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.
Base Service Period: The period of ConnecTruck Services provided to the Customer, starting from the vehicle sale date and continuing for the duration determined by Ford Otosan, without any additional charge to the Customer.
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.
ConnecTruck Package: "ConnecTruck Package" means the subscription package purchased by the Customer for the continued use of ConnecTruck Services following the expiry of the Vehicle Warranty Period. The package may be offered for different subscription terms, including monthly and annual periods, as determined by Ford Otosan from time to time.

Vehicle Warranty Period: Vehicle Warranty Period means the applicable base warranty period and/or any valid extended warranty period of the Vehicle accepted by Ford Otosan.

Subscription Start Date:

(i) for Vehicles whose Warranty Period has expired before the purchase of a ConnecTruck Package, the invoice date of the relevant ConnecTruck Package; and

(ii) for Vehicles purchasing a ConnecTruck Package in advance before expiry of the Warranty Period, the day immediately following the expiry of the Vehicle Warranty Period unless otherwise expressly stated by Ford Otosan.

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 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 agrees that the Services under this Customer GTC shall be effective for the Vehicles the Customer has upon the confirmation of this Customer GTC and the Customer retains the right to cease the Services at its discretion under this Customer GTC.

3.6. Customer accepts and declares that tleethe 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.

3.7. 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 .

3.8. 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.

3.9. 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.

3.10. 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. 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 https://www.fordtrucks.com.tr/en/connectruck-web-portal-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, the Vehicle is located outside GSM coverage, satellite positioning signals are unavailable, connectivity settings are disabled, the Module, TCU or associated hardware malfunctions, services of the Operator are interrupted, local laws or regulatory requirements restrict communications or data transmission, 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, publicly 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 the Customer aware of 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-á-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.

3.25. Customers may remotely lock the ConnecTruck System settings. This arrangement is intended to prevent the interruption of data transmission from the Vehicle without the knowledge of the Customer, by enabling the remote control (locking and unlocking)

of the connectivity setting's on/off function. Customer may activate changing the ConnecTruck System settings from the System. All responsibility for the use of this feature shall rest solely with the Customer.

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].

4.7. Customer acknowledges that the availability of certain Services may depend on an active ConnecTruck Package following the expiry of the Vehicle Warranty Period. Ford Otosan may

restrict, suspend or deactivate access to the Services where no active ConnecTruck Package exists.

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. The Services shall be made available to the Customer throughout the Base Service Period or the applicable ConnectTruck Package period.

5.3. Customer accepts that 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.

5.4. The Customer may purchase monthly, annual or other subscription terms at the end of the Base Service Period offered by Ford Otosan from time to time. The applicable subscription period shall commence on the Subscription Start Date and expire automatically at the end of the purchased subscription term.

5.5. The ConnecTruck Package shall terminate automatically upon the expiration of the applicable subscription term without further notice.

5.6. The ConnectTruck Package may be purchased after the expiry of the Vehicle Warranty Period through Authorized Dealers or other sales channels designated by Ford Otosan. Ford Otosan reserves the right to conduct a technical inspection in order to assess a Vehicle's eligibility for the ConnectTruck Package and to reject any activation request if it determines that the Vehicle is not suitable for the provision of the Services due to technical, operational, or regulatory reasons.

5.7. Upon the expiry of the ConnectTruck Package purchased by the Customer, the package shall not be automatically renewed. Unless otherwise expressly stated by Ford Otosan, the Customer shall be required to purchase a new ConnectTruck Package in order to continue receiving 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. Where the Customer does not have a valid ConnectTruck Package in effect, or where the ConnectTruck Package has expired,
6.1.10. 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.

Subscription fees paid for a ConnecTruck Package are non-refundable. No refund, credit or partial reimbursement shall be provided where the Customer requests cancellation or ceases to use the Services before the end of the applicable subscription period.

7. PRICING

The pricing, scope, and term of the ConnectTruck Packages shall be determined by Ford Otosan and communicated through the relevant sales channels.

Ford Otosan reserves the right, subject to any mandatory legal requirements, to amend the pricing and scope of any future ConnectTruck Packages at its sole discretion.

8. 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.

9. 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.

10. MISCELLANEOUS PROVISIONS

10.1. 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.
10.2. 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.
10.3. 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.

