



### INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the benefit of **Volkswagen Group Canada Inc. (“VGCA”)** and **Bosch Service Solutions (“BSS”)**.

1. [REDACTED] (the “Customer”) has requested that BSS provide certain services described in this Agreement associated with a Volkswagen vehicle (a “Vehicle”) bearing VIN #: [REDACTED] (the “Stolen Vehicle”) that the Customer owns and that the Customer has reported to local law enforcement authorities as stolen. In particular, the Customer has requested that BSS activate location-based services in the Stolen Vehicle (the “Request”) in order to assist local law enforcement authorities in locating the Stolen Vehicle.
2. The Customer represents and warrants that:
  - a. The Customer is the rightful owner of the Stolen Vehicle and the party in possession of the Stolen Vehicle has no right, title, or interest in the Stolen Vehicle;
  - b. The Customer has filed a true and accurate report to local law enforcement authorities (the “Police Report”) regarding the Stolen Vehicle, a filed copy of which is attached to this Agreement;
  - c. The Customer acknowledges that the efforts to locate the Stolen Vehicle may not be successful; and
  - d. The Customer understands and agrees that BSS may, in its sole discretion, cease all efforts to locate the Stolen Vehicle at any time, and any efforts to locate the Stolen Vehicle will not exceed 30 days.
  - e. In the event the Request is cancelled, the Customer is obligated to promptly notify the local law enforcement authorities and BSS via submission of a Cancellation Request.
3. In order for BSS to provide the services described in this Agreement, BSS requires that the Customer complete and execute this Agreement.
4. Pursuant to this Agreement, the Customer agrees to unconditionally indemnify and hold harmless Volkswagen Group Canada Inc. (VGCA), BSS and each of their respective subsidiaries, affiliated companies, suppliers, officers, employees, contractors, directors, successors and permitted assigns (the “Indemnified Parties”) in connection with any cost, loss, damage, liability, claim or expense whatsoever, including reasonable legal fees and expenses, arising from or in connection with, whether directly or indirectly, the Request and efforts to recover the Stolen Vehicle, including any third party claim related thereto against the Indemnified Parties.
5. BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT VGCA AND BSS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ITS ABILITY TO RECOVER THE STOLEN VEHICLE OR ANY OTHER SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT. ALL SERVICES ARE PROVIDED STRICTLY ON AN “AS IS”, “AS AVAILABLE” BASIS.
6. This Agreement shall be construed and governed by the laws of the province of Canada in which the Customer is located, and the laws of Canada applicable therein, without regard to conflicts of law principles that would require the application of the laws of any other jurisdiction. Customer irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the province of Canada in which the Customer is located, for any litigation arising out of or relating to this Agreement.
7. No action or inaction by BSS shall constitute a waiver of any of BSS’ rights or remedies in law.
8. This Agreement embodies the entire agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements and understandings, written or oral, relating to such subject matter. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless in writing and signed by the party against whom enforcement of the modification or discharge is sought. Obligations set out in this Agreement shall continue after cancellation request or completion of services.
9. In the event the Customer breaches a representation contained in this Agreement or otherwise fails to provide the indemnity set forth in this Agreement, then, in addition to all other remedies, VGCA and BSS shall be entitled to collect from the Customer all applicable legal fees (including payment for time of in-house counsel) and reasonable expenses in connection with enforcing this Agreement.

Agreed to and Accepted by the Customer:

Customer Name: [REDACTED] Date: [REDACTED]

Signature: [REDACTED]