

Porsche Digital

Privacy Notice

regarding joint controllership

Whistleblower System at Porsche Digital

I. What are the reasons for joint controllership?

Porsche AG and the Group Companies affiliated pursuant to Sec. 17 German Stock Corporation Act (AktG) (individually “**Group Companies**” such as **Porsche Digital GmbH**, jointly “**Porsche Subgroup**”) intent to adapt and further develop the existing internal Whistleblower System. Further information on the Whistleblower System and the respective data processing operations can be found [here](#).

The Group Companies operate the Whistleblower System as joint controllers in accordance with Art. 26 EU General Data Protection Regulation (GDPR). In accordance with the responsibilities set out in Section III., the Group Companies shall determine the purposes and means of the data processing jointly processed by them (“**joint data processing**”).

For this purpose, the Group Companies of the Porsche Subgroup have concluded an agreement on joint controllership within the meaning of Art. 26 GDPR (“**Group Agreement**”). The Group Agreement defines the specific duties, rights and responsibilities of the individual Group Companies in the joint processing of personal data in the course of the Whistleblower System. In accordance with Art. 26 (2) sentence 2 GDPR, we would like to inform you of the main provisions of the Group Agreement.

II. What is the scope of the Group Agreement?

The joint controllership applies in factual terms to the entire operation and organization of the Whistleblower System within Porsche Digital. This applies in particular to the internal administration of the Whistleblower System and the performance of specific whistleblowing procedures. The Group Companies use a uniform platform and uniform IT systems for this purpose. By this standardized procedure, the Group Companies guarantee that violations of law within the Porsche Subgroup are investigated, remedied and sanctioned according to uniform standards. The Group Companies are each independently responsible for pursuing

and sanctioning violations by employees identified in whistleblowing procedures. The Group Agreement covers the respective data processing operations.

III. For which process stages does the joint controllership apply?

The following section describes the main provisions of the Group Agreement.

1. Responsibilities in terms of data processing

The Group Agreement particularly defines the main responsibilities in terms of data processing within the Whistleblower System regarding data processing. Porsche AG plays a central role within the Whistleblower System. The main responsibilities in terms of data processing in the course of the Whistleblower System are described in the following:

- **Processes and structures:** Porsche AG provides the technical and organizational infrastructure necessary for the effective performance of whistleblowing procedures. This includes the organization of internal and external reporting channels. Porsche AG bears the central responsibility for the corresponding structures and processes.
- **Data exchange in relation to incoming tips:** Group Companies which receive tips on potentially Serious Violations¹ ("**Serious Violations**") are obliged to forward them centrally to Porsche AG.
- **Processing of specific whistleblowing procedures – Serious Violations:** If incoming tips indicate Serious Violations by employees, Porsche AG is responsible for starting the whistleblowing procedure. This applies, among other things, to the plausibility check of incoming tips, the planning and performance of necessary measures to investigate the facts of the case and, the preparation of a final report. The investigative measures may include interviewing the data subjects and evaluating data records and documents.
- **Processing of specific whistleblowing procedures – other violations:** If incoming tips indicate other violations, the respective Group Companies will independently conduct the whistleblowing procedure.

¹ Violations are intentional or negligent infringements of applicable law (e.g. laws, ordinances, etc.) or internal company regulations, particularly violations of the Porsche Code of Conduct and infringements of duties and obligations pursuant to employment contracts by employees committed in connection with or on the occasion of their work for the Porsche Subgroup.

"*Serious Violations*" are among others: Criminal offences, violation of human rights, violation of US environmental regulations, obstruction of internal investigations, significant violation of basic ethic values, impairment of financial interests of Porsche AG.

- **Cooperation during the fact-finding process:** Porsche AG and any Group Companies that may be involved will cooperate in whistleblowing procedures in order to effectively investigate any suspicions reported. This cooperation may require a mutual transfer of personal data.
- **Data transfer after completion of the fact-finding process:** After completion of the fact-finding process, Porsche AG and the Group Companies involved will share information in relation to the findings obtained and, if necessary, agree on the follow-up measures to be taken.
- **Documentation of whistleblowing procedures:** Porsche AG bears the central responsibility as regards the documentation of whistleblowing procedures.
- **Information obligations:** Porsche AG informs the data subjects about the data processing operations affecting them in a general privacy notice on the Whistleblowing System. In addition, Porsche AG or the Group Company that may be responsible for performing a specific whistleblowing procedure will provide the data subjects with even more specific information on the processing of their personal data.

IV. Further regulations

The Group Agreement provides for further specific regulations on the protection of personal data within the Whistleblowing System. These regulations include in particular the following provisions:

- Requirements for data transfers (Section 3 of the Group Agreement)
- Confidentiality obligations (Section 4 of the Group Agreement)
- Technical and organizational measures of data security to be taken by the Group Companies (Section 5 of the Group Agreement)
- Engagement of data processors (Section 7 of the Group Agreement)
- Mutual information obligations, such as in the context of data protection incidents or requests by data subjects (Section 10 of the Group Agreement)

V. What does joint controllership mean for data subjects?

Data subjects can contact Porsche AG directly with requests.

Dr. Ing. h.c. F. Porsche AG
Porscheplatz 1
70435 Stuttgart
Germany
www.porsche.de

You can reach our data protection officer at datenschutz@porsche.de. However, data subjects may also assert their rights in relation to the processing of data under joint controllership towards any other Group Company jointly responsible.

Porsche Digital GmbH
Groenerstraße 11/1
71636 Ludwigsburg
Germany
dataprotection@porsche.digital

You can reach our data protection officer at datenschutzbeauftragter@porsche.digital.

Porsche AG will, if this becomes relevant, align with the relevant Group Company how to handle requests by data subjects in order to be able to answer the requests effectively.