10.4. Ford Otosan accepts no liability in relation to the Services, except for the exceptions set out in this clause. Ford Otosan is not liable for any Services provided to you by a third party under a separate agreement. Ford Otosan also maintains the right to modify the application as it wishes. Except as set out elsewhere in this Customer GTC, Ford Otosan will not be liable for any unavailability or modification of any part of the application or any Service provided by Ford Otosan. Nothing in this Customer GTC will limit Ford Otosan's liability in respect of the following:

i. Death or personal injury caused by Ford Otosan's gross negligence or willful misconduct;
ii. Fraud or fraudulent misrepresentation;
iii. Any other liability that cannot be excluded or limited by applicable law.

10.5. The relationships of the parties are governed by the law of the Republic of Turkey.
10.6. For the disputes arising from this Customer GTC, Istanbul Anatolian Courthouse Courts and Execution Offices shall be authorized.
10.7. 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.

11. 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
Annex 3: Terms and Conditions Regarding Use of Data As Per Regulation (EU) 2023/2854

Appendix: Proposal of a Consent Declaration to be Used vis-á-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 ConnecTruck (ConnecTruck 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.

ANNEX 3:

Terms and Conditions Regarding Use of Data As Per Regulation (EU) 2023/2854

This Terms and Conditions Regarding Use of Data As Per Regulation (EU) 2023/2854 ("Data Act Clauses, Contract or Annex 3") aims to determine roles, responsibilities, and obligations under Regulation (EU) 2023/2854 ("Data Act") as Ford Otosan ("Data Holder") and as the Customer ("User") in a mutual way contractually.

1. Definitions

1.1. **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.

1.2. **ConnecTruck System (System) Data:** System data which contains Personal Data that Ford Otosan lawfully obtains from Ford Trucks without disproportionate effort going beyond a simple operation via a GSM sim card embedded to the Module.

1.3. **CAPI:** A platform that provides Connected Vehicle Data, collected through ConnecTruck, via an application designated by Ford Otosan, in a standardized, secure, fast, and easily integrable manner. The primary purpose of the System is to retrieve data from various types of vehicles (trucks, passenger cars, commercial vehicles) from source systems and make it securely accessible to Users via API and gRPC.

1.4. **Data Holder:** Ford Otomotiv Sanayi Anonim Şirketi, (Ford Otosan), 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.

1.5. **User:** Customer.

1.6. **Agreement:** Connectruck General Terms And Conditions

1.7. **Union:** European Union

2. Product

2.1. This Annex 3 is made with regard to:

a. the following connected product(s) (the 'Product'): Ford Trucks[1] with activated ConnecTruck System; whole system consisting of software and hardware allowing the receiving of different data related to the Vehicle (Ford Trucks vehicle owned by the Requesting User subject to the Services defined below via the Module[2] situated in the hardware) and transmitting them to the vehicle manufacturer in order to provide Services to the Customers via a Global System for Mobile Communications (GSM) sim card in the Ford Trucks embedded to the Module during the manufacturing.

2.2. The User declares that they are either the owner of the Product under the Customer GTC and/or contractually entitled to use the Product under the Customer GTC.

3. Data covered by this Annex 3

3.1. The data covered by this Annex 3, ConnecTruck System (System) Data (the 'Data') consist of any readily available Product Data within the meaning of the Data Act.

3.2. The Data consist of the Data listed in Appendix 1, with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

3.3. If, during this contract, new data are made available to the User, Appendix 1 will be amended accordingly.

4. Data use and sharing by the Data Holder

4.1. Agreed use of non-personal Data by the Data Holder

4.1.1. The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the User as follows:

(a) performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);

(b) providing support, warranty, guarantee or similar services or to assess User's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product;

(c) monitoring and maintaining the functioning, safety and security of the Product and ensuring quality control;

(d) improving the functioning of any product or related service offered by the Data Holder;

(e) developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);

(f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific

[1] **Ford Trucks**: Large goods (commercial) vehicles having the Module manufactured and provided by Data Holder under the "Ford Otosan" brand.

[2] **Module**: The Module and software, which provides collection of data and transfer of this data to the servers of the Data Holder Data Holder through the GSM sim card and Global Positioning System (GPS) embedded inside, owned by Data Holder and installed by Data Holder to the Vehicle at the stage of manufacturing of Vehicles.

data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.

4.1.2. The Data Holder undertakes not to use the Data:

(a) to derive insights about the economic situation, assets and production methods of the User, or about the use of the Product or Related Service by the User in any other manner that could undermine the commercial position of the User on the markets in which the User is active.

