

VOLKSWAGEN GROUP UNITED KINGDOM LIMITED TERMS AND CONDITIONS

1. INTERPRETATION

In these Terms and Conditions, the following expressions will have the following meanings unless inconsistent with the context:

“Agreement”	means any contract between VWG and the Provider formed in accordance with the provisions of Condition 2;
“Applicable Laws”	means the laws of England and Wales and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the provision of the Services or the supply of Goods from time to time;
“Goods”	means any goods (as may be specified in an Order and/or as described in a document referencing an Order) which the Provider supplies to VWG (including any of them or any part of them) under an Agreement;
“Losses”	means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, penalty, interest, expense (including legal and other professional services expenses on a full indemnity basis), proceedings or judgements (including the cost of enforcement) awarded against, suffered, incurred or paid by VWG;
“Order”	means an order by VWG for the Goods and/or the Services comprised of a document setting out the scope of services and/or goods, deliverables, and agreed prices or fees, or a Statement of Work, or any other written request by VWG for the Goods and/or the Services;
“Provider”	means the person(s), firm or company from whom VWG orders the Goods and/or Services;
“Services”	means any services (as may be specified in an Order and/or as described in a document referencing an Order) which VWG receives from the Provider (including any part of them) under an Agreement;
“Statement of Work”	a document signed by the parties setting out the specific Services and/or Goods and other requirements, prices, fees, deliverables and any agreed changes and/or additions to these Terms and Conditions;
“Terms and Conditions”	means the standard terms and conditions of purchase set out in this document together with any special terms agreed between the Provider and VWG agreed in accordance with Condition 11.6 in relation to an Order;
“VWG”	is Volkswagen Group United Kingdom Limited (company number: 00514809);
“VWG Group”	means VWG, and from time to time Parent Undertakings and all Subsidiary Undertakings of VWG and all Subsidiary Undertakings of any Parent Undertakings of VWG as such terms are defined in section 1162 of the Companies Act 2006.

2. FORMATION

- 2.1 Subject to any variation under Condition 11.6, any Agreement will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Provider purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document.
- 2.2 Where an Order is placed, the Agreement is formed when the Provider receives the Order or commences the delivery of the Goods or performance of the Services (whichever is earlier).
- 2.3 The Provider may not cancel the Agreement. VWG is entitled to cancel the Agreement in whole or in part at any time prior to delivery of the Goods or performance of the Services (or relevant part of the Services) in which event VWG's sole liability will be to pay to the Provider the fair and reasonable costs of the work-in-progress at the time of cancellation, but such payment will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.4 The parties may replace the Agreement at any time by signing a separate agreement in respect of the Goods and/or Services which are the subject matter of the Agreement.

3. SPECIFICATION AND COMPLIANCE

- 3.1 The quantity, quality and description of the Goods and/or Services will be as specified in the Order or applicable specification document (or similar) that is approved by VWG. Precise conformity of the Goods and Services with this Agreement is of the essence and VWG will be entitled to reject the Goods and/or the further performance of the Services and/or terminate the Agreement under Condition 9.1 if the Goods or Services are not in conformance. Any breach of this Condition is deemed a material breach which is not capable of remedy under Condition 9.1.
- 3.2 The Provider will comply with all Applicable Laws in its supply of the Goods and/or provision of the Services and during the Term.

4. INFORMATION SYSTEMS, DATA PROTECTION, AND DATA SECURITY

- 4.1 In this Condition 4, the following terms have the following meanings:
 - (a) **“Data Protection Legislation”** means any Applicable Laws that apply to the Processing of Personal Data within the United Kingdom, the European Union, European Economic Area and any other applicable jurisdiction, including any applicable guidance and codes of practice issued by the Information Commissioner's Office or relevant Supervisory Authority from time to time;
 - (b) **“Controller”**, **“Data Subject”**, **“Personal Data”** and **“Processing”** have the meanings given to them in the Data Protection Legislation;
 - (c) **“Data Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, temporary or permanent loss of availability, alteration, unauthorised disclosure, or access to, VWG Data transmitted, stored or otherwise processed;
 - (d) **“Notify”** means both: (a) sending an email to dataprotection@vwg.co.uk; and (b) speaking on the telephone to VWG's most senior contact in the business relating to the Agreement;

