

CONNECTRUCK GENERAL TERMS AND CONDITIONS

This Ford Otosan ConnecTruck General Terms and Conditions (“Customer GTC”) is in relation with the use of services defined under this Customer GTC within the terms and conditions set out below by the (“**Customer**”).

1. DEFINITIONS

Vehicle(s): Ford Truck vehicles owned by the Customer subject to the Services within the scope of this Customer GTC via the Module situated in the hardware.

ConnecTruck System (System): Whole connectivity system consisting of software and hardware allowing the receiving of different data related to the Vehicle and transmitting them to the vehicle manufacturer in order to provide Services to the Customers via a GSM sim card in the Ford Trucks embedded to the Module during the manufacturing.

ConnecTruck Customer Applications : Mobile applications and web portal where Ford Otosan provides its connectivity products and Services.

Ford Trucks: Large goods (commercial) vehicles having the Module subject to this Customer GTC manufactured and provided by Ford Otosan under the “Ford Otosan” brand.

Ford Motor Company: Company established under the Laws of Delaware, USA having its headquarters at The American Road, Dearborn, Michigan 48121, USA.

Ford Otosan: Ford Otomotiv Sanayi Anonim Şirketi, having (www.fordotosan.com.tr) and (fordotosan@fordotosan.hs02.kep.tr) as contact details, registered in İstanbul Trade Registry Office with the registry no. of 73232, having its headquarters at Akpınar Mah. Hasan Basri Cad. No.2 Sancaktepe İstanbul.

Ford Otosan Parties: Ford Otosan, Ford Motor Company, Koç Holding A.Ş., their subsidiaries, their employees and managers.

Service(s): The whole of Services offered by Ford Otosan within scope determined in **ANNEX-1**.

Affiliates: All legal entities, with relation to anyone at the time of signature of this document or a different period after this date, (i) Controlled directly or indirectly by the said entity, (ii) Controlling the said person or (iii) under the common Control with the said person.

Koç Holding A.Ş.: Koç Holding Anonim Şirketi (www.koc.com.tr), registered in İstanbul Trade Registry Office with the registry no. of 85714, located in Nakkaştepe, Azizbey Sokak No: 1 Kuzguncuk 34674 Üsküdar/İstanbul.

Letter Of Credence: Customer’s or ConnecTruck Customer Representative’s information such as cell phone number, e-mail address etc. and the acknowledgement of the ConnecTruck Customer Representative’s authority by the Customer in order to activate the ConnecTruck Customer Applications.

Control: Having the majority of the rights to vote at the general assembly of any legal entity or having the right to designate or remove the majority of the members of the board of directors or directly or indirectly administering or having the power to guide management policies of the said entity.

Module: The Module and software, which provides collection of data and transfer of this data to the servers of Ford Otosan through the GSM sim card and GPS embedded inside, owned by Ford Otosan and installed by Ford Otosan to the Vehicle at the stage of manufacturing of Vehicles.

Operator: Operator solely designated by Ford Otosan, which allows electronic communication service necessary for the data transfer within the scope of the System.

GPS: Global Positioning System.

GSM: Global System for Mobile Communications.

ConnecTruck Customer Representative: Person/persons conducting necessary identifications stated by the Customer to Ford Otosan and necessary for the use of the ConnecTruck Customer Applications by other third parties and providing approvals in order to activate the ConnecTruck Customer Applications (such as link and verification code).

Authorized Dealer: Person or institutions authorized by Ford Otosan to sell goods and services of Ford Otosan.

Authorized Service: Person or institutions authorized by Ford Otosan to provide post-sale services related to the Vehicles.

2. SUBJECT OF THE CUSTOMER GTC

The subject of this Customer GTC is the use of System by the Customer within the Vehicle(s) bought from Ford Otosan and providing Services within this scope and designating the rights and obligations of the Customer accordingly.

3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

3.1. Customer accepts, declares and undertakes that the Customer and, regardless of the nature of legal relationship between them, the persons using the Vehicle shall comply with the provisions of this Customer GTC. This provision has the legal character of an undertaking of third parties' actions by the Customer.

3.2. Customer has delivered or shall deliver no later than 1 day upon acceptance of this Customer GTC the below-listed documents necessary for putting the System into operation and other documents, to Ford Otosan and/or Authorized Dealer.

