

DAIMLER TRUCK FINANCIAL SERVICES NEDERLAND B.V

Preamble

The client hereby enters into a service agreement with Daimler Truck Financial Services Nederland B.V., covering a range of services for commercial vehicles.

The following general terms and conditions apply. The scope of the service agreement depends on the agreed service agreement product and is the result of the current product description of the Mercedes-Benz service agreements (hereinafter referred to as the 'Product Description'). The client will have all work covered by the agreement carried out by an Authorised Mercedes-Benz Partner.

Definitions

In these General Terms and Conditions:

Client: means the natural person or legal entity specified in the service agreement (hereinafter: the Agreement), with whom FS has entered into such Agreement;

Authorized Mercedes-Benz Partner: means the Mercedes-Benz Partner where the Client must have all work covered by the Agreement carried out;

FS: means Daimler Truck Financial Services Nederland B.V., the company specified in the Agreement, based in Nieuwegein, The Netherlands, and/or its legal successor;

Annual kilometrage: means the annual use of the Vehicle expressed in kilometres and/or operational hours as agreed between FS and the Client under the Agreement;

Term: means the term of the Agreement as specified in the Agreement;

Vehicle: means the Vehicle specified in the Agreement.

Clause 1 Applicability

1.1 These General Terms and Conditions apply to all offers and agreements relating to service components, in which reference is made to these General Terms and Conditions. Deviations from these General Terms and Conditions may only be agreed upon in writing.

1.2 General (purchase) conditions of the Client, under whatever name, do not apply.

1.3 FS is entitled to adjust these General Terms and Conditions to reflect changes in circumstances or the law, without the Client being entitled to dissolve the Agreement. FS will inform the Client of such an adjustment in writing or electronically. Until 30 days after the adjustment date, the Client has the right to refuse the adjustment if the adjustment leads to far-reaching changes, unless these changes result from a statutory regulation or provision. If the General Terms and Conditions are refused, the old General Terms and Conditions will continue to apply to the Agreements already in existence. The new General Terms and Conditions will apply to new agreements. If the Client does not exercise this right, the Client will be deemed to have agreed to the adjustment(s).

Clause 2 Subject matter, formation, and term of the Agreement

2.1 For the term of the agreement, and in exchange for payment of the agreed fee, FS undertakes to perform the service activities (hereinafter also referred to as the 'Work') on the vehicle specified in the agreement as agreed in

the application and the service agreement product chosen by the Client.

2.2 The Agreement will come into existence at the time when FS receives an unaltered copy of the Agreement signed by the Client.

2.3 The Agreement will be entered into for the Term specified, or for such shorter period as will be determined by the point at which the Vehicle has done the number of kilometres and/or operational hours as specified in the Agreement.

2.4 In addition to Clause 2.3, for battery electric Trucks the Agreement will be entered into for the Term specified, or for such shorter period as will be determined by the earlier of the point at which the Vehicle (i) has done the number of kilometres and/or operational hours as specified in the Agreement or (ii) has reached the maximum number of charging cycles, i.e. 1800.

2.5 Without affecting FS's right to early termination as described in Clause 4 of these General Terms and Conditions, the Agreement ends on expiry of the agreed Term, calculated as from the time of delivery of the Vehicle to the Client.

2.6 The Territory (as defined in Clause 9) of the Agreement includes the country where the Agreement is entered into. Depending on the Vehicle, the Mercedes-Benz Complete service agreement product may be extended to include an international option, in which case the terms of Clause 11 apply.

Clause 3 Transfer of rights and obligations

3.1 FS has the right to transfer or pledge the performance of its obligations and the claims, powers, rights, privileges and actions related to the Agreement to one or more third parties. FS shall notify the Client of a transfer in good time in writing. By signing the Agreement, the Client lends its cooperation and grants its consent to a transfer by FS of its rights and obligations under the Agreement and the supplementary agreements by means of a transfer or contract takeover.

