

VOLKSWAGEN

GROUP AUSTRALIA

Non-Disclosure Deed

Party

#insert company name# (ABN **#insert ABN#**) of **#insert address#** (Recipient).

Operative terms

1. DEFINITIONS

Authorised Purpose means **#meeting to discuss representation opportunities in Australia#**.

Confidential Information means:

- a) information disclosed by or on behalf of the Discloser to the Recipient or its Representatives, or of which the Recipient or its Representatives become aware;
- b) information acquired by the Recipient or its Representatives in the course of discussions with the Discloser prior to the date of this deed in relation to the Authorised Purpose;
- c) information designated as confidential by the Discloser from time to time;
- d) the existence of and contents of this deed and any other instruments entered into or to be entered into in connection with this deed;
- e) the contents of any discussions between the parties relating to the Authorised Purpose; and
- f) any other information which by its nature should reasonably be considered to be confidential information of the Discloser,

whether or not marked as "Commercial in Confidence", "Proprietary" or "Confidential", and which may be provided in writing, electronically, verbally or otherwise, but does not include any information which the Recipient can prove is in the public domain, or was known to the Recipient at the time of disclosure, other than through a breach of this deed.

Discloser means a VGA Entity that discloses Confidential Information or Personal Information to the Recipient under or in connection with this deed.

GDPR means the General Data Protection Regulation (GDPR) (EU) 2016/679.

Law means any statute, law or order of a court, tribunal, governmental or regulatory body.

Notes means any notes or other documents which include the Confidential Information or any summary, extract or part of it.

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Privacy Law means the Privacy Act 1988 (Cth) and any other applicable legislation from time to time in force affecting privacy or personal information, including, without limitation, the GDPR.

Representative means an employee, contractor, officer, agent, adviser, or consultant of the Recipient.

VGA Entity means any of the following entities:

- a) Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of Level 7, 895 South Dowling Street, Zetland, NSW 2017;
- b) Volkswagen Financial Services Australia Pty Ltd (ABN 20 097 071 460) of Level 1, 24 Muir Road, Chullora NSW 2190.

2. CONFIDENTIALITY

The Recipient must:

- a) keep confidential and not disclose to any person the Confidential Information (subject to the disclosures permitted under this deed);
- b) not do any act or thing involving the use or disclosure of the Confidential Information which may cause loss or damage to the Discloser;
- c) not use or permit the use of the Confidential Information for any purpose other than the Authorised Purpose unless authorised by a separate written agreement with a Discloser and then only to the extent permitted by that agreement;
- d) not copy or reproduce the Confidential Information except to the extent necessary for the Authorised Purpose; and
- e) establish and maintain comprehensive security measures to ensure that any Confidential Information in its possession, custody or control is secure at all times, and without limiting this obligation, keep the Confidential Information no less secure than its own confidential information.

3. DISCLOSURE TO THIRD PARTIES

The Recipient may disclose the Confidential Information:

- a) with the prior written consent of the Discloser;
- b) to its Representatives to the extent that each has a need to know and use the information for the Authorised Purpose and subject always to ensuring that each Representative is aware of the confidentiality obligations imposed under this deed and is bound by the

terms of its agreement with the Recipient not to disclose or use the Confidential Information contrary to the terms of this deed; and

- c) to the extent required by Law (subject to complying with clause 4).

4. DISCLOSURE REQUIRED BY LAW

If the Recipient is required by Law to disclose any Confidential Information, the Recipient must before doing so:

- a) immediately notify the Discloser;
- b) if possible, give the Discloser a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
- c) notify the third party that the information is the confidential information of the Discloser.

5. REPRESENTATIVES

- a) A breach of this deed by a Representative will be deemed to be a breach of this deed by the Recipient.
- b) The Recipient consents, and must procure the necessary consents from its Representatives, to such inspections and audits as may be reasonably required by the Discloser for the purpose of auditing compliance by the Recipient and its Representatives with this deed.
- c) The Recipient must, upon request, provide to the Discloser a list of the names, positions and contact details of each Representative to whom the Recipient has disclosed any Confidential Information.

6. RETURN OF CONFIDENTIAL INFORMATION

The Recipient must, on the request by the Discloser, immediately:

- a) at the Discloser's option, return to the Discloser or destroy all Notes in the possession, custody or control of the Recipient and its Representatives;
- b) delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Representatives; and
- c) confirm by notice in writing to the Discloser that this clause 6 has been complied with in all respects.

7. BREACH OF CONFIDENTIALITY

- a) The Recipient must immediately notify the Discloser of, and take all steps necessary to prevent, any actual, threatened or suspected breach of this deed and comply with any directions issued by the Discloser regarding any unauthorised use or disclosure.
- b) The Recipient indemnifies and must keep indemnified the Discloser against any loss or damage arising from or incurred in connection with any breach of this deed by the Recipient or its Representatives.
- c) The Recipient must provide such assistance as may be reasonably requested by the Discloser in relation to any claim or proceedings that the Discloser may take against any Representative or other third party for unauthorised use or disclosure of the Confidential Information.

