



PORSCHE

Terms and Conditions of Purchase for Goods, Services and/or Services of Porsche Engineering Group GmbH / Porsche Engineering Services GmbH

As of 11/2023

1. Basis of the contract

1.1 The legal relationship between Porsche Engineering Group GmbH/ Porsche Engineering Services GmbH or .dem associated with this company within the meaning of § 15 AktG, which carries out the assignment on the basis of this EKB, (hereinafter referred to as "Porsche") and the contractual partner shall be governed by these Terms and Conditions of Purchase and any other written agreements, including amendments and additions. In addition to the written form, the text form and the conclusion via an electronic system provided by Porsche are sufficient for this purpose. Ancillary agreements have not been made.

1.2 In the order of precedence set out below, the contractual basis shall be the contract concluded with the contractual partner, the respective orders/call-offs, including the appendices applicable in each case, and these terms and conditions of purchase.

1.3 The General Terms and Conditions of the Contracting Party shall not apply even if they have not been expressly contradicted in the individual case.

2. Order and Right of Modification

2.1 Contracts (ordering and acceptance) and call-offs as well as their amendments and additions must be concluded in writing or must be made in writing.

2.2 If the Contractual Partner does not accept the order within five working days of receipt, Porsche is entitled to withdraw from the order. Call-offs become binding at the latest if the contractual partner does not object within five working days of receipt.

2.3 Porsche is entitled to demand changes to the contractual services within the scope of reasonableness. To this end, Porsche must coordinate with the contractual partner. The contractual partner shall immediately communicate the effects of changed contractual services on the remuneration and the time frame. If a change in the remuneration or the completion date is possible, this must be recorded jointly in writing. Otherwise, the compensation and schedule will remain unchanged.

3. Invoicing and payment

3.1 As a matter of principle, Porsche invoices via the invoicing procedure. Unless otherwise expressly specified by Porsche, invoices are to be sent by the Contractual Partner exclusively in electronic form as follows: Direct invoice dispatch by e-mail in valid PDF format to:

PE-Rechnungswesen@porsche-engineering.de

If the contracting parties have agreed on electronic invoicing, the contracting party must ensure that the original invoicing is already carried out electronically.

3.2 In justified exceptional cases, the Contracting Party shall, after consultation with Porsche's accounts payable, send its invoices in paper form to the following address or to another address expressly named by Porsche: Porsche Engineering Group GmbH, Accounting, Porschestraße 911, D-71287 Weissach

3.3 Invoices must be submitted to Porsche in a verifiable manner, stating the Porsche supplier number, order number, delivery note number, Porsche material number, unloading point and name of the contact person. All required accounting documents must be attached. The invoices must be issued in accordance with German VAT law.

3.4 Insofar as the invoices are billed on a cost-related basis, the invoices to be issued in arrears in accordance with the contract/call-off, otherwise on a monthly basis, must contain information on the number of employees who have provided the invoiced contractual services, the number of working days worked by each of these employees, the daily rate of the employees whose services have been billed, the originals of all activity records to be prepared and signed off as well as a description of the expenses accounted for. Expenses will only be reimbursed to the extent agreed in accordance with the order and, if no lump sum has been agreed, only against proof.

3.5 Payment will be made within 30 days of receipt of the invoice, unless otherwise expressly agreed. This period runs from the day of receipt of the invoice, but not before the agreed delivery or service date and not before the actual delivery of the goods, service provision or acceptance.

3.6 Payment shall be made by bank transfer.

3.7 In the event of defective delivery or performance, Porsche shall be entitled to withhold payment on a pro rata basis until proper fulfilment has been made.

3.8 The Contracting Party shall not be entitled to assign its claims against Porsche or to have them collected by third parties without the prior written consent of Porsche (which may not be unreasonably withheld). If the Contracting Party contests its claim against Porsche, Sentence

1 to a third party without Porsche's consent, the assignment shall nevertheless be effective. However, Porsche may, at its discretion, make a payment to the contractual partner or the third party with discharging effect.