3.2.1. If the Customer is a company or a commercial business; Trade Registry record, signature circular showing the authorized persons.

3.2.2. If the Customer is a natural person; Authorized Dealer shall check the validity of its national identification document and record the identification number.

3.2.3. If the Customer is applying through a representative; notarized power of attorney or certificate of authority..

3.2.4. Customer's or ConnecTruck Customer Representative's information such as cell phone number, e-mail address etc. and the acknowledgement of the ConnecTruck Customer Representative's authority by the Customer ("**Letter Of Credence**") in order to activate the ConnecTruck Customer Applications.

3.3. Customer represents, accepts and undertakes (i) the documents listed under the Article 3.3 of this Customer GTC are delivered to Ford Otosan and/or Authorized Dealer by (ii) that the System shall be opened to use after the duly signing or digital confirmation of this Customer GTC by the Customer and its transmission to Ford Otosan by the Authorized Dealer or through the System and (iii) the content, accuracy and currency of all information and document presented to Ford Otosan.

3.4. Customer accepts and declares that this Customer GTC shall be bounding and applicable to all Vehicles the Customer has and to the all Vehicles the Customer will have that are technically suitable to the System by the Customer in accordance with the rules herein.

3.5. Customer accepts and declares that the Services constitute a separate offer from the sale of the Vehicle, that the use of Services is up to its own discretion and that it has been informed on this before buying the Vehicle, that it has to sign or digitally confirm this Customer GTC in order to benefit from the Services even though it has signed the Vehicle sale agreement, that

in the event of an inconsistency between the sale agreement and this Customer GTC, provisions of this Customer GTC shall prevail.

3.6. Customer knows and accepts that it may only use the System within the scope stated under this Customer GTC and with lawful purposes, that it shall be fully responsible to Ford Otosan Parties for the actions possibly posing risks realized by third parties authorized for the use of the System and/or the Vehicle (regardless of the nature of the legal relationship) or to whom it has sold or rented the Vehicle and for the violations of the Customer GTC .

3.7. Customer accepts, declares and undertakes that it shall comply with the law, regulations, instructions and rules set out by Ford Otosan while benefiting from the Services, that it shall be solely liable for the tracking and control of the Vehicle, for the use of Vehicle which violates this Customer GTC and/or any law or incompatible with the documentation relevant to the System and for all kinds of legal, financial, criminal sanctions resulting from this use, for any interference to the program setup of the Vehicle and/or Module, for any damage resulting from using GSM and/or GPS in unsuitable and risky environments.

3.8. Customer accepts and declares that links shall be sent to the cell phone and/or e-mail address given to Ford Otosan for the use of the ConnecTruck Customer Applications in order to download/access to the ConnecTruck Customer Applications, that Ford Otosan shall not be liable for the malfunctions resulting from incorrect or incomplete cell phone number and/or e-mail address etc., that it shall define a password on the ConnecTruck Customer Applications downloaded/accessed by clicking on the link, that a verification code shall be sent to the cell phone number/e-mail address given to Ford Otosan, that it shall be personally liable for the security of such information, that it must accept the ConnecTruck Customer Application General Terms and Conditions and that it shall be bound by the provisions of the ConnecTruck Customer Applications General Terms and Conditions and of this Customer GTC during the period of use.

3.9. Customer or ConnecTruck Customer Representative shall only allow third parties to use the ConnecTruck Customer Applications with an authorization to be made via the ConnecTruck Customer Applications. Customer accepts that Ford Otosan shall not be liable for damages resulting from the use by third parties in violation of this Customer GTC or from wrongful authorization etc.

3.10. Customer accepts that Ford Otosan shall have the right to make updates or amendments on the Services, System, this Customer GTC and its annexes, that the latest version of the text shall be published on www.fordtrucks.com.tr/en/connectruck-general-terms-and-conditions and sent to its contact addresses electronically after an update or amendment to be made on this Customer GTC or its annexes, and that if the Customer continues to benefit from the Services for 3 months from this notification then it shall be considered that the Customer, fully and without reservation, accepts the amendments made on the Customer GTC.