8. PRIVACY

- a) The Recipient will co-operate with the Discloser to ensure that the Recipient and the Discloser can comply with their obligations under the Privacy Laws.
- b) Without limiting clause 8(a), the Recipient agrees to, and will use all reasonable means to ensure that its Representatives:
 - i. comply with the Privacy Laws;
 - ii. do (or refrain from doing) anything required to ensure that the Discloser is able to comply with its obligations under the Privacy Laws;
 - iii. use and disclose Personal Information obtained only for the Authorised Purpose;
 - iv. maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure of personal information held in connection with this deed;
 - v. comply with all obligations relating to access to records, to the extent required by law;
 - vi. immediately notify the Discloser if the Recipient becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 8; and
 - vii. unless permitted or required by the Privacy Laws, not disclose any Personal Information held in connection with this deed to an overseas recipient, without the prior written consent of the individual concerned and the Discloser.
- c) The Recipient must ensure that any subcontract entered into for the purposes contemplated by this deed contains provisions to ensure that the subcontractor has the same awareness and obligations as the Recipient has under this clause 8.

- d) The Recipient agrees to indemnify the Discloser in respect of any loss suffered or incurred by the Discloser which arises directly or indirectly from a breach of any of the obligations of the Recipient under this clause 8.

9. DATA SECURITY

The Recipient must, and must ensure that its Representatives:

- a) access and use Personal Information and information solely, and only to the extent required, for the Authorised Purpose;
- b) comply with all security requirements applying to Personal Information as notified by the Discloser to the Recipient from time to time, in addition to any obligations under Privacy Laws;
- c) notify the Discloser immediately and comply with all directions of the Discloser upon becoming aware of any known or suspected breach, misuse, interference, loss or unauthorised access of or concerning any Personal Information; and
- d) do not take, transfer, transmit or disclose Personal Information or allow Personal Information to be taken, transferred, transmitted, accessed or disclosed, without the prior written consent of the Discloser.

10. RECIPIENT ACKNOWLEDGEMENT

The Recipient acknowledges that:

- a) the Discloser does not make any express or implied representation or warranty as to the accuracy, completeness or currency of the Confidential Information;
- b) the Discloser will not have any liability or responsibility to the Recipient resulting from the use of or reliance upon the Confidential Information by the Recipient or for errors in or omissions from the Confidential Information or the currency, accuracy, reliability or completeness of the Confidential Information; and
- c) the Confidential Information does not constitute an offer or recommendation by or on behalf of the Discloser.

11. NOTICES

- a) Any notice given in connection with this deed must be in writing and must be addressed to the Recipient or the Discloser (as the case may be) and either:
 - i. hand delivered to, or sent by post to, the Recipient or the Discloser's registered office, principal place of business or any other address the Recipient or the Discloser notifies for the service of notices; or
 - ii. sent by fax to any fax number the party notifies for the service of notices.

- b) A notice is taken to have been given:
- i. in the case of being hand delivered, on the date on which it is delivered;
 - ii. in the case of being sent by post to a place within the same country, on the third day after the date of posting;
 - iii. in the case of being sent by post to a place in another country, on the seventh day after the date of posting; and
 - iv. in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine.

12. INJUNCTIVE RELIEF

The Recipient acknowledges that unauthorised use or disclosure of the Confidential Information may harm the Discloser. Accordingly, the Recipient agrees that in addition to any other rights or remedies the Discloser may have, the Discloser will have the right to seek and obtain immediate injunctive relief from any breaches of this deed by the Recipient or its Representatives, without showing actual damage sustained by the Discloser.

13. ENTIRE AGREEMENT

This deed records the entire agreement between the parties and supersedes all previous negotiations, understandings, representations and agreements in relation to its subject matter.

14. ASSIGNMENT

The Recipient must not assign this deed without the prior written consent of the Discloser.

15. VARIATION

No provision of this deed nor a right conferred by it can be varied except in writing signed by the Discloser and the Recipient.

16. GOVERNING LAW

This deed is governed by the laws of New South Wales. The Recipient submits to the jurisdiction of the courts of New South Wales.

VOLKSWAGEN

GROUP AUSTRALIA

EXECUTED as a deed poll

DATED day of2024

EXECUTED for and on behalf of Entity)
Name (ABN **XXX XXX XXX**) by its duly)
authorised officer in the presence of:)
)
)
)

Signature of witness

Signature of authorised officer

Name of witness

Name of authorised officer

Position Held