- (e) **"Standard Contractual Clauses"** means the relevant model contractual terms approved by the UK Secretary of State or other competent authority or body under Data Protection Legislation for the transfer or onward transfer of Personal Data to a country or international organisation for the purpose of ensuring an adequate level of protection to the rights and freedoms of Data Subjects to whom that Personal Data relates;
 - (f) **"Supervisory Authority"** means the Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time; and
 - (g) **"VWG Data"** means all data (including any Personal Data for which VWG is a Controller) or records of whatever nature in whatever form relating to VWG, VWG's affiliates or its retailers, its or their operations, facilities, assets, employees, clients or otherwise relating to its or their business.
- 4.2 If the Goods and/or Services constitute or include the provision of computer software (including the provision of software as a service) or any service relating to the information systems of VWG or any of the VWG Group, the Provider shall comply with such information systems security requirements and policies as VWG may specify from time to time, including, without limitation, the completion of an information security questionnaire and provision of such related information as VWG should request and, where deemed necessary by VWG in its sole and absolute discretion, submission to (and successful completion of) an information systems security audit conducted by VWG or a third party nominated by VWG.
- 4.3 The Provider shall at all times comply with ISO 27001 and have regard to ISO 27002 and ISO 31000 and/or shall otherwise comply with good industry practice relating to data protection, risk management and implement and maintain back-up systems.
- 4.4 The Provider shall allow VWG and any auditors or other advisors, at the Provider's cost, access to any of the Provider's premises, personnel, IT systems and relevant records as may be reasonably required by VWG upon reasonable notice at any time for the purposes of conducting an audit in order to verify the Provider's compliance with these Terms and Conditions (subject to a maximum of one (1) request per year). The audit shall be carried out at the Provider's cost and the Provider shall reimburse VWG for all its reasonable costs incurred in the course of the audit. Remedial action identified by the audit shall be undertaken by the Provider at the Provider's cost.
- 4.5 The Provider shall, on demand, provide VWG (and its auditors and other advisors) with all reasonable co-operation, access and assistance in relation to each audit.
- 4.6 Where the Provider, as part of the Services provides VWG with access to any IT system or stores any VWG Data on its own systems or any systems of any third party or contractor, the Provider shall, at its own cost, undertake annual application and/or infrastructure level penetration testing and provide VWG with details of the results of such tests. Such tests shall be carried out by VWG (where the Provider shall reimburse VWG for all its reasonable costs incurred) or by an independent third party provider of penetration services approved in writing by VWG (costs to be borne directly by the Provider). Remedial actions identified by penetration testing shall be undertaken by the Provider at the Provider's cost.
- 4.7 The Provider shall immediately Notify VWG upon becoming aware of any actual, suspected or potential Data Security Incident.
- 4.8 In so far as the Provider undertakes the Processing of any Personal Data on behalf of VWG, the Provider shall:
- (a) Process the Personal Data only on behalf of VWG (or, if so directed by VWG or other members of the VWG Group), only for the purposes of performing the Agreement and only in accordance with the instructions contained in the Agreement or received from VWG in writing from time to time, relevant VWG information security policies and all applicable Data Protection Legislation;
 - (b) immediately inform VWG in writing if, in its reasonable opinion, any instruction received in connection with this Agreement infringes any Data Protection Legislation;
 - (c) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by VWG;
 - (d) provide a written description of the technical and organisational methods employed by the Provider for Processing Personal Data (within the timescales required by VWG) and implement (and assist VWG to implement) appropriate technical and organisational measures so as to ensure a level of security appropriate to the risk presented by Processing the Personal Data including the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, and at a minimum to the standards set out by VWG and in particular from a Data Security Incident;
 - (e) immediately Notify VWG of any request it receives for the exercise of a Data Subject's rights under Data Protection Legislation or any complaints or correspondence it receives from a Data Subject, Supervisory Authority or other third party in connection with Personal Data for which VWG is a Controller;
 - (f) not permit any Processing of Personal Data by any agent, subcontractor or other third party ("**Sub-Processors**") without the prior written authorisation of VWG and only then subject to such conditions as VWG may require and provided that any Sub-Processor enters into a written contract with the Provider that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms as are imposed on the Provider pursuant to this Condition 4. The Provider shall remain responsible and fully liable to VWG for all acts and omissions of all Sub-Processors as if they were its own;
 - (g) ensure that only those of the Provider's employees who require access to the Personal Data are granted access to such data and only for the purposes of the performance of the Agreement and that every such individual has committed themselves to confidentiality (meaning that they are either subject to confidentiality obligations equivalent to those set out in this Agreement or that they are under an appropriate statutory obligation of confidentiality) and ensure that they will comply with this Condition 4, be appropriately reliable, qualified and trained, and that they will only be permitted to have access to Personal Data as is necessary to perform their roles in relation to the obligations under the Agreement;
 - (h) not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt any Data Subject) unless directed to do so in writing by VWG;
 - (i) permit VWG or its external advisers to inspect and audit the Provider's Processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by VWG to enable VWG to verify and procure that the Provider is in full compliance with its obligations under the Agreement;
 - (j) not transfer, or otherwise directly or indirectly cause or permit any Processing of VWG Data outside of the United Kingdom without the prior written authorisation of VWG which may be refused at VWG's sole discretion or granted subject to such conditions as VWG (in its sole discretion) deems necessary. Where such written authorisation is provided by VWG, the Provider shall complete, maintain and implement (as applicable) all other actions, measures and safeguards as required to ensure that any such approved transfers and Processing do not breach the obligations of the Provider or VWG under Data Protection