Clause 4 Early dissolution and termination of the Agreement

4.1 FS may dissolve the Agreement (in or out of court) if:

- a. the Client fails to properly perform its obligations under the Agreement or fails to do so in a timely fashion or at all, or the Client applies for a suspension of payments or bankruptcy or is declared bankrupt;
- b. the Client is two or more months in arrears on its monthly payments and, after being given notice of default, fails to perform its obligations (in full).
- c. the Client sells the Vehicle covered by the Agreement to a third party; in the event of theft or destruction of the Vehicle (e.g. in the case of total loss), the Client must so notify FS immediately. In that case, the Agreement will be terminated with effect from the date of sale, theft or destruction, however not earlier than the date of notification by the Client;
- d. there is an unacceptable risk under the Dutch Financial Supervision Act and/or Sanctions Act and/or (internal) integrity rules, whether or not after an interim investigation;
- e. the Client relocates its head office abroad.

4.2 In the event of termination of the Agreement due to sale, theft or destruction as referred to in the previous

paragraph, FS is entitled to charge the Client the costs which FS paid in the 6 months prior to termination, taking into account a depreciation of those costs over the originally agreed term and the nature of the repairs and/or maintenance performed.

4.3 In the event of termination or dissolution as referred to in this clause, the Client will owe FS a fee of EUR 250. FS remains entitled as against the Client to compensation for any costs or loss or damage incurred, including the costs of legal or other assistance, without this affecting the Client's liability for failure to perform its obligations under the Agreement.

4.4 in the event of the Extended Powertrain Warranty service component, compensation must be paid to FS in the event of early termination based on the residual value of the Extended Powertrain Warranty package. The residual value means the monthly instalments for the package which have not yet been invoiced.

Clause 5 Payment

5.1 Invoices from FS must be paid monthly in advance by means of direct debit prior to the first day of the relevant calendar month. Any set-off or compensation by the Client is not permitted. The Client has authorised FS by means of a SEPA standing order to collect all amounts due and payable from the Client's bank account.

5.2 If, for any reason, the Client is unable to use the Vehicle, this will not entitle the Client to suspend or cease any payment to FS in whole or in part or to unilaterally terminate or dissolve the Agreement.

5.3 In the event of late payment, the Client will be in default by operation of law without any notice of default being required. The Client is obliged to pay default interest of 1.5% per month on the amount due, for the duration of the default.

5.4 Extrajudicial costs incurred by FS to collect its claims will be borne by the Client:

a. in the event that the Client is a natural person who does not act in the conduct of a profession or business, the rates set by an order in council to implement Section 6:96 of the Dutch Civil Code apply;

b. in other cases, the costs will be calculated on the basis of 15% of the principal, with a minimum of EUR 200.

Clause 6 Use and Client's obligations

6.1 The Client will exercise due care in handling the Vehicle and strictly follow the manufacturer's instructions. The Client will be responsible for, inter alia (non-exhaustive list): taking the permanent control and maintenance measures as described in the user manual, such as checking and topping up the engine oil, coolant, brake fluid, antifreeze, lubricants, windscreen cleaner and tyre pressure at the Client's own expense (in so far as these activities are not covered by the agreement). The wheel nuts and bolts must be checked for tightness and, if necessary, retorqued after repairs and tyre changes, then after about 50 kilometres and subsequently at regular intervals.

6.2 FS is entitled, in consultation with the Client, to call the Vehicle to the workshop for preventive and inspection work.

6.3 The Client will ensure that the Vehicle is driven expertly and daily maintenance is carried out in accordance with the manufacturer's instructions.

6.4 The Client must ensure that the maintenance instructions (in particular those in the vehicle's manual) are adhered to and that, in the event of damage, all measures are taken to limit such damage. In particular, the Client

must adhere to the parking instructions and prescribed maximum revolutions per minute and speed.

6.5 The Client must make the Vehicles available to FS in a timely fashion in order for the work to be performed in accordance with the manufacturer's effective maintenance instructions. Or else the costs associated with any resulting damage or necessary additional work will be payable by the Client. Vehicles used in combination with a trailer or semi-trailer must be taken to the authorised Mercedes-Benz Partner specified in the agreement at FS's request for synchronisation of the trailer (with full load).

6.6 The Client must immediately notify FS in writing of any defect in the odometer/(operational) hour counter and have the defect repaired as soon as possible.

The Client will lend its full cooperation to FS and provide FS at the latter's first request with all required data to enable FS to determine the number of kilometres and/or operational hours driven with the defective odometer/(operational) hour counter. If FS is unable to unambiguously determine the number of kilometres and/or operational hours, FS will be entitled to make an estimate that is binding upon the parties.