4. Provision of Services, Inspection and Reporting Obligations

4.1 The Contracting Party is obliged to provide the contractual services in such a way that they have the characteristics described in the contract or call-off including appendices and are not affected by defects that cancel or reduce the value or suitability for the usual or contractually required use. The contractual services are to be provided on the basis of the current state of science and technology and in compliance with the care customary in the industry, but at least with the care of a prudent businessman. Relevant legal and official regulations must be observed. The status at the time of execution of the respective contractual services is decisive. The results of the contract performance must be communicated worldwide, in particular in Europe (geographically), USA (including California), Canada, Australia, New Zealand, Japan, India, the Republic of South Africa, the GSO countries (United Arab Emirates, Saudi Arabia, Bahrain, Oman, Qatar, Kuwait), China, South Korea, Hong Kong, Taiwan, Brazil, Thailand, Mexico, Russia and EAEU (Eurasian Economic Union: Russia, Belarus, Armenia, Kyrgyzstan, Kazakhstan) to all of the Deliverables, comply with applicable regulatory approvals, applicable safety requirements, testing requirements, environmental laws and regulations (including exhaust gas and certification requirements, and statutory disclosure requirements) and

labelling requirements.

The Contracting Party agrees to notify Porsche, the California Air Resources Board ("CARB") and the Attorney General of the State of California (the "California Attorney General") immediately upon the Contracting Party supplying hardware or software of the engine control unit or providing services in connection with the hardware or software of the engine control unit has reason to believe that a defeat device within the meaning of 40 C.F.R. § 86.1803-01 and 42 U.S.C. § 7522(a)(3)(B) is included in a vehicle or designed for or requested for a vehicle. If the subject matter of this Agreement involves the creation or modification of engine control unit software, which in turn is likely to be the subject of a document to be submitted to CARB, the Contracting Party undertakes to recognize or qualify as an "AECD" (Auxiliary Emission Control Device) within the meaning of

40 C.F.R. § 86.1803-01 to (i) disclose the feature appropriately in the software documentation and (ii) keep a change log of it.

The contractual partner ensures that the deliverables fully meet the environmental, material and material requirements defined in the VW 91100, VW 91101, VW 91102 and VW 50156. For components, consumables and process materials that remain on the vehicle or are intended for the supply of spare parts, the contractual partner must ensure worldwide usability in accordance with the respective legal requirements for substances and materials (in particular chemicals, heavy metals, persistent organic pollutants and biocides). In doing so, the intended uses and legal deadlines must be taken into account. Furthermore, in accordance with the requirements and deadlines specified in VW 91101 and VW 50156, the Contracting Party must provide information about the material composition and immediately inform about its changes, requests from government agencies and doubts about its worldwide usability.

4.2 The Contracting Party shall perform at the place specified in the contract or call-off, including annexes, or in any other written agreement.

4.3 Partial services require the prior written consent of Porsche and must be contractually agreed.

4.4 If the Contracting Party has any objections to the intended method of execution or to the materials, studies, preparatory work or documents provided by Porsche, these must be communicated to Porsche in writing without delay. The same shall apply if the Contracting Party recognizes or must recognize that other information or requirements of Porsche are incorrect, incomplete, unambiguous or unsuitable for execution.

4.5 Insofar as changes or improvements become apparent as expedient or necessary during the provision of services, the Contracting Party shall immediately inform Porsche thereof in writing and obtain a decision on any change to the Contractual Services.

4.6 Porsche is entitled, if justified (e.g. in the event of non-compliance with agreements, milestones, etc. by the Contractual Partner), to review the provision of the Contractual Services by the Contractual Partner during normal business hours and to inspect the materials, documents and performance results that are directly or indirectly related to the Contractual Services.

5. Provision of services by third parties

5.1 The Contracting Party is not entitled to have the contractual services or parts thereof performed by subcontractors. Exceptions require the prior written consent of Porsche.

5.2 In any case, the Contracting Party must comply with the relevant laws and regulations, in particular labour and social law, when using subcontractors. It indemnifies Porsche against all claims by third parties in connection with the use of subcontractors. The contracting party is liable for the actions and omissions of the subcontractors as well as for its own actions and omissions.

6. Employee Deployment, Minimum Wage and International Assignment

6.1 For the fulfillment of the contractual services and tasks specified in the order, the Contracting Party shall only employ personally and professionally qualified employees. This also applies to an exchange of employees. In this respect, the contractual partner bears the consequences, in particular all costs of the replacement of employees and the training of replacement employees.

6.2 The Contracting Party shall appoint Porsche as a contact person responsible for the contracted services, who will manage the assignment and conduct the main communication with Porsche (Representative). If the scope and/or complexity of the assignment make it necessary, several representatives on the part of Porsche and the contractual partner may also be appointed. The Contracting Party is obliged to notify Porsche Representatives in writing in advance. Porsche must also be notified in writing of a change of representatives in advance.