- Legislation, including, if applicable, entering into and complying with the Standard Contractual Clauses;
- (k) promptly and within timescales required by VWG, provide such information and assistance (at no cost to VWG) as VWG may require in relation to:
- (i) any request from or on behalf of any Data Subject for access, rectification, restriction or erasure of their Personal Data, or any complaint, objection to Processing, or other correspondence. In no event shall the Provider respond directly to any such request, complaint or correspondence without VWG's prior written consent unless and to the extent required by law;
 - (ii) VWG's decision to undertake a data protection impact assessment where VWG considers (in its sole discretion) that the type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects;
 - (iii) any approval of the Supervisory Authority to any Processing of Personal Data, or any request, notice or investigation by such Supervisory Authority;
- (l) at the written direction of VWG, promptly and securely return or delete the Personal Data (and any copies of it) on termination of the Agreement (at no cost to VWG).
- 4.8 The parties shall, and the Provider shall procure that Sub-Processors shall, comply at all times with the Data Protection Legislation and shall not perform their obligations under the Agreement in such a way as to cause either party to breach any of its obligations under the Data Protection Legislation. The Provider shall immediately Notify VWG in the event that it becomes aware of any breach of the Data Protection Legislation by the Provider or any Sub-Processors in connection with the Agreement.
- 4.9 The Provider shall, at all times, indemnify VWG and keep VWG indemnified against all and any Losses arising from any breach of the Provider's obligations under this Condition 4. This Condition 4 shall survive expiry or termination of the Agreement howsoever arising.
- 4.10 The Provider shall comply with the requirements set out in this Condition 4, which VWG shall be entitled to amend from time to time as required in order to ensure continued compliance with Data Protection Legislation and, where practicable to do so, VWG shall give no less than twenty eight (28) days' notice in writing of any change imposing additional or greater obligations on the Provider.
- 5. PRICE AND PAYMENT**
- 5.1 The price payable for the Goods and/or Services will be stated in the Order (or otherwise agreed in writing between the parties) and unless otherwise stated in that Order will be inclusive of any costs of packaging and carriage and exclusive of VAT and any other applicable sales tax or duty (which will be added to the sum in question). The price will be fixed for the duration of the Agreement.
- 5.2 The Provider may invoice VWG for the charges on or at any time after delivery or performance to VWG's satisfaction. Each invoice must be a proper VAT invoice and quote the correct VWG purchase order number for the Goods and/or Services, and shall comply with any requirements to provide any supporting documentation ("**Valid Invoice**"). Subject to Condition 5.3, VWG will make payment at the end of the month following the month in which a Valid Invoice is dated or received, whichever is the later.