3.11. Customer accepts, declares and undertakes that the Services may be interrupted fully or partly, temporarily or permanently in the event of, including but not limited to, force majeure, technical malfunctions or maintenance and repair activities on the infrastructure of GSM and/or GPS services, cuts and restrictions or permanent or temporary interruptions realized by official authorities, disruption of mobile communication and similar cases, where Ford Otosan has no control or responsibility over, that it shall not make any claim to Ford Otosan for this reason.

3.12. Customer accepts that Ford Otosan Parties shall not be liable for malfunctions occurred on the System in the event of a wrongful or incomplete interference to the System and/or Module apart from the ones made by Ford Otosan and/or Authorized Services.

3.13. Customer accepts and declares that it shall notify all problems and matters posing risks with relation to the Services to Ford Otosan immediately by following this communication channel, updated by Ford Otosan from time to time: www.fordtrucks.com.tr/en/find-dealer

3.14. Customer accepts, declares and undertakes that it shall allow the examination of the Vehicle and Module by the Authorized Service where deemed necessary by Ford Otosan and that it shall conduct necessary activities for the said examination.

3.15. Customer accepts, declares and undertakes that the GSM Operator, subject to the cooperation for providing Services, shall be designated by Ford Otosan, that it has no contractual relationship with the Operator, that it is not the beneficiary or holder of right of the existing and/or future agreements between Ford Otosan and the Operator, that the Operator has no obligation over the Customer whatsoever, that the sim card owned by the Operator shall be only given as a loan only in order to be used for the purposes set out under this Customer GTC, that this SIM card cannot be changed or requested to be changed by the Customer, otherwise that Ford Otosan shall have the right to cease the Services without any notice. Since the System provides the communication through Operator network, Customer accepts that the malfunctions relating to the communication shall not be considered as fault or violation within the scope of this Customer GTC and providing Services and therefore that there shall be no liability for Ford Otosan.

3.16. Customer accepts, declares and undertakes that in the event that it sells, transfers or rents the Vehicle or concludes any act resulting in a similar outcome as the transfer of ownership of the Vehicle or put the Vehicle into use of third parties, it shall immediately notify the third party on the provisions and obligations under this Customer GTC and that, in the event of a violation of this obligation, Ford Otosan shall have the right to cease the Services.

3.17. Customer accepts and undertakes that it shall cease its connection to the System and to the ConnecTruck Customer Applications when it sells or permanently transfers the Vehicle to a third party and shall notify Ford Otosan, that the ConnecTruck Customer Representative and other persons authorized for the use of the ConnecTruck Customer Applications shall cease their use of Services, otherwise that it shall be solely liable for the damages and shall compensate the damages suffered by Ford Otosan.

3.18. Customer accepts and declares that Ford Otosan shall have the right to cease the Services without prior notice where Ford Otosan has reasonable grounds on believing that the Vehicle is being operated by someone besides the Customer, that its ownership has been transferred or the Vehicle is being operated in violation of this Customer GTC.

3.19. Customer accepts, declares and undertakes that it shall not copy, duplicate, publically broadcast, amend or interfere with, reserve engineer the software, maps and hardware presented to itself; that all intellectual and industrial property rights are belonging exclusively to Ford Otosan or licensor; that it shall refrain from actions resulting in the hindering, stopping, disturbing, damaging or changing the functioning of the System.

3.20. Customer accepts that its information and documents may be given to authorized persons, institutions and organizations by Ford Otosan in the event of a demand of these information and documents by competent institutions and organizations and legal authorities, and that the location of the Vehicle may be determined via GPS and information may be given to legal authorities when requested by competent authorities.

3.21. Customer accepts that Ford Otosan shall have the right to make updates and changes from time to time on the Services and the System for their improvements, under consideration of the legitimate interests of the User. Ford Otosan will make aware of the Customer such updates and changes.

3.22. Customer accepts that, in the event that Ford Otosan determines or has a rightful doubt that the information and documents provided by the Customer under this Customer GTC are wrong or fake, or that the Customer GTC was signed with malicious intentions or being violated, the Services may be ceased by Ford Otosan until proved otherwise by the Customer.

