

Terms and Conditions for AUDIPAY Enduser

J.P. Morgan Mobility Payments Solutions S.A.

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A. General

The following terms and conditions ("**TERMS AND CONDITIONS**") govern the contractual relationship ("**AGREEMENT**") between

J.P. Morgan Mobility Payments Solutions S.A. ("**MPS**")

and participants that have registered with MPS and have been enabled by MPS ("**CUSTOMER/S**").

CUSTOMERS can purchase goods and services from participating merchants ("**ACCEPTANCE POINTS**") through digital marketplaces and pay by means of a payment solution ("**AUDIPAY**") governed by the present AGREEMENT.

For this purpose, the operator of the marketplace ("**MARKETPLACE OPERATOR**") will provide the CUSTOMER with an online channel (e.g., website, mobile application). The MARKETPLACE OPERATOR can also offer goods and services to the CUSTOMER on the marketplace and in those circumstances functions as an Acceptance Point.

The CUSTOMER can use the services of MPS as follows: storage of its (payment) data with MPS for recurring use for future payment transactions (cf. Clause C).

MPS exclusively provides data storage services to the CUSTOMER and no payment services or other financial services. MPS solely provides payment services to the participating ACCEPTANCE POINTS or MARKETPLACE OPERATORS acting as payees, i.e., as beneficiaries of the payments made by the CUSTOMER via its own third-party service provider. As a result, the CUSTOMER will not be considered as a CUSTOMER of MPS with respect to payment services.

If persons have not registered with MPS to store their data ("**GUEST PAYER/S**") no contractual relationship arises between MPS and the GUEST PAYER. In these cases, MPS acts solely as a service provider to the relevant payee. The GUEST PAYER is therefore not a CUSTOMER of MPS. This also applies if the GUEST PAYER registers with the MARKETPLACE OPERATOR or the ACCEPTANCE POINT and saves its data for future payments.

By registering with MPS, the CUSTOMER accepts the present TERMS AND CONDITIONS. If the CUSTOMER does not agree to these TERMS AND CONDITIONS, it cannot use the data storage services of MPS.

Specific provisions set forth in ANNEX A are applicable in case the CUSTOMER is domiciled in Switzerland and, in case of any conflict with the present TERMS AND CONDITIONS, shall prevail over the TERMS AND CONDITIONS.

B. Participation requirements and registration process

In order to use AUDIPAY, the CUSTOMER must complete the registration process and fulfil the following conditions for participation.

I. Participation requirements

CUSTOMERS can use AUDIPAY either for private purposes ("**PRIVATE CUSTOMERS**") or for business purposes, i.e., in conducting their commercial or self-employed work ("**BUSINESS CUSTOMERS**").

A PRIVATE CUSTOMER must have legal capacity and be a natural person.

A BUSINESS CUSTOMER must be a natural or a legal person or an incorporated partnership and have all necessary licenses for its business. If a BUSINESS CUSTOMER is a natural person, it must have legal capacity. In addition, a CUSTOMER can only participate in AUDIPAY if it has agreed to these TERMS AND CONDITIONS, successfully completed the registration process for the participation in AUDIPAY and has been authorised by MPS to participate in AUDIPAY.

AUDIPAY can only be used for one's own account. Any use of AUDIPAY by another person is prohibited. The CUSTOMER confirms that it acts on its own account. Should this condition be breached, the use of AUDIPAY is not permitted.

II. Registration process and required information

The CUSTOMER can register for AUDIPAY via the user interface of MPS or via the user interface of a MARKETPLACE OPERATOR or, if applicable, an Acceptance Point.

If a CUSTOMER is already registered with a MARKETPLACE OPERATOR, MPS can use the data stored with the MARKETPLACE OPERATOR for the registration with MPS. This applies in particular to the e-mail address and password (all together "**ACCESS DATA**"). The CUSTOMER will be informed accordingly in the course of the registration process.

MPS can determine that the CUSTOMER can only log into AUDIPAY with the Access Data it provided to the marketplace.

During the registration, a personal profile of the CUSTOMER will be established ("**CUSTOMER ACCOUNT**") in which the CUSTOMER can deposit and manage its (Access) Data.

Natural persons must provide the information specified as necessary during the registration. This includes their first name, surname and birth name, place of birth, date of birth, nationality, permanent residential address, telephone number and, if applicable, e-mail address. Furthermore, it is mandatory to confirm that the CUSTOMER is acting on its own account.