- 5.3 Payment is subject to receipt by VWG of a Valid Invoice. Unless otherwise agreed in writing between the parties in advance, the Provider shall send all invoices directly to "Volkswagen Group United Kingdom Limited Accounts Payable department" or "accountspayable@vwg.co.uk", otherwise payment will be delayed and Condition 5.8 shall not apply. If VWG receives an invalid invoice it shall be entitled to return such invoice and the time for payment of such invoice shall only commence on receipt of a corrected and Valid Invoice. If any invoice is not sent to VWG within two (2) months of delivery of the Goods or performance of the Services, VWG shall have no obligation to pay such charges.
- 5.4 Payment of any fees, charges, costs and expenses shall not be made in advance unless expressly identified as a pre-payment in the Order or otherwise agreed in advance and in writing by a Director of VWG.
- 5.5 Where the Provider has been authorised in writing to recharge VWG for any third party fees or costs incurred in respect of the provision of the Services, those third party fees or costs shall be charged at cost without mark up.
- 5.6 The Provider is not entitled to suspend delivery of the Goods or performance of the Services as a result of any sums being outstanding.
- 5.7 VWG may set off sums due from the Provider to VWG under the Agreement (or any other agreement) against sums due from VWG to the Provider under the Agreement. The Provider may not set off sums due from VWG to the Provider under the Agreement against sums due from the Provider to VWG under the Agreement.
- 5.8 The Provider may charge interest on a daily basis from the due date until the date of payment being made in respect of any Valid Invoice not paid on or before its due date for payment, at a rate equivalent to two percent (2%) per annum over the Bank of England base rate from time to time in force.
- 6. INSTALMENTS**
- The Provider may not deliver the Goods by separate instalments or perform the Services in stages unless specifically agreed in writing by VWG.
- 7. DELIVERY**
- 7.1 The Goods will be delivered to and the Services will be performed at the address stated in the Agreement (or as otherwise agreed between the parties) ("**Delivery Address**") on the date or within the period specified in the Order or agreed between the parties, or if no such period is specified or agreed then within twenty eight (28) days of the date of the Order.
- 7.2 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Address.
- 7.3 Time for delivery or performance will be of the essence.
- 7.4 VWG will not be deemed to have accepted the Goods until it has had fourteen (14) days to inspect them following delivery. VWG will also have the right to reject the Goods as though they had not been accepted for fourteen (14) days after any latent defect in the Goods has become apparent.
- 7.5 Risk in and ownership of the Goods will pass to VWG on delivery.
- 8. REMEDIES AND INDEMNITY**
- 8.1 Without prejudice to any other right or remedy which VWG may have (including, without limitation, pursuant to Conditions 3.1 and 9.1), if any Goods are not supplied, or any Services not performed, in accordance with the Agreement or the Provider fails to comply with any of the terms of the Agreement, VWG will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by VWG:
- 8.1.1 to rescind the Agreement;
 - 8.1.2 to reject the Goods (in whole or part) and return them to the Provider at the risk and cost of the Provider on the basis of a full refund for the Goods so returned being paid forthwith by the Provider;