4.1.3. None of the Data uses agreed to under clause 3.1.1 may be interpreted as including such Data use, and the Data Holder undertakes to ensure, by appropriate organisational and technical means, that no third party, within or outside the Data Holder's organisation, engages in such Data use.

4.2. Sharing of non-personal data with third parties and use of processing services

4.2.1. The Data Holder may share with third parties the Data [as specified in Appendix 3] and which is non-personal data, if:

(a) the Data is used by the third party exclusively for the following purposes:

a. assisting the Data Holder in achieving the purposes permitted under clause 4.1.1;

b. achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 4.1.1;

c.

(b) the Data Holder contractually binds the third party:

a. not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous clause 4.2.1 (a); ii) to comply with clause 4.1.2; iii) to apply the protective measures required under clause 4.4.1; and

b. not to share these Data further unless the User grants general or specific agreement for such further transfer, or unless such Data sharing is required, in the interest of the User, to fulfil this Contract or any contract between the third party and the User

4.2.2. The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under clause 4.1. The third parties may also use such services to achieve the agreed purposes under clause 4.2.1 (a).

4.3. Use and Sharing of Personal Data by the Data Holder

4.3.1. The Data Holder may use, share with third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).

4.4. Protection measures taken by the Data Holder

4.4.1. The Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the User as a result of Data loss or disclosure of Data to unauthorised third parties and the costs associated with the protective measures. [

4.4.2. The Data Holder may also apply other appropriate technical protection measures to prevent unauthorised access to Data and to ensure compliance with this contract.

4.4.3. The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

5. Data access by the User upon request

5.1. Obligation to make data available

5.1.1. The Data, together with the relevant metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf. The request can be made by following the procedure described in Appendix 2.

5.1.2. The Data Holder shall make the Data which is personal data available to the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

5.1.3. In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU)2002/58) upon which the making available of personal data is requested.

5.2. Data characteristics and access arrangements

5.2.1. The Data Holder must make the Data available to the User, free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format as well as the relevant metadata necessary to interpret and use those Data. The Data Holder must specify the Data characteristics and inform the User of these specifications in Appendix 1.

5.2.2. The Data Holder and User may use the services of a third party (including a third-party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under clause 4.1 of this contract. Such third party will not be considered a Data Recipient under the Data Act, unless they process the Data for its own business purposes. The party requiring the use of such a third party must notify the other party in advance.

5.2.3. The User must receive access to the Data:

(a) easily and securely by the Data being transmitted

(b) (if applicable) (b) without undue delay after the Data becomes available to the Data Holder; and

5.2.4. (if applicable) (c) continuously and in real-time The Data Holder must specify these access arrangements and inform the User of these specifications in Appendix 1.

5.2.5. The Data Holder must provide to the User, at no additional cost, the means and information strictly necessary for accessing the Data in accordance with article 4 of the Data Act. This includes, in particular, the provision of information readily available to the Data Holder regarding the origin of the Data and any rights which third parties might have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679 (GDPR), or facts that may give rise to such rights. In order to meet these requirements, the Parties agree on the specifications set out in Appendix 1, which forms an integral part of this Contract.

5.3. Feedback loops

5.3.1. If the User identifies an incident related to clause 2 on the Data covered by the Contract, to the requirements of clauses 4.2.1 or 4.2.3 or of Appendix 1 on the Data quality and access arrangements and if the User notifies the Data Holder with a detailed description of the incident, the Data Holder and the User must cooperate in good faith to identify

the reason of the incident. If the incident was caused by a failure of the Data Holder to comply with their obligations, they must remedy the breach within a reasonable period of time [If the Data Holder does not do so, it is considered as a fundamental breach and the User may invoke clause 12 of this contract (remedies for non-performance). If the User considers their access right under Article 4 (1) of the Data Act to be infringed, the User is also entitled to lodge a complaint with the competent authority, designated in accordance with Article 37(5), point (b) of the Data Act.

5.4. Unilateral changes by the Data Holder

5.4.1. The Data Holder may, in good faith, unilaterally change the specifications of the Data or the access arrangements stated in Appendix 1, if this is objectively justified by the general conduct of business of the Data Holder– for example by a technical modification due to an immediate security vulnerability in the line of the products or related services or a change in the Data Holder's infrastructure.

5.4.2. The Data Holder must in this case give notice of the change to the User within 1 day after deciding on the change. Where the change may negatively affect Data access and use by the User more than just to a small extent, the Data Holder must give notice to the User at least 3 days before the change takes effect.

5.4.3. A shorter notice period may only suffice where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

5.5. Information on the User's access

5.5.1. The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:

(a) the sound execution of (i) the User's access request and (ii) this contract;

(b) the security and maintenance of the data infrastructure; and

(c) compliance with legal obligations on the Data Holder to keep such information.

6. Data use by the User

6.1. Permissible use and sharing of data

6.1.1. The User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or share the Data freely subject to the limitations below.

6.2. Unauthorised use and sharing of data

6.2.1. The User undertakes not to engage in the following:

(a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;

(b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;

(c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;

(d) share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;

(e) use the Data they receive for any purposes that infringe EU law or applicable national law.

7 Data sharing upon the User's request with a Data Recipient

7.1 Making Data available to a Data Recipient

7.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf. The request can be made using the form specified in **Appendix 3**,.

7.1.2 The Data Holder shall make the Data which is personal data available to a third party following a request of the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU)2002/58) upon which the making available of personal data is requested.

7.1.3 The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.

7.1.4 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Chapter III and Chapter IV of the Data Act.

7.1.5 The User acknowledges that a request under clause 7.1 cannot benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products, substances or processes that are not yet placed on the market.

8. Transfer of use and multiple users

8.1. Transfer of use

8.1.1. Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent natural or legal person and loses the status of a user after the transfer to a subsequent user, the User mustpromptly notify the Data Holder of the transfer. In this case, the Data Holder shall act in accordance with the Article 3.18. of the Agreement.

8.1.2. Liability of the Initial User

If the User's failure to comply with their obligations under clauses 10.1.1 leads to a loss, damage, administrative fine or any claim from the Data Holdernthe User will indemnify the Data Holder and hold them harmless in respect of any claims by the

Subsequent or Additional User towards the Data Holder for the use of the Data after the transfer.

9. Date of application and duration of the Contract and Termination

9.1 Date of application and duration

9.1.1 This Contract [takes immediate effect] [e

9.1.2 The Contract is concluded for unspecified time

10.2 Termination

Irrespective of the contract period agreed under clause 10.1, this contract terminates:

(a) upon the termination of the Agreement,

(b) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or

(c) upon the Data Holder comes aware of the User losing ownership of the Product or when the User's rights with regard to the Product under a rental, lease or similar agreement or the user's rights with regard to the related service come to an end; or

(d) when both Parties so agree, with or without replacing this contract by a new contract.

10.3 Effects of expiry and termination

10.3.1 Expiry of the contract period or termination of this Contract releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination.

Expiry or termination does not affect any provision in this contract which is to operate even after the contract has come to an end, in particular clause 11.1 on confidentiality, clause 12 on applicable law and dispute resolution, which remain in full force and effect.

10.3.2 The termination or expiry of the Contract will have the following effects:

(a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;

(b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this Contract.13 General Provision.

11. For any matters not regulated in this Conctract, the provisions set forth in the Agreement shall apply.

12. Applicable law

This Contract is governed by the law of the governing law specified in the clause 9.5 of the Agreement.

Each Party shall use its best efforts to resolve amicably any disputes arising in connection with this Annex 3. Prior to initiating any legal proceedings before a court or tribunal, the Parties shall endeavor to submit such disputes to a dispute settlement body located in a Member State of the European Union that meets the requirements set forth in Article 10 of the Data Act.

The submission of a dispute to such a dispute settlement body shall not prejudice the right of either Party to lodge a complaint with the competent national authority designated pursuant to Article 37 of the Data Act, nor shall it affect the right of either Party to seek an effective remedy before a court or tribunal in a Member State of the European Union.

13. Liability

Data Holder accepts no liability in relation to the use of Data by the User by the Data Recipient or any other third party that receives Data. Data Holder is not liable for any services provided to you by a third party under a separate agreement regarding the use of the Data. Data Holder accepts no liability regarding its actions in accordance with the clause 5.4.1.

Appendix 1: Details of the data covered by this Contract and of access arrangements

A. Specification of data points

The volume of data generated varies with the limitation of 1 GB.

Some data can be generated and delivered in real-time and continuously. Data collection frequency varies from every few seconds to event-based, such as at key on and key off.

B. Duration of retention

The retention period is 10 years.

C. Data classification

This Annex 3 shall apply to raw and pre-processed data generated on or after 12 September 2025 through the use of Products, and which are readily accessible to the Data Holder. Such Data may comprise both personal and non-personal data.

With respect to any Data that qualifies as personal data, the provisions of Annex 2 shall remain applicable. In the event of any inconsistency or conflict between this Annex 3 and the Annex 2, the Annex 2 shall prevail solely in relation to the processing of personal data.

D. Data structure and format

The Data shall be made available in a structured, commonly used, and machine-readable format, via RESTful API and gRPC services, using JSON and Protobuf formats.

E. Access policy

In the event that the individual sells or transfers the vehicle, or ceases employment with the relevant company, they shall be expected to terminate their membership.

Alternatively, the new owner of the vehicle shall be expected to notify the Authorized Dealer or the service accordingly.

F. Transfer/Access Medium

Through the ConnecTruck and CAPI platforms, the Data Holder may make the Data available to the User, either by transfer or by access, using secure and convenient methods provided herein.

G. Means and information necessary for the exercise of the User's access rights

Under this section, the tools required for the User to exercise their data access rights are provided through the ConnecTruck and CAPI platforms.

Through these platforms, the User may access their data, submit data transfer requests, or report any technical issues related to access.

Persons responsible for resolving technical issues:
Customers may submit support requests directly via the call center or, if preferred, through an authorized dealer.

Appendix 2 : Details on accessing data

Users log in to the Web Portal, click on the Data Sharing Service screen, and select the **Request Data Sharing** button. On the screen that opens, they click the **Register** button and are redirected to the https://capi.ford.com.tr/ After completing the registration process there, they return to the ConnecTruck Web Portal page. Then, they fill out the Data Sharing Form, accept the necessary legal texts, and become ready for data sharing.

Third-Party Company (When the user wants to transfer vehicle data to a third-party company)

Users log in to the Web Portal, click on the **Data Sharing Preferences Screen**, and select the third-party company from which they want to receive services. They then fill in their contact information, and the request is forwarded to the relevant company. Once the company completes its own processes, a package sharing request for the customer's relevant vehicles is sent to CAPI .

At this stage, the customer receives a notification via **email, SMS, and/or ConnecTruck applications** stating, *"A request for data sharing permission has been sent."* If the customer approves, the data sharing process with the relevant company is initiated.

Appendix 3: Details on sharing data with third parties

Users log in to the Web Portal, click on the **Data Sharing Preferences Screen**, and select one of the Data Holder approved third party data recipients ("**Third Party Data Recipient**") from which they want to share data. Third Party Data Recipient then fill in their contact information, and the request is forwarded to the Third Party Data Recipient. Once the Third Party Data Recipienta package sharing request for the User's selected vehicle Data is sent to CAPI.

At this stage, the User receives a notification via **email, SMS, and/or ConnecTruck applications** stating, *"A request for data sharing permission has been sent."* If the User approves, the data sharing process with the Third Party Data Recipient is initiated.

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Appendix

PROPOSAL OF A CONSENT DECLARATION TO BE USED VIS-À-VIS INDIVIDUAL USERS

CONSENT INTO PROCESSING OF PERSONAL DATA

Regarding my Personal Data being processed in the ConnecTruck System:

I consent [COMPANY NAME] to share my Personal Data collected in accordance with the above mentioned Privacy Policy with Ford Otomotiv Sanayi Anonim Şirketi, Akpınar Mahallesi, Hasan Basri Cad. No:2, 34885 Sancaktepe, İstanbul, Turkey ("Ford Otosan"), its business partners, shareholders, affiliates, legally authorized public institutions and individuals and in particular to Ford Motor Company and Ford Otosan authorized dealers and services within

countries, which have not been subject of an adequacy decision of the EU Commission pursuant to Article 45 GDPR;

- I hereby acknowledge that [COMPANY NAME] and Ford Otosan may still be lawfully permitted to process and/or transfer outside the EU my personal data due to other relevant legal bases in accordance with the Privacy Policy;
- I may withdraw my consent at any time free of charge by providing an email to [CONTACT]. The withdrawal shall not affect the awfulness of processing based on consent before its withdrawal.

Name & Surname :
Date :
Approval :

---o---