6.3 The Contracting Party is obliged to subject all persons whom it employs to perform the contractual services owed on Porsche factory premises to a so-called terror screening before the first action is taken. For this purpose, surname, first name, date and place of birth must be checked by comparing them against the sanctions lists of EC Regulations No. 2580/2001, No. 881/2002 and No. 753/2011 and the supplements to the lists of names of the European Commission issued and issued for this purpose, and these checks must be repeated regularly – at least once a year. Porsche may, at any time, request suitable evidence for the comparison or confirmation of the comparison. If the Contracting Party is AEO-certified (AEO C/S or at least AEO S), i.e. an Authorised Economic Operator, the obligations under Section 6.3 shall be deemed to have been

fulfilled.

- 6.4 The provision of the contractual services shall be carried out under the responsible direction of the contractual partner. For the employees employed by the contractual partner within the scope of the subject matter of the contract, the contractual partner retains the sole professional, personnel and disciplinary authority to issue instructions.
- 6.5 When employing foreign employees, the Contracting Party is obliged to ensure that they have a valid residence permit entitling them to engage in gainful employment. Upon request, Porsche must be presented with a valid work permit in accordance with the applicable regulations.
- 6.6 The Contracting Party undertakes to pay its employees at least the minimum wages prescribed by law or contractually agreed. Furthermore, the Contracting Party undertakes to commission only those subcontractors who also contractually commit themselves to paying their employees at least the minimum wages prescribed by law or contractually agreed. The Contracting Party shall oblige the subcontractors commissioned by it accordingly.
- 6.7 In the event of a breach of the provisions of the Minimum Wage Act (hereinafter referred to as the "MiLoG"), the Contracting Party undertakes to fully indemnify Porsche from all obligations associated with such a breach and, in addition, to compensate Porsche for any damage resulting from a culpable violation. The same obligation applies to the contracting party if a subcontractor commissioned by the contracting party violates the provisions of the MiLoG. Should Porsche be sued by an employee of the contractual partner for payment of the statutory minimum wage, the contractual partner undertakes to provide Porsche with all information necessary for the defence against the filing of the claim as well as a possible action for payment. This shall also apply after the termination of the contractual relationship between the contractual partner and Porsche. The Contracting Party undertakes to oblige subcontractors commissioned by it accordingly and to provide the necessary information to Porsche without delay if an employee of the subcontractor asserts claims against Porsche.
- 6.8 If the Contracting Party deploys its employees abroad on a cross-border basis for the performance of the contractual services and tasks specified in the Order, the Contracting Party warrants that it will comply with all obligations under national and foreign law relating to employment, foreigners, tax, social security and other obligations addressed to it. Porsche will inform the contractual partner in good time about the respective place of performance.
- 6.9 In addition, the Contracting Party undertakes to fully indemnify Porsche against all third-party claims resulting from the Contractual Partner's breach of its obligations in accordance with Section 6.8, and to compensate Porsche for any damage resulting from a culpable breach of these obligations.
- 7. Dates, deadlines and contractual penalty**
- 7.1 The performance and delivery periods and dates (hereinafter: "Milestones") shall be specified in the contract or call-off together with annexes or in any other written agreement and shall be binding. As soon as one of the Contracting Parties realizes that agreed milestones cannot be met, it will immediately notify the other Contracting Party and justify the delay. The Contracting Parties will jointly discuss the effects of the missed deadline and possible remedial measures. Unless otherwise agreed, the statutory default regulation applies to postponements triggered by the contractual partner.
- 7.2 In all other respects, the statutory rules on delay shall apply.
- 7.3 If a contractual penalty is agreed in the contracts and call-offs for delays for which the Contractual Partner is responsible, Porsche reserves the right to assert any additional damages. The right to demand payment of an agreed contractual penalty is not forfeited by the fact that the contractual penalty has not been expressly reserved at the time of acceptance of the late delivery. However, the reservation must be declared by Porsche at the latest with the payment for the delayed performance. A contractual penalty for delay is to be offset against claims for damages based on the delay.
- 8. Force majeure**
- Force majeure, lawful industrial disputes, riots, official measures and other unforeseeable serious events that come from outside and cannot reasonably be avoided shall release the contracting parties from their obligations to perform for the duration of the disruption and to the extent of their effect. The contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.
- 9. Delivery**
- Unless otherwise agreed in writing, delivery must be made in accordance with DAP (Incoterms 2020) to Porsche's registered office or to a place of delivery specified in the contract or call-off including annexes.
- 10. Quality and Documentation**
- 10.1 Upon delivery, the Contracting Party shall provide Porsche with written information on the characteristics and composition of the delivery item, insofar as this is necessary for the fulfilment of official requirements at home and abroad. The contractual partner agrees with Porsche on the necessity.
- 10.2 If Porsche requires initial samples, the Contracting Party may only commence the production of the delivery item after obtaining written approval from Porsche.
- 11. Acceptance**
- 11.1 Insofar as the contractual services are acceptable, the contractual partner must notify Porsche in writing of the completion of its contractual services, hand over the contractual services to Porsche or make them available for acceptance. An acceptance date must then be arranged.
- 11.2 The acceptance of individual, self-contained parts of the contractual services (partial acceptances) within a contract may be agreed in writing. With regard to the partial performance, such an acceptance is then considered to be acceptance in the legal sense. The contracting parties may agree that after completion of all agreed partial acceptances, a determination will be made that the contractual performance has been accepted in its entirety.
- 11.3 Unless a partial acceptance has been agreed in accordance with Section 11.2, a joint determination of the condition of parts of the contractual performance by Porsche and the Contractual Partner in the course of the progress of the project (performance assessment) does not result in acceptance in the legal sense. Performance assessments are generally subject to acceptance in the legal sense. The result of the assessment of performance must always be recorded in writing in a protocol to be signed by both contracting parties.