Legal persons or partnerships must at the very least provide information regarding their company's name or designation, country of incorporation, address of their registered office and, if applicable, all other offices, business e-mail address, legal form, registration number as well as names, addresses, nationality, place of birth, date of birth and, if applicable, e-mail addresses of members of the representative body and legal representatives and any ultimate beneficial owners.

In addition, CUSTOMERS will add Means of Payment (as defined below in Clause C) as part of their registration. The added Means of Payment can be verified by MPS.

MPS reserves the right to demand additional information and documents at any time for the identification and verification of the CUSTOMER's identity, which is necessary in particular for compliance with anti-money laundering restrictions in relation to the use of AUDIPAY. The CUSTOMERS must immediately provide such information and documents to MPS.

In the course of the registration the CUSTOMER must provide true, complete, and accurate information and must not use any information or data for which it has no authorisation.

If the information provided by the CUSTOMER as part of the registration process changes, it must inform MPS without undue delay by updating the relevant data via a user interface. If necessary, the CUSTOMER will provide evidence of the updated data with appropriate documents.

III. Conclusion of the contract

The AGREEMENT for the use of AUDIPAY between the CUSTOMER and MPS will come into effect upon the CUSTOMER's registration with MPS, following the successful completion of the registration process for AUDIPAY and MPS thereby accepting the offer of the CUSTOMER to enter into the AGREEMENT. No right or claim to conclude this AGREEMENT and participate in AUDIPAY exists.

C. Storage of (payment) data by MPS

The CUSTOMER's (payment) data will be stored upon registration. CUSTOMERS thus do not have to re-enter their (payment) data each time they make payments in favour of ACCEPTANCE POINTS or MARKETPLACE OPERATORS serviced by MPS as payees. For the avoidance of doubt, MPS does not provide payment services, but only data storage services to the CUSTOMER.

For the avoidance of doubt, "Means of Payment" shall mean the CUSTOMER's bank account details, credit card details, or other payment instrument details stored by the CUSTOMER in the CUSTOMER ACCOUNT for the purpose of facilitating payments to ACCEPTANCE POINTS and MARKETPLACE OPERATORS.

D. CUSTOMER's duty to notify and cooperate

I. CUSTOMER's duty to notify and cooperate

If a CUSTOMER learns that any of its devices equipped to access AUDIPAY (e.g., mobile phone) has been lost or stolen or learns of any misuse or other unauthorized use of its Access Data, the CUSTOMER must inform MPS thereof without undue delay ("**STOP NOTICE**").

With regards to a STOP NOTICE, the CUSTOMER can contact MPS at any time by way of:

Stop and Fraud hotline: +49 5361 379 3838

Email: support@jpmmps.com

The CUSTOMER must immediately report any theft or misuse to the police.

If a CUSTOMER suspects that an unauthorised person gained knowledge of its Access Data, or uses its Access Data, the CUSTOMER must issue a STOP NOTICE.

II. CUSTOMER's duty of care

1. Technical connection to AUDIPAY

Any CUSTOMER will establish a technical connection to AUDIPAY only via the user interface provided by MPS or the MARKETPLACE OPERATOR or ACCEPTANCE POINT (together the "**USER INTERFACE**"). Any access to AUDIPAY by means other than those set out in these TERMS AND CONDITIONS will be at the responsibility of the CUSTOMER. If, for example, the CUSTOMER enters myAudi not directly by typing the URL in a browser, e.g., accesses the website via links, the risk emerges that the CUSTOMER's Access Data is accessible to third parties.

2. Data Confidentiality of Access Data

Each CUSTOMER is responsible for maintaining the confidentiality of the Access Data and submitting those only via the USER INTERFACE. The CUSTOMER will keep its Access Data safe and prevent access to them by third parties. This is due to the fact that anyone who obtained Access Data can misuse AUDIPAY within the scope of the agreed services.

In order to protect against misuse, the following is to be taken into account:

- Access Data must not be stored electronically or noted in any other form;
- when entering the Access Data, one must ensure that others cannot spy out those details;
- Access Data will not be entered into access channels other than those agreed on in these TERMS AND CONDITIONS (e.g., myAudi);
- Access Data must not be passed on outside of the AUDIPAY procedure, for example via email; and
- Access Data must not be stored together with the device equipped to access AUDIPAY.

3. Security of the USER SYSTEM

The CUSTOMER must adopt measures to protect the deployed hardware and software ("**USER SYSTEM**"). The CUSTOMER must ensure that the systems or application used (e.g., the PC and the associated software) ensure fault-free processing. In particular, regular verifications with current procedures / tools for virus detection, protection of PC or internet-enabled devices must be performed for the purpose of preventing any unauthorised access by a third party to the CUSTOMER's systems.