3.23. Customer accepts, ensures, declares and undertakes that its managers, employees and any associates using the System will use the System in accordance with the applicable laws, in particular that the collection and processing of its managers', employee's and associates' personal data under the System is compliant to and justified by the applicable data protection law and any required consents, agreements, instructions and other measures are in place and valid. . In the event that Ford Otosan requires any documentation, evidence or information that the Customer's processing of personal data is justified and compliant, the Customer will immediately provide them with Ford Otosan upon request.. The Appendix provides for a proposal of a consent declaration to be used vis-à-vis individuals.The Customer hereby consents Ford Otosan to sign contracts with the managers, employees and other associates of the Customer, who are nominated by the Customer to utilize the ConnecTruck Customer Applications, in particular relating to services that are in the own interest of such employees.

3.24. The Customer ensures that all users who use the ConnecTruck Customer Applications within the contract between Ford Otosan and the Customer comply with the provisions of this Customer GTC to the extent legally permissible.

4. EXPLANATION OF THE SERVICE

4.1. Services provided to the Customer within the scope of this Customer GTC by Ford Otosan are defined under ANNEX-1. Said Services involve steps of collection of data from the Vehicle via the Module, providing Services through the System and ConnecTruck Customer Applications in accordance with the ConnecTruck Customer Applications General Terms and Conditions to the Customer.

4.2. In the future, Ford Otosan may provide additional services not included in this Customer GTC and/or value-added packages ("Additional Services") within the scope of the System to the Customers via the Vehicle and/or the ConnecTruck Customer Applications. Customer accepts that, in the event that the Customer wishes to benefit from said Additional Services, additional fees may be demanded, that a price list shall be published to the Customer by Ford Otosan for Additional Services, that Ford Otosan shall have the right to amend the price list by its own after 10 (ten) days after notifying the Customer and that such notification may be delivered in hand, electronically or by standard mail.

4.3. Customer accepts, declares and undertakes that within the scope of the Customer GTC and the Services, its personal data, personal data of third parties using the Vehicle and Vehicle's data shall be collected through the System (Module, tachograph, GPS etc.) and the ConnecTruck Customer Applications, that the said data shall be processed with the relevant purposes through communication network, transmitted to cloud-based-applications, may be stored, shared with Ford Otosan Parties, Authorized Service, Authorized Dealer and third parties in accordance with the said purposes and according to the applicable data protection laws. Customer declares, accepts and undertakes that it has read the Information Notice located at ANNEX-2 with respect to personal data being processed and its rights. Customer is obliged to inform third parties, who have been authorized to use the Vehicle and the ConnecTruck Customer Applications, about the fact that their personal data may be collected in accordance with the provisions of this article and Turkish Law on the Protection of Personal Data as well as other applicable data protection laws (such as GDPR) and to obtain their legal

consent if necessary. Customer shall be solely liable for the damages resulting from the violation of this obligation.

4.4. Customer accepts that additional data related to the Vehicle and the use of the System may be collected by Ford Otosan via the System with regard to the Additional Services, enhancing services and improvement of Vehicle experience in accordance with the applicable data protection law.

4.5. In the event that local regulations of the country where the Vehicle is located within its borders limit the performance of the Services subject to the Customer GTC, Customer accepts that it may not benefit from the relevant service and that Ford Otosan Parties shall have no liability in any way.

4.6. Customer accepts that there are possibilities of limitation of the scope of the Services by Ford Otosan with regard to the conditions of the relevant country and determining a maximum quota for the use of data abroad and/or limitation and/or cease of the Services during the use of Vehicle outside the borders of [Related Local Country].

5. TERM OF THE CUSTOMER GTC

5.1. This Customer GTC shall enter into force at the date of signature by the Customer and shall remain in force for an indefinite period.

5.2. First period of the Services is 2 (two) years and unless the Customer notifies 1 (one) month prior to the end of this period, the Service period shall be considered renewed for 1 (one) year in case the requirements set out under the Article 5.3 are met.

5.3. Customer accepts that, in the event of a renewal of the terms of Services under the Article 5.2, it shall pay the amount set out under the updated price list published by Ford Otosan with regard to Services, and that in case these amounts are not paid then Ford Otosan shall have the right to cease the Services.

6. CEASE OF THE SERVICES

6.1. Customer accepts that Services may be ceased by Ford Otosan without any liability or additional notice in cases including but not limited to the following:

6.1.1. Where the Customer does not pay the Fees on time,

6.1.2. Where the Customer uses the System in violation of the Customer GTC,

6.1.3. Where the Customer violates any of its obligations under this Customer GTC,

6.1.4. Where the Customer acts in violation of Turkish Law on Personal Data Protection or any other applicable data protection laws (such as GDPR),

6.1.5. Where the Customer does not notify in time in case it transfers the ownership of the Vehicle or conducts a transaction causing a consequence similar to the transfer of ownership,

6.1.6. Where there is an interference to the System by third parties,

6.1.7. Where Ford Otosan cease to provide Services for any reason,

6.1.8. Where the Customer transfers the Customer GTC to third parties,

6.1.9. In other cases stated in the Customer GTC.

Customer accepts that its access to the Services shall be interrupted when the Customer informs Ford Otosan on the fact that it does not wish to benefit from the Services for any reason, no fee shall be refunded in such case, and that in the event of a cease of the Services by Ford Otosan without a valid reason in the renewed Services period, the corresponding part of the amount to the rest of the relevant Service period, excluding the mobile service fee amounts paid to the Operator, shall be only refunded if requested.

7. NON-TRANSFER OF RIGHTS AND POWERS UNDER THE CUSTOMER GTC

Customer accepts, declares and undertakes that it may not assign or transfer the Customer GTC nor its rights and obligations resulting from this Customer GTC to any third parties, including affiliates, without the express prior written consent of Ford Otosan.

8. FORCE MAJEURE

In cases considered as force majeure, Ford Otosan shall not be held liable for late or incomplete fulfilling or not fulfilling any of its obligations set out under this Customer GTC.

9. MISCELLANEOUS PROVISIONS

9.1. No failure or delay in exercising any right under this Customer GTC shall operate as a waiver of that right. Only written waivers with the signature of the authorized representative of the relevant person shall be considered as valid.

9.2. In case any non-essential provision of this Customer GTC is deemed fully or partly invalid, this shall not affect the validity of the remaining terms.

9.3. For the disputes arising within the scope of this Customer GTC, Ford Otosan's records (including record kept on electronic media) shall be deemed as evidence according to the Article 193 of Civil Procedural Law.

9.4. The relationships of the parties are governed by the law of the Republic of Turkey.

9.5. For the disputes arising from this Customer GTC, Istanbul Anatolian Courthouse Courts and Execution Offices shall be authorized.

9.6. The Customer agrees to both this Customer GTC and the Customer GTC in applicable local language to the related country.. In the event of discrepancy between the English and the **local language version**, the English text shall prevail.

10. ANNEXES TO THE CUSTOMER GTC

Annexes are an integral part of this Customer GTC and shall have its effect and meaning with this Customer GTC. In case of any conflict between the provisions of this Customer GTC and the annexes, unless stated otherwise, provisions of the Customer GTC shall prevail.

ANNEX 1: Services, ConnecTruck Customer Applications

ANNEX 2: Privacy Policy on the Processing of Personal Data Within the Scope of the ConnecTruck System

Appendix: Proposal of a Consent Declaration to be Used vis-à-vis Individual Users

This Customer GTC consists of 10 (ten) articles executed as 1 (one) original copy or digitally confirmed and entered into force as of the day of signature or digital confirmation of the Customer. The original copy shall be kept by Ford Otosan.

ANNEX 1: Services and ConnecTruck Customer Applications

The following services shall be provided in the Vehicles under ConnecTruck:

- Prudent speed control (MaxCruise)
- Determination of the error codes of the some modules in the Vehicles by means of remote controlled identification
- Updating the software of some modules in the Vehicles by remote control

- Display of the driving support and driving evaluation information when it is activated by the user in accordance with their choices
- Storing the Vehicle information and analyzing when needed

The following services shall be provided via ConnectTruck (ConnectTruck Customer Applications):

- Instant display of the Vehicle data determined by Ford Trucks where the right to change, add or remove the data is reserved by Ford Trucks.
- PDF export of the Vehicle data determined by Ford Trucks where the right to change, add or remove the data is reserved by Ford Trucks.
- Display of the Vehicles on the map by means of map services.
- Display of user location on the map by means of map services.
- Remote control of the functions determined by Ford Trucks where the right to change, add or remove the data is reserved by Ford Trucks.
- Display of the 1-month location history of the Vehicles.
- Remote tachograph data download and display of the driving times of drivers.
- Direct share of Vehicle data determined by Ford Trucks where the right to change, add or remove the data is reserved by Ford Trucks.

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