agreement would then be terminated without any indemnity or damages due by either Party to the other.

# Liability

# Service Provider shall indemnify, defend and hold harmless VWGSME, its parent companies, subsidiaries and other affiliates and each of their officers, directors, agents and employees from and against any and all actions, costs, claims, liabilities, losses, expenses and/or damages, including, without limitation, attorneys’ fees and expenses, arising out of, or in any way relating to (a) any acts or omissions of Service Provider in connection with this Agreement, (b) the breach by Service Provider of any of their obligations under this Agreement or (c) the failure of any representation or warranty made by the Service Provider in this Agreement to be true and correct when the same was made. This indemnification shall survive the expiration or early termination of this Agreement.

# Service Provider shall remain fully liable vis-à-vis VWGSME for any breach of the Agreement by its subcontractors and/or partners involved in the performance of the Agreement and for any resulting damage.

# Insurance

# Service Provider shall take out and maintain in force during the term of the Agreement adequate levels of insurance with a first-ranking and duly licensed insurance company of internationally recognized repute to cover potential liabilities which it assumes under this Agreement, covering all types of damage which may be caused to VWGSME or any third parties by Service Provider or its representatives, partners or subcontractors.

# Service Provider shall also obtain and maintain all those insurances required by applicable law for purposes of performance of this Agreement including but not limited to public liability and workman’s compensation insurance.

# Service Provider’s insurance coverage must be valid through the entire duration of the Agreement.

10.4 Service Provider shall provide VWGSME with evidence of the foregoing insurances.

# Non-solicitation

Service Provider shall not hire or otherwise employ, directly or indirectly (including through any company which controls it or which it controls), any VWGSME employee who has been involved in the negotiation and/or the performance of the Agreement, in whole or in part, during the term of the Agreement and during a period of 18 (eighteen) months following its termination for any reason.

# Confidentiality

# Each Party undertakes to keep the existence and the terms of this Agreement or any confidential information received from the other Party or any information which comes to the notice of it in relation to the other Party and/or any of its subsidiaries and associated companies strictly confidential. Further, each Party undertakes, from the signature date of this Agreement and throughout the term of the Agreement, and during five (5) years following the termination of the Agreement for any reason whatsoever, not to disclose or divulge to any third party by any means whatsoever (unless in compliance with any applicable legislation or regulations or under a final court decision) any information relating to this Agreement (including its existence, its purpose, its provisions and any information relating to the negotiations which led to the signature of this Agreement), as well as any information proprietary to the other Party which is communicated by that other Party or which the recipient has otherwise obtained under or in connection with the Agreement.

# Each Party undertakes to communicate any information covered above only to those of its employees or representatives who need to know that information for the purpose of signing and/or performing this Agreement and to take all necessary steps (either by way of contractual arrangements or otherwise) to ensure that its employees and representatives strictly comply with this confidentiality undertaking which shall be binding upon them individually.

# Public announcements

# Service Provider undertakes not to make any public statement, communication or press release relating to the Agreement or the fact that is a service provider to VWGSME without VWGSME’s prior written consent.

# Service Provider shall not use VWGSME’s intellectual property rights, including VWGSME name or the name of any of VWGSME’s affiliates and/or any of VWGSME products in any external publication or any advertisement without VWGSME’s prior written consent.

# Service Provider shall not use VWGSME’s name or that it is or has provided services to VWGSME in any of its publications, marketing material, websites, brochures, and the like, in any manner (including electronic or written format) without the express consent of VWGSME.

# Independent Parties

# Each Party is an independent entity – both legally and financially – and acts under its sole responsibility under the Agreement.

# This Agreement does not consist of, amount to or create an association, a company or a joint-venture (whether de facto or by agreement) between the Parties or a power of attorney from either Party to the other or an agency agreement or an employment contract.

# Intellectual Property

# Each Party shall withhold the ownership of all its rights and intellectual property rights (such as, but not limited to, patents, trademarks, model rights, plans and documents) involved, or necessary for the other Party, in the performance of the Agreement.

# Nothing contained in this Agreement shall be construed to grant Service Provider any express or implied right or license with respect to VWGSME’s intellectual property, proprietary rights, confidential information or products. All proprietary rights, including but not limited to, trademarks, rights of literary and artistic property, patent, design and model rights, know-how and trade secret rights, or other rights of equivalent nature used for or relating to VWGSME products shall remain the exclusive property of VWGSME and Service Provider shall not acquire, by virtue of the Agreement, any ownership or any license or any other right whatsoever on VWGSME products.

