

Special Conditions AUTO1 Financing

A. General

1. AUTO1.com GmbH operates the website www.auto1.com, on which AUTO1 Group Operations SE (hereinafter "**AUTO1**") operates a trading platform for used vehicles (hereinafter "**Platform**"). Such used vehicles are sold exclusively to registered automobile Dealers (hereinafter "**Dealer(s)**") via the Platform.
2. AUTO1 European Cars B.V. (hereinafter "**Seller**") is the seller of the vehicles offered via the Platform and holds title to such vehicles either in the form of ownership or, in case of vehicles which have, at the time of agreeing on the deferral pursuant to Section B Item I Paras. 1 and 2 been transferred to a financier (or a trustee or representative acting on behalf of such financier) as security for securing the Seller's own obligations (meaning that, when agreeing on the deferral pursuant to Section B Item I Paras. 1 and 2, the Seller is not owner of the vehicle but ownership to the respective vehicle will automatically be re-transferred to the Seller upon the occurrence of certain conditions), in the form of an expectancy right (*Anwartschaftsrecht*) (such position hereinafter referred to as "**Title**"). Both AUTO1.com GmbH and the Seller are companies of the corporate group of AUTO1 (hereinafter all together "**AUTO1 Group**").
3. The [terms and conditions of sale for used vehicles](#) (hereinafter "**GTC Sale**") shall apply to the sale of the vehicles via the Platform.
4. Dealers may be given the opportunity to participate in the "AUTO1 Financing" programme. In this case, at the request of the Dealer and against payment of a corresponding fee, the Seller may defer its claims for payment of the purchase price for the used vehicle and AUTO1, if applicable, may defer other claims described in more detail in Section B Item I Para. 2. These Special Terms and Conditions AUTO1 Financing (hereinafter referred to as "**GTC AUTO1 Financing**") will then apply to every used vehicle purchase in addition to the GTC Sale, in each case on the one hand for the contractual relationship with the Seller regarding the used vehicle (hereinafter referred to as the "**Used Vehicle Purchase Agreement**") and on the other hand for the contractual relationship with AUTO1 regarding the vehicle-related services (hereinafter referred to as the "**Service Agreement**" and together with the Used Vehicle Purchase Agreement, the "**Agreements**" as well as the Used Vehicle Purchase Agreement and the Service Agreement individually each an "**Agreement**"). Any conflicting terms and conditions of the Dealer shall not apply.
5. In the event of contradictions between these GTC AUTO1 Financing and the GTC Sale, the provisions of these GTC AUTO1 Financing shall prevail.

B. AUTO1 Financing Provisions

I. Participation in AUTO1 Financing; Granting of a Deferral; Additional Fees in connection with AUTO1 Financing

1. The admission of a Dealer to AUTO1 Financing takes place separately. If a Dealer is approved for AUTO1 Financing, AUTO1 will notify the Dealer by e-mail upon approval of the general conditions, in particular the total amount that can be deferred, the interest rate at which the deferral is granted (hereinafter: "**Interest Rate**"), the Deferral Period and the conditions for any extension of the Deferral Period (hereinafter: "**General Conditions**"). The General Conditions apply to each Deferral Application (as defined below) of the Dealer until further notice, *i.e.* as long as and insofar as AUTO1 has not notified the Dealer of any changes thereto (*invitatio ad offerendum*). The exact conditions regarding participation in AUTO1 Financing will be communicated to the Dealer separately.
2. Within the framework of such General Conditions, the Dealer may submit an application for deferral of the purchase price and the auction fee owed under the Service Agreement with AUTO1 in accordance with Section C Item I Para. 1 of the GTC Sale (hereinafter: "**Auction Fee**") and fees in accordance with Section C Item I Para. 2 of the GTC Sale (hereinafter: "**Fees**") via the "Finance Order Now" button (hereinafter: "**Deferral Application**") upon, or at the latest within 3 working days from, conclusion of the relevant Used Vehicle Purchase Agreement between the Dealer and the Seller. By submitting a Deferral Application, the Dealer agrees in each case to the General Conditions communicated to him/her/it. If the Seller accepts the Deferral Application, the Dealer will receive a corresponding notification (*e.g.* as part of the invoice, hereinafter "**Deferral Confirmation**"), whereby a "**Deferral Agreement**" is **concluded with the Seller as part of the Used Vehicle Purchase Agreement with regard to the purchase price for the used vehicle and with AUTO1 as part of the Service Agreement with regard to the Auction Fee and the Fees.**
3. Under the Deferral Agreement the Seller and AUTO1 will defer (*stunden*) their payment claims against the Dealer in respect of the relevant Used Vehicle Purchase Agreement and in respect of the relevant Service Agreement, respectively, against payment of the agreed Deferral Fee. The Seller and AUTO1 are at all times entitled to separately sell and assign the corresponding deferred payment claims and the associated claims for payment of the Deferral Fees to AUTO1 Finance B.V., Hoogoorddreef 11, 1101BA Amsterdam, the Netherlands (Company Register: 85372714, hereinafter: "**AUTO1 Finance**"). Any such assignment will be notified separately to the Dealer. AUTO1 Finance is in turn entitled to sell and assign all payment claims against the Dealer to third parties or to use them as security. Furthermore, AUTO1 Finance is also entitled at any time to repurchase and reacquire the aforementioned payment claims from third parties and to sell and assign them back to the Seller or AUTO1 (the Seller, AUTO1, AUTO1 Finance and any third party to whom the aforementioned payment claims have been sold and assigned, each individually a "**Creditor**").

4. The "**Deferral Fee**" is
 - a. calculated on a daily basis for the entire period during which the receivables under the Agreements and the Deferral Agreement are deferred (hereinafter: "**Deferral Period**") as follows:
 - (i) Interest Rate multiplied by the
 - (ii) sum of all payment obligations of the Dealer under the relevant Agreement multiplied by the
 - (iii) actual number of days for which the receivable was deferred (i.e., until settlement by the Dealer) divided by 360; and
 - b. billed monthly and due for payment.
 - c. The Deferral Fee is understood as a value exclusive of value added tax. To the extent permitted by law, AUTO1 waives any possible tax exemptions of the Deferral Fees via-à-vis the Dealer in accordance with the applicable (value added tax) regulations.

