GENERAL TERMS AND CONDITIONS
Version updated January 8th 2024

I. DEFINITIONS

autobiz: refers to the company autobiz SAS (4 place des Vosges - 92400 Courbevoie, with a share capital of €274,716, registered at the Nanterre Trade and Companies Register under the number 440238772) and all its Subsidiaries.

autobizOffice: refers to autobiz's commercial suite and includes the following products: autobizMarket, autobizAPI, autobizIframe, autobizClic2Buy, autobizAdscan, autobizClic2Sell, autobizCarcheck, autobizTrade, autobizMystock. These products operate independently yet can be proposed to autobiz Customers either separately or in product groups.

Buyer: refers to any person, or authorised representative of a person, wishing to purchase a used Vehicle via the autobizTrade platform.

Contract: refers to the contractual package made up of these general terms and conditions of sale and the related Order Form(s), which may contain special terms and conditions, or the accepted quotation(s).

Customer: refers to any natural person or legal entity acting in their capacity as a professional, carrying on a commercial activity in the automotive sector, and having taken out Service subscription with the company autobiz.

T&Cs: refers to these general terms and conditions of sale.

Order Form: Refers to any Order placed with autobiz for Services, detailing specifically the conditions of Service subscription conditions, as well as the associated pricing conditions.

Subsidiary(ies): refers to companies in which autobiz owns more than 50% of the capital, in accordance with the provisions of article L233-1 of the French Commercial Code.
Parties: refers jointly to both the Customer who has signed the Contract and autobiz.

Seller: refers to any owner or authorised representative of an owner's used vehicle offered for sale on the autobizTrade platform.

Service(s): refers to all the Services subscribed to by the Customer and provided by autobiz, as defined below.

User: refers to the persons designated by the Customer who have been supplied a personal identifier by autobiz, enabling them to access the Services. Only these Users, previously authorised by the Customer, are authorised to use the autobizOffice Services.

Vehicle(s): refers to a used car which is the purpose of the Services being used.

Website: refers to the office.autobiz.com website.

II. GENERAL

autobiz designs and develops software and Services for automotive professionals. To this end, autobiz provides its Customers and their Users with a platform accessible on the Website.

2.1 T&CS PURPOSE

The purpose of these T&Cs is to define both Parties' rights and obligations in the context of a Service subscription.

2.2 ACCEPTANCE AND MODIFICATION

The Customer has familiarised themselves with all the terms and conditions of Service delivery access, have accepted these T&Cs, and declares prior to subscribing to the present subscription that they have received (i) all the necessary information and all the details they indeed requested concerning Service operation and content, as well as (ii) these T&Cs.

The relationship between the Customer and autobiz is therefore governed by:
- these T&Cs, and
- the Order Form(s) or quotation(s) accepted, as forming the special terms and conditions.

The Customer's signature of the Order Form(s) and/or quotation(s) implies unreserved acceptance of these T&Cs. In accordance with article 1119 of the French Civil Code, in the event of any discrepancy between the T&Cs and the special terms and conditions, the later shall prevail.

The Contract takes precedence over any information contained in commercial documents issued by the Customer. It cancels and replaces all other previous documents relating to the same subject, including previous versions of the T&Cs where applicable.
autobiz reserves the right to modify its T&Cs. The new version of these terms and conditions will be applicable as soon as they are put online, including for the Order Form(s) and/or quotation(s) previously signed by the

Customer. It is consequently the Customer's responsibility to remain informed of any changes to the T&Cs.

2.3.1 Authorised persons

autobizOffice is a Service strictly reserved for Customers and authorised Users only. Any use by an unauthorised person or any unauthorised Service information transmission is strictly forbidden.

2.3.2 Means of access

autobizOffice is accessible without interruption, seven (7) days a week, except in the event of force majeure, breakdown, maintenance, updating or a technical cause that temporarily prevents Service connection. Access implies the installation of an Internet access solution and a browser, allowing Website access. The User must ensure that their computer configuration – and in particular – the Internet access solution, allows them Service reception and consultation.

autobiz cannot be held responsible for security flaws or malfunctions linked either to the User's internet connection, or to the peripherals atached to the computer used. Likewise, autobiz cannot be held responsible for the unavailability of telecommunication and Internet access resources, or for response times associated with Internet use.