# Service Provider guarantees VWGSME against all claims resulting from the possession and/or use of the deliverables to be provided by Service Provider as part of the Services, including any claim based on unfair competition rules or any claim alleging an infringement of intellectual property rights of any third party.

# All results (i.e. intellectual property rights, materials and data generated during the performance of the Agreement or resulting from a project) - whether partial, provisional or final - related to the Services shall be deemed as work for hire and be the exclusive ownership of VWGSME as soon as they are obtained, for the entire duration of the legal protection pertaining to the rights attached to those results.

# If the results include rights of literary and artistic property, Service Provider transfers to VWGSME on an exclusive basis, all the commercial rights attached thereto, which shall include (without limitation) the right to reproduce, represent, modify, adapt, translate and market, in any form and in any manner whatsoever, the results concerned, on a worldwide basis and for the entire duration of the legal protection pertaining to these rights. On completion of the Services, Service Provider shall cease to use the results. The remuneration due to Service Provider in relation to this transfer of rights is included in the global remuneration set out in Article 4 above.

# Assignment - Sub-contracting

# Service Provider shall not assign, totally or partially, for any reason whatsoever and under any form whatsoever, its rights and obligations under this Agreement to any third party without VWGSME’s prior written consent.

**Option 1 – no subcontracting without consent (for agreements that subcontracting not foreseen).**

# Service Provider shall not subcontract all or part of its obligations under this Agreement without VWGSME’s prior written consent.

**Option 2 –subcontracting with conditions allowed Delete if not applicable**

# Subject to the Article [●] Service Provider shall, at its exclusive responsibility and liability, have the right to appoint subcontractors to assist in the provisions of the Services.

# In case of appointment of any subcontractor(s) by the Service Provider the following provisions shall apply:

1. Service Provider shall remain primarily liable to VWGSME for the performance by its subcontractor of its obligations under this Agreement and shall be deemed as a guarantor of such subcontractor;
2. Service Provider shall be solely responsible for payment of any sum due to its subcontractor;
3. Service Provider shall be responsible for compliance with all applicable laws and regulations pertaining to the involvement of such subcontractor in the performance of the Agreement;
4. Any appointment of subcontractor(s) whose services exceed a value of **[TO BE COMPLETED]** shall be subject to the advance approval by VWGSME of such subcontractor(s) prior to their appointment. For values above **[TO BE COMPLETED]** quotations from three different subcontractors and vendors shall be necessary.
5. The Service Provider shall at all times have the overall responsibility and liability to the VWGSME for any such services provided by subcontractors it appoints; any work or service performed by these subcontractors shall be regarded as work or Service of the Servicer Provider.
6. The Service Provider shall enter with each subcontractor into a written confidentiality agreement similar in scope and effect to the requirements of Article 16 hereof.
7. The Service Provider shall ensure that the terms of engagement of any subcontractor shall be in accordance with the terms and conditions set forth in this Agreement and/or the respective purchase order and the applicable law. Any rights created by subcontractors in relation to this Agreement must be transferred to VWGSME.
8. The Service Provider shall submit to the VWGSME at its request the list of all its subcontractors providing their services for the Service Provider in relation to this Agreement.
9. Upon request of the VWGSME, the Service Provider shall explain to the VWGSME the process of selection and respective selection criteria for subcontractors used for carrying out the Services under this Agreement.
10. VWGSME may at any time and for any reason require that the Service Provider dismiss the subcontractor and continue performance of the Services itself;
11. Service Provider shall keep VWGSME fully indemnified against any acts or omissions of such subcontractor and the provisions of Article 9 shall apply; and
12. Service Provider shall warrant the work of any subcontractor for a period of twelve (12) months after its conclusion;

# VWGSME may assign all or part of its rights and obligations under the Agreement to any of its affiliates or entity within its Group companies, without Service Provider’s consent. Should the case arise, VWGSME will inform Service Provider accordingly.

# Compliance with law

# In performing the Services, Service Provider shall comply at all times with all applicable laws in the territories in which the Services are to be provided.