4. Order data control with the data displayed by MPS

To the extent MPS displays the CUSTOMER data from its payment orders using AUDIPAY (e.g., amount and details about the payee) in the USER SYSTEM or any other device for confirmation or makes it available in any other way, the CUSTOMER must confirm that the displayed data matches the data intended for the transaction.

E. Term of the AGREEMENT and termination

I. Term

This AGREEMENT will come into effect on the day MPS enables the CUSTOMER to use AUDIPAY. The AGREEMENT is concluded for a fixed term and shall terminate automatically on 17 March 2027, without the need for either party to give notice, unless terminated earlier in accordance with Clauses E.II or E.III.

II. Termination by the CUSTOMER

The CUSTOMER can terminate this contractual relationship with MPS at any time prior to 17 March 2027 by contacting the CUSTOMER service and requesting the closing of the CUSTOMER ACCOUNT. The CUSTOMER's duty to cooperate in the provision of information and documents remains unaffected.

III. Termination by MPS

MPS can terminate this contractual AGREEMENT in written or text form at any time prior to 17 March 2027 without notice for good cause. Ground for good cause will in particular include a refusal by the CUSTOMER in the course of the contractual relationship to provide documents or other information to MPS that, among others, MPS requires to determine the CUSTOMER's identity or the origin of payment or for reasons of risk management.

IV. Effect of termination

The AGREEMENT between the CUSTOMER and MPS terminates in accordance with Clauses E.II and E.III, or automatically on 17 March 2027, whichever is earlier.

Upon termination of the AGREEMENT, CUSTOMER will no longer be able to log into AUDIPAY via the USER INTERFACE once the termination becomes effective.

F. Responsibilities

MPS will endeavour to provide continuous and secure access to AUDIPAY, although this cannot be ensured in all circumstances. In particular, due to force majeure, riots, strikes, terrorism, wars, or natural phenomena or to other incidents for which MPS is not responsible or due to events beyond the reasonable control of MPS (for example, sovereign measures within the country or abroad, or reliability and availability of data connections) there may be errors and defaults. The CUSTOMER also acknowledges that access to AUDIPAY may occasionally be restricted to enable repairs and maintenance work to be conducted or to introduce new functions or services.

The CUSTOMER is responsible for complying with the laws and other legal provisions applicable in its jurisdiction in connection with the use of AUDIPAY and the Access Data, including all export-import regulations, tax regulations, and foreign currency regulations.

G. Limitations on liability of MPS

Subject to any applicable statutory provisions, MPS excludes any and all liability in relation to or arising from this AGREEMENT, except for the claims for compensation arising from an intentional and wilful misconduct.

Subject to the above limitations, MPS will not be liable for damages or loss which are caused to the CUSTOMER due to use of the USER INTERFACE, AudiPay, and/or the Access Data or due to incorrect data, data entry, data transmission, or data processing.

H. Data protection

MPS will collect, process, store and use a CUSTOMER's personal data solely in accordance with the privacy policy and in accordance with applicable European and national data protection law.. The privacy policy of MPS is accessible via the following link: <https://www.wallet.jpmmmps.com/PrivacyNotice.html>.. Upon expiry or termination of the AGREEMENT, MPS will delete all personal data, except if their retention is necessary to comply with, or is permitted by, applicable European or national law.

I. Professional secrecy – consent to the transfer of CUSTOMER data

The CUSTOMER expressly consents and instructs MPS to transfer or make accessible the data subject to professional secrecy concerning the CUSTOMER (including corporate name, registered office, registration number for legal entities and name, address, date and place of birth, nationality, contact details for individuals) as well as data subject to professional secrecy concerning its beneficial owners and representatives as well as financial data (including means of payment, and payment orders) and usage data to J.P. Morgan Chase Bank N.A. & Affiliates, Volkswagen AG, Volkswagen Financial Services Digital Solutions GmbH, Volkswagen Payment Systems GmbH, CRIF Bürgel GmbH, ACI Worldwide (Deutschland) GmbH, Concardis GmbH, as well as to all other recipients mentioned in the privacy policy, located, inter alia, in Germany, and in other states named in the privacy policy. This data will be forwarded and/or made available to the relevant service providers in connection with the services provided through outsourcing service contracts to MPS in order to provide qualitative and efficient services to the CUSTOMER. The CUSTOMER also consents and instructs MPS to transmit its personal data as well as personal data concerning its beneficial owners and representatives and data regarding the relevant payment transactions to the intended beneficiary of such payment transactions (e.g. ACCEPTANCE POINTS and MARKETPLACE OPERATORS), including information that an instruction in relation to an intended payment transaction has been rejected.

