

## MASTER LEASE AGREEMENT TERMS AND CONDITIONS

### 1. DEFINITIONS

In this Agreement, the following definitions apply:

**“Additional Services”** means any of the additional services listed in the Cover Page of the Agreement.

**“Affiliate”** means in relation to a Party, any holding company or subsidiary as defined in the Companies Act 2014.

**“Agreement”** means this Master Lease Agreement and includes any and all documents listed in the Cover Page of the Agreement (if applicable to the Customer).

**“Applicable Law”** has the meaning given to it in **Clause 4.7**.

**“Breakdown”** means the electrical or mechanical breakdown of a Vehicle.

**“Business Day”** means Monday to Friday, excluding any bank or public holidays in the Republic of Ireland.

**“Change of Control”** means in relation to the Customer, any persons or group of persons acting in concert gains control of the Customer (including by way of merger by acquisition, merger by absorption or by merger by formation of a new company, each as defined in Section 463 of the Companies Act 2014).

**“Confidential Information”** has the meaning given to it in **Clause 19.1**.

**“Cover Page”** means the cover page to this Agreement.

**“Customer”** is the party stated as such on the Cover Page.

**“Data Protection Law(s)”** means the (i) Data Protection Acts 1988 to 2018 in Ireland (as amended or replaced), (ii) to the extent applicable the data protection and information privacy laws of another jurisdiction and (iii) the General Data Protection Regulation (EU) 2016/679 (**GDPR**); (iv) any subsequent re-enactment, replacement or amendment of such laws and (v) any guidance issued by the Irish Data Protection Commissioner.

**“Personal Data, Data Controller and Data Subject”** shall have the meanings given to them under Data Protection Laws.

**“Delivery Advice Note”** means VWFSIL’s standard form vehicle delivery advice note.

**“Destruction or Loss Event”** has the meaning given to it in **Clause 14.5**.

**“Disclosing Party”** has the meaning given to it in **Clause 19.1**.

**“Early Termination Charge”** has the meaning given to it in **Clause 11.1**.

**“End User Data Protection Notice”** means the VWFSIL data protection notice.

**“Excess Distance Price”** has the meaning given to it in the Vehicle Lease Agreement.

**“Extension Period”** means the period for which this Agreement may be extended beyond the Initial Term and up to a maximum of fifty four (54) months (inclusive of the Initial Term).

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Ireland (D22 CF60)  
Phone: +353 (0) 1 211 8284

Vat Number: 3473131LH  
Registered Number: 602602  
Private company limited by shares  
Company Directors:  
Jens Legenbauer (German)  
Tony McPoland  
Manuel Davila Rivas (Mexican)

Account: Volkswagen Financial  
Services Ireland LTD  
Bank Address: Bank of Ireland  
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“**Extension Rental**” means the Rental due in respect of an Extension Period.

“**Fair Wear and Tear Guide**” means the VWFSIL fair wear and tear guide.

“**Initial Term**” means the initial lease period as specified in the Vehicle Lease Agreement.

“**Insolvency Event**” means in relation to the Customer, other than a bona fide reconstruction or amalgamation, a resolution for wind up, or a court ordered wind up, the appointment of an examiner, the appointment of a receiver, an arrangement with its creditors approved by a court, or any other analogous or similar event under the laws of any jurisdiction.

“**Invoice**” means an invoice prepared and issued pursuant to the VAT Consolidation Act 2010.

“**Lease**” has the meaning given to it in **Clause 3.1**.

“**Losses**” means all direct, indirect or economic loss (including loss of profits), liability, damage, injury, claim, action, demand, expense (including legal and other professional services expenses on a full indemnity basis) or proceedings awarded against, suffered, incurred or paid by VWFSIL and any amount of VAT suffered, incurred or paid by VWFSIL against which it would be unable to obtain a full deduction or credit under the VAT Consolidation Act 2010 (or any future variation thereof).

“**Marketing Consent Form**” has the meaning given to it on the Cover Page of the Agreement and in **Clause 18.5**.