II. Payment; Consequences of Default; No Set-off

In deviation from Section B Item III of the GTC Sale, the following shall apply:

1. By submitting a Deferral Application, the Dealer expressly accepts and agrees that after acceptance of the Deferral Application, the Deferral Fee is also owed in addition to the purchase price, the Auction Fee and the Fees and that payment is made exclusively in EUR. Section B Item IV of the GTC Sale shall expressly not apply.
2. In the event that a Deferral Application is made by the Dealer and accepted by the Seller and AUTO1, the Seller and AUTO1, respectively, will also inform the Dealer of the due date of the purchase price (including by way of instalment payments in the case of an extended deferral (*verlängerte Stundung*)), the Auction Fee and the Fees in the Deferral Confirmation. Payment of the purchase price (including by way of instalment payments in the case of an extended deferral (*verlängerte Stundung*)), the Auction Fee, the Fees as well as the related Deferral Fees shall be made immediately when due by transfer to the account specified in the Deferral Confirmation. However, the purchase price, the Auction Fee and the Fees, together with the Deferral Fees accrued and outstanding up to the date of full payment of these amounts, shall remain payable at any time even before the expiry of the Deferral Period.
3. If the Dealer makes a payment without specifying a redemption determination (*Tilgungsbestimmung*), the payment shall be allocated by the relevant Creditor in the following order:
 - (i) firstly, *pro rata* and *pari passu* to any due and unpaid costs and/or expenses recoverable from the Dealer;
 - (ii) secondly, *pro rata* and *pari passu* to Deferral Fees due and unpaid; and

(iii) thirdly, *pro rata* and *pari passu* to the purchase price (including any instalment payments), the Auction Fee and the Fees.

If the Dealer has amounts due and unpaid under more than one Agreement, the same order as above shall apply, provided that payments at each position (i) to (iii) shall be made *pro rata* on a per ratable basis in respect of the respective amounts outstanding and *pari passu* in respect of all relevant purchase agreements under which the Dealer owes amounts due and unpaid.

4. Immediately upon expiry of the Deferral Period and without the need for a reminder (*Mahnung*), the Dealer shall be in default (*in Verzug*) with respect to the purchase price, the Auction Fee and the Fees pursuant to Sec. 286 of the German Civil Code (*BGB*). With regard to the Deferral Fees, the Dealer shall be in default (*in Verzug*) pursuant to Sec. 286 of the German Civil Code (*BGB*) if the relevant payment has not been received within three working days after the respective due date as specified in the final calculation on the Deferral Fees.
5. If the Dealer is in default (*in Verzug*), in whole or in part, with his/her/its obligation
 - a. to pay the purchase price under a Used Vehicle Purchase Agreement for which a deferral was granted, and/or,
 - b. to pay the Auction Fee and/or the Fees under a Service Agreement for which a deferral was granted,

the Dealer shall make a payment to the respective Creditor,

- c. in the case of lit. a, in the amount of 5% of the purchase price or EUR 250.00 (net) (whichever is higher),
- d. in the case of lit. b, 5% of the sum of the Auction Fee and the Fees or EUR 100.00 (net) (whichever is higher).

This does not apply if the Dealer is not responsible for the default. In the event that the respective Creditor deems the amount of the contractual penalty to be insufficient, the parties agree that a competent court may, at its own discretion, determine the amount owed under this Section B Item II Para. 5.

6. If the Dealer is in default (*in Verzug*) with his/her/its obligation to pay one or more instalment payments and/or the Deferral Fees, the Dealer shall pay default interest (*Verzugszinsen*) at a rate equal to the Interest Rate plus 5 percentage points p.a. ("**Default Interest Rate**").

The total amount to be paid due to the default shall

- a. accrue on a daily basis for the entire Deferral Period and calculated as follows: Default Interest Rate multiplied by (total amount of all instalment payments due but unpaid under an Agreement and/or all Deferral Fees due but unpaid under an Agreement in respect of which the Dealer is in default) multiplied by (actual number of days in the relevant calculation period divided by 360); and
- b. be billed monthly and due for payment.

7. If the Dealer is in default with his/her/its obligation to pay the purchase price (including any instalment payments due), the Auction Fee, the Fees or the Deferral Fees pursuant to Section B Item II Paras. 5 and 6, the Dealer shall reimburse the relevant Creditor, to the extent necessary, for all costs and/or expenses incurred in connection with the collection of the amounts owed to the relevant Creditor, provided that (i) such costs or expenses were necessary and appropriate and (ii) the amounts received from the relevant Creditor pursuant to Section B Item II Paras. 5 and 6 are deducted therefrom.
8. **If a Dealer has several Agreements for which a deferral has been granted and under which payments are outstanding and if the Dealer is in default (*in Verzug*) with any of his/her/its payment obligations under any of these Agreements in the amount of at least EUR 100.00 (cross-default), the respective Creditor may, at its own discretion, either (i) withdraw (*zurücktreten*) from one or all of these Agreements and/or (ii) declare the cancellation (*Aufhebung*) of the Deferral Agreement granted in respect of one or all of these Agreements, in each case by notifying the Dealer accordingly (such as sending a cancellation document).**
9. **If the respective Creditor notifies the Dealer of a withdrawal (*Rücktritt*), the following applies:**
 - a. The Dealer will be notified by AUTO1 where to return the vehicle in question and where to send the vehicle documents with tracking information. The costs for the return of the vehicle and the provision of the vehicle documents shall be borne by the Dealer. The Dealer must notify the return date and location by e-mail to handel@auto1.com at least 24 hours prior to drop-off. If the Dealer fails to return the vehicle within three working days from being notified of the address, the relevant Creditor or a person acting on its behalf has the right to repossess the relevant vehicle from the Dealer. The Dealer undertakes to reimburse the relevant Creditor in this case for all costs incurred by it in connection with the repossession, provided that these costs were necessary and expedient.
 - b. The Dealer shall furthermore pay the respective Creditor a lump sum of 5% of the purchase price or EUR 250.00 (net) (whichever is higher) per vehicle for the damage incurred as a result of the withdrawal and resale, unless the Dealer proves that no or only lower costs were incurred in this respect. Any reduced proceeds from the resale may also be claimed as damages against the Dealer. In the event that a payment under Paras. 5 to 6 of this Section has become due prior to the withdrawal of the respective Creditor, the amounts due as damages under this Para. 9 shall be taken into account. If the Dealer fails to pay the amount claimed within five working days, the respective Creditor will immediately initiate legal proceedings in respect of its claims against the Dealer.
 - c. If the Dealer has already used the vehicle (*Verwendungen getätigt*) or has envisaged using it (*in Aussicht genommen, Verwendungen zu tätigen*), AUTO1 will not compensate for or assume an obligation vis-à-vis any third party to pay such expenses in the event of withdrawal. This applies irrespective of whether

the expenses were necessary or not. Responsibility lies exclusively with the Dealer.