6.7 Renting out the Vehicle or otherwise making the Vehicle available to a third party is permitted only with FS's prior written consent.

6.8 The Client must inform FS in advance if it wishes to use alternative fuels (e.g. FAME, biodiesel) and obtain permission from FS. In the event of approval, FS may also amend the manufacturer's maintenance instructions applicable at the time of the adjustment and adjust the fee accordingly. If the Client fails to inform FS of the use of alternative fuels in a timely fashion, any consequential loss or damage will be payable by the Client.

6.9 The agreed fee is based on the Dutch Standard Version (SNU) of a Vehicle, unless otherwise agreed. Making permanent changes to the use of the Vehicle as specified in the Agreement or to the structural condition of the Vehicle is not permitted without FS's prior written consent. In addition to a higher fixed fee for the relevant agreement, any loss or damage or additional costs arising from any use in violation of this Agreement or from any structural changes which have not been approved by FS will be payable by the Client. A change will be considered to be permanent if it has existed for more than 3 months. FS must immediately be notified in writing of any change in the agreed method of use and/or annual kilometrage by +/- 10%.

6.10 The Client undertakes to notify FS without delay of any technical defects, damage due to violence, or damage to an accident. Minor damage (of no more than EUR 3,000) estimated by an independent party (workshop) which does not impede the vehicle's operation and does not lead to any consequential loss or damage need not be reported to FS. Damage to the chassis must always be reported by the Client.

6.11 The Client undertakes to notify FS if the vehicle has not been used for more than 3 months. The cost, if any, of decommissioning the vehicle and any damage resulting from such non-use will be payable by the Client.

6.12 If work is performed outside normal working hours at the Client's specific request, the Client undertakes to pay the premiums owed. This provision does not apply in the event of a breakdown or use of the Mercedes-Benz 24-hour Service.

6.13 If the Client fails to comply with the obligations and provisions in this clause, FS will be exempt from liability for any ensuing (indirect) loss or damage.

6.14 The Client must only use diesel fuel that meets the requirements of DIN EN 590. The consequences of using incorrect fuel will be for the Client's account. In the event of an alternative fuel (electricity or hydrogen), topping up or charging must be carried out according to the manufacturer's instructions. The consequences of using incorrect

fuel or incorrectly connecting the vehicle to charging equipment will be for the Client's account.

6.15 The Client must have any accident damage to the Vehicle repaired by an authorised Mercedes-Benz Partner if at all possible. If such damage is not repaired by an authorized Mercedes-Benz Partner, the Client undertakes to notify FS accordingly and to submit to FS all documentation regarding the repairs without delay after the work has been carried out. FS reserves the right to check whether such accident damage has been properly repaired, and if that is not the case FS will not be liable for any consequential loss or damage.

6.16 The Client must notify FS of any change of address in a timely fashion in writing, stating the agreement number.

Clause 7 Service components

7.1 The scope of the services to be provided by FS and the service exclusions will depend on the arrangements specified in the application and the service agreement product chosen by the Client. The respective services and service exclusions for the respective agreed service agreement product will be listed in the application and the corresponding Product Description for the respective scope of application of the Agreement. The Product Description forms a part of the Agreement.

7.2 All additional costs incurred to restore the state of repair as a result of maintenance work not having been carried out in a timely fashion or at all will be for the Client's account.

7.3 In the event of work to be carried out by FS under the Agreement, the authorized Mercedes-Benz Partner or other FS approved partner performing the work must only use original Mercedes-Benz parts or original refurbished Mercedes-Benz parts which are at least equivalent to the part to be replaced.

7.4 During the last two months of the Agreement, maintenance will be carried out only after consultation with FS.

Clause 8 A Special conditions: scope of the services and service exclusions

See the 'Product Description' of the respective service agreement product. If the Client opts for the Best Basic maintenance product (Maintenance only), it will be determined in advance what parts will form a part of the product. A list of those parts will be provided along with the quotation and is available at <https://nl-nl.dtfs.nl/service/documenten>.

Clause 8 B Replacement of tyres

B1 If the costs of replacing tyres are included, these will only be the costs resulting from normal wear and tear. Replacement of tyres at FS's expense will take place at such time as FS deems necessary, but in any event before the legal minimum tyre tread depth is reached, and will be carried out by a service provider selected by FS.

B2 The Client will be responsible for checking tyre pressure and re-inflating tyres.