- 8.1.3 at VWG's option to give the Provider the opportunity at the Provider's expense either to remedy any defect in the Goods or performance of the Services or to supply replacement Goods and / or carry out any other necessary rectification work for the Services to ensure that the terms of the Agreement are fulfilled;
- 8.1.4 to refuse to accept any further deliveries of the Goods or further performance of the Services but without any liability to VWG;
- 8.1.5 to carry out at the Provider's expense any works necessary to make the Goods and / or the Services comply with the Agreement; and
- 8.1.6 to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Provider's breach of the Agreement.
- 8.2 The Provider will indemnify, keep indemnified and hold harmless VWG from and against all Losses as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Provider of the terms of the Agreement.

9. TERMINATION

- 9.1 VWG may by written notice terminate the Agreement immediately if the Provider is in material breach of the Agreement.
- 9.2 VWG may by written notice terminate the Agreement immediately if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Provider or if the Provider makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Provider) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Provider or if the Provider ceases or threatens to cease to carry on business.
- 9.3 Failure to deliver the Goods or perform the Services on the due date in accordance with Condition 7.1 is a material breach of the Agreement.
- 9.4 The termination of the Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the parties accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.
- 9.5 VWG may terminate the Agreement, for any reason, by giving no less than thirty (30) days' prior written notice to the Provider.

10. PROPERTY

- 10.1 All right, title, and interest in VWG Data and other property shall be and remain at all times vested in VWG (or its licensors).
- 10.2 Neither party shall use the trade names, trade mark and other registered or unregistered designs, names or logos of the other without the other party's prior written consent.
- 10.3 All intellectual property rights in any training courses developed by the Provider shall belong to VWG absolutely.
- 10.4 All patents, trade marks, service marks, registered designs, utility models, unregistered design rights, copyright (including copyright in drawings, plans, specifications, designs and computer software), database rights, rights in inventions, business or trade names (including internet domain names and e-mail address names), rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world ("**IPR**"), whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights whatsoever arising during the course of the Agreement including without limitation anything developed jointly by the parties or by the Provider during the course of or for the purposes of providing the Services or developing the Goods ("**Service IPR**") shall belong to and upon their creation vest solely and absolutely in VWG. For the avoidance of doubt, Service IPR shall not include existing IPR that is owned by the Provider ("**Provider IPR**"). In the event that such Provider IPR forms part of any documents, materials or other deliverables created or provided under the Agreement, the Provider hereby grants to VWG (for the benefit of VWG and all companies within VWG Group) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free licence to use the Provider IPR to the extent necessary and/or desirable to receive, use and exploit in any manner, the Services and the Service IPR. The Provider shall procure for VWG a licence on the same terms as the foregoing in respect of any material comprised in any Services in which the intellectual property rights are proprietary to any third party.
- 10.5 To give effect to Condition 10.4 in relation to Service IPR the Provider, with effect from the date of the Agreement, assigns to VWG, with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future Service IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future Service IPR are not capable of assignment with effect from the date of the Agreement, the Provider shall as and when such Service IPR comes into existence:
- 10.5.1 hold such Service IPR on trust for VWG; and
- 10.5.2 assign to VWG, with full title guarantee and free from all encumbrances all of the right, title and interest in such Service IPR together with all the rights, powers and benefits arising or accrued from them.
- 10.6 The Provider shall at the discretion and request of VWG execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as VWG may require to enable VWG to secure full legal title to the Service IPR and otherwise to secure the benefits of the rights assigned in Conditions 10.4 and 10.5 and this Condition 10.6 and to obtain registered protection in respect of the Service IPR.

11. GENERAL

- 11.1 Time for performance of all obligations of the Provider is of the essence.
- 11.2 Each right or remedy of VWG under any Agreement is without prejudice to any other right or remedy of VWG under this or any other Agreement.
- 11.3 Any provision of these conditions which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining conditions.
- 11.4 No failure or delay by VWG to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 11.5 The Agreement is personal to the Provider who may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Agreement without VWG's prior written consent. Any purported assignment in breach of this Condition 11.5 shall not confer any rights on the purported assignee.
- 11.6 The Agreement may only be varied or amended in writing and signed by an authorised signatory of VWG and the Provider.
- 11.7 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