10. If the respective Creditor informs the Dealer about the cancellation (*Aufhebung*) of a Deferral Agreement, the following applies:

Upon the declaration to cancel the Deferral Agreement, the relevant purchase price, the relevant Auction Fee, the relevant Fees and the related Deferral Fees accrued but unpaid up to the date of such cancellation shall become immediately due and payable. If the Dealer fails to pay such amounts within five working days, the relevant Creditor may immediately (i) withdraw (*zurücktreten*) from the relevant or all Agreements with the Dealer in respect of which a deferral has been granted and under which payments are outstanding, in which case Section B Item II Para. 8 shall apply, and/or (ii) commence legal proceedings in respect of its outstanding claims against the Dealer.

11. If the respective Creditor initiates court proceedings pursuant to Section B Item II Para. 9 lit. b and Para. 10, the Dealer shall reimburse it for all costs and/or expenses incurred in connection with such court proceedings, provided that such costs or expenses were necessary and expedient.
12. The respective Creditor expressly reserves the right to assert further claims for damages arising from the payment default within the scope of the statutory provisions.
13. The Dealer is not entitled to set off (*aufrechnen*) claims against the respective Creditor or to exercise a right of retention (*Zurückbehaltungsrecht*) unless those claims are undisputed (*unbestritten*) by the respective Creditor or have been legally established by a court (*rechtskräftig gerichtlich festgestellt*). In particular, the Dealer is not entitled to refuse payment on the grounds that it has actual or alleged other claims against the respective Creditor arising from other Agreements (including other purchase agreements).

III. Condition Subsequent (*Auflösende Bedingung*)

1. Any Deferral Agreement shall be subject to the following alternative conditions subsequent:
 - a. the vehicle is destroyed after the transfer of risk (*Gefahrenübergang*), suffers a total loss or is lost in any other way (*kommt auf sonstige Weise abhanden*), unless this is due to the fault of AUTO1, the Seller or their vicarious agents (*Erfüllungsgehilfen*);
 - b. in the event of an inspection by the Seller in accordance with Section B Item IV Para. 2 lit. c, Item V Para. 2 lit. c, Item VI Para. 2 lit. c or Item VII Para. 2 lit. c, a vehicle that has been sold by the Seller to the Dealer and has not yet been paid for in full is not located on the Business Premises (in accordance with Section B Item IV Para. 2 lit. a, Item V Para. 2 lit. a, Item VI Para. 2 lit. a or Item VII Para. 2 lit. a) or, with the approval of the Seller, not at the chosen other destination. This does not apply if the Dealer can

- credibly prove the temporary use of the respective vehicle for a test drive or other necessary journey;
- c. the Dealer breaches an obligation essential for securing the vehicle (including the obligation to ensure sufficient insurance cover in accordance with the provisions of Section B Item IV Para. 2 lit. d, Item V Para. 2 lit. d, Item VI Para. 2 lit. d or Item VII Para. 2 lit. d) or seriously breaches another contractual obligation towards the Seller despite a warning (*Abmahnung*);
 - d. the Dealer loses a public law permit (*öffentlich-rechtliche Genehmigung*) or authorisation required for its business operations or its loss is threatened and/or imminent;
 - e. the Dealer ceases or disposes of its business, takes steps to do so or announces the cessation or disposal of its business; or
 - f. the Seller cannot reasonably be expected to continue the Deferral Agreement for other weighty reasons in good faith, taking into account common practice, e.g. due to a significant deterioration in the financial circumstances of the Dealer or significant payment arrears of the Dealer towards the Seller or another company of the AUTO1 Group.
2. If the Dealer or the Creditor becomes aware of the occurrence of one of the aforementioned conditions subsequent, the Dealer or the Creditor shall immediately (and in any case within 10 working days) notify the respective other contracting party thereof in writing.
 3. Upon the occurrence of any of the aforementioned conditions subsequent, the relevant purchase price, the relevant Auction Fee, the relevant Fees and the Deferral Fees accrued and outstanding up to the occurrence of any of the aforementioned conditions shall become immediately due and payable. If the Dealer fails to pay such amounts within five working days of becoming aware of their occurrence, the relevant Creditor shall immediately commence legal proceedings in respect of its claims against the Dealer.
 4. Section B Item II Paras. 4 to 8 shall apply accordingly.

IV. Transport Period; Transfer of Title – Provisions for German Dealers

In deviation from Section B Item VI of the GTC Sale, the following shall apply to Dealers with their registered office in the Federal Republic of Germany:

1. ***Expanded retention of Title (erweiterter Eigentumsvorbehalt) in the event of deferral***
 - a. ***In the event that the Dealer is an entrepreneur with his/her/its registered office in the Federal Republic of Germany (pursuant to Sec. 14 of the German Civil Code (BGB), an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity) and a deferral pursuant to Section B Item I Paras. 1 and 2 has been agreed (and if the relevant vehicle is not located in the***

Federal Republic of Germany at the time of the sale, subject to the condition precedent (aufschiebende Bedingung) that the relevant vehicle has reached the territory of the Federal Republic of Germany), the Seller and the Dealer hereby agree on the following:

If the Dealer does not book a transport service pursuant to Section C Item II of the GTC Sale, the Dealer shall ensure that the respective vehicle is imported into the Federal Republic of Germany within 7 working days of the conclusion of the relevant Used Vehicle Purchase Agreement.