Such data transfers will take place throughout the term of the business relationship between MPS and the CUSTOMER as well as for a period of three years after the end of the business relationship. The CUSTOMER acknowledges that the forwarded data is no longer protected by Luxembourg professional secrecy after being forwarded.

The CUSTOMER hereby expressly consents and instructs MPS to transfer or make accessible to providers of payment methods, including alternative Means of Payment used by CUSTOMERS or GUEST PAYERS with data identifying the CUSTOMER or GUEST PAYER (including corporate name, registered office, registration number for legal entities and name, address, date and place of birth, nationality, contact details for individuals) as well as personal data concerning its beneficial owners and representatives and data on payments upon the request of such providers of payment methods, including of alternative Means of Payment in order to enable them to comply with their legal and regulatory obligations. The CUSTOMER further instructs MPS to transmit such data to any companies involved in the processing of payment transactions instructed by or in favour of the CUSTOMER.

J. Communications and notifications

The CUSTOMER can contact MPS through CUSTOMER care. The contact details are provided at the end of these TERMS AND CONDITIONS.

By registering for AUDIPAY or submitting any Access Data, the CUSTOMER expressly agrees to receive notifications by electronic means. MPS can thus send by email, inter alia, all messages or (legally prescribed) information relating to the services provided by it, amendments to the TERMS AND CONDITIONS, transaction information or other notifications to the email address specified by the CUSTOMER.

The CUSTOMER can demand at any time the transmission of the TERMS AND CONDITIONS and any other legal obligations in hard copy or another data medium.

Announcements and notifications from MPS will be deemed to have been delivered on the same day, so far as MPS or the CUSTOMER do not receive any non-delivery message. This will not apply to notifications of special importance, such as the ones that are unfavourable to the CUSTOMER, for example, termination notices.

All written communications sent to the last address provided by the CUSTOMER and all communications sent to the last email address provided by the CUSTOMER shall be considered to have been duly sent to and received by the

CUSTOMER. In relation to mail, the date of dispatch is deemed to be the date borne by the relevant document and the date of receipt shall be the third day following the date of dispatch.

The present TERMS AND CONDITIONS and any further pre-contractual information will be provided to the CUSTOMER in the language of this AGREEMENT. The CUSTOMER agrees that all communications between MPS and the CUSTOMER are to be in English.

If there is any change to the name or the mailing address or email address important for communication with the CUSTOMER or as regards information about the supervisory authorities or relevant registers during the contractual term, MPS will inform the CUSTOMER about this immediately.

K. Transfer of rights and obligations

The CUSTOMER may not assign any claims against MPS under this AGREEMENT and under these TERMS AND CONDITIONS without the prior written consent of MPS. MPS reserves the right to transfer all claims against the CUSTOMER, as well as all rights and obligations under this AGREEMENT, to a third party. The CUSTOMER hereby agrees to the transfer of any claims, rights, and obligations under this AGREEMENT by MPS.

L. Changes in the TERMS AND CONDITIONS

MPS, acting reasonably, is entitled to amend the TERMS AND CONDITIONS of AUDIPAY. MPS will inform the CUSTOMER in writing about any amendments in the TERMS AND CONDITIONS at the latest 2 months before such amendment takes effect. Consent to the relevant amendment shall be deemed to have been granted by the CUSTOMER, unless the CUSTOMER notifies its rejection before the proposed effective date of the amendment. If the CUSTOMER objects to the amendment, the CUSTOMER can terminate this AGREEMENT without notice and at no cost. MPS will inform the CUSTOMER of its right to termination of the AGREEMENT and the consequences of remaining silent with any amendment proposal.

M. Severability

There are no verbal collateral agreements to these TERMS AND CONDITIONS. Should any provision or parts of these TERMS AND CONDITIONS be void, ineffective or unenforceable, the effectiveness of the remaining provisions or parts of these TERMS AND CONDITIONS shall remain unaffected.

N. Provision of evidence

Electronic records and documents created by MPS will be considered as accepted evidence and there will be sufficient evidence of notifications and instructions of the CUSTOMER, and of the fact that the transactions referred to in such electronic records and documents were carried out in accordance with the instructions of the CUSTOMER.

Electronic records and emails will have the same evidential value as written documents.

By way of derogation from Article 1341 of the Luxembourg Civil Code, the CUSTOMER and MPS agree that MPS may prove its claims by all means (including telephone conversations) permitted in commercial matters, such as witness statements, affidavits, electronic records, and any other suitable documents.