# Corruption and Anti-bribery

The Service Provider will not, and nor will any of its officers, employees or representatives, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which:

(a) would violate anti-corruption or bribery legislation in the local jurisdiction of operation or the European Union;

(b) a reasonable person would otherwise consider to be unethical, illegal or improper.

The Service Provider represents, warrants and undertakes that it and its associated parties have not engaged in any Act of Corruption prior to the date of this Agreement.

# For the purposes of this Article 17.2, the following definitions apply:

**Act of Corruption -** means to give, offer, receive, or agree to receive (in isolation or together) payment, gratuity, or other advantage, in business with the public or private sector, that: (i) violates (or had the intention to violate) Anti-Corruption regulations (ii) influences (or had the intention to influence) any person to act or has improperly rewarded any person for acting contrary to the expectation of good faith, impartiality or trust; or (iii) influences (or had the intention to influence) a governmental authority to grant or retain an advantage in the conduct of the Company’s and/or its subsidiaries’ business;

# VW policies

The service Provider agrees that it has carefully reviewed and understood and will fully comply at all times with the latest version of the Code of Conduct for Business Partners (as published on www.vwgroupsupply.com), as well as any other policy informed by VWGSME to the Service Provider from time to time.

# Data Protection

# The Service Provider will comply with all applicable requirements of the data protection legislation in the local jurisdiction of operation and international including the European Union where applicable.

# The Service Provider will ensure adequate data protection provisions are complied with and that personal data is only processed for the purpose of fulfilling the terms of the contract.

# Where the Service Provider processes personal data, the Service Provider will ensure that a suitable data processing agreement or data sharing agreement (as applicable) is enacted. The Service Provider will obtain the approval of VWGSME if they wish to process the data for any other purpose.

# In all cases, where data is being processed, VWGSME will be named data controller and the Service Provider is the data processor.

# The Service Provider will not be entitled to appoint any third-party processor of personal data under this agreement without the express written consent of VWGSME.

# The Service Provider will not transfer any personal data outside of the local jurisdiction unless they obtain prior written approval from VWGSME.

# In the event of breach or loss of personal data, the Service Provider will inform VWGSME within 24 hours of the occurrence of the breach.

# Upon termination or cessation of the contract, the Service Provider agrees to delete all data unless there is a legal reason to retain, and process said data. Agreement to retain the data shall be sought from VWGSME prior to retention and processing.

# For the purposes of this Article 18, the following definitions apply:

1. **Data Protection Legislation** – any data protection or privacy legislation in the local jurisdiction and including the European Data Protection Legislation where applicable.
2. **Personal Data** - any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly.

# Entire agreement

# This Agreement, including its recitals and its Annexes, forms the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements, representations, understandings and discussions between the Parties as regards the Services. The General Terms and Conditions of the Service Provider (if any) do not apply to the Agreement.

# No amendment or waiver of any provision of this Agreement shall be binding on any Party unless made in writing and duly executed by an authorized representative of each Party.

# Severability

If any provision of this Agreement is held under a final Court decision to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof.

# No waiver

Failure by either Party to notify the other Party of a breach of any provision of the Agreement or to enforce any of its rights under the Agreement shall not constitute a waiver of any continuing breach and/or of those rights. A waiver by either Party of a breach of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same provision or any other provision of the Agreement.

# Notices

Unless otherwise provided in this Agreement, any notice required to be given by either Party to the other shall be in writing and shall be deemed validly served (i) by hand delivery against receipt; or (ii) by email; or (iii) by registered mail sent to the address or email of the addressee or to such other address or email as may be notified from time to time for the purpose of this Article.

# Applicable law

This Agreement is governed by UAE law as applied in the Emirate of Dubai.

# Jurisdiction

In the event of any dispute arising of this Agreement, either party may by notice in writing to the other require that the disagreement or dispute be referred to and finally resolved by arbitration under the rules of the Dubai International Arbitration Center (the “Rules”), which Rules are deemed to be incorporated by reference within this Clause. The tribunal shall consist of one arbitrator to be agreed by the parties or, failing such agreement, shall be appointed in accordance with the rules. The place of arbitration shall be Dubai and the language of arbitration shall be English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day first written above.

**VOLKSWAGEN GROUP SALES MIDDLE EAST FZCO**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Position

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Position

**[SERVICE PROVIDER]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Position

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Position