Clause 8 C Extended Powertrain Warranty (only in combination with a service plan)

C1 If the Extended Warranty option is chosen in the Agreement, FS will include an Extended Warranty Product which extends the manufacturer's warranty for the Powertrain by a period equal to the term of the agreement. Detailed information about the Extended Powertrain Warranty is available on the Daimler Truck website. If the Extended Powertrain Warranty option is included, it will only relate to the costs of wear and tear resulting from normal use of the Vehicle. Replacement of worn parts is hereby expressly excluded. Work in relation to this component will be carried out by a Mercedes-Benz Partner or a party approved by FS. This option is subject to

additional General Terms and Conditions. They are available at <https://nl-nl.dtf.s.nl/service/documenten>.

C2 The Extended Warranty component will be entered into upon conclusion of the Agreement, but will not take effect until after the manufacturer's warranty on the vehicle has expired. The costs of the Extended Powertrain Warranty will be invoiced as from the effective date of the agreement as part of the plan in equal monthly instalments on the basis of the term of the service agreement. This option is subject to additional General Terms and Conditions. They are available at <https://nl-nl.dtf.s.nl/service/documenten>. In all other respects, the Mercedes-Benz Extended Powertrain Warranty is subject to the General Terms and Conditions for Mercedes-Benz Extend. They are available at <https://nl-nl.dtf.s.nl/service/documenten>.

Clause 9 Work abroad within the Territory

9.1 In emergency cases, the Client may have repair work carried out by Mercedes-Benz workshops outside the Netherlands but within the Territory. The Territory includes the Member States of the European Union, and Iceland, Norway, Switzerland and Liechtenstein ("Territory"). In such case, FS will only reimburse the repair costs if the repair work was approved in advance and upon submission of a detailed invoice. The Client will need pay the fee for the work as instructed by the Client in advance.

9.2 In the event of an emergency outside the Netherlands but within the Territory and the Mercedes-Benz 24-hour Service not being available for reasons for which FS is liable, the Client will have the right to take the vehicle in for repairs by a workshop that is not authorised by FS, provided that the workshop is sufficiently qualified and equipped to carry out the repairs

9.3 In any case, FS will only reimburse the repair costs if the repair work was approved in advance and upon submission of a detailed invoice. The Client will need to pay the fee for the work as instructed by the Client in advance, and would be reimbursed for no more than the costs which an Authorized Mercedes-Benz Partner would have charged in the Netherlands.

9.4 Maintenance work and inspections abroad but within the Territory do not fall within the scope of the services.

Clause 10 Work abroad outside the Territory

10.1 In the event of an emergency, the Client may have repair work carried out by Mercedes-Benz workshops in other countries outside the Territory, provided that manufacturer-approved materials and fluids are used. In such case, FS will only reimburse the repair costs if the repair work was approved in advance and upon submission of a detailed invoice. The Client will need to pay the fee for the work as instructed by the Client in advance.

10.2 In the event of an emergency abroad outside the Territory and the Mercedes-Benz 24-hour Service not being available for reasons for which FS is liable, the Client will have the right to take the vehicle in for repairs by a workshop that is not authorised by Mercedes-Benz. In such case, FS will only reimburse the repair costs if the repair work was approved in advance and upon submission of a detailed invoice. The Client will need to pay the fee for the work as instructed by the Client in advance, and would be reimbursed for no more than the costs which an Authorized Mercedes-Benz Partner would have charged in the Netherlands.

10.3 An emergency situation exists if it is no longer possible to guarantee that the vehicle is roadworthy, in running order, and/or usable and this is caused by a technical defect or the incorrect technical functioning of any of its parts. Any defect caused by incorrect use on the part of the operator is excluded (including without limitation shifting of cargo, incorrect coupling, etc.)

10.4 Maintenance work and inspections abroad outside the Territory do not fall within the scope of the services.

Clause 11 International service agreement

11.1 The optional component will only be valid in combination with the Mercedes-Benz Complete service agreement.

11.2 FS undertakes to provide all services included in the Agreement as described in the special terms and conditions for FS service agreements for commercial vehicles 'Service MB Complete', for the entire Territory. The country where the service agreement is entered into is considered to be the vehicle's home base. The vehicle must be purchased in the country where the service agreement is entered into.