11.4 Acceptance shall take place within four weeks of receipt of the notification of completion of the partial or complete service by Porsche and handover/provision of the contractual services, unless a different date has been agreed. If the verification of the contractual services of the contractual partner requires commissioning or use for test purposes, acceptance will only take place after successful completion of the tests. In principle, the result of an acceptance must be recorded in writing in a protocol to be signed by both contracting parties.

11.5 Payments by Porsche do not mean that the contractual services have been accepted by way of partial acceptance or complete final acceptance or that this has been waived.

12. Notification of defects

Porsche must notify the Contractual Partner in writing of defects in the delivery of goods, insofar as they are obviously recognisable defects and transport damage as well as identity and quantity deviations, within 14 days of receipt of the delivery. In the case of all other defects of goods, the notification of defects is timely if it is made within 14 days of discovery of the defect.

13. Material defects

13.1 Claims arising from liability for defects shall become statute-barred at the end of 36 months from the transfer of risk or acceptance, unless a longer limitation period is provided for by law.

13.2 In the event of defects, Porsche may, at its option, demand that defects be rectified or that they be redelivered/remanufactured. If it is unreasonable for the contractual partner to remedy the defects, he is obliged to deliver a defect-free copy or to produce a new one. The costs of subsequent performance, including any installation and removal costs, shall be borne by the contracting party.

13.3 If the Contractual Partner refuses to perform the supplementary performance, if the subsequent performance has failed, if it is not reasonable for Porsche or if the Contractual Partner does not comply with Porsche's request for subsequent performance within a reasonable period of time in the individual case, Porsche shall be entitled to further statutory claims for defects, including the right to perform the services provided under the contract for work and services.

13.4 Notification of a defect to the Contracting Party shall suspend the limitation period. Insofar as a defect has been notified to the contractual partner within the limitation period, the contractual partner waives the objection of limitation.

13.5 In all other respects, the statutory provisions shall apply.

14. Liability of the Contracting Party

Liability for damages and product liability of the contractual partner are governed by the statutory provisions.

15. Rights to services and/or services under the contract for work and services

15.1 As a matter of principle, Porsche shall be entitled to all results resulting from the order (including test and development reports, suggestions, ideas, designs, designs, proposals, samples, models, drawings, CAD data sets and other documents). Porsche shall be granted free of charge, exclusive, irrevocable, temporally, geographically, temporarily To the extent that the Contracting Party engages subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also make the aforementioned results and rights of use available to Porsche. Any use of the contractual services by the contractual partner or third parties requires the prior written consent of Porsche.

15.2 The above rights also apply to the companies of the Volkswagen Group within the meaning of Section 15 of the German Stock Corporation Act (AktG) and the associated companies FAW Automotive Company Ltd., Changchun, People's Republic of China, Shanghai Volkswagen Automotive Company Ltd., Shanghai, China, MAN AG, Munich.