“**Recipient Party**” has the meaning given to it in **Clause 19.1**.

“**Related Persons**” has the meaning given to it in **Clause 19.4**.

“**Rental**” means the consideration for the lease of a Vehicle, together with the VAT charged thereon, as appropriate, including any other Additional Services.

“**Replacement Vehicle**” means the provision of a vehicle to replace the Vehicle as described in **Clause 10**.

“**Return Report**” has the meaning given to it in **Clause 13.7**.

“**Total Distance Allowance**” has the meaning given to it in the Vehicle Lease Agreement.

“**VAT**” means the tax charged under the VAT Consolidation Act 2010 (or any future variation thereof) at the rate prevailing in the Republic of Ireland at the time of the relevant supply or charge. means value added tax and includes any amount of VAT suffered, incurred or paid by VWFSIL against which it would be unable to obtain a full deduction or credit under the VAT Consolidation Act 2010 (or any future variation thereof).

“**Vehicle**” means any vehicle described in a Vehicle Requisition Order.

“**Vehicle Lease Agreement**” means the agreement specific to each Lease of a Vehicle.

“**Vehicle Location**” means the address where the driver of the Vehicle ordinarily has residence in the Republic of Ireland.

“**Vehicle Return**” has the meaning given to it in **Clause 13.1**.

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“**Vehicle Requisition Order**” means a purchase order document of a Vehicle.

## 2. VEHICLE REQUISITION ORDER

- 2.1 When a Vehicle Requisition Order is signed by the Parties, any changes to the Vehicle Requisition Order will result in additional costs to the Customer to be determined by VWFSIL.
- 2.2 If a Customer cancels a Vehicle Requisition Order (and for the avoidance of doubt, the Vehicle has not been delivered to the Customer in the sense of **Clause 3.2**) then a cancellation fee of 10% of the Value of the Vehicle set out in the Vehicle Requisition Order will apply to the Customer for the cancelled VRO.

## 3. LEASING OF VEHICLES

- 3.1 VWFSIL agrees to lease, and the Customer agrees to hire each and any Vehicle on the terms and conditions of this Agreement until terminated in accordance with **Clause 11** or **Clause 15** (the “**Lease**”).
- 3.2 The Lease commences when the Vehicle is delivered to the Customer and, subject to **Clause 11**, shall continue for the Initial Term subject to **Clause 12** until such time as each Vehicle is returned to VWFSIL.
- 3.3 The Customer’s signature on the Delivery Advice Note is conclusive evidence of receipt and acceptance by the Customer of the Vehicle.

## 4. RENTALS AND OTHER CHARGES

- 4.1 The Customer shall pay the Rentals as set out in the Vehicle Lease Agreement.
- 4.2 Unless otherwise agreed by the Parties, payment of Rentals and other charges under this Agreement shall be made by the Customer to VWFSIL by direct debit from the Customer’s nominated bank account.
- 4.3 Failure to action direct debits when requested by VWFSIL will be considered a material breach in accordance with **Clause 15.1**.
- 4.4 Where the Customer exceeds the Total Distance Allowance, the Excess Distance Price shall be incurred.
- 4.5 The Customer shall pay to VWFSIL each Rental and/or each other charge and/or any other sum levied, recovered or otherwise due to VWFSIL under this Agreement as are invoiced by VWFSIL together with the amount of any VAT chargeable on each such Rental or other charge or sum due, as appropriate, and at the rate of VAT specified on that Invoice. If the Customer does not pay Rentals when due, VWFSIL will charge interest of 2% per month on the unpaid amount from the due date until the outstanding amounts are paid.

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- 4.6 VWFSIL may amend the Rentals prior to delivery of the Vehicle if the manufacturer's price for the Vehicle changes or if taxation and/or regulation impacts the cost of the Vehicle.
- 4.7 If after the date of the Vehicle Requisition Order and prior to the expiry or termination of the Initial Term, any change in law, statute, order, regulation, treaty or directive applicable in Ireland, whether or not named in this Agreement and/or in force as of the date of this Agreement, (the "**Applicable Law**") or any change in the interpretation of the Applicable Law alters the cost to VWFSIL of complying with its obligations under this Agreement, then VWFSIL may adjust the Rentals for the remainder of the Initial Term. Any such changes to the Rentals will be notified in writing to the Customer.
- 4.8 In the case of a dispute on an Invoice amount, the Customer will pay all amounts due and VWFSIL shall instigate the dispute resolution process in **Clause 27**.
- 4.9 In the case of a dispute on an Invoice amount, the Customer will pay all amounts due, including any VAT charged thereon, and VWFSIL shall instigate the dispute resolution process in **Clause 27**. In such circumstances as described in **Clause 4.10**, VWFSIL will:
- (i) levy an administration charge for each fine incurred;
  - (ii) recover the cost of any fine from the Customer; and
  - (iii) amend the Rentals accordingly.
- 4.10 VWFSIL may use any information in its possession as per **Clause 18** to ensure that the appropriate Vehicle driver (end user) is nominated for any penalty points associated with any fines imposed on a Vehicle.
- 4.11 The Customer shall provide VWFSIL with the correct name to nominate for fines and charges upon request. Failure to do so will result in the nomination of the signatory to this Agreement

## 5. VEHICLE OWNERSHIP

- 5.1 The Vehicle and/or the Replacement Vehicle shall at all times remain the property of VWFSIL and at no time shall title to the Vehicle pass to the Customer.
- 5.2 The Customer shall keep the Vehicle free from any legal process or charge or encumbrance (including a lien) and shall not sell or attempt to sell or otherwise dispose of the Vehicle or any part of the Vehicle including its registration plate at any time.
- 5.3 In the case of alterations to the Vehicle and/or the Replacement Vehicle, VWFSIL may require the Customer to restore the Vehicle and/or the Replacement Vehicle to the condition it was in immediately before such alterations were made (all costs to be borne by the Customer, prior to the expiry of the Initial Term.

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## 6. PERMITTED USE AND VEHICLE CONDITION

- 6.1 The Customer shall permit the use of a Vehicle only by drivers (end users) who hold a current and valid driving licence in accordance with the Applicable Law.
- 6.2 The Customer shall not use or permit any Vehicle to be used:
- (a) in violation of any Applicable Law which regulates the operation, control and use of the Vehicle and the Customer shall fully indemnify VWFSIL against same; or
  - (b) outside the island of Ireland without receiving prior written consent from VWFSIL.
- 6.3 The Customer shall keep the Vehicle under its control at the Vehicle Location and immediately notify VWFSIL in writing, if for any reason such control is lost in which event the Customer must take all reasonable steps to recover the Vehicle at the Customer's own cost.
- (a) ensure that each Vehicle is serviced, repaired and maintained strictly in accordance with the Vehicle manufacturer's recommendations and/or instructions, using only genuine parts or equivalents so as not to invalidate any of the manufacturer's warranties;
  - (b) indemnify VWFSIL against the consequences of any action which invalidates the manufacturer's warranties on each Vehicle;
  - (c) ensure the condition of each Vehicle and its parts or accessories complies with the Applicable Law;
  - (d) retain full records of the location and user(s) of each Vehicle and within 5 Business Days of request, permit VWFSIL or its authorised representatives to inspect such records and each Vehicle;
  - (e) pay for all fuel, oil, grease, water, anti-freeze, Ad-Blue and other lubricants required between regular servicing and ensure that such items are kept at a satisfactory level in respect of each Vehicle;
  - (f) consult VWFSIL on repairs and servicing abroad. If the Customer pays the costs (approved by VWFSIL in advance), such costs will be offset (to a maximum of the cost of carrying out the work in the Republic of Ireland) by VWFSIL with the Customer after any Invoices and proof of payment are submitted to VWFSIL;
  - (g) check tyre pressure, depth of thread and condition;
  - (h) when tyres are worn or damaged, have the tyres replaced with a tyre of the same specification as originally supplied with each Vehicle;
  - (i) ensure that each Vehicle has a current valid motor tax disc, valid insurance disc, NCT and/or CVRT certificate visible on each Vehicle at all times; and
  - (j) notify VWFSIL promptly of any change of address and/or change of directors and/or other Change of Control to the Customer and/or any other material

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6.5 The Customer shall not disconnect or tamper with the odometer fitted to a Vehicle and if the odometer becomes unserviceable or inaccurate, the Customer shall immediately inform VWFSIL of the current odometer reading and shall have the odometer repaired, at the Customer's cost.

6.6 The Customer shall not sub-hire any Vehicle without prior written consent from VWFSIL.

6.7 It is the Customer's duty to make any driver (end user) aware of its obligations under this Agreement.

## 7. ADDITIONAL SERVICES

7.1 VWFSIL may provide the Customer with Additional Services.

7.2 VWFSIL shall specify the cost of providing any Additional

## 8. MOTOR TAX AND ROADSIDE ASSISTANCE

8.1 Without prejudice to **Clause 4.6**, VWFSIL shall pay for and provide the motor tax in respect of each Vehicle.

8.2 In the event of a Breakdown, VWFSIL shall offer the Customer roadside assistance.

## 9. NOTIFICATION OF DEFECTS

9.1 This **Clause 9** only applies to Customer's who avail of the Additional Services.

9.2 If VWFSIL receives notification that a Vehicle is required to be returned to the manufacturer to rectify a defect, VWFSIL shall inform the Customer and the Customer shall comply with any directions in such notification without delay.

9.3 If the Customer discovers any defect or fault in any Vehicle, it shall immediately notify VWFSIL, and if the defect or fault is such as would render use of the Vehicle either dangerous or likely to result in damage to the Vehicle, the Customer shall immediately cease use of the Vehicle.

9.4 VWFSIL shall upon receipt of the notification in **Clause 9.3** cause or authorise the repair or rectification of such defect or fault.

9.5 There shall be no reduction of Rentals or any other charges due for

- (i) any servicing/repair of any Vehicle as described in this **Clause 9**;
- (ii) during any period of delay on the part of the Customer's insurer pending a pay-out; or
- (iii) during the period pending termination as a result of a vehicle being stolen, totally destroyed or damaged beyond economical repair.

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## 10. REPLACEMENT VEHICLE

10.1 VWFSIL may (after giving reasonable notice in writing and at no additional cost to the Customer) withdraw any Vehicle from the Customer and provide a Replacement Vehicle.

10.2 If a Replacement Vehicle is provided, the terms of this Agreement continue to apply.

## 11. EARLY TERMINATION

11.1 The Customer may terminate a Vehicle Lease Agreement at any time by notice in writing to VWFSIL provided that:

- (a) this shall not prejudice VWFSIL's accrued or continuing rights or the Customer's continuing obligations under this Agreement;
- (b) a charge for early termination (an "**Early Termination Charge**") is calculated in accordance with **Clause 11.2** is paid by the Customer to VWFSIL on receipt of VWFSIL's Invoice; and
- (c) the Customer is not in default of any Rentals or other obligations under this Agreement.

11.2 The Early Termination Charge shall be up to a maximum of fifty per cent (50%) of the remaining Rentals plus any Excess Distance Price.

11.3 Termination of the Vehicle Lease Agreement only takes effect once the requirements of **Clause 13** are fully complied with.

## 12. EXTENSION OF TERM

12.1 Upon the expiry of the Initial Term, VWFSIL may grant an Extension Period.

12.2 During the Extension Period, Rentals shall continue to be paid by the Customer.

12.3 Without prejudice to **Clause 12.2**, following an Extension Period, VWFSIL may request an Extension Rental.

12.4 During the Extension Period, VWFSIL may terminate the Lease of a Vehicle and if it does so, the Customer must immediately return the Vehicle pursuant to **Clause 13**.

## 13. RETURN OF VEHICLE

13.1 Upon expiry of the Initial Term, each and any Vehicle shall be returned to VWFSIL or alternatively at a location specified by VWFSIL at a time and place appointed in advance (the "**Vehicle Return**").

13.2 The Vehicle Return may be carried out by the Customer or through a third party appointed by VWFSIL.

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- 13.3 If the Customer fails to execute the Vehicle Return in the manner set out in this **Clause 13**, the Customer will be subject to the transportation fees arising from the collection and transportation of the Vehicle.
- 13.4 The Customer shall ensure that VWFSIL is notified of the date of return of the Vehicle and ensure it is returned on this date. Failure to do so may result in additional Rentals for the Vehicle.
- 13.5 All returned Vehicles shall be subject to third party inspection.
- 13.6 Any inspection shall be carried out in line with the Fair Wear and Tear Guide.
- 13.7 Following such inspection, any changes to the condition of the Vehicle shall be set out in a report, which shall be furnished to the Customer (the “**Return Report**”).
- 13.8 In the event that a dispute about charges cannot be settled between the Parties, the Parties agree to enter into arbitration to reach an agreement on the additional charges.

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## 14. INSURANCE AND DAMAGE TO THE VEHICLE

### Insurance

- 14.1 The Customer shall insure the Vehicle and/or any Replacement Vehicle on a fully comprehensive basis to the full replacement value of the Vehicle and/or any Replacement Vehicle as specified in the Vehicle Requisition Order Form until the Vehicle is returned as per **Clause 13**.
- 14.2 The Customer shall produce evidence of such insurance as noted in **Clause 14.1** to VWFSIL.
- 14.3 A failure by the Customer to pay the insurance premium under **Clause 14.2** will be a material breach of this Agreement in accordance with **Clause 15.1**.
- 14.4 The Customer shall notify its insurers of VWFSIL's interest in the Vehicle and shall request that such interest is endorsed on any relevant policies. The insurer must give not less than 10 Business Days prior written notice of cancellation of any policy for whatever reason.

### Damage to the Vehicle

- 14.5 The Customer shall immediately notify VWFSIL if the Vehicle is significantly damaged, lost, stolen or destroyed or if any other event occurs which may give rise to a claim under the insurance (a “**Destruction or Loss Event**”).
- 14.6 Without prejudice to the notification in **Clause 14.5**, this Agreement will continue to be observed by the Parties.
- 14.7 Once VWFSIL has deemed the Vehicle to be subject to a Destruction or Loss Event (on notification to the Customer), the Customer shall pay any insurance proceeds to VWFSIL and in the case



of a Customer registered for VAT shall be liable for the full amount of VAT settlement in respect of the Destruction or Loss Event.

- 14.8 The Customer shall at the request of VWFSIL, use its best endeavours to enable VWFSIL to recover any losses from third parties and if necessary, be party to proceedings instituted by or on behalf of VWFSIL.
- 14.9 On a Destruction or Loss Event, the Early Termination Charge must also be paid by the Customer.
- 14.10 If VWFSIL does not recover the market value of the Vehicle after the Destruction or Loss Event, the Customer must indemnify VWFSIL for its Losses in respect of the shortfall (without prejudice to the Early Termination Charge).
- 14.11 If a dispute arises as to the current market value of the Vehicle, the matter shall be referred to an independent valuer nominated by the VWFSIL whose decision is final. The costs of such expert shall be borne by the Party as the expert directs.
- 14.12 If the Vehicle is capable of repair, the Customer will apply all proceeds received in respect of insurance in repairing the damage or restoring the Vehicle.
- 14.13 VWFSIL is entitled to the proceeds described in **Clause 14.12** if it elects to carry out repairs or restoration itself.

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## 15. TERMINATION

### 15.1 Termination for Cause

If any of the following events occur, VWFSIL may terminate any Vehicle Lease Agreement immediately if:

- (a) Rentals not received within 14 days of the due date;
- (b) A Destruction/Loss Event;
- (c) An Insolvency Event;
- (d) A Change of Control; or

### 15.2 Termination for Convenience

Either Party may terminate this Agreement (provided that the Customer has not triggered any of the events in **Clause 15.1**) by giving 3 months' written notice to the other Party.

## 16. CONSEQUENCES OF TERMINATION

If any type of termination event under **Clause 11** or **Clause 15** occurs, then the Customer shall:

- 16.1 return the Vehicle in accordance with **Clause 13**;
- 16.2 pay any Rentals or other charges due under this Agreement;

- 16.3 pay any Losses incurred in VWFSIL's regaining possession of any Vehicle which the Customer has failed to return in accordance with **Clause 16.1**;
- 16.4 pay any Excess Distance Price; and
- 16.5 ensure that any valid motor tax disc is returned with the Vehicle.

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## 17. NOTICES

- 17.1 Any notice to VWFSIL shall be in writing (including e-mail to leasequery@vwfs.com) and shall be delivered by hand or by pre-paid post to its registered office and marked for the attention of Head of Fleet.
- 17.2 Any notice to the Customer shall be in writing (including e-mail provided by the Customer) and shall be delivered by hand or by pre-paid post to its registered office.

## 18. DATA PROTECTION

- 18.1 The Parties consider that the sharing of Personal Data is necessary for the operation of this Agreement.
- 18.2 VWFSIL agrees to only process Personal Data in accordance with the End User Data Protection Notice.
- 18.3 To the extent that each Party is processing Personal Data as a Data Controller, each Party shall:
- (a) comply at all times with its respective obligations under the Data Protection Legislation;
  - (b) not process Personal Data in a manner that will or is likely to result in the other Party breaching its obligations under the Data Protection Legislation;
  - (c) provide all such co-operation and information as the other Party may reasonably require to enable the other Party to comply with its obligations under the Data Protection Legislation and to facilitate Data Subjects exercising their data protection rights; and
  - (d) upon termination or expiry of this Agreement, each Party shall promptly return or delete all Personal Data and any copies of Personal Data obtained and processed pursuant to this Agreement in accordance with applicable retention periods.
- 18.4 The Customer indemnifies VWFSIL from any Losses as a result of a breach by the Customer of **Clause 18.3**.
- 18.5 If the Customer is considered a 'sole trader' under the Taxes Consolidation Act 1997 (for the purpose of income tax), they are obliged to fill out the Marketing Consent Form as listed on the Cover Page.

## 19. CONFIDENTIALITY

19.1 In this Agreement, subject to **Clause 19.2**, “**Confidential Information**” means: all information relating to or connected with this Agreement or relating to a Party or its Affiliate or their activities disclosed by a party (the “**Disclosing Party**”) and received or obtained by, or made available to, the other Party (the “**Recipient Party**”) including information of whatever nature concerning the business, operations, management, finances, assets, liabilities, dealings, transactions, customers, suppliers, products, price lists, employees, agents, plans, research activities, proposals, strategies, software and systems or other affairs of a Party or its Affiliate.

19.2 Confidential Information does not include information which: (i) is or becomes publicly available (other than as a direct or indirect result of any breach of this Agreement) and could be obtained by any person with no more than reasonable diligence (provided that the fact that an item of information is publicly available shall not preclude the possibility that a compilation including the item or a development relating to the item, is not publicly available); (ii) is known to the Recipient Party before the date it is disclosed by the Disclosing Party or (iii) is lawfully obtained by the Recipient Party and which, in any case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Disclosing Party.

19.3 During the Lease and thereafter each Party shall, in relation to the Confidential Information of the other Party:

- (a) keep the Confidential Information confidential and not make or release copies of it (save that copies may be made where reasonably necessary to perform properly its obligations or exercise its rights under this Agreement);
- (b) not disclose by any means and whether directly or indirectly the Confidential Information to any other person other than with the prior written consent of the other Party;
- (c) not use the Confidential Information for any purpose except the performance of its obligations or the exercise its rights under this Agreement; and
- (d) not use any Confidential Information so as to procure any commercial advantage over the other Party.

19.4 During the Lease, a Party may disclose to its Affiliates, employees, officers, shareholders, representatives, agents, consultants, contractors, suppliers and advisers (the “**Related Persons**”) the Confidential Information of the other Party but only to the extent reasonably necessary to perform properly its obligations, exercise its rights under this Agreement.

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Manuel Davila Rivas (Mexican)

Account: Volkswagen Financial  
Services Ireland LTD  
Bank Address: Bank of Ireland  
2 College Green, Dublin 2  
BIC: BOFIE2D  
IBAN: IE47BOFI90001736329342

19.5 A Party may disclose Confidential Information to the extent it is required by:

- (a) any law or by any governmental or administrative authority or by an order of any court or other authority of competent jurisdiction; or
- (b) regulations of any recognised investment, stock or securities exchange on which that Party's securities are traded or other regulatory organisation.

Volkswagen Financial Services Ireland Ltd  
Registered Address: Block C,  
Liffey Valley Office Campus, Dublin 22,  
Ireland (D22 CF60)  
Phone: +353 (0) 1 211 8284

Vat Number: 3473131LH  
Registered Number: 602602  
Private company limited by shares  
Company Directors:  
Jens Legenbauer (German)  
Tony McPoland  
Manuel Davila Rivas (Mexican)

## 20. NO PARTNERSHIP

Nothing in this Agreement shall create or be deemed to create a partnership or joint venture or agency agreement between the Parties.

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## 21. SEVERABILITY

If any provision, or part of a provision, of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the extent possible the objective of the invalid or unenforceable provision.

## 22. VARIATION

22.1 VWFSIL reserves the right to revise or amend the provisions of this Agreement at any time by giving the Customer thirty (30) Business Days' notice.

22.2 Except as provided for in **Clause 22.1**, no other amendment or variation to this Agreement shall take effect unless it is agreed by the Parties in writing.

## 23. COUNTERPARTS

This Agreement may be executed in any number of counterparts.

## 24. FORCE MAJEURE

VWFSIL shall not be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside of reasonable control including an event of force majeure which shall include but shall not be limited to an Act of God, epidemic or pandemic, explosion, flood, fire or accident, war or threat or war, prohibitions of any kind on the part of any

governmental, parliamentary or local authority, embargos, strikes, lock outs and difficulties in obtaining raw materials, labour, fuel, parts and machinery.

## 25. ASSIGNMENT

This Agreement shall not be assigned, transferred or in any way made over without the prior written consent of VWFSIL. VWFSIL may assign or transfer this Agreement without the consent of the Customer and the Customer agrees to execute such instruments and/or do such acts as may be required by VWFSIL to give effect to such assignment or transfer.

## 26. BENEFICIAL OWNERSHIP

The Customer must notify VWFSIL of any change to its beneficial ownership register that occurs during this Agreement, and the date on which it occurred within fourteen (14) days from the date on which the Customer becomes aware of the change.

## 27. DISPUTES AND COMPLAINTS

- 27.1 In the event of any dispute, VWFSIL will (where appropriate) arrange for an independent inspection and assessment of the Vehicle.
- 27.2 In the event that the independent inspection finds in favour of VWFSIL, the Customer shall be liable for the cost of all repairs carried out and/or work carried out and the cost of the inspection.
- 27.3 For any other complaint under this Agreement, the Customer should contact VWFSIL's customer service department on 01 654 6249 or send an email to [leasequery@vwfs.com](mailto:leasequery@vwfs.com).
- 27.4 A failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that, or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy. Any waiver of any right under this Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 27.5 This Agreement and any dispute under this **Clause 27** shall be governed by and construed in accordance with the laws of Ireland. Each Party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute.

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