11.3 Scheduled repair and maintenance work abroad - similar to emergency cases - will be booked directly by the Client's point of contact forwarding the request to the workshop, and the date will be confirmed to the Client via the workshop or by the workshop contacting the Client directly. A timely appointment with an authorized Mercedes-Benz Partner will be subject to availability and require a recommended minimum notice period of 24 hours.

11.4 The following matters are excluded from the international provision of services:

- Inspections required by law (major maintenance; emissions checks)
- Repair and maintenance of the bodywork
- Repair and maintenance of the semi-trailer
- Vehicle cleaning
- Client reports
- Fees, licenses, taxes
- Country-specific optional components

Clause 12 Mercedes-Benz Uptime

12.1 To the extent that a Mercedes-Benz Uptime agreement is entered into for the vehicle in addition to the service agreement, the following provisions apply: As regards the contractually agreed scope of the services under the special terms and conditions for Mercedes-Benz service agreements for commercial vehicles, the Client must ensure that the actions recommended by Mercedes-Benz are performed. If the Client fails to act in accordance with Mercedes-Benz's instructions, although this could reasonably be expected of it, and if this gives rise to consequential costs, the Client must bear those costs.

12.2 If the recommendations concern services outside the agreed scope, it will be for the Client to decide whether to follow those recommendations and to bear the resulting costs. If consequential costs are incurred as a result of its decision not to take measures, the Client will bear those costs. In all other respects, Mercedes-Benz Uptime is subject to the General Terms and Conditions for Mercedes-Benz Uptime. They are available at <https://nl-nl.dtfs.nl/service/documenten>.

Clause 13 A Truck Plan Plus - Driver Training

A1 If the Client opts for Truck Plan Plus, the Client may use driver training. Driver training is included in the Truck Plan Plus for an amount of EUR 600 not including VAT. The training course must be taken in the first year after purchasing the Truck Plan Plus.

A2 The Client can purchase the driver training course by redeeming a voucher. The voucher will be provided by Daimler Truck Nederland B.V. and the training course will be available from Daimler Truck Nederland B.V. or an organisation designated for that purpose. The Client will not be entitled to a refund of the driver training option if it does not use this option.

A3 If the Client terminates the Truck Plan Plus early and the training course has not been (fully) completed as a result, costs will be charged. These costs will depend on the costs of the training and the (remaining) term of the Agreement.

Clause 13 B Truck Plan Plus - Proactive Fleet Management

B1 If the Client opts for the Service Complete product and the Proactive Fleet Management service, the relevant fee will be invoiced to the Client on a monthly basis. The costs for Proactive Fleet Management will be included in the Agreement as a monthly fee.

B2 The following services are included in the Proactive Fleet Management option:

- Twice a year, the Client will receive a report from FS showing the results of the Client's fleet based on the Repair-Maintenance components;
- Once a year, the Client and FS will meet to discuss all the results relating to the Client's fleet.

B3 If the Client opts for the Truck Plan Plus with Service Complete, but does not wish to use the Proactive Fleet Management service, no amount will be deducted from the total price of the Truck Plan Plus with Service Complete.

Clause 14 Amendment to the Agreement and Final Settlement

14.1 If Maintenance, Repairs and Maintenance and/or Replacement of tyres are part of the Agreement and it turns out that the number of kilometres and/or operational hours done by the Vehicle deviates from the agreed monthly kilometrage and/or operational hours by more than 10%, FS may adjust the monthly amount with retroactive effect to the start date of the Agreement and/or revise the remaining term of the Agreement. The kilometrage and/or operational hours will be adjusted with due observance of the maximum number of kilometres and/or operational hours to be driven by the Vehicle. This maximum depends on the type of Vehicle and will be determined by FS.

14.2 If the Client has an agreement with FS for the delivery of Mercedes-Benz Uptime for the Vehicle, FS will use the kilometrages determined in the context of this service to calculate the kilometrage allowance and the adjustment of the service rate for this Agreement.

14.3 If FS does not incorporate adjustments such as those referred to above in the monthly amount, FS will always be entitled to charge the costs associated with the additional number of kilometres and/or operational hours driven to the Client at the end of the Agreement.

14.4 If the agreed total kilometrage is reached prior to the end date of the Agreement, final settlement will be made on the basis of the kilometre price specified in the Agreement and the Agreement will be terminated. All costs arising after the maximum kilometrage has been reached will be payable by the Client.