O. Complaints and out-of-court complaints resolution

I. Complaints

The aim of MPS is to provide all CUSTOMERS with efficient and high-quality services. Consequently, MPS has set up a procedure for CUSTOMERS, who are dissatisfied with the services provided to them and wish to lodge a complaint. The main features of this complaint handling procedure are as follows: the first step is for the CUSTOMER to address its complaint to MPS by phone, email or letter using the contact details indicated at the end of these TERMS AND CONDITIONS. All complaints are received and coordinated centrally by MPS's compliance department for quality assurance purposes. The compliance department ensures the review of the facts and maintains communication with the CUSTOMER and, if necessary, informs the management of MPS of the complaint. If the CUSTOMER is not satisfied with the complaint handling, then as the second step, the CUSTOMER can directly contact MPS's management.

Within fifteen business days (i.e., days from Monday to Friday excluding public holidays) (“**BUSINESS DAYS**”) of receipt of the complaint by MPS, the CUSTOMER will receive a written answer giving details of the facts. In the case of specific circumstances or particular difficulties, the handling of a complaint may exceed fifteen BUSINESS DAYS; in this case, the date of the reply is communicated to the CUSTOMER.

If, after having followed the procedure and steps set out in this Clause P.I, the CUSTOMER is not fully satisfied with MPS's handling of its complaint, the CUSTOMER can contact the competent supervisory authority as per Clause P.II.

II. Out-of-court complaints resolution

The Commission de Surveillance du Secteur Financier (CSSF) is competent to receive complaints from CUSTOMERS of MPS and to act as an intermediary in order to seek an amicable settlement of these official complaints.

The opening of the official complaints procedure is subject to the condition that the procedure and steps set out in Clause P.I. have been completed by the CUSTOMER.

The CUSTOMER can contact the CSSF in respect of its official complaint and apply for the opening of an official complaints procedure:

Commission de Surveillance du Secteur Financier (CSSF)
283, route d'Arlon
L-1150 Luxembourg
Tel.: +352 26 25 1 1
Fax: +352 26 25 1 2601
Email: reclamation@cssf.lu

The CUSTOMER can find the forms and instructions regarding an application for the official complaints procedure on the CSSF's website (<https://www.cssf.lu/en/customer-complaints/>). The right to contact the courts will remain unaffected by this.

P. Place of jurisdiction and applicable law

Notwithstanding Clause P all legal disputes arising out of or relating to this AGREEMENT will be subject to the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg, unless MPS initiates proceedings before the courts of any other state, which are competent under the general jurisdiction rules, in particular under the relevant European regulations or conventions.

The AGREEMENT concluded between MPS and the CUSTOMER pursuant to these TERMS AND CONDITIONS shall be governed exclusively by Luxembourg law. This choice of governing law clause shall not deprive CUSTOMERS being consumers of the protection afforded to them by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of this choice of governing law clause, would have been applicable.

Claims against MPS are subject to a limitation period of three (3) years. The limitation period starts from the date of the act or omission with which MPS is charged. Any claim brought before the court after the last day of the limitation period will be deemed statute-barred.

Contact details of MPS

Further questions can be directed to:

J.P. Morgan Mobility Payments Solutions S.A.
161, Rue du Kiem L-8030 Strassen
Luxembourg

Telephone Support: +49 5361 379 3838

General Email: support@jpmmmps.com

Complaints Email: complaints@jpmmmps.com

Trade and Companies Register: B215079 Principal place of business: 161, Rue du Kiem L-8030 Strassen, Luxembourg

ANNEX A: Specific provisions in case the CUSTOMER is domiciled in Switzerland

If the AGREEMENT is entered into between MPS and a CUSTOMER domiciled in Switzerland, the provisions of the TERMS AND CONDITIONS shall be deemed to be amended as follows:

Clause M ("Changes in the TERMS AND CONDITIONS") shall be replaced in its entirety by the following:

In the event of changes in legal or regulatory provisions or in case law, changes in market practice or market conditions, MPS is entitled to amend the TERMS AND CONDITIONS of AUDIPAY. MPS will inform in writing (including by email) the CUSTOMER about any amendments in the TERMS AND CONDITIONS no later than 30 days prior to such amendment taking effect. Consent to the relevant amendment shall be deemed to have been granted by the CUSTOMER, if (i) the CUSTOMER has not notified its rejection in writing (including by email) no later than two weeks prior to the date on which such amendment is to take effect, as indicated by MPS, and (ii) the CUSTOMER processes, or allows to be processed, any payments via AUDIPAY. If the CUSTOMER rejects the proposed amendment, both the CUSTOMER and MPS may terminate this AGREEMENT without notice and at no cost.