15.3 Insofar as innovations arise in the performance of the contractual services (including in particular inventions, technical suggestions for improvement, know-how, but also other individual intellectual and creative achievements), the Contractual Partner is obliged to inform Porsche thereof and to submit all documents necessary for the evaluation of the innovations. Porsche alone is entitled to file applications for intellectual property rights. The Contractual Partner shall make use of such innovations vis-à-vis its employees in a timely and unrestricted manner and shall support Porsche in obtaining the intellectual property rights, in particular shall make the necessary declarations. Should Porsche waive its right to register with the Contractual Partner in writing, the Contractual Partner shall be entitled to register the corresponding intellectual property right at its own expense. Porsche is entitled to a non-exclusive, royalty-free, transferable right of use to the intellectual property rights subsequently granted to the contractual partner, without restriction in terms of time, space and content. Porsche and the Contractual Partner shall each bear the employee invention remuneration only for their own employees.

15.4 Insofar as the contractual partner's existing property rights are already required for the creation or exploitation of the contractual services at the time of conclusion of the contract, Porsche hereby irrevocably receives a non-exclusive, temporally and locally unlimited, free of charge, transferable and sublicenseable right of use for the exploitation of the contractual services by Porsche or commissioned third parties. Prior to the commencement of work, the contracting party shall inform the parties which of its intellectual property rights may be significant for the contractual services.

15.5 Porsche is irrevocably entitled to the exclusive, royalty-free and transferable right of use for all known and unknown types of use. The contractual partner's right to dispose of models, methods, building blocks, etc. submitted or developed remains unaffected. The right of use also includes the right of economic exploitation, publication, reproduction and the right of disclosure to third parties for possible follow-up orders.

This right includes all forms of use, including but not limited to the right of Porsche (or a third party) to reproduce, permanently or temporarily, the results by any means or in any form, including loading, displaying, running, transmitting and storing, reproducing to the public by wire and wireless means, including making available to the public in such a way that members of the public can access them from a place and at a time of their choosing, access, publish and distribute (including rental, sale or other exploitation) in any medium in tangible or intangible form, exploit, translate, edit, arrange or otherwise transform and use online in all communication networks and on all terminal devices. This right to use or have used the services covered by the contract and their results also extends to all unknown types of use. The above usage rights cover all stages of development, including source and object code. In the case of software and know-how, the above-mentioned right of use by Porsche, insofar as necessary for unrestricted use of the services subject to the contract and the

Results, fully sublicensable and otherwise sublicensable for Porsche's own purposes as well as to affiliates of Porsche for their own purposes to third parties.

16. Intellectual Property Rights, Rights of Third Parties and Defects of Title

16.1 The Contracting Party undertakes to provide a contractual service free of third-party intellectual property rights. If the rights of third parties would be infringed by the intended design of the contractual services or an undisturbed use of the contractual services would be hindered, the contractual partner will inform Porsche immediately.

The Contracting Party is obliged, at its own expense, to take the necessary steps to ensure that the contractual service is obtained from Porsche without such a breach.

16.2 Insofar as the property rights of third parties cannot be circumvented in the case of contractual use of the contractual services, the contractual partner undertakes to clarify whether the affected property right can be used by way of a license. Porsche will decide whether a license should be agreed. The contracting parties will agree on the distribution of the costs incurred on a case-by-case basis.

16.3 If the Contracting Party does not render the Contractual Services free of third-party intellectual property rights or if it does not immediately inform Porsche of an infringement of rights threatened by the intended design of the Contractual Services, it is obliged to indemnify Porsche against all claims of third parties due to infringement of such property rights. This does not apply if the conflicting property rights were not known to the contractual partner and the contractual partner should not have known them even if he had exercised the care of a prudent businessman. Further statutory claims and rights remain unaffected.

17. Use of Free and Open Source Software

Term Free and Open Source Software: "Free and Open Source Software" or "FOSS": Software,

17.1.1 whose license terms meet the requirements of the Open Source Definition (<https://opensource.org/osd>) of the Open Source Initiative and are accordingly licensed by the respective rights holders to anyone for full royalty-free use and whose source code is available, and/or

17.1.2 the terms of which have been recognized by the Open Source Initiative and/or the Free Software Foundation as Free Software Licenses or Open Source Software Licenses on their websites, and/or

17.1.3 which is offered as public domain software.