14.5 If the Agreement is amended at the Client's request, the Client will owe FS a fee of EUR 250.

Clause 15 Price indexation

FS may annually adjust the prices for the Maintenance, Repairs and Maintenance and Replacement of Tyres components on the basis of data from Statistics Netherlands (CBS). This will be communicated to the Client in December of each year and incorporated into the monthly amount. The Extended Powertrain Warranty component is not subject to indexation.

Clause 16 Data protection

See Annex 1.

Clause 17 Disputes and governing law

The Agreement is governed exclusively by Dutch law. The Utrecht District Court will have exclusive jurisdiction in the event of any disputes.

Artikel 18 Slotbepalingen

18.1 If any part of the Agreement is void or nullified, this will not affect the validity of the other provisions. In such case, the parties will be obliged to replace the nullified part by a provision which approximates the intention of such part as closely as possible. FS will always be entitled to unilaterally amend any of the provisions of the Agreement and annexes in favour of the Client.

18.2 The Client is not entitled to transfer any claims it may have against FS or to have such claims collected by a third party. The Client may only set off any claims it may have against FS against any claims FS may have against the Client or exercise a lien if the Client's claims have not been contested or have been validly established.

18.3 If, for any reason, the Client is unable to use the Vehicle, FS will in no event be liable for any loss or damage on the part of the Client.

Version: February 2023

Annex 1 Data Protection

Please note: This data protection notice applies to the following agreements and to any agreements expressly referred to in this data protection notice:

Mercedes-Benz Complete (full service), Mercedes-Benz Select (powertrain warranty and maintenance), Mercedes-Benz ExtendPlus (extended warranty/extended warranty Plus), Mercedes-Benz Extend (powertrain warranty), Mercedes-Benz SelectPlus (extended warranty and maintenance), Mercedes-Benz BestBasic (maintenance package), Mercedes-Benz Uptime.

The protection of your personal information is a key priority for us at **Daimler Truck Financial Services Nederland B.V. ("Daimler Truck")**, which we take into account in all our business processes. In the data protection notice below, you will find a detailed overview of how your personal data is processed when entering into a truck service agreement and during performance of the agreement by Daimler Truck AG. 'Personal Data' means any information relating to an identified or identifiable natural person. This data protection notice explains the type, scope and purpose of the personal data collection by Daimler Truck AG and how we handle this data. You will also learn what rights you have with regard to the processing of your personal data.

1. To whom does this privacy policy apply?

Here we tell you about the collection and processing of your personal data if you have entered into a truck service agreement with us or if you are our point of contact for such an agreement. If you are the point of contact of our contract partner, but not the contract partner itself, we will only process your contact details.

If the agreement relates to other services, the data protection notices for those other services also apply.

2. Who is responsible for the processing of my data and who can I contact about data protection?

Unless explicitly stated otherwise, the controller of the personal data is specified below:

The controller within the meaning of the General Data Protection Regulation (GDPR) is:

Daimler Truck Financial Services Nederland B.V. ("we")

Ravenswade 4

3439 LD, Nieuwegein

Chamber of Commerce number: 83810854

E-mail: dtfs_dpo@daimlertruck.com

The point of contact for your questions about data protection is the Data Protection Officer:

Daimler Truck AG

Data Protection Officer

HPC DTF2B

70745 Leinfelden-Echterdingen

Duitsland

E-mail: dataprivacy@daimlertruck.com

3. Where does my data come from and what data is processed?

We process personal data ('data') as permitted by applicable legal rules, in accordance with our obligations, or if you have given your consent. In doing so, we always apply the principle of limiting that data to the necessary minimum.

Unless stated otherwise below, the terms 'process' and 'processing' include without limitation the collection, use, disclosure and dissemination of personal data (see Article 4 (2) GDPR).

General data originating from the business relationship

We first collect, process and use the data you provide to us as part of our business relationship. This includes, in particular, the following data:

- The customer's master data, more specifically their name;
- The customer's contact details, more specifically their company name, current address, telephone numbers and email addresses;
- Details of the agreement, such as the start and end dates of the agreement;
- Vehicle data, more specifically the original registration, vehicle identification number, number plate, kilometrage, vehicle damage;
- If authorised representatives have been appointed: their master data, more specifically their names and current addresses;
- Details from the personal identity card or other identity document submitted;
- Banking details, provided that you use a SEPA direct debit, such as your IBAN account number and your

bank's BIC code;

- If applicable, other data necessary to perform the business relationship, such as vehicle breakdown details (file number, date, vehicle data, workshop's contact details).

