

Data Processing Guidelines

These Data Processing Guidelines outline the rights and responsibilities of Volvo Group Companies and Dealers when using Salesforce. These Guidelines also address the ownership, use and protection of information in Salesforce, and the respective obligations between Volvo Group Companies and any particular Dealer concerning the Data entered into Salesforce.

Volvo Group Companies and Dealer agree to comply with the provisions outlined in these Guidelines and all applicable laws, regulations and government orders governing the use, privacy and protection of information including Data and Personal Data.

For purposes of these Guidelines, "Data" means customer data and dealership data, including but not limited to data about dealership personnel, customer lists and history, in electronic or hardcopy form and submitted by Dealer into Salesforce. "Personal Data" means any information relating to (a) an identified or identifiable natural person or (b) an identified or identifiable legal entity (where such information is protected similarly as personal data and personally identifiable information under applicable data protection regulations), where for both (a) and (b) such data will be interpreted as being part of Data in these Guidelines.

Volvo Group Companies may collect, process and use Data, including Personal Data, in the course of providing services to Dealer, to review trends and analyses on an aggregated, anonymized basis, and for assessing improvements in the Salesforce platform. Volvo Group Companies shall provide information into Salesforce for the benefit and use of Dealer from time to time, to support the Dealer and present the Dealer with information as to customer relationship management and new prospect opportunities in the marketplace. The operation of providing information, including Data and Personal Data, into Salesforce does not constitute a transfer of ownership of such information entered into or processed through Salesforce. Thus, the Dealer retains its ownership to the Data and database rights relating to its customers such as names, addresses, telephone numbers, and other information which Dealer has input into the Salesforce system. The Dealer grants to Volvo Group Companies a non-exclusive, perpetual right to view and use any information and Data (including but not limited to Personal Data and customer information) provided by the Dealer in Salesforce, but Volvo Group Companies shall only use such information and Data in furtherance of the customer relationship or Salesforce improvements, and shall honor the confidentiality of the information and Data. Likewise, Volvo Group Companies grants to Dealer a non-exclusive, perpetual right to view and use any information provided by Volvo Group Companies in Salesforce, but Dealer shall only use such information in furtherance of the customer relationship and shall honor the confidentiality of the information. Neither Volvo Group Companies nor Dealer shall share, market or sell the information or Data/Personal Data stored in Salesforce that is owned by the other party.

Dealer shall, in entering information into Salesforce, be diligent in properly categorizing Data within the Salesforce record fields to assist Volvo Group Companies in accurately processing Data and helping to ensure proper analyses and security protections as to all information within Salesforce.

Both Volvo Group Companies and Dealer shall ensure that all information provided through Salesforce shall be held confidential. All information provided through or entered into Salesforce will be presumed to be commercial information to be retained as confidential. Volvo Group Companies will ensure that its personnel engaged in the processing of Data/Personal Data are informed of the confidential nature of the Data/Personal Data, have received appropriate training on their responsibilities, and have executed or

through their employment are obligated to agreements of confidentiality. Volvo Group Companies shall ensure that employee access to Data/Personal Data is limited only to those personnel having authorization and a business purpose to use and process the Data. Volvo Group Companies shall ensure that such confidentiality obligations survive the termination of employment and termination for any reason of a Dealer's authorized Volvo Group Companies' Dealer Agreement. Dealer shall ensure that the above obligations are similarly satisfied as to all information both during and after the effectiveness of its authorized Dealer Agreement with Volvo Group Companies.

The obligations of confidentiality expressed in these Guidelines shall complement and be in addition to the confidentiality obligations as expressed in the Dealer Agreement. In the event of any conflict between the confidentiality obligations of these Guidelines and the Dealer Agreement, the provisions of whichever document provides more stringent protections of confidentiality to the Data shall prevail.

Volvo Group Companies or Dealer shall promptly notify the other if either party receives a request from a Customer to exercise the Customer's right of access, right to rectification, restriction of Data processing, erasure of Data/Personal Data ("right to be forgotten"), Data/Personal Data portability, objection to Data processing, or right not to be subject to automated individual decision making. Both Parties shall use commercially reasonable efforts to cooperate on any Customer request to promptly and satisfactorily address any such Customer request.

Volvo Group Companies may at any time and from time to time provide limited Data/Personal Data access to its Affiliates. Such limited access shall be for purposes of further processing of Data/Personal Data in support of Dealer's relationship management database, data analytics (on an aggregated, anonymized basis), regulatory or government requirements, or other initiatives to assess improvements in the Salesforce platform. In any event, the limited Data/Personal Data access to its Affiliates shall be granted only under the same protections of confidentiality as held by Volvo Group Companies in these Guidelines.

Volvo Group Companies, with the support of the Salesforce platform, shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Data processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer or Dealer Data), confidentiality and integrity of Customer and Dealer Data/Personal Data. The Salesforce platform, on behalf of the Volvo Group Companies and for the benefit of Volvo Group Companies and Dealer, regularly monitors compliance with these measures.

If Volvo Group Companies becomes aware of any actual or perceived unauthorized use or access to or security breach of any Data/Personal Data, Volvo Group Companies shall promptly notify Dealer and begin efforts to investigate, correct and remediate the results of a confirmed data breach in accordance with its and Salesforce's security protocols and applicable laws and regulations. Dealer shall promptly notify Volvo Group Companies of any actual or perceived unauthorized use or access to or security breach of any Data/Personal Data or the Salesforce platform, to permit Volvo Group Companies to expedite investigation of such unauthorized activity or security breach.