17.2 A prerequisite for the use of FOSS FOSS may only be used in products, technologies and services (including hardware with integrated software) that are sold, licensed, transferred or otherwise made available to Porsche or developed for Porsche (hereinafter: "Contract Products") if all license requirements of the FOSS used are met and all of the following conditions are met:

17.2.1 The use of FOSS in the Contract Products shall not be in such a way as to create a copyleft effect for any new or pre-existing proprietary software developed under the Agreement. Excluded are adjustments within pre-existing FOSS components (e.g. bug fixes and adaptations to the specific hardware) and individual cases agreed with Porsche.

17.2.2 No FOSS may be used whose license conditions require the User to install or run modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), unless the Contracting Party has been expressly informed that the Software to be supplied by the Contracting Party will not be used on such an embedded system with technical security mechanisms (e.g. signature procedures) becomes.

17.2.3 The Contracting Party undertakes to fill out the FOSS Declaration (to be found under https://www.vwgroupsupply.com/one-kbp/pub/de/kbp_public/information/procurement_conditions_new/porsche_ag.html) truthfully and, by signing it, confirms the license-compliant use of the FOSS used and fully complies with the requirements of the FOSS Declaration.

The requirements set out in this Section 17.2 shall also apply, without further notice or request by Porsche, to any update of the software used in the Contract Products, regardless of the method of provision of the Software (e.g. source code, binary, SaaS, container).

17.3 Representation Without prejudice to any other rights of Porsche, the Contractual Partner warrants to Porsche that it will comply with the requirements of Section 17.2 as well as all requirements of the relevant licenses for all FOSS used by it for Contract Products, that the Contract Products do not contain any further FOSS and that there is no further violation of copyright provisions.

17.4 Legal Consequences and Indemnification In the event of non-compliance or late compliance with the (i) license requirements of the FOSS used in the Contract Products or other

and (ii) the terms and conditions set forth in Sections 17.2 and 17.3 and the representations and representations agreed to:

17.4.1 If FOSS is not used in the Contract Products in accordance with the License, the Contracting Party shall immediately and at its own expense replace it with another software component whose use does not violate license requirements or applicable copyright laws.

17.4.2 The Contracting Party shall reimburse Porsche for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.

If one of the properties guaranteed in section 17.3 is missing, this is considered a material breach of contractual duty and the contract product concerned is considered defective.

18. Provision

Porsche reserves the right of ownership of the items provided by Porsche. Processing or transformation by the contractual partner is carried out on behalf of Porsche. If the items are processed or mixed with other items that do not belong to Porsche, Porsche acquires co-ownership of the new item in proportion to the value of its items in relation to the other processed or mixed items at the time of processing. If the mixing takes place in such a way that the object of the contractual partner is to be regarded as the main item, the contractual partner hereby transfers to Porsche a pro rata co-ownership

of the main object. Porsche hereby accepts the transfer. The contractual partner shall hold the sole ownership or co-ownership free of charge for Porsche.

19. Retention of Title

The Contracting Party retains ownership of all goods delivered by it until full payment has been made for the delivery in question. Other forms of retention of title are not recognized by Porsche.

20. Term and Termination of the Agreement

20.1 If the Contracting Party owes a work performance, Porsche may terminate the entire contract or parts thereof at any time, in the case of ongoing performance, only with a reasonable period of notice. If the contractual partner is not responsible for the termination, his claim to remuneration is based on the statutory provisions with the proviso that the presumption pursuant to § 648 sentence 3 BGB is limited to 2.5 percent, unless the contractual partner can prove a higher amount. If the termination takes place for good cause without observing a notice period, the contractual partner is only entitled to remuneration for the contractual services concluded and proven up to the date of termination, if Porsche can reasonably be expected to use these contractual services and the contractual services are usable. Otherwise, there is no entitlement to remuneration.

20.2 If the Contracting Party owes a service, Porsche may terminate the contract or parts thereof at any time. If the termination takes place due to the contractual partner's conduct in breach of contract for which he is responsible, or if the contractual partner terminates the contract without being prompted to do so by Porsche's conduct in breach of contract, only the contractual services rendered up to that point in accordance with the contract, self-contained and proven are to be remunerated, insofar as these can be used by Porsche. Porsche's claims for damages remain unaffected. If the contractual partner is not responsible for the reasons for termination, Porsche will reimburse the expenses demonstrably incurred up to the termination of the contract and resulting directly from the order, including the costs of liabilities that cannot be resolvable accordingly. The contractual partner shall not be entitled to any further claims for performance or damages on the occasion of termination.

20.3 The rights to the results created up to the termination shall be transferred to Porsche in accordance with Section 15.

20.4 Upon execution of the contractual service agreed upon in the order or upon termination, the Contracting Party shall hand over all performance results as well as the documents provided to it by Porsche, including parts, samples and digital data carriers, without being asked to do so. A right of retention on these documents exists only on the basis of undisputed or legally established claims arising from the same legal relationship.

20.5 Any termination must be made in writing.

21. Confidentiality

21.1 The Contracting Parties are obliged to treat all Confidential Information within the meaning of this Section 21 of the other Contracting Party confidentially, to protect it from access and knowledge by third parties, in particular by means of appropriate technical and organizational measures, and not to transmit or make available to third parties, in whole or in part, directly or indirectly, and to use it exclusively in accordance with and for the performance of the Contract and only to make it available to those of its employees who need the Confidential Information for the purpose of performing the contract and who are themselves subject to a confidentiality obligation. Companies affiliated with Porsche pursuant to Section 15 of the German Stock Corporation Act (AktG) are not considered third parties by Porsche in the above sense. "Confidential Information" means any written, oral, electronic, visual, or any other communication, document, disclosure, material, or other information, whether or not in place, of the Disclosing Party, including, but not limited to, data, know-how, source code, technical and non-technical information, materials, prototypes, samples, specifications, pricing, and other operational information, and including all Reproductions thereof which are transmitted to the other Party in connection with the Agreement or otherwise made available, regardless of whether they are expressly marked as "confidential" or "protected" or whether the disclosing Party's intention to maintain secrecy results from the nature of the information or otherwise.

Information shall not be considered Confidential Information to the extent that the receiving Party can demonstrate that such information:

- were known, generally known or freely available to the receiving Party at the time of transmission or making available;
- have become generally known or freely available to the public after their transmission or disclosure without direct or indirect breach of a duty of confidentiality vis-à-vis the disclosing Party;
- have been transmitted or made available to the receiving Party by an authorised third party outside the scope of a duty of confidentiality vis-à-vis the disclosing Party;

- by the receiving Contracting Party without use of, or reference to, the,

Confidential Information of the Disclosing Party has been created or developed;

- has been expressly marked or described in writing by the disclosing party as non-confidential; or
- the receiving contracting party is obliged to disclose on the basis of a final judicial or administrative decision.

The obligations under this clause 21.1 shall apply for the term of the contract or its performance and for a period of five years thereafter.

The subcontractors and subcontractors used in the context of the Project are not third parties within the meaning of this Regulation, provided that they are subject to a confidentiality obligation in accordance with the provisions of this Section 21.1, whereby the disclosure of Confidential Information shall be limited to those Confidential Information that they need to provide their services to the receiving Contracting Party.

21.2 The Contracting Party may only advertise the business relationship with the prior written consent of Porsche.

22. Information Security

The Supplier undertakes to take the current state-of-the-art measures to protect with immediate effect all of the Purchaser's information and data against unauthorised access, manipulation, destruction or loss, prohibited transmission or any other prohibited processing or other misuse.

The full range of current recognized state-of-the-art precautions and measures must be taken to back up Purchaser data and to ensure that data stocks are at all times archived and can be restored in compliance with the law and at no risk of loss. On request of the Purchaser, the Supplier is obliged to have a TISAX assessment (www.tisax.de) carried out with the TISAX assessment scope specified by the Purchaser. Also, the Supplier should make the result available to the Purchaser within a reasonable period of time.

23. Data protection and assignment of data

23.1 If the Contracting Party obtains access to personal data in the course of the provision of the contractual services, it shall comply with the applicable data protection regulations, in particular process personal data exclusively for the purpose of providing the contractual services (purpose), ensure that its employees have access to the data only to the extent absolutely necessary, and oblige its employees in writing on data secrecy to comply with the data secrecy requirements, data protection regulations and prove this to Porsche on request. In the event of the processing of personal data by the contractual partner on behalf of Porsche, the data protection agreement required by Porsche must be concluded (in particular the order processing agreement) before the contractual partner gains access to personal data from Porsche. The contractual partner assures that the processing of personal data attributable to Porsche or its customers only takes place within the territory of the Federal Republic of Germany, a member state of the European Union or a state party to the Agreement on the European Economic Area. Deviations from this must be expressly agreed in writing between Porsche and the contractual partner.

23.2 The contractual services must be provided in accordance with the requirements for data protection by design and by default settings (Art. 25 GDPR), insofar as these requirements are applicable to the contractual services. In this case, the contractual partner shall provide Porsche with the documentation of the implementation of these requirements upon request and shall ensure that the principles for the processing of personal data (Art. 5 GDPR) can be fulfilled in the intended use of the contractual services.

23.3 The Contracting Party acknowledges that all data generated by Porsche, the Contractual Partner, the End Customer or any other third party from or in connection with the use of the subject matter of the Contract shall be assigned to Porsche, unless the End Customer or another third party is entitled to it under applicable law. The Contracting Party will not assert any ownership or other rights to this data and, in particular, will not use the data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The right of the contractual partner to use data for the performance of this contract, insofar as this is necessary for this purpose, remains unaffected.

24. Compliance and Sustainability

24.1 The Contracting Party undertakes to take all measures that are necessary and appropriate to combat corruption and avoid other violations of the law, in particular antitrust law, competition law, environmental protection, customs and foreign trade law and the rights of employees. The Contracting Party shall take reasonable organisational measures (including legal or contractual) measures to prevent its legal representatives, employees, subcontractors, consultants or other third parties commissioned by it from making themselves liable to prosecution by committing or omitting acts, for example, for bribery, corruption, granting of advantages, acceptance of advantages, money laundering, fraud or breach of trust. 24.2 In the event of a breach of these obligations or if there is a reasonable suspicion of such a breach in connection with the performance of the obligations under this Agreement, the Contracting Party shall immediately inform Porsche and inform Porsche of the corrective measures it will take to remedy the breach and prevent future breaches. If the contractual partner fails to inform Porsche immediately or to take appropriate remedial measures within 60 days of becoming aware of it, Porsche is entitled to take appropriate legal action, up to and including the termination of the contract in question without notice or the termination of the business relationship with immediate effect. It is incumbent on Porsche to refrain from such consequences and instead to take alternative measures if the contractual partner can credibly assure and prove that it has immediately taken countermeasures to avoid similar infringements in the future.

24.3 The Contracting Party shall indemnify Porsche, its legal representatives, organs and employees against all claims, damages, costs and expenses and, among other things, legal costs resulting from the breach of the obligations under this clause, unless such breach is attributable to Porsche or a third party commissioned by Porsche.

24.4 Insofar as Porsche or authorities demand insight into the production process or the provision of services and the documents and processes of the Contractual Partner relating to the order in order to verify certain requirements, the Contractual Partner undertakes to allow such a review or audit in its area and to provide all reasonable support in doing so.

24.5 In all other respects, the "Volkswagen Group's Requirements for Sustainability in Relations with Business Partners (Code of Conduct for Business Partners)" available under www.porscheengineering.com/peg/en/conditionsofpurchase/ apply. Provisions of the "Guideline Code of Conduct for Business Partners". In all other cases, the provisions of the Guideline "Principles of Conduct for Business Partners" available under www.porscheengineering.com/peg/en/conditionsofpurchase/ apply.

25. General Provisions

25.1 If one of the Contracting Parties ceases to make payments or if insolvency proceedings are filed against its assets or an out-of-court arrangement with creditors, the other Contracting Party shall be entitled to withdraw from the Agreement for the unfulfilled part. This shall apply mutatis mutandis if the economic situation of a contracting party deteriorates in such a way as to seriously jeopardise the performance of the contract.

25.2 The place of performance for the contractual services of the contractual partner is the registered office of Porsche. Something else can be arranged for delivery.

25.3 Should any provision of these Terms and Conditions of Purchase and the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obliged to negotiate in good faith on a provision replacing the invalid provision. This applies mutatis mutandis in the event of a regulatory loophole.

25.4 The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention of 11.4.1980 on Contracts for the International Sale of Goods (CISG) is excluded.

25.5 The exclusive place of jurisdiction is the registered office of Porsche, whereby Porsche reserves the right to assert claims at the court of the registered office of the contractual partner.

25.6 These Terms and Conditions of Purchase have been drawn up in German and English. In the event of any inconsistencies or discrepancies between the German and English versions, the German version shall prevail.