As part of our business relationship with you, we also collect and process certain additional data necessary to perform our contractual obligations to you. This data includes, in particular:

- Details from the (written and electronic) correspondence between us and you;
- Details of other written, electronic or telephone communications.

Data for online services

For our online services, including portals and apps (such as the Mercedes-Benz Uptime customer portal), we also collect other data if this is necessary to perform our contractual obligations to you or if you have given your consent. This data includes, in particular:

- Any changes you make to your master data, such as changes of address;
- Location data for your vehicle;
- Information about features you have used online, such as the time and the feature used, and your settings for the online services you use.

Data collected within online services for statistical purposes will only be used after your data has been anonymised – e.g. by shortening the IP address.

Data from other sources

In addition – provided that this is necessary to perform our agreement with you, to be able to take the measures preceding the agreement, or if you have given your consent – we also process personal data that we may receive on a reliable basis from businesses affiliated with Daimler Truck AG or from other third parties (e.g. data from credit institutions).

We will process personal data from publicly accessible sources (e.g. governments, the Internet) only where permitted by law, for example if this is necessary to provide our services or if you have given your consent.

If you also have an agreement with us for the delivery of Mercedes-Benz Uptime services, we will – to the extent necessary for performance of the service agreement with you – process the kilometrages determined in the context of the online services or, in the case of electric vehicles on batteries, the number of charging cycles.

4. What is my data used for (the purpose of the data processing) and on what basis (legal basis)?

Collection and processing to comply with legal obligations

We collect and process your personal data, as described in more detail in Clause 3, in order to commence a contractual relationship and to perform our obligations to you (Article 6 (1)(b) GDPR). For example, we process your data in order to perform the service agreement.

Processing based on a legitimate interest

Moreover, we process your personal data if this is necessary to protect our legitimate interests or those of third parties (Article 6 (1) (f) GDPR). This will be the case in the following situations, in particular:

- When this is necessary to bring or defend a legal claim.
- To ensure IT security and operation.
- In individual cases with a view to corporate and risk management within the Group.
- For accounting purposes: with a view to risk prevention and to prepare Daimler Truck AG's balance sheet, certain master data of your service agreement will be processed, more specially your name, your address, the term of the agreement, the agreement number, and the chassis number. In order to prepare its balance sheet, Daimler Truck AG will process certain voucher data, including payment and correspondence details, solely for those purposes.

To further develop our services and products, and also for statistical purposes, we may process your data in anonymous format.

Collection and processing based on your consent

In addition, your personal data will be collected and processed if you have explicitly agreed to this in advance (prior consent) (Article 6 (1) (a) GDPR).

5. Will my data be shared?

Sharing data with processors

We use order processors to provide our services, mainly IT service providers. Contractors may also be companies belonging to the Daimler Truck Group. Daimler will only pass on personal vehicle data to those contractors and third parties if this is necessary for the above purposes. Daimler Truck will ensure that its contractors are subject to contractual confidentiality, data protection and data security obligations equivalent to those accepted by Daimler Truck vis-à-vis the customer.

Data transfer to suppliers

We will pass on your data, more specifically your first name and surname, your address, your customer number, the order number, the vehicle identification number and the number of your agreement, to suppliers who we have instructed to manufacture or deliver the equipment we have agreed with you as part of our services for your vehicle. Our suppliers will use your data mainly to identify and allocate the equipment ordered for your vehicle.

Data transfer to workshops

If you use a service product, we will pass on your data – more specifically your first name and surname, the agreement and vehicle data (agreement type, contract period, vehicle identification number) – to our authorized Mercedes-Benz Partners who need this data to provide the service you have ordered.

Transfer of data relating to service modules

If your service agreement includes one or more service modules, e.g. 'tyre module', 'cooling module' or 'provision of a replacement vehicle', and provided that this is necessary to perform the corresponding service module, we will transfer the customer data (e.g. seat, address, telephone number), vehicle data (VIN, tyre size for the 'band module', bodywork category, bodywork dimensions, and bodywork type and serial number for the 'cooling module') and contract details (term of your agreement, authorised workshop as specified in the application for the service agreement) to the agent authorised for the service module in question.