2.3.3 Security

A login and password are allocated to each User. These individual usernames and passwords are strictly personal. The User is solely responsible for safeguarding their password confidentiality. For this purpose, the User is invited to change it regularly to ensure account access security. Any operation carried out using one of the identifiers and passwords assigned to a User will be deemed to have been assigned to that User and will be under their responsibility. autobiz is subsequently released from all liability for any disclosure, accidental or otherwise, of the said Customer's or User's identifiers and passwords.

Except in cases where liability is directly atributable to autobiz, it is agreed that:
- autobiz cannot be held responsible for the consequences of identity theft, or the use of the User's access codes by an unauthorised third party.
- in the event of fraudulent use of their account, the User is solely and entirely accountable for any consequences that may arise.

2.4 SERVICE PRICING AND PAYMENT TERMS

2.4.1 Service Pricing

In return for the Service delivery provided by autobiz, the Customer undertakes to pay the amount shown in the Order Form or accepted quotation. For all intents and purposes, it is specified that any amount indicated in the Order Form or accepted quotation is tax exclusive.

In addition, the Customer is informed that Service rates may be revised annually. The revision of the said rates will then be indexed upon the Syntec index. It is specified that the waiver by autobiz to apply the price revisions authorised under the Syntec index does not imply full waiver of the application of this clause.

2.4.2 Payment terms

Payment is made monthly by direct debit. Invoices must be paid within thirty (30) days of the invoice date, without discount.
Any delay in payment will automatically result in the application of a penalty corresponding to one-and-a-half (1.5) times the legal interest rate, as well as the payment of a fixed recovery indemnity set by decree (article L.441-10 and D. 441-5 French Commercial Code), without prejudice to autobiz's right to suspend Service access in accordance with the below provisions.

Any dispute relating to invoicing must be made within two (2) months of the issue date of the said invoice. After this period, no amicable or legal dispute will be accepted.

Invoices are sent electronically to the Customer's e-mail address, which will have been sent in advance by the Customer.

If payment by direct debit is refused, the Customer commits, at the time of signing the Order Form, to pay a security deposit equivalent to three (3) times the monthly amount due, in return for the provided Service delivery. The security deposit shall not bear interest and may not be offset against any sums owed by the Customer, except related to Contract expiry or termination. In this case, the amount of the closing invoice may be offset against the amount of the security deposit, provided that the amounts owed are not disputed by the Customer. After this compensation, if the Customer remains in debt, they will be obliged to pay the balance to autobiz within the stipulated period. If, on the other hand, the security deposit amount is greater than the closing invoice amount, autobiz will refund the balance by cheque or bank transfer within thirty (30) days of the closing invoice date. In the

absence of compensation at the Contract's end, the Customer's security deposit will be returned by cheque or bank transfer within a maximum of ten (10) days from the date on which the Customer has setled all their debts with autobiz.

2.5 DURATION - RENEWAL

The Contract is concluded for an initial term of twelve (12) months.

At the end of this initial term, the Contract is automatically renewed by tacit agreement for successive periods of twelve (12) months.

2.6 CONTRACT SUSPENSION, TERMINATION, AND TERMINATION CONSEQUENCES

2.6.1 Service access suspension

autobiz reserves the right to suspend the concerned Contract or Service execution (i) if there is an urgent need to stop the actions of its Users or Customers. Particularly, due to an infringement, risk of infringement, or an aggravated risk of an infringement regarding the rights or systems of any third parties or those of autobiz, (ii), in the event of criminal proceedings against the Customer due to its use of a Service, (iii) in the event of Service use contrary to these stipulated T&Cs, or finally (iv) in the event of non-payment.

Suspension will take place automatically, without prior formal notice and without the need for any formality other than sending the Customer an e-mail.

At any time during the Contract execution, particularly in the event of a Customer's financial solvency deterioration, autobiz may make its Services subject to pre-payment, the Customer will be subsequently and accordingly informed of any autobiz taken decision, including the setting up of a consumption cap or lodging of a security deposit with autobiz.

If the Customer fails to comply within this period, autobiz may suspend the Contract automatically and without formality or compensation. In this case, all Services will be suspended.

2.6.2 Termination

The Parties may terminate Service subscription by registered leter with recorded delivery, giving one (1) month's prior notice before the expiry of the initial term or before each renewal period.

2.6.3 Termination for negligence

If one of the Parties fails to fulfill its contractual obligations, and this fifteen (15) days after formal notice has remained without effect, the Contract may be terminated as of right, by sending a registered leter with recorded delivery.

2.6.4 Termination consequences

Contract termination before its scheduled end date, for any reason whatsoever, will result in the immediate cessation of the provision of Services and the Customer's obligation to pay the due sums.

2.7 DATA SOURCES AND USE

The databases used by autobizOffice Services are compiled from observations made on Internet sites, individual interviews with professionals, by telephone, conducting postal and electronic surveys of individual users of autobiz sites as well as those of its partners, and information supplied by third-party sources. The databases also contain statistical data calculated using autobiz developed algorithms.

The Customer expressly authorises autobiz to make statistical data sample usage, carried out anonymously, namely their published classified ads on various media outlets (internet, newspapers, etc.) and their Vehicle files for:
- Sales and valuations,
- The purpose of calculating the autobiz rating,
- Providing statistics, algorithms, and R&D content in which to supply autobiz,
- Customer reporting regarding Service usage.

Certain information delivered by autobizOffice results from the interrogation of databases and computer programs of various information providers, including – particularly – TecAlliance, the Association Auxiliaire Automobile (AAA) and Deutsche Automobil Treuhand (DAT). The interrogation and use of this data is subject to certain specific conditions, which may be modified at any given time during the Contract's term.

2.8 TRANSFER AND CESSATION OF ACTIVITY

2.8.1 Transfer of the Contract

In the event of a business transfer, whatsoever the reason, the Contract will automatically be transferred to the transferee.

The transferee will assume responsibility for all rights and obligations arising from the contractual relationship between autobiz and the transferor prior to the transfer, in addition to those arising subsequently.

The transferor or transferee will then be responsible for sending autobiz all supporting documents needed to establish the legality and compliance of the transfer of this Contract. In the event of failure to provide the aforementioned documents or documents that do not comply with the relevant rules and practices, autobiz will be entitled to terminate the Contract for lack of conformity without notice or compensation.

In case of transfer of the Contract by the Client, autobiz reserves the right to terminate the Contract in accordance with Article 2.6.2.

2.8.2   Cessation of activity

In the event that the Client's business ceases, for whatever reason or in whatever form (cessation of business, liquidation, etc.), autobiz will be entitled to terminate this Contract without notice or compensation and regardless of the manner in which autobiz may have been informed, either by the Client himself or by a third party.

However, it is nevertheless specified that the Client will remain liable for payment of any outstanding sums and that any month started will remain due.

2.9   INTELLECTUAL PROPERTY

Subject to full payment of the price, autobiz only grants the Customer a personal, non-exclusive, and non-transferable right to use the Services. This license includes Service use allocation for the Contract's duration.
Service subscription does not confer any property rights to Customers and/or Users.
autobiz remains the owner of all its information, tools, systems, software, documentation, data, databases, brands, know-how and other rights protected by intellectual property – used or not used – in providing Service delivery. Consequently, the descriptions and reproductions appearing on the Website are autobiz's property and may not be reproduced without autobiz's prior and expressed authorisation.

Any reproduction in any form whatsoever, directly or indirectly, of the elements referred to in the previous paragraph, as well as any alteration – even partial – of the trademarks, patents, names, acronyms, logos, colours, graphics or other signs appearing on the elements accessible via the Website and, more

generally, any use or reproduction of these elements other than in the context of the T&Cs execution, is strictly prohibited. Similarly, any Customer extraction of autobiz's databases – made available as part of a Service – is also sternly prohibited. Failure to do so would constitute an offence punishable by the legal provisions in force and would result in immediate Service delivery termination. In this respect, autobiz reserves the right to claim to a Customer, as a penalty clause, a fixed indemnity payment five times superior to the amount paid annually pursuant to the Contract. This penalty payment clause does not release the Customer from its obligations arising out of the Contract.

Unless expressly authorised, the Customer agrees to use the information supplied by autobiz solely for internal use and not to use it, directly or indirectly, for any commercial purpose, whether in return for payment or free of charge. It is expressly forbidden to reproduce, modify, re-broadcast, or market it, in part or in whole, either directly or indirectly, by any means whatsoever. Any unauthorised reproduction, in part or in whole, of the information, data, consultation interfaces, algorithms, texts, and calculation methods, constitutes an act of counterfeiting.

These provisions constitute an essential and determining condition of the Contract's validity. Any non-compliant actions with any provision would allow autobiz to suspend entire Service access and/or terminate this Contract in accordance with article 2.6.3, without prejudice to any damages that autobiz may claim.

2.10   CONFIDENTIALITY

The Parties commit to an obligation of confidentiality with regards to the information contained in the Contract.
More specifically, autobiz undertakes to maintain the confidentiality of the information held under this Contract in relation to third parties. The Customer obliges to keep all information provided by autobiz confidential, and particularly all information concerning autobiz the company, its Services, its manufacturing processes, its business secrets, and its sales methods, and consequently pledges not to divulge this information in any way, in any form, or to any person whatsoever.

These confidentiality obligations shall not apply to information which is lawfully known or possessed by either Party prior to receipt, which is in the public domain or common knowledge, or which is lawfully communicated by a third-party to a Party. Furthermore, it will not apply to information which a third party is not or was not bound by any confidentiality agreement with

the Party, which communicated the information or the disclosure that is necessary to comply with legal obligations, or any injunction or request from the competent administrative or judicial authorities.

This confidentiality undertaking is entered into the Contract's duration and for a period of five (5) years from the date of the Contract's termination, for any reason whatsoever.

Where necessary, it should also be noted that information covered by banking secrecy remains confidential for an unlimited period.

2.11 PERSONAL DATA PROTECTION

For the purposes of this article, the concepts of personal data, processing, data controlling, subprocessing, and transferring of personal data shall be interpreted in accordance with the applicable regulations in force related to personal data protection and privacy, including notably Act No. 78-17 dated the 6th January 1978 on data processing, data files and individual liberties, as amended, and the European Parliament's and Council's General Data Protection Regulation 2016/679 dated the 27th April 2016 (hereinafter referred to as the "Applicable Legislation").

Each Party agrees to comply with the Applicable Legislation.

The following provisions apply to the processing of Personal Data carried out as part of autobiz's Service delivery to the Customer under this Contract.

2.11.1 Personal Data Processing executed by autobiz as Data Controller

autobiz collects the following personal data from Customers and Users:
- Civil status, identity, identification data, images: e.g., title, first name, surname, e-mail address, telephone number, login, etc.
- Connection data: e.g. connection logs, etc.
- Economic and financial data: e.g. bank transfer information (bank details), SEPA direct debit authorisation, etc.
- Location data: e.g. country, postcode, etc.

For the following purposes of processing:
- Service access management.
- Customer care.
- Marketing operations.
- Updating Customer information.
- Statistics.

autobiz is then considered to be the Data Controller within the meaning of the Applicable Legislation, and thus commits to comply with all its obligations as Data Controller in accordance with the Applicable Legislation.

The legal basis on which autobiz bases its processing are:
- Contract execution between autobiz and the Customer.
- autobiz's legitimate interests.

In general terms, the Customer obliges to cooperate with and assist autobiz to enable it to comply with its obligations as Data Controller, with regards to the Applicable Legislation.

2.11.2 Personal data Processing executed by autobiz as Data Processor

The nature of the operations carried out on personal data, the purpose(s) of the processing, the personal data processed, the categories of data subject, the obligations incumbent upon the Customer and autobiz, in their respective capacities as Data Controller and Data Processor when the Customer processes personal data on its behalf and in its name as part of the Services, are detailed in Appendix 1 of these T&Cs.

2.12 RESPONSIBILITY

autobiz undertakes to execute its obligations in accordance with the contractual provisions set out in these T&Cs. autobiz agrees to take all reasonable care to ensure that its Services operate correctly. However, autobiz cannot be held liable if the failure or delay in any of its obligation executions described in these T&Cs is due to force majeure, or an event beyond its control, or is the fault of the Customer or any User.

In the same way, autobiz cannot be held responsible for a fault in the routing of electronic mail via the Internet, malfunctions linked to the use of external software, Users failure to comply with the minimum configurations required to ensure an Internet connection, or modifications or interventions managed by the Users on the software or configurations in place.

The Customer is exclusively responsible, for themselves and for their Users, of:
- The information content, files, and data that they transmit via the Services. The Customer guarantees that they are the owner and/or have all the rights to use them in the context of the Services and will therefore guarantee autobiz against any recourse by third parties. Moreover, and assuming such information, files, and data contravene current legislation

or professional ethics, autobiz reserves the right to delete them and to adopt any necessary measures,

- The content of any information, files, and data transmited by its own clients,
- The use and confidentiality of their access codes, and any unauthorised use not atributable to autobiz,
- The relationship they have with their own clients, as Service use does not create any relationship between autobiz and the Customer's clients.

It is expressly agreed that if autobiz were to be held liable in the Contract's interpretation, execution, or validity, this liability would be limited to compensation for direct damage, capped at the amount of payments made by the Customer in respect to a one (1) year contractual period.

2.13 MISCELLANEOUS

2.13.1 Partial invalidity

The invalidity, unwriten nature, unenforceability, or lack of purpose of any provision or clause of the T&Cs shall not affect the other T&Cs provisions and clauses. The resulting T&Cs shall be interpreted in such a way as to respect – as far as possible – the spirit of the provisions or clauses declared null and void, unwriten, unenforceable, or without object.

2.13.2 Applicable law, mediation, and competent court

This Contract is governed by French law.

In the event of any dispute arising between them, the Parties commit prior to any mediation or litigation, to do their utmost to find an amical setlement.

If no amicable solution can be found however, any disputes of any nature whatsoever which arise in connection with the Contract must, before any legal action is taken, be submited to a mediation process which will be conducted by a mediator chosen by mutual agreement by both Parties. To this end, the most diligent Party wishing to have recourse to mediation process shall inform the other Party by registered leter with recorded mail, proposing the name of a mediator or mediation center. Within fifteen (15) days of receiving this proposal, the other Party will notify its agreement or disagreement. In the event of disagreement about the mediator or mediation center, or in the event of non-reply – within the aforementioned timeframe – the most diligent Party shall apply to the Commercial Court of Nanterre

(France) for the purpose of appointing a mediator. Failing to reach a beter agreement – it is therefore agreed that the costs of mediation will be equally borne by both Parties.

If such mediation shall fail, the Parties will be able to refer the dispute to the Commercial Court of Nanterre (France), which shall consequently have sole jurisdiction for any dispute related to the Contract's validity, interpretation, or execution.

All notifications made in execution of this Contract shall be deemed validly made at the registered office of both Parties.

2.13.3 Guarantee clause

The Customer agrees to indemnify and hold autobiz unaccountable against any claim or demand made by a third party, caused by or resulting from an alleged or judged breach by itself or one of its Users, of any nature whatsoever, of these T&Cs, of a contractual stipulation or of any applicable law.

2.13.4 Commercial references

The Customer expressly authorises autobiz to quote them and, where appropriate, to use the reproduction of their trademarks or logos as commercial references, particularly at events, in its commercial documents, and on its Website, in any form whatsoever, during the period and beyond of Service use, for a period of three (3) years.

The Customer hereby grants autobiz a non-exclusive license to use its trademarks, company name, logo, and commercial name for the purposes of its customers' public referencing.

III. SPECIAL TERMS AND CONDITIONS OF SERVICES

3.1 autobizCarcheck

3.1.1 autobizCarcheck Service Definition

autobizCarcheck is an appraisal tool whose purpose is to digitise the Vehicle's information (characteristics, administrative status, as well as the Vehicle's general condition). Once digitised, the information can then be processed in the Carcheck Service or in other autobizOffice Services.

3.1.2 User process

To access autobizCarcheck features, the User must create a new appraisal.

For this purpose, the User can identