

# DAIMLER TRUCK

## Annex 1 to DTST 12/2021

(Changes to DTST 36/01, new DTST 42/01)

The following provisions shall apply to purchase agreements, delivery call-offs, purchase orders and contracts for development work from December 1st, 2022 on as an amendment to Daimler Truck AG's existing DTST (version 12/2021). If a reference is made to individual DTSTs, the provisions therein shall supplement the respective DTSTs (version 12/2021) of Daimler Truck AG, unless a contrary provision has been explicitly agreed upon which replaces the corresponding provision of the respective DTST (version 12/2021). Unless reference is made below to individual DTSTs (version 12/2021) of Daimler Truck AG, the relevant DTSTs (version 12/2021) of Daimler Truck AG shall continue to apply without restriction. Leinfelden-Echterdingen, December 1st, 2022

The chapter **"Sustainability and Environmental Protection"** is replaced by the chapter **"Sustainable Cooperation"**. The **DTST 36/01 "Sustainability and Environmental Protection"** are completely replaced by the following **DTST 36/02 "Social Responsibility, Environmental Protection and Product Compliance"**:

### **DTST 36/02: Social Responsibility, Environmental Protection and Product Compliance**

The following provisions define the standards and requirements on social responsibility, environmental protection and product compliance of DTAG that DTAG Partners must meet: compliance with internationally recognized human and labor rights, in particular the prohibition of child labor and forced labor, the handling of conflict minerals, compliance with environmental standards and guidelines, including precautionary environmental protection, as well as compliance with relevant product requirements and animal welfare regulations. The provisions are based on the DTAG "Business Partner Standards" and our company-wide "Declaration of Principles for Social Responsibility and Human Rights". They are also based on national laws and regulations, in particular the German Supply Chain Due Diligence Act of 16 July 2021 (LkSG), as well as international standards such as the International Bill of Human Rights, the 10 principles of the United Nations Global Compact (<http://www.unglobalcompact.org>), the United Nations Guiding Principles on Business and Human Rights (hereinafter referred to as "UN Guiding Principles", (OHCHR | Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework), the OECD Guidelines for Organization for Economic Co-operation and Development (OECD.org) and the core labor standards of the International Labor Organization (ILO, <http://www.ILO.org>).

**The Partner hereby agrees to comply with the following standards:**

## **I. Standards on Human Rights and Good Working Conditions**

### **1. Prevention of child labor**

The Partner is obliged to comply at least with the ILO Convention No. 138 on Minimum Age of Employment and No. 182 on the Prohibition of Worst Forms of Child Labor in its enterprise. In particular, the Partner warrants for its enterprise that the products to be supplied are or were manufactured and processed without child labor within the meaning of ILO Conventions No. 138 and 182 and without violations of obligations arising from the implementation of these Conventions or any other applicable, national or international regulations combatting child labor.

### **2. Prohibition of forced labor and modern slavery**

- 2.1 The Partner assures for its enterprise that all its employer practices are at least in line with ILO Conventions No. 29 and No. 105. In particular, all employees must have the freedom to terminate the employment relationship subject to a reasonable period of notice. This shall also apply to the use of external workforce.
- 2.2 All forms of forced labor, in particular compulsory labor, debt bondage, human trafficking and any other form of modern slavery, as well as other forms of domination or oppression in the workplace, such as through extreme economic or sexual exploitation and humiliation, must be prohibited.
- 2.3 The Partner may not restrict the freedom of movement of its employees by retaining ID documents or other measures against the will of the employees. Nor may any financial burden be imposed on employees by illegally withholding wages or imposing fees in the recruitment process.

### **3. Freedom of association, right to collective bargaining and the right to strike**

The Partner has to respect the right of its employees to establish or join organizations of their own choosing, to appoint a representation and be elected for such a representation. Employees must be able to communicate openly and regularly with the company management in employee representations about working conditions without having to fear reprisals in any form. Their organizations are free to operate in accordance with the applicable law of the place of employment. Depending on the law of the place of employment, this includes in particular the

right to collective bargaining and the right to strike. In this regard, ILO Conventions No. 87 and No. 98 are relevant. When freedom of association and the right to collective bargaining are restricted by law, the Partner must seek alternative ways to best respect the principles of ILO Conventions No. 87 and No. 98 in accordance with local laws.

#### **4. Non-discrimination clause**

Discrimination of employees is prohibited in any form. In particular, unequal treatment in employment on the basis of sex, national and ethnic origin, social origin, disability, trade union membership, political conviction, religion or belief, health status, age, pregnancy or sexual orientation is prohibited, unless it is justified by the requirements of employment. The Partner is at least obliged to take measures to avoid discrimination within the meaning of ILO Conventions No. 111 and No. 100.

#### **5. Health and Safety**

As an employer, the Partner shall ensure occupational safety and health at work in accordance with the ILO Conventions applicable at the place of employment, in particular ILO Convention No. 155, as well as the provisions of national law. This includes, in particular, the establishment and application of appropriate management systems for occupational health and safety ("management systems") in order to be able to take the necessary preventive measures against accidents and damage to health arising in connection with the work activity. The Partner declares its willingness to continuously improve its management systems and to work towards the introduction of a recognized and certified occupational health and safety management system (e.g. ISO 45001) within a reasonable period of time. The Partner must have health and safety guidelines in place, support the continuous development and improvement of working conditions and provide all employees with relevant training on a regular basis. The Partner must ensure a safe workplace, the necessary work equipment and appropriate protective equipment as well as protect its employees from excessive physical and mental fatigue. Employees will also be given access to sufficient drinking water and clean sanitary facilities. Where applicable, this also applies to accommodation provided by the Partner. If necessary, accommodation must also be dimensioned and equipped in such a way that accidents and damage to health are prevented as far as possible and appropriate accommodation is ensured.

#### **6. Fair working conditions (remuneration, social benefits and working hours)**

- 6.1 The Partner must ensure appropriate remuneration and must guarantee the social benefits prescribed by applicable law. Remuneration must, at a minimum, be in line with the minimum wage under applicable law. Insofar as the applicable law does not provide for minimum wage regulations, the remuneration shall be calculated in accordance with the law of the place of employment. In any case, remuneration must enable employees to secure at least their livelihood. Thereby, respective local cost of living of the employee and his family members as well as the local social security benefits and remuneration for full-time employment must be taken into account. Wages must be paid out in full and on a regular basis for services rendered and may not be retained illegally. The Partner must ensure that employees receive clear, detailed and regular information on the composition of their remuneration in an appropriate form.
- 6.2 Working hours must comply with applicable laws or, insofar as these ensure a higher level of protection, with industry standards, but at least with the ILO Conventions applicable at the place of employment, in particular ILO Conventions No. 1 and No. 30. Overtime should only be voluntary and employees should be granted at least one day off after 6 consecutive working days.

#### **7. Use of public and private security forces**

In case the Partner deploys its own security forces to protect its operations or commissions security forces for this purpose, it must ensure that they comply with internationally recognized human rights. The Partner must, in particular, refrain from commissioning or deploying security forces, if during deployment persons are treated inhumanly or degradingly, suffer damage to life or limb or if their right to organize and the freedom of association is impaired.

#### **8. Rights of minorities, local communities and indigenous peoples**

- 8.1 The Partner may not unlawfully engage in forced eviction or unlawfully take land, forests or bodies of water, the use of which secures the livelihoods of a person.
- 8.2 The Partner must refrain from causing any harmful soil change, water and air pollution, noise emissions or excessive water consumption that is damaging to the health of persons, significantly impairs the natural bases for the preservation and production of food, or denies or significantly impedes people's access to safe and clean drinking water or sanitary facilities.

## **II. Human Rights Due Diligence**

### **1. Implementation of human rights due diligence**

The Partner is obliged to establish processes for human rights due diligence in its company (in particular a risk management system) within a reasonable time, provided that the Partner supplies products or provides services to DTAG that come with a risk of potential negative impacts on human rights in the value chain, and to take, systematic and appropriate due diligence measures in connection with human rights based on this process. Relevant in this regard are the national due diligence laws applicable to the Partner as well as the provisions of the UN Guiding

Principles and relevant OECD Guidelines and Principles. In accordance with the UN Guiding Principles and, where relevant, in accordance with applicable laws, the Partner shall design the adequacy and scope of these measures according to the size and turnover of its enterprise, the nature and the origin of the product or service as well as the raw materials contained therein, and, in particular, according to the associated risks.

## **2. Transparency, cooperation and participation**

- 2.1 As a prerequisite for the implementation of human rights due diligence measures referred to in Section II.1 above, the Partner shall establish transparency in its supply chain through internal processes in order to identify human rights risks and, where necessary, to be able to take appropriate counter- and control measures.
- 2.2 Upon request of DTAG, the Partner is obliged to provide information about the processes established in its company for human rights due diligence and, on request, must in particular answer self-assessment questionnaires completely and truthfully by submitting corresponding documents.
- 2.3 Upon request of DTAG the Partner must inform DTAG of identified risks and/or mitigating measures and must also provide DTAG with respective documentation of its due diligence measures. In particular, the Partner must identify critical human rights “branch points” (e.g. mines, smelters and refineries) and provide information about this on request (e.g. about the company and production location of the “branch point”). DTAG is committed to the UN Guiding Principles and strives to make such human rights-critical “branch points” transparent in the DTAG supply chain; the Partner declares its willingness to support this goal to the best of its ability.
- 2.4 The Partner allows DTAG to use the information obtained in accordance with these DTST 36 in the context of requests for information addressed to DTAG or other self-assessments relating to the processes established at DTAG for human rights due diligence, without prejudice to any confidentiality obligations on a need-to-know basis.
- 2.5 If a breach of the standards on human rights and good working conditions listed in Section I cannot be remedied by a partner in the foreseeable future, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). The Partner shall support DTAG to the best of its ability.
- 2.6 At the request of DTAG, the Partner undertakes to participate in trainings and further courses on the human rights standards and expectations of DTAG and will confirm its participation to DTAG upon request by providing appropriate documentation.
- 2.7 The Partner must pass on information received from DTAG on the accessibility, responsibility and on the implementation of a complaints procedure to its employees in a suitable manner. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against disadvantage. Unless notified by DTAG about a complaints procedure, the Partner itself is responsible for setting up an effective complaints mechanism at enterprise level for individuals and communities whose human rights may be negatively impacted.

## **3. Inspection and auditing**

- 3.1 DTAG is entitled to inspect and audit the processes established by the Partner for human rights due diligence and the creation of transparency, including the due diligence measures taken by the Partner in connection with human rights, as well as the timely implementation of a corrective action plan, or to have them inspected or audited by a third party commissioned by DTAG. The Partner shall provide DTAG or a third party commissioned by DTAG with all requested information and documents for inspection and give them the opportunity to conduct discussions or interviews with the managing directors, managers and employees, insofar as this is reasonably necessary for these purposes. The Partner shall allow DTAG or a commissioned third party to make copies and extracts.
- 3.2 As part of supplying the products or the provision of services, the Partner must also ensure that DTAG or a third party commissioned by DTAG can also inspect and audit its suppliers and sub-suppliers in the event of a risk-based necessity.
- 3.3 DTAG may use the information and findings from these inspections and audits to fulfill legal obligations, such as those arising e.g. from reporting requirements.

## **4. Responsible sourcing of conflict minerals**

- 4.1 The Partner undertakes not to commit or participate in any serious human rights violations such as torture, cruel and degrading treatment, including corporal punishment, sexual violence, war crimes and crimes against humanity. Suppliers of raw materials originating from conflict-affected and high-risk areas or transported through conflict-affected areas and suppliers using such raw materials in their products must effectively meet their due diligence obligations in the supply chain in order to minimize the risks of actual and potential adverse effects along the supply chain. They shall describe in a suitable strategy how they systematically identify, prioritize and initiate countermeasures.
- 4.2 Suppliers of 3TG (tin, tantalum, tungsten and gold) and suppliers who use these raw materials in their products must identify, disclose and evaluate all smelters and refineries within the supply chains and assess whether they have carried out a due diligence process in accordance with the OECD Due Diligence Principles for the Promotion of Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas. For this purpose, the affected suppliers must implement at least established procedures, such as the Responsible Minerals Assurance

Process (RMAP). The affected suppliers shall ensure that, at the time of the start of production, these materials are procured exclusively from refineries and smelters that meet the requirements (status: conformant) of the RMAP of the Responsible Minerals Initiative (RMI). The affected suppliers must submit corresponding proof (e.g. a Conflict Minerals Reporting Template – CMRT) to DTAG on request. If a smelter or refinery used does not comply with this standard, DTAG may require the Partner to remove refineries and smelters that are not RMAP-compliant from the DTAG supply chain in the long term.

### III. Environment

#### 1. General environmental responsibility, environmentally friendly production and products

- 1.1 The Partner ensures that its production and products fully comply with the applicable environmental regulations, including permit conditions. The Partner will act in accordance with the precautionary principle with regard to environmental protection, take initiatives to promote greater environmental responsibility and promote the development and diffusion of environmentally friendly technologies.
- 1.2 Partners who supply components and/or production material are obliged to implement a certified environmental management system in accordance with ISO 14001, EMAS or comparable standards no later than two years after conclusion of the supply contract, to operate it for the entire term of the business relationship with DTAG and to submit a corresponding certificate. Proof must be provided by means of certification by an accredited certification company. A renewed certificate must be submitted in good time before the expiry of the validity period. Partners who do not supply components or production material must submit corresponding proof to DTAG on request.

#### 2. Climate protection

- 2.1 The Partner shall strive to develop suitable corporate targets for its Scope 1, 2 and 3 emissions and take measures to work towards achieving the goals of the Paris Agreement. The Partner shall regularly monitor its progress and report to DTAG on request, in particular with regard to its CO<sub>2</sub> footprint at product level.
- 2.2 In order to reduce CO<sub>2</sub> emissions, the partner is supposed to follow the principle of prevention, reduction – and if this is not possible – compensation and neutralization.
- 2.3 The partner is supposed to follow DTAG's Ambition 2039. The partner must commit to the material- and component-specific CO<sub>2</sub> targets of DTAG, which are agreed as part of the awarding process, and aim to convert to CO<sub>2</sub>-neutral products in the medium term. To contribute to these goals, these expectations must be passed on to the Partner's own supply chain.

#### 3. Production-related environmental protection

The Partner shall ensure a high level of environmental protection in all phases of production. Against this background, the Partner shall ensure the following in particular with regard to its own production facilities and production.

- 3.1 Use and consumption of resources, including water and energy
  - a) The use and consumption of resources (including water and energy) during production must be reduced or avoided. This is done either directly at the place of origin or through procedures and measures, e.g. by changing production and maintenance processes or operations in the company, by using alternative materials, by savings, by recycling or by reusing materials.
  - b) Energy consumption must be monitored and documented. Economic solutions need to be found to improve energy efficiency and minimize energy consumption.
  - c) The Partner shall typify, monitor, check and, if necessary, treat waste water from operating procedures, manufacturing processes and sanitary facilities prior to discharge or disposal.
- 3.2 Handling of waste/Basel Convention
  - a) The Partner is obliged to reduce or avoid the generation of waste of any kind.
  - b) The Partner must comply with the prohibitions on the export of hazardous waste and the obligations in or from the Basel Convention as of 22 March 1989 in its current version. Section II. no. 1 to 3 shall apply accordingly.
- 3.3 Air

The Partner is obliged to find economical solutions to minimise any emissions (air and noise emissions) in production. General emissions from operations (air and noise emissions) as well as greenhouse gas emissions must be typed, routinely monitored, verified and, if necessary, treated by the Partner before they are released. The Partner is also obliged to monitor their emission control systems.
- 3.4 Hazardous substance management

Chemicals and other substances, that pose a hazard if released into the environment, must be identified. The Partner must set up a hazardous substance management system for them so that they can be safely handled, transported, stored, reprocessed or reused and disposed by using suitable procedures.

#### 4. Product-related environmental protection

The Partner shall ensure the following in particular with regard to product-related environmental protection.

##### 4.1 Material data sheets

The Partner must provide correct and complete IMDS (International Material Data System) material data sheets free of charge for all new and modified components or articles as well as for all substructure parts and/or service products contained in the spare parts. Within the course of new and change sampling, the material data sheets must be made available at the latest with the request for sampling. Incorrect material data sheets are rejected and must be corrected as soon as possible. Material data sheets not yet provided within the supplier relationship can be requested. Although sampling is generally not performed for carry-over, standard and so-called small parts organization parts when used in new series, material data sheets must also be provided for these parts or the articles contained therein on request. With regard to the delivery of plastic components, the Partner is obliged to document the use of recycled materials in IMDS. The exact proportion of recycled material [mass %] must be specified in the "Recycled material" tab.

##### 4.2 Prohibitions and restrictions on substances

Substances and mixtures that are subject to legal restrictions or prohibitions may only be contained in the materials or components supplied or in the articles contained therein in accordance with these regulations. DTAG assumes that the Partner is aware of and will fulfil the obligations in accordance with these regulations. The Partner must comply with the material negative list in accordance with Daimler-Benz Supply Specifications (DBL) 8585.

##### 4.3 Labelling

Substances and mixtures, as well as substances and mixtures in articles, components or products must be labelled in accordance with the legal requirements.

##### 4.4 Minamata Convention and Stockholm Convention

Mercury must be used by the Partner in accordance with the provisions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended. Section II. no. 1 to 3 shall apply accordingly.

##### 4.5 REACH Regulation

- a) The Partner ensures that substances, substances in preparations and substances in articles that require registration are only delivered to DTAG if they are registered in accordance with Art. 5 and Art. 6 or Art. 7 Para. 1 of Regulation 1907/2006/EC (REACH-Regulation) for use at DTAG. The Partner also ensures that notification for substances in articles delivered, that are subject to notification according to Art. 7 Para. 2 REACH-Regulation, is performed by the Partner or – if the product was not manufactured by the Partner or imported – by a supplier or sub-supplier or, alternatively, the substance is registered for the intended use (Art. 7 Para. 6 REACH Regulation).
- b) In general, when developing a new component and/or article it must be abstained from using substances listed in Annex XIV of the REACH Regulation. If the use of such substances is unavoidable, this is only permitted if it has been approved in writing or in text form by the respective DTAG component manager (Bauteilverantwortlicher, BTV). The Partner must provide evidence to DTAG that the Partner or one of its suppliers or its sub-suppliers has submitted an application for approval for the required use no later than reaching the "latest application date" according to REACH-Regulation (18 months before "sunset date" according to REACH-Regulation). Otherwise, the Partner must take measures to ensure that the requirements of the REACH Regulation are complied with.
- c) As a precautionary measure for new developments it must also be abstained from using substances that the European Chemicals Agency ECHA has put on the list in Annex XIV (so-called "candidate list" in accordance with Art. No. 59 REACH-Regulation) if alternatives exist under technical and economic constraints. In case no alternatives exist, the use of the corresponding substance must be approved by the respective component manager (Bauteilverantwortlicher, BTV).
- d) If substances subject to registration are not registered or substances listed in Annex XIV of the REACH Regulation are not permitted for the contractually intended uses at the time of delivery or a notification pursuant to Art. 7 Para. 2 REACH-Regulation is missing or if a component contains a substance listed in Annex XIV of the REACH-Regulation or on the candidate list, the Partner is obliged to contact DTAG directly: reach-kontakt@daimlertruck.com in order to initiate remedial measures.
- e) Insofar as the delivered components, spare parts, attachments, accessories and/or packaging and/or articles contained therein, contain substances of very high concern (so-called SVHCs), which are published in the candidate list, to a proportion of more than 0.1% by weight, the Partner is obliged to provide all information pursuant to Art. 33 Para. 1 REACH-Regulation. This also applies if such a substance is included on the candidate list during the ongoing supply relationship. The information shall be communicated in written form, preferably via IMDS.

##### 4.6 Interior emissions

Interior emissions must be minimized. The limits listed in DBL 5430 must be complied with.

#### 4.7 End-of-life vehicles

- a) In case the components and/or articles to be supplied by the Partner are subject to the Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 (the End-of-Life Vehicles Directive) or are intended for vehicles that are subject to the End-of-Life Vehicles Directive, the Partner undertakes to provide information on disassembly, information on the design and manufacture in a manner suitable for reutilization and recycling, as well as a concept for drying and offloading pollutants. A utilization concept must be provided for selected components in consultation with DTAG.
- b) The Partner must also comply with the VDA Labelling Standard 260 and MB-Standard 33035 for materials and components.

#### 5. Holistic accounting for continuous improvement of products and production

- 5.1 DTAG conducts life cycle assessments based on ISO 14040 et seq. to determine and improve the overall environmental profile.
- 5.2 The Partner shall therefore provide DTAG with information on the relevant products, materials and processes upon request. DTAG guarantees that this information will be treated strictly confidential and will only be used for the purpose of holistic accounting.
- 5.3 DTAG obliges the Partner to communicate and disclose its CO<sub>2</sub> and environmental footprint of products. DTAG uses LCA as a holistic tool and provides a guideline that provides information on standards and methods to be complied with (please refer to the supplier portal).
- 5.4 Data must be provided in a defined documentation format (VDA data collection format for life cycle assessments). The period and data quality must be agreed between DTAG and the Partner.

#### IV. Product Compliance

The Partner shall ensure within its area of responsibility that its scope of performance complies with all product requirements resulting from applicable regulations, policies, directives, laws, technical standards or other comparable applicable provisions. In doing so, the partner must take into account the fundamental spirit of the respective provision as well as the scientific and technical state-of-the-art. Further, the Partner has to establish adequate structures within his organization to ensure the adherence to all these product requirements and the corresponding documentation. The structures should provide orientation and guidance for the Partners' employees and consider aspects such as product conformity, integrity and ethical understanding.

The Partner shall comply with and implement the requirements of the VDA Volume Produktintegrität (Product Integrity). However, it is left to the Partner to decide, if the Partner implements a Product Safety and Conformity Representative (PSCR) or not.

If the Partner gains knowledge of facts that substantiate suspicions of a violation of above-mentioned product requirements regarding safety, emissions and/or regulatory conformity with implications for DTAG, the Partner must immediately notify DTAG in text form and, if the Partner may be responsible for such a violation, immediately investigate the facts.

#### V. Animal welfare

The Partner is obliged to comply with the applicable laws and regulations on animal welfare in the context of its business relationships with DTAG.

#### VI. Forwarding of standards in the supply chain

The Partner will forward the contents of the DTST 36, Section I, II, III. no. 3.2. and III. no. 4.4 and IV, to its suppliers, placing them under corresponding obligations, and will monitor and check compliance with the standards (cf. Sections I, II, III. no. 3.2. and III. no. 4.4. and IV) in the supply chain. In particular, the Partner is responsible for ensuring and controlling that his suppliers and their sub-suppliers also act in accordance with these standards. In case the Partner has any suspicions with regard to a violation of these standards in the supply chain, the Partner is obliged to investigate these and to inform DTAG upon request about the identified violations and risks as well as the measures taken.

#### VII. Consequences of a breach by the Partner

Should DTAG determine a violation of the obligations arising from these DTST 36 by the Partner, DTAG will inform the Partner of this immediately in writing or in text form and set a reasonable grace period for the Partner to remedy the breach. In the event that a violation can foreseeably not be remedied by the Partner within the grace period, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). In case of fruitless expiration of the grace period or the implementation of the corrective action plan does not remedy the situation within the agreed schedule and a continuation of the business relationship is unacceptable for DTAG and no milder means are available, DTAG may terminate all existing legal transactions with the Partner without further notice and terminate all negotiations. The statutory right to extraordinary termination without a grace period, in particular in the event of very serious violations, remains unaffected, as does the right to compensation for damages.