In individual cases, Daimler Truck may have a legal duty to transfer personal data to law enforcement agencies, government bodies, or regulatory authorities.

6. Will my data be sent to a third country or an international organisation?

In general, no personal data will be processed outside the EU or the EEA. In exceptional cases, service providers managing our systems for us outside Europe may have access to the above-mentioned data when those systems are serviced or repaired. Our service providers will not actively process this data; access cannot be excluded for organisational reasons. We are currently using a service provider in India to manage the systems used for the above-mentioned purposes. If personal data is transferred outside the EEA, the EU Model Data Protection Clauses will generally apply. They are available at:

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-overeenkomstual-clauses-scc/standard-overeenkomstual-clauses-international-transfers_en

7. How long will my data be stored for?

We will only process and keep your personal data for as long as we need to in order to perform our contractual or legal obligations. If there is no longer a legitimate interest, we will erase the data or, if this is not possible, we will normally delete your contract data no later than five years after the end of the contractual relationship.

8. What rights do I have as against Daimler Truck AG?

You have extensive rights in relation to the processing of your personal data. We consider it very important that you know your rights:

- Right of access: You have the right to information about the data we hold, in particular with regard to processing and the period of retention (Article 15 GDPR).
- Right to rectification of inaccurate data: You have the right to request that we immediately rectify your personal data if it is inaccurate (Article 16 GDPR).
- Right to erasure: You have the right to request that we erase your personal data. These provisions allow you to request the erasure of your personal data if, for example, we no longer need the data for the purposes for which it was collected or otherwise processed, if we process the data unlawfully, if you have lawfully objected to the use of your data, if you have withdrawn your consent, or if there is a legal obligation to erase the data (Article 17 GDPR).
- Right to restriction of processing You have the right to request that we restrict the processing of your data. This right applies in particular for the duration of the verification if you contest the accuracy of your personal data, or if you oppose the erasure of your personal data and have requested the restriction of its use instead. In addition, the processing will be restricted if the data is no longer required for our purposes, but is required by you in order to establish, exercise or defend a legal claim. The processing will also be restricted for the period during which we have not yet dealt with your objection (Article 18 GDPR).
- Right to data portability You have the right to receive the personal data which you have provided to us in a structured, commonly used and machine-readable format (Article 20 GDPR), provided that the data in question has not yet been erased.



If you wish to exercise any of your rights or wish to receive more information about your rights, please send an email to dtfs_dpo@daimlertruck.com or write to Daimler Truck Financial Services Nederland B.V., Data Protection Officer, Ravenswade 4, 3439 LD Nieuwegein, The Netherlands. However, in the event of an objection, we may not

longer be able to provide the services we have agreed with you or to provide the agreed scope of services.

Can I withdraw my consent to the processing of data?

You may withdraw your consent to the processing of your personal data at any time. We will not charge you any costs, but this step will only take effect as from a future point in time. This also applies to consents given before the EU General Data Protection Regulation entered into force, i.e. before 25 May 2018.

You can withdraw your consent by sending an email to dtfs_dpo@daimlertruck.com. This can also be done in writing at the following address:

Daimler Truck Financial Services Nederland B.V.

Data Protection Officer

Ravenswade 4,

3439 LD Nieuwegein,

Netherlands

Please note that the withdrawal of consent will only have an effect in the future. Any processing carried out prior to the withdrawal will not be affected. If you withdraw your consent and prevent us from processing your data, we may no longer be able to provide all or some part of our services and hence be required to terminate the existing agreement.

9. Can I object to the processing of my personal data?

You have the right at any time to object, on grounds relating to your particular situation, to the processing of your personal data (Article 21 GDPR). We will no longer process your personal data unless we demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

If you wish to object to the processing of your personal data, please send an email to kundenrechte_dt@daimlertruck.com or write to Daimler Truck AG, HPC V422, 10878 Berlin. However, in the event of an objection, we may no longer be able to provide the services we have agreed with you or to provide the agreed scope of services.

10. Right to lodge a complaint with supervisory authority

If you believe that we are violating the GDPR by processing your personal data, you have the right to lodge a complaint with a supervisory authority, e.g. a data protection agency which has jurisdiction over the place where you live, the workshop, or the place where the alleged data breach occurred.