- 11.8 Any notice in connection with the Agreement will be in writing addressed to the Company Secretary of the other party at its registered office or principal place of business and will be delivered by hand or pre-paid first-class or special delivery post (or pre-paid airmail if overseas) and providing proof of postage. The notice will be deemed to have been duly served, if delivered by hand when left at the proper address for service, or if by pre-paid, first-class post or special delivery post, at 09.00 on the second (2nd) Working Day after being posted or if sent by pre-paid airmail at 09.00 on the fifth (5th) Working Day after being posted. For the purposes of this Condition 11.8, "Working Day" means Monday to Friday, excluding any bank or public holidays in England and Wales.
- 11.9 The Provider shall maintain a full and proper audit trail of all documents and records relating to the supply of the Goods and the provision of the Services and shall provide such access as is reasonably requested by VWG to enable VWG and/or its authorised representatives to audit the same. In circumstances where the audit evidences non-compliance with the Agreement and/or any overcharge, the Provider will be liable for the costs of such audit.
- 11.10 The Provider shall at all times maintain with a reputable insurance company adequate employer's liability and public liability insurance and such other insurance policies as may be required properly to cover any and all liabilities arising out of the provision of the Goods and Services.
- 11.11 The Provider undertakes to keep confidential and not to disclose to any third party any information of a confidential nature supplied by VWG under an Agreement (including but not limited to any specifications, product planning, prices and volume forecasts) without the prior written approval of VWG, except as may be required by law.
- 11.12 The Provider shall comply with the Volkswagen Group supplier requirements which can be currently found under the tab "Cooperation" on, and elsewhere in pages linking from, the website at: <http://www.vwgroupsupply.com> or at such other location(s) as notified in writing by VWG from time to time.
- 11.13 The Provider shall indemnify and hold harmless and keep VWG indemnified on demand and in full from and against any and all Losses, including Losses for which VWG may become liable arising out of or in connection with any breach of Condition 11.12. whether or not this Agreement has expired or been terminated.
- 12. CORRUPTION AND ANTI-BRIBERY**
- 12.1 The Provider shall and shall procure that persons associated with it or other persons who are performing Services and/or providing Goods in connection with the Agreement shall:
- (a) comply with all Applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); and
- (b) have and shall maintain in place throughout the term of the Agreement, its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and this Condition 12, and will enforce them where appropriate.
- 12.2 The Provider shall indemnify VWG against any Losses arising out of or in connection with any breach of this Condition 12 by the Provider or any breach of provisions equivalent to this Condition 12 in any sub-contract by any sub-contractor.
- 13. MODERN SLAVERY**
- 13.1 The Provider shall, and shall procure that its subcontractors and the Provider personnel and any other person who performs services and/or supplies goods within the Provider's supply chain for the Provider in relation to the Agreement shall:
- 13.1.1 comply with all Applicable Laws relating to slavery and human trafficking ("Anti-Slavery Requirements") including the Modern Slavery Act 2015;
- 13.1.2 not take or knowingly permit any action to be taken that would or might cause or lead VWG to be in violation of any Anti-Slavery Requirements; and
- 13.1.3 at VWG's request, provide VWG with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.
- 13.2 The Provider represents, warrants and undertakes to VWG that neither it nor any other person in its supply chain (including those described in Condition 13.1) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain.
- 13.3 The Provider agrees that in addition to VWG's termination rights set out elsewhere in these Terms and Conditions, VWG may (without prejudice to any other right available to it) immediately terminate the Agreement in the event of any breach of this Condition 13 by the Provider in which case the Provider shall not be entitled to any compensation or to any further payments or remuneration.
- 13.4 VWG shall not be required to make any payment to the Provider that might otherwise be due from VWG in respect of the Agreement if the Provider has breached this Condition 13.
- 13.5 The Provider shall indemnify and hold harmless and keep VWG indemnified on demand and in full from and against any and all Losses, including Losses for which VWG may become liable arising out of or in connection with any breach of this Condition 13, whether or not the Agreement has expired or been terminated.
- 14. CRIMINAL FINANCES ACT**
- 14.1 The Provider shall, and shall procure that persons associated with it or other persons who are performing services in connection with the Agreement shall:
- 14.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; and
- 14.1.2 promptly report to VWG any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.
- 14.2 The Provider shall indemnify and hold harmless and keep VWG indemnified on demand and in full from and against any and all Losses, including Losses for which VWG may become liable following the expiry or termination of the Agreement, arising out of or in connection with any breach of this Condition 14.
- 15. GOVERNING LAW AND JURISDICTION**
- The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any term or condition of the Agreement will be governed by the law of England and Wales. The Courts of England and Wales will have exclusive jurisdiction

to settle any disputes which may arise out of or in connection with the Agreement. The parties irrevocably agree to submit to such jurisdiction.