The following **DTST 42/01 “Information Obligations, Rights to Data and Data Exchange”** is newly added to this chapter:

## **DTST 42/01: “Information Obligations, Rights to Data and Data Exchange**

### **I. Information Obligations**

The Partner will inform DTAG immediately if he becomes aware that a product already delivered to DTAG is defective or, in combination with another vehicle part/accessory or due to the foreseeable (mis)use of the vehicle, could lead to a problem with regard to product compliance (safety, emissions or regulatory conformity), and will clarify the situation immediately. The Partner will inform DTAG appropriately about the progress of clarifying the facts and immediately about its result as well as its recommendation (e.g. necessity of a field measure) for products already brought into the field. At the request of DTAG, the Partner will immediately inform DTAG of the current status of the clarification of the facts in the form requested by DTAG (e.g. in writing or by issuing test reports).

### **II. Rights to Data**

#### **1. Definitions**

1.1 "DTAG-Data" is all data that (i) DTAG itself, an affiliated company (§15 of the German Stock Corporation Act (AktG)) of DTAG or a third party commissioned by DTAG provides and/or (ii) occurs, is collected, saved or used with usage of the deliveries and development work of the Partner for vehicles or with vehicle usage or in the vehicle (especially in electronic control units or sensors) and/or (iii) is derived from or arises out of such data. This applies to such data respectively in total in the respective form.

Data in the aforementioned sense does for example not include components, hardware, software, IT systems, source code, sketches, Partner's development work itself and work results resulting from development work.

1.2 "Production and inventory data" is all data that (i) is created, collected, stored or used during the production or production process of the parts by the Partner or a third party commissioned by the Partner, and (ii) data derived from such data.

1.3 "Data on Finance" are the latest audited financial statements including balance sheet, profit & loss statement and cash flow statement as well as the group's consolidated financial statements as well as a legal entity chart of the group (showing relations to the parent company and group companies as well as ownership structures).

#### **2. Rights of use**

2.1. Between the Partner and DTAG, DTAG has the sole, permanent, unrestricted (in place, content or function) and irrevocable right to DTAG-Data. This includes all known and unknown types of usage.

2.2. For Production and Inventory Data to which DTAG receives access as intended in connection with the provision of services by the Partner, this right according to II. 2.1 is granted in a non-exclusive manner.

2.3 The preceding paragraph II. 2.2 applies to Data on Finance, provided that the data may only be used for internal purposes and is limited to the term of the business relationship.

3. Partner is entitled to use DTAG-Data only for the commissioned provision of services and only within the scope of the specification, but not exceeding that or for other purposes.

In case the Partner is entitled to forward the DTAG-Data to a third party commissioned with Partner's services, it is condition that the Partner agrees with the commissioned third party beforehand to the benefit of DTAG upon the rights laid down herein. Upon DTAG's request the Partner has to provide information thereon and provide suitable evidence.

4. As far as the Partner receives access to personal DTAG-Data, the Parties will enter into the necessary agreements separately. The Partner ensures compliance with data protection requirements within his sphere.

### **III. Supplier Quality**

DTAG relies on continuous data provision by its partners to sustainably improve quality. For this reason, general production and inventory data (particularly overall system effectiveness, first time through rate, finished part inventory, semi-finished part inventory, scrap rate, rework rate) can be requested continuously from the Partner. The Partner undertakes to provide DTAG with this data. In the event of emerging risks with regard to quality or supply, the Partner undertakes to transmit production and inventory data (in particular planned cycle time, actual cycle time, production environment, measured value of a characteristic(s), production environment of upstream supplier) for a limited period of time. DTAG shall inform the Partner in time of the data to be transmitted, the frequency and the method of transmission. The type and scope of the evaluation of the data provided are reserved solely for DTAG. The Partner ensures that the data to be transmitted are without reference to natural persons and that it is not possible to identify natural persons using the transmitted data. The transmission shall in no way release the Partner from its obligations, in particular the obligation to ensure trouble-free production, monitoring and a delivery free of defects of the parts. DTAG reserves all rights.

#### **IV. Financial Performance**

To guarantee security of supply in consideration of financial risks, upon request, the Partner agrees to provide to DTAG its latest audited financial statements including balance sheet, profit & loss statement and cash flow statement. If the Partner is affiliated to a group, the Partner agrees to also provide the group's consolidated financial statements as well as a legal entity chart (showing relations to the parent company and group companies as well as ownership structures).