

# DAIMLER

## **Financial Vendor Portal (FVP) - Framework Agreement**

With the introduction of Financial Vendor Portal, the Parties intend to design the exchange of information without paper in electronic form so as to intensify process integration.

In the Financial Vendor Portal IT application operated by and at Daimler AG, Daimler AG grants the Partner direct access via Internet to the purchasing accounting information addressed to the Partner. Purchasing accounting information relates particularly to enquiries on open/due and closed positions, voucher enquiries, re-creation of payment notifications as well as the notification and change of Partner master data.

In the same way, the Partner and Daimler AG can communicate "online" in Financial Vendor Portal using a secure data route. The purchasing accounting transactions are not subject to any legal regulation relating to form.

Initially the Financial Vendor Portal does not use any electronic signature. However, even without the use of electronic signatures, the technical and organizational measures deployed in commercial transactions by Financial Vendor Portal warrants legally secure processing, which practically corresponds to the conventional exchange of information.

In view of the innovative nature of the application and to clarify the legal effect of the information provided by Financial Vendor Portal, the Parties conclude the following agreement. Otherwise when using Financial Vendor Portal all other organizational and legal general conditions remain unchanged.

### **1 Access**

Access to the Financial Vendor Portal-Application takes place via the Daimler Supplier Portal (<http://supplier.daimler.com>). This portal gives Partners secure and uniform access on all applications released for the respective Partner.

The Daimler Supplier Portal provides for decentralized administration at the Partner. Only the administrator named by the partner and registered in the portal is authorized to activate or deactivate new Financial Vendor Portal users for the Partner.

### **2 Legally Binding Nature of the Declarations**

All purchasing accounting information provided via Financial Vendor Portal to the users registered by the Partner for Financial Vendor Portal – in particular enquiries on open/due and closed positions, re-creation of payment notifications and well as the notification and change of Partner master data – are legally binding declarations of intent in respect to the contents formulated for Daimler AG, even without a signature.

### **3 Information Security**

3.1 On the basis of effective technical and organizational measures, Daimler AG shall ensure that

- access to Financial Vendor Portal is only possible with a valid user ID in combination with the relevant valid password registered for the Partner as a Financial Vendor Portal user and the data provided in the Financial Vendor Portal is not available to third parties nor may be manipulated by third parties,
- in particular access to Financial Vendor Portal is secure on the basis of the HTTPS protocol used,
- access on the purchasing accounting information is only possible for Financial Vendor Portal users registered for the Partner.

Each operation in Financial Vendor Portal, particularly the change of the Partner master data will be logged with the user ID of the person initiating the change and saved. If there are differences of opinion between the Parties, only this log will be used for evidencing the contents. This evidence shall be accepted by both parties, also in respect to a possible legal dispute.

3.2 On the basis of organizational measures, the Partner ensures that

- the respective registered administrator as Financial Vendor Portal authorized representative activates only such persons who may view confidential purchasing accounting information via Financial Vendor Portal on behalf of the Partner
- the user IDs and passwords instituted for Financial Vendor Portal are only accessible to such employees who are activated by the Administrator for Financial Vendor Portal,
- the employees activated for Financial Vendor Portal make an undertaking to treat the user IDs and the relevant passwords in a confidential manner and not pass them on to third parties,
- user IDs for departing employees of the Partner or employees who should no longer have access on Financial Vendor Portal for other reasons are known, and are independently and promptly deactivated.

### **4 Archiving and Retention Period**

To the extent that these apply, each of the Parties remains responsible itself for the retention and archiving obligations relevant for trading documents. To provide support in this matter, Financial Vendor Portal information may be downloaded and printed.

### **5 Time of Deployment and Scope**

Financial Vendor Portal can be used in business transactions between Daimler AG and the Partner from the release of the Financial Vendor Portal users by the administrator at the Partner.

### **6 Data Protection**

The personal information recorded in the context of establishing the Financial Vendor Portal application shall be used exclusively for user administration and to secure proper and secure operation. No more extensive processing of the use of this data shall occur. All processing and use of personal data resulting from the deployment of Financial Vendor Portal shall take place in line with the regulations of the relevant Data Protection Act.

### **7 Disputes**

The agreement is based on mutual trust and good business relations. The Parties shall endeavor to settle amicably any differences of opinion that may arise.

## **8 Duration of the Agreement**

The agreement is concluded for an unlimited period and becomes effective with your confirmation of the digital framework agreement. It can be terminated at any time by both Parties with a notification period of four weeks.

## **9 Other Provisions**

- 9.1 Changes and additions to this Framework Agreement must be made in writing. Oral or electronic collateral agreements are of no effect.
- 9.2 If one provision of this supplementary agreement is or becomes ineffective, this does not impact the validity of the other provisions. However, the Parties shall replace the ineffective provision with a provision which comes as close as possible in its effect to the economic effect of the original provision.
- 9.3 This agreement is governed by German law, excluding the provisions of United Nations Convention.

Daimler AG