The Seller undertakes, after full performance of the Dealer's obligations under the Used Vehicle Purchase Agreement with respect to the relevant vehicle (including the Auction Fee as well as all Fees under the Service Agreement and any applicable Deferral Fees), to transfer to the Dealer title to the vehicle – including accessories (*Zubehör*), if applicable – and to hand over the registration documents pertaining to the vehicle.

The Seller hereby transfers Title to the relevant Vehicle to the Dealer under the condition that all obligations under the Used Vehicle Purchase Agreement in respect of the relevant vehicle (including the Auction Fee and all Fees under the Service Agreement and any applicable Deferral Fees) have been performed in full by the Dealer. This means: Title to the relevant vehicle and all rights attaching thereto shall remain with the Seller until the Dealer has fully performed all the obligations described in the preceding sentence and, prior to that, the Dealer shall not be authorised to resell and/or transfer Title to the relevant vehicle. Upon the Dealer having fully discharged all payment obligations under the Used Vehicle Purchase Agreement in respect of the relevant vehicle (including the Auction Fee and all Fees under the Service Agreement and any applicable Deferral Fees), the Dealer will become the owner of such vehicle.

- b. By handing over (*Übergabe*) the relevant vehicle to the Dealer at the Dealer's Business Premises and by the Dealer's acceptance of such handover (*Übergabe*), the Dealer confirms and acknowledges the retention of Title agreement under this Para. 1.
2. ***Retention obligations.*** For the duration of the (expanded) retention of Title (*erweiterter Eigentumsvorbehalt*), the Dealer is subject to the following obligations:
- a. The Dealer shall provide the Seller with the name(s) of his/her/its business premises on which sold vehicles are kept (hereinafter the or each a "**Business Premises**") and shall provide evidence of the current location of the sold vehicle if requested by the Seller or the Seller's authorised representatives.
 - b. The Dealer shall exercise due care in handling the sold vehicle. Use for demonstration purposes/test drives is permitted, insofar as the applicable law (in particular traffic law) permits and limited to the territory of the Federal Republic of Germany and a total distance of 50 kilometres per 30 days, but no more than a total of 300 kilometres for the duration of the Deferral Agreement. The Dealer is obliged to immediately inform third

parties who take possession of the sold vehicle in writing of the Seller's retention of Title. Any safekeeping of the sold vehicle outside the Business Premises requires the prior written consent of the Seller. At the request of the Seller or the Seller's authorised representatives, the Dealer shall submit evidence of the current condition of the sold vehicle.

- c. The Dealer hereby expressly permits the Seller and the Seller's authorised representatives to inspect the sold vehicle regularly during normal business hours to ensure that it is in proper condition. The Dealer also permits an immediate inspection in case of imminent danger. For this purpose, the Seller and its authorised representatives are entitled to inspect (i) the sold vehicle, (ii) vehicle documents held by the Dealer and (iii) business documents relating to the sold vehicle and to enter the Business Premises during normal business hours.
 - d. The Dealer is obliged to adequately insure the sold vehicle and to maintain the insurance cover throughout the period of retention of Title. The insurance cover maintained by the Dealer must in particular cover theft, damage, fire, burglary and vandalism.
 - e. The Dealer shall immediately notify the Seller in text form (*Textform*) of any damage to the sold vehicle as well as theft or other loss. The same applies to the impairment of further securities of the Seller according to Section B Item VIII by measures of third parties such as seizure (*Pfändung*), confiscation (*Beschlagnahme*) or removal (*Wegnahme*). The Dealer shall indemnify the respective Creditor against all costs which are necessary to protect the rights of the respective Creditor arising from the Agreements and from AUTO1 Financing, in particular costs for the elimination of unjustified interventions by third parties such as the costs of third-party actions (*Drittwiderspruchsklagen*) brought by the respective Creditor or costs for the securing of the sold vehicle. The Dealer must do everything possible and reasonable to avert unauthorised action by third parties in relation to the sold vehicle and to secure the sold vehicle in the event of loss.
 - f. The Dealer shall provide the Seller with all documents required to defend the legal position of the respective Creditor as conditional owner of Title to the vehicles against third parties, unless mandatory statutory provisions provide otherwise.
 - g. All risks associated with the vehicle purchased by the Dealer shall pass to the Dealer upon conclusion of the Used Vehicle Purchase Agreement. In particular, the Dealer shall bear the (i) risks, liabilities, taxes and duties associated with the transport, Title, possession (*Besitz*), liability (*Haftung*) and operation (*Betrieb*) of the sold vehicle and (ii) risks, liabilities, taxes and duties associated with sovereign intervention (*hoheitliche Eingriffe*) and shall indemnify the relevant Creditor against all such risks, liabilities, taxes and duties.
3. **Documents.** Until the Dealer has fulfilled the obligations arising from the Agreements and the Deferral Agreement in full, the Dealer has no right to possession of the vehicle documents, in particular the registration certificate

part II (*Zulassungsbescheinigung Teil II, Fahrzeugbrief*), and the Seller or AUTO1 Finance is authorised to retain these documents. The Seller or AUTO1 Finance may entrust other AUTO1 Group companies and/or external service providers with the custody of the vehicle documents, which in turn may outsource custody to external service providers.

V. Transport Period; Transfer of Title – Provisions for French Dealers

In deviation from Section B Item VI of the GTC Sale, the following shall apply to Dealers with their registered office in the Republic of France:

1. **Retention of title:** In the event that the Dealer is an entrepreneur with his/her/its registered office in the Republic of France and a deferral has been agreed in accordance with Section B Item I Paras. 1 and 2 (and if the vehicle in question is not located in the Republic of France at the time of the sale, subject to the condition precedent (*aufschiebende Bedingung*) that the vehicle in question has reached the territory of the Republic of France), the Seller and the Dealer hereby agree the following:

If the Dealer does not book a transport service pursuant to Section C Item II of the GTC Sale, the Dealer shall ensure that the respective vehicle is imported into the Republic of France within 7 working days of the conclusion of the relevant Used Vehicle Purchase Agreement.

The Seller shall retain title to the vehicle and the Dealer shall not be entitled to resell and/or transfer title to the vehicle until payment in full by the Dealer of the relevant purchase price, Auction Fee and Fees and until the other obligations under the Agreements and the Deferral Agreement have been performed in full, notwithstanding the transfer of risk (*Gefahrenübergang*) on delivery of the relevant vehicle in accordance with the provision below. Upon handover (*Übergabe*) of the relevant vehicle to the Dealer at the Dealer's Business Premises and upon acceptance of such handover (*Übergabe*) by the Dealer, the Dealer confirms and acknowledges the retention of title agreement under this Para. 1. Section B Item II Paras. 8, 9 and 10 shall apply *mutatis mutandis* in the event of the Dealer's failure to perform his/her/its obligations under the Agreements and the Deferral Agreement (other than payment obligations).

2. **Retention obligations.** Until the full transfer of title to the vehicle to the Dealer in accordance with Para. 1 above, the Dealer shall be subject to the following obligations:
 - a. The Dealer shall provide the Seller with the name(s) of his/her/its premises on which sold vehicles in accordance with Section B Item I of the GTC Sale are kept (hereinafter the or each a "**Business Premises**") and shall provide evidence of the current location of the sold vehicle if requested to do so by the Seller or the Seller's authorised representatives.
 - b. The Dealer shall exercise due care in handling the sold vehicle; in particular, the Dealer shall only leave the sold vehicle on his/her/its Business Premises for display purposes. Use for demonstration

purposes/test drives is permitted to the extent permitted by applicable law (in particular traffic law) and limited to the territory of the Republic of France and a total distance of 50 kilometres per 30 days, but not more than a total of 300 kilometres for the duration of the Deferral Agreement. The Dealer is obliged to immediately inform third parties who take possession of the sold vehicle in writing of the Seller's retention of title. Any safekeeping of the sold vehicle outside the Business Premises requires the prior written consent of the Seller. At the request of the Seller or the Seller's authorised representatives, the Dealer shall submit evidence of the current condition of the sold vehicle.

- c. The Dealer hereby expressly permits the Seller and the Seller's authorised representatives to inspect the sold vehicle regularly during normal business hours to ensure that it is in proper condition. The Dealer also permits an immediate inspection in case of imminent danger. For this purpose, the Seller and its authorised representatives are entitled to inspect (i) the sold vehicle, (ii) vehicle documents held by the Dealer and (iii) business documents relating to the sold vehicle and to enter the Business Premises during normal business hours.
- d. The Dealer is obliged to adequately insure the sold vehicle and to maintain the insurance cover throughout the period of retention of title. The insurance cover maintained by the Dealer must in particular cover theft, damage (to the vehicle and third parties), fire, burglary and vandalism.
- e. The Dealer shall immediately notify the Seller in writing of (i) any damage to third parties or third party property caused by the sold vehicle, (ii) any damage to the sold vehicle, (iii) theft or loss of the sold vehicle and (iv) any third party measures taken with regard to the sold vehicle, such as confiscation (*saisie*). The same applies to the impairment of further securities of the Seller pursuant to Section B Item VIII by measures of third parties such as confiscation (*saisie*). The Dealer shall indemnify the respective Creditor against all costs necessary to protect the rights of the respective Creditor under these GTC AUTO1 Financing in conjunction with the GTC Sale, in particular costs incurred to remedy unjustified interventions by third parties such as the costs of actions brought by the respective Creditor as a third party asserting property rights in order to prevent the enforcement of a judgment ordering execution (*Zwangsvollstreckung*) against the property or costs incurred to secure the sold vehicle. The Dealer shall do everything possible and reasonable to avert unauthorised action by third parties in relation to the sold vehicle and to secure the sold vehicle in the event of loss.
- f. The Dealer shall provide the Seller with all documents required to defend the legal position of the respective Creditor as conditional owner (*Vorbehaltseigentümer*) against third parties, unless mandatory statutory provisions provide otherwise.
- g. All risks associated with the vehicle purchased by the Dealer shall pass to the Dealer upon conclusion of the Used Vehicle Purchase Agreement. In particular, the Dealer shall bear the (i) risks, liabilities, taxes and duties

associated with the transport, ownership (*Eigentum*), possession (*Besitz*), liability (*Haftung*) and operation (*Betrieb*) of the sold vehicle and (ii) risks, liabilities, taxes and duties associated with sovereign intervention (*hoheitliche Eingriffe*) and shall indemnify the relevant Creditor against all such risks, liabilities, taxes and duties.

3. **Documents.** The Seller is entitled to retain the vehicle documents (in particular the vehicle registration document) until all obligations arising from the Used Vehicle Purchase Agreement have been performed in full and the Auction Fee and the Fees arising from the Service Agreement have been paid in full by the Dealer. The Seller may entrust other companies of the AUTO1 Group and/or external service providers with the custody of the vehicle documents, which in turn may outsource the custody to external service providers.

VI. Transport Period; Transfer of Title; Further Collateral – Provisions for Austrian Dealers

In deviation from Section B Item VI of the GTC Sale and Section B Item VIII of these GTC AUTO1 Financing, the following shall apply to Dealers with their registered office or branch in the Republic of Austria:

1. Retention of title in the event of deferral

- a. In the event that the Dealer is an entrepreneur with his/her/its registered office or branch in the Republic of Austria (pursuant to Sec. 1 of the Austrian Business Code (*Unternehmensgesetzbuch*) and Sec. 1 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), an "entrepreneur" is a natural or legal person or a partnership with its own legal personality who, when entering into a legal transaction, acts in the exercise of his or her trade, business or profession) and a deferral pursuant to Section B Item I Paras. 1 and 2 has been agreed (and if the relevant vehicle is not located in the Republic of Austria at the time of the sale, subject to the condition precedent (*aufschiebende Bedingung*) that the relevant vehicle has reached the territory of the Republic of Austria), the Seller and the Dealer hereby agree on the following:

If the Dealer does not book a transport service pursuant to Section C Item II of the GTC Sale, the Dealer shall ensure that the respective vehicle is imported into the Republic of Austria within 7 working days of the conclusion of the relevant Used Vehicle Purchase Agreement.

The Seller retains title to the vehicle and the Dealer shall not be entitled to resell and/or transfer title to the vehicle until the Dealer has performed in full the obligations arising from the Used Vehicle Purchase Agreement for the vehicle in question and has paid in full the Auction Fee and the Fees arising from the Service Agreement as well as the respective Deferral Fees, notwithstanding the transfer of risk (*Gefahrenübergang*) on delivery of the vehicle in accordance with the provision below. This means: title to the relevant vehicle and all rights attaching thereto shall remain with the Seller until the Dealer has fully performed all the obligations described in the

preceding sentence and, prior to that, the Dealer shall not be authorised to resell and/or transfer Title to the relevant vehicle. The retention of title shall be noted on the delivery note handed over by the Seller to the Dealer upon handover (*Übergabe*) of the vehicle. Section B Item II Paras. 8, 9 and 10 shall apply *mutatis mutandis* in the event of the Dealer's failure to perform his/her/its obligations under the Agreements (with the exception of payment obligations).

By handing over (*Übergabe*) the relevant vehicle to the Dealer on the Dealer's Business Premises and by the Dealer's acceptance of such handover (*Übergabe*), the Dealer confirms and acknowledges the agreement on retention of title pursuant to this Para. 1.

- b. The Dealer and AUTO1 Finance hereby agree that once the Seller and AUTO1 have assigned their claims for payment against the respective Dealer to AUTO1 Finance, the respective Dealer is only entitled to resell and/or transfer the respective vehicle to a third party after full performance of his/her/its obligations under the Used Vehicle Purchase Agreement in respect of the relevant vehicle, full payment of the Auction Fee and of the Fees under the Service Agreement as well as of the respective Deferral Fees to AUTO1 Finance and, prior to that, the Dealer shall not be entitled to the vehicle documents (in particular the type certificate (*Typenschein*)) and AUTO1 Finance shall be authorised to retain such documents. AUTO1 Finance may entrust other companies of the AUTO1 Group and/or external service providers with the custody of the vehicle documents, which in turn may outsource the custody to external service providers.
 - c. The Seller, AUTO1 or AUTO1 Finance will inform the Dealer without delay by means of a separate notification as soon as the Seller and AUTO1 have assigned their payment claims against the respective Dealer under the respective Agreement to AUTO1 Finance.
2. **Retention obligations.** As long as the Dealer has not completely fulfilled its obligations as described above, the Dealer is subject to the following obligations:
- a. The Dealer shall provide the Seller with the name(s) of his/her/its premises on which sold vehicles in accordance with Section B Item I of the GTC Sale are kept (hereinafter the or each a "**Business Premises**") and shall provide evidence of the current location of the sold vehicle if requested to do so by the Seller or the Seller's authorised representatives.
 - b. The Dealer shall exercise due care when handling the sold vehicle; in particular, the Dealer shall only leave the sold vehicle on his/her/its Business Premises for display purposes. Use for demonstration purposes/test drives is permitted to the extent permitted by applicable law (in particular traffic law) and limited to the territory of the Republic of Austria and a total distance of 50 kilometres per 30 days, but no more than a total of 300 kilometres for the duration of the Deferral Agreement. The Dealer is obliged to immediately inform third parties who take possession of the sold vehicle in writing of the Seller's retention of title. Any safekeeping of the sold vehicle outside the Business Premises requires the prior written consent of the Seller. At the

request of the Seller or the Seller's authorised representatives, the Dealer shall submit evidence of the current condition of the sold vehicle.

- c. The Dealer hereby expressly permits the Seller and the Seller's authorised representatives to inspect the sold vehicle regularly during normal business hours to ensure that it is in proper condition. The Dealer also permits an immediate inspection in case of imminent danger. For this purpose, the Seller and its authorised representatives are entitled to inspect (i) the sold vehicle, (ii) vehicle documents held by the Dealer and (iii) business documents relating to the sold vehicle and to enter the Business Premises during normal business hours.
 - d. The Dealer is obliged to adequately insure the sold vehicle and to maintain the insurance cover throughout the period of retention of title. The insurance cover maintained by the Dealer must in particular cover theft, damage, fire, burglary and vandalism.
 - e. The Dealer shall immediately notify the Seller in writing of any damage to the sold vehicle as well as theft or loss. The same applies to the impairment of further securities of the Seller according to Section B Item VIII by measures of third parties such as seizure (*Pfändung*), confiscation (*Beschlagnahme*) or removal (*Wegnahme*). The Dealer shall indemnify the respective Creditor against all costs necessary to protect the rights of the respective Creditor under these GTC AUTO1 Financing in conjunction with the GTC Sale, in particular costs incurred to remedy unjustified interventions by third parties such as the costs of actions brought by the respective Creditor as a third party asserting property rights in order to prevent the enforcement of a judgment ordering execution (*Zwangsvollstreckung*) against the property or costs incurred to secure the sold vehicle. The Dealer shall do everything possible and reasonable to avert unauthorised action by third parties in relation to the sold vehicle and to secure the sold vehicle in the event of loss.
 - f. The Dealer shall provide the Seller with all documents required to defend the legal position of the respective Creditor as conditional owner (*Vorbehaltseigentümer*) against third parties, unless mandatory statutory provisions (in particular Sec. 367 of the Austrian Civil Code (*ABGB*)) conflict with this.
 - g. All risks associated with the vehicle purchased by the Dealer shall pass to the Dealer upon conclusion of the Used Vehicle Purchase Agreement. In particular, the Dealer shall bear the (i) risks, liabilities, taxes and duties associated with the transport, ownership (*Eigentum*), possession (*Besitz*), liability (*Haftung*) and operation (*Betrieb*) of the sold vehicle and (ii) risks, liabilities, taxes and duties associated with sovereign intervention (*hoheitliche Eingriffe*) and shall indemnify the relevant Creditor against all such risks, liabilities, taxes and duties.
3. **Documents.** Until the Dealer has performed in full the obligations arising from the Used Vehicle Purchase Agreement for the vehicle in question and has paid in full the Auction Fee and the Fees arising from the Service Agreement as well as the respective Deferral Fees, the Dealer has no claim to the vehicle documents (in particular the type certificate (*Typenschein*)) and the Seller or AUTO1 is authorised

to retain these documents. The Seller or AUTO1 may entrust other companies of the AUTO1 Group and/or external service providers with the custody of the vehicle documents, which in turn may outsource the custody to external service providers.

4. Section B Item VIII of these GTC AUTO1 Financing does not apply to Dealers with their registered office or branch in the Republic of Austria (pursuant to Section B Item VI Para. 1 a). These Dealers are obliged, at the request of the Seller and/or AUTO1, to conclude a contract with the Seller on the assignment for security purposes of the claims specified in Section B Item VIII Para. 1 of these GTC AUTO1 Financing to the Seller without delay.

VII. Transport Period; Transfer of Title – Provisions for Spanish Dealers

In deviation from Section B Item VI of the GTC Sale, the following shall apply to Dealers with their registered office in the Kingdom of Spain:

1. *Retention of title in the event of deferral*

In the event that the Dealer is an entrepreneur with his/her/its registered office in the Kingdom of Spain and a deferral has been agreed in accordance with Section B Item I Paras. 1 and 2, the Seller and the Dealer hereby agree the following:

If the Dealer does not book a transport service pursuant to Section C Item II of the GTC Sale, the Dealer shall ensure that the respective vehicle is imported into the Kingdom of Spain within 7 working days of the conclusion of the relevant Used Vehicle Purchase Agreement.

Subject to the last sub-clause of this Para. 1, the Seller retains title to the vehicle and the Dealer shall not be entitled to resell and/or transfer title to the vehicle until the Dealer has paid in full the relevant purchase price, the Auction Fee and the Fees and has fully performed its other obligations under the relevant Agreement, including the relevant Deferral Fees, notwithstanding the transfer of risk (*Gefahrenübergang*) to the Dealer upon handover (*Übergabe*) of the vehicle to the Dealer (see below). Upon handover (*Übergabe*) of the respective vehicle to the Dealer at the Dealer's premises and acceptance of handover (*Übergabe*) by the Dealer, the Dealer confirms and acknowledges the retention of title agreed herein. In the event of the Dealer's failure to pay the relevant amounts on their respective due dates or to perform his/her/its other obligations under the Agreement, the Seller shall have the right to recover physical possession of the vehicle at the expense and risk of the defaulting Dealer without any prior formalities and the Dealer shall co-operate to this end. Pending full payment by the Dealer of the relevant purchase price, Auction Fee and Fees and full performance by the Dealer of his/her/its other obligations under the relevant Agreement, including the Deferral Fees, the Dealer shall, at its own expense, take all relevant publicity measures in respect of the relevant vehicles to ensure that it is adequately disclosed to third parties that title to such vehicles remains with the Seller.

Pursuant to Art. 10.1 Paragraphs 1 and 2 of the Spanish Civil Code (*Código Civil*), in the case of vehicles which are physically located in a country other than the Kingdom of Spain at the time of the conclusion of the relevant Used Vehicle Purchase Agreement, the retention of title provisions shall only be governed by Spanish law once the vehicles cross the Spanish border.

Without prejudice to the foregoing, the Dealer and AUTO1 Finance hereby agree that if the Seller and AUTO1 have assigned their payment claims against the relevant Dealer to AUTO1 Finance and the Dealer has been notified accordingly, the relevant Dealer shall only be entitled to resell and/or transfer the relevant vehicle to another third party upon full payment by the Dealer of the relevant purchase price, the Auction Fee and the Fees and the full performance of his/her/its other obligations under the relevant Agreement, including the Deferral Fees. Until full compliance with the abovementioned obligations, the Dealer shall not be entitled to receive the vehicle administration documents (in particular, the technical chart of the vehicle (*Tarjeta de Inspeccion Técnica*) and the traffic permit (*permiso de circulación*)) and the Seller, AUTO1 Finance or other Creditors shall retain such documents if they are available and not withheld by the Spanish traffic authority as a result of the temporary deregistration of the vehicle. The Seller, AUTO1 Finance or other Creditors may entrust other companies of the AUTO1 Group and/or external service providers with the custody of the vehicle documents, which may in turn transfer them to other external service providers.

2. **Retention obligations.** Until the complete transfer of title to the vehicle to the Dealer in accordance with Section B Item VII Para. 1, the Dealer shall be subject to the following obligations:
 - a. The Dealer shall provide the Seller with the name(s) of his/her/its premises on which the sold vehicle in accordance with Section B Item I of the GTC Sale is kept (hereinafter the or each a "**Business Premises**") and shall provide evidence of the current location of the sold vehicles if requested to do so by the Seller or the Seller's authorised representatives.
 - b. The Dealer shall exercise due care when handling the sold vehicle. In particular, the Dealer shall only leave the sold vehicle on his/her/its Business Premises for display purposes. Use for demonstration purposes/test drives is permitted to the extent permitted by applicable law (in particular traffic law) and limited to the territory of the Kingdom of Spain and a total distance of 50 kilometres per 30 days, but no more than a total of 300 kilometres for the duration of the Deferral Agreement. The Dealer is obliged to immediately inform third parties who take possession of the sold vehicle in writing of the Seller's retention of title. Any safekeeping of the sold vehicle outside the Business Premises requires the prior written consent of the Seller. At the request of the Seller or the Seller's authorised representatives, the Dealer shall submit evidence of the current condition of the sold vehicle.
 - c. The Dealer hereby expressly permits the Seller and the Seller's authorised representatives to inspect the sold vehicle regularly during normal business hours to ensure that it is in proper condition. The Dealer also permits an immediate inspection in case of imminent danger. For this

purpose, the Seller and its authorised representatives are entitled to inspect (i) the sold vehicle, (ii) vehicle documents held by the Dealer and (iii) business documents relating to the sold vehicle and to enter the Business Premises during normal business hours.

- d. The Dealer is obliged to adequately insure the sold vehicle and to maintain the insurance cover throughout the period of retention of title. The insurance cover maintained by the Dealer must in particular cover theft, damage (to the vehicle and third parties), fire, burglary and vandalism.
 - e. The Dealer shall immediately notify the Seller in writing of (i) any damage to third parties or third parties' property caused by the sold vehicle, (ii) any damage to the sold vehicle, (iii) theft or loss of the sold vehicle and (iv) any measures taken by third parties with regard to the sold vehicle, such as a confiscation (*embargo*). The same applies to the impairment of further security of the Seller pursuant to Section B Item VIII by measures of third parties such as confiscation (*embargo*). The Dealer shall indemnify the respective Creditor against all costs which are necessary to protect the rights of the respective Creditor under these GTC AUTO1 Financing in conjunction with the GTC Sale, in particular costs for the removal of unjustified interventions by third parties such as the costs of actions brought by the respective Creditor against third parties asserting property rights in order to prevent the enforcement of a judgment ordering the execution (*Zwangsvollstreckung*) of the property or costs for the securing of the sold vehicle. The Dealer shall do everything possible and reasonable to avert unauthorised action by third parties in relation to the sold vehicle and to secure the sold vehicle in the event of loss.
 - f. The Dealer shall provide the Seller with all documents required to defend the legal position of the respective Creditor as conditional owner (*Vorbehaltseigentümer*) against third parties, unless mandatory statutory provisions provide otherwise.
 - g. In accordance with Art. 1.463 of the Spanish Civil Code (*Código Civil*), the delivery (*entrega*) of the vehicle concerned to the Dealer shall be deemed to have taken place when the relevant Used Vehicle Purchase Agreement is concluded between the Dealer and the Seller, and thus all risks associated with the vehicle purchased by the Dealer shall pass to the Dealer upon conclusion of the Used Vehicle Purchase Agreement. In particular, the Dealer shall bear the (i) risks, liabilities, taxes and duties associated with the transport, ownership (*Eigentum*), possession (*Besitz*), liability (*Haftung*) and operation (*Betrieb*) of the sold vehicle and (ii) risks, liabilities, taxes and duties associated with sovereign intervention (*hoheitliche Eingriffe*) and shall indemnify the relevant Creditor against all such risks, liabilities, taxes and duties.
3. **Documents.** Until the purchase price, the Auction Fee and the Fees have been paid in full and all other liabilities arising from the respective Agreement, including the respective Deferral Fees, have been performed in full by the Dealer, the Dealer has no claim to the vehicle documents (in particular, the technical chart of the vehicle (*Tarjeta de Inspeccion Técnica*) and the traffic

permit (*permiso de circulación*) and the Seller, AUTO1 Finance or other Creditors are authorised to retain these documents if they are available and not withheld by the Spanish traffic authority as a result of the temporary deregistration of the vehicle. The Seller, AUTO1 Finance or other Creditors may entrust other companies of the AUTO1 Group and/or external service providers with the custody of the vehicle documents, which in turn may outsource the custody to external service providers.

VIII. Further Collateral

1. In order to secure all present, future and conditional claims of the Seller and AUTO1 against the Dealer (including any fees, costs and expenses) and for payment of the Auction Fee and Fees under the Agreements and the Deferral Agreement, the Dealer assigns to the Seller upon conclusion of the Agreements in respect of a vehicle the following claims – in advance, if applicable:
 - a. all present and future claims against end customers for payment of the purchase price arising from vehicle sales concluded or still to be concluded, provided that the relevant purchase agreement with the end customer relates to a sold vehicle to the Dealer by the Seller on the basis of the GTC Sale;
 - b. all present and future claims of the Dealer arising from damage, destruction, loss, theft or other loss (*sonstiges Abhandenkommen*) of the sold vehicle against (i) a tortfeasor (*Schädiger*) and/or his/her/its liability insurer and against (ii) other insurers, including insurers of the Dealer and/or other third parties;
 - c. all other claims of the Dealer against third parties in connection with the sold vehicle, in particular claims for the surrender (*Herausgabe*) of the sold vehicle arising from transport contracts concluded by the Seller or the Seller's authorised representatives, shippers or forwarders for the dispatch of the sold vehicle to the Dealer, claims against third parties for the surrender (*Herausgabe*) of vehicle documents/papers including any transport papers as well as claims of the Dealer against third parties arising from any renting or leasing of the sold vehicle; as well as
 - d. any surplus amounts from the realisation of collateral in accordance with this Item VIII.
2. The Seller hereby accepts all assignments pursuant to this Item VIII.

C. Other Contractual Conditions

I. Data Protection

In addition to Section D Item IV of the GTC Sale, the following shall apply:

The Seller and AUTO1 may pass on to AUTO1 Finance any information received from the Dealer and/or third parties in connection with the Dealer's activities on the

trading platform that may be relevant to the Dealer's creditworthiness, in particular, but not limited to, the Dealer's first and last name and/or company name, the Dealer's address, one or more contact persons of the Dealer, the amount of the respective purchase price, the respective Auction Fee and the respective Fees, the Dealer's bank details, a credit score of the Dealer obtained from third parties as well as information on the Dealer's trading history, in particular, but not limited to, the number of vehicles already purchased from AUTO1 Group (at certain prices or within a certain period) and/or the duration of the customer relationship with AUTO1 Group.

II. Liability

Without prejudice to Section B Item VII of the GTC Sale and Section D Item III of the GTC Sale, the Seller and AUTO1 shall only be liable for damage resulting from an intentional (*vorsätzlich*) or grossly negligent (*grob fahrlässig*) breach of duty. This shall not apply in the case of damage resulting from injury to life, limb or health or in the case of breach of obligations which are considered essential for the fulfilment of the mutual rights and obligations arising from the respective Agreements, *i.e.* the breach of which is likely to shake the fundamental values of the underlying Agreement.

III. Contract for the benefit of Third Parties

Any Creditor may assert all claims against the Dealer within the scope of these GTC AUTO1 Financing by way of a genuine contract for the benefit of third parties (Sec. 328 *et seq.* of the German Civil Code (*BGB*)).

IV. Miscellaneous

1. If any provision of these GTC AUTO1 Financing is or becomes invalid, void or for any reason unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
2. All contracts, legal relationships and business relations subject to these GTC AUTO1 Financing as well as the associated and resulting claims shall be governed by German law (save for Section B Item V which shall be governed by French law, Section B Item VI which shall be governed by Austrian law and Section B Item VII which shall be governed by Spanish law) to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. These GTC AUTO1 Financing are only binding in the German language. If these GTC AUTO1 Financing are available in other languages, these are merely non-binding translations for better linguistic understanding and have no legal effect.
4. The exclusive place of jurisdiction for all present and future claims arising from the business relationship between the parties is the local court (*Amtsgericht*) Kreuzberg, Berlin or the court superior to it should the subject matter jurisdiction (*sachliche Zuständigkeit*) lie with it. The Seller, AUTO1 and any Creditor are also entitled to sue the Dealer at his/her/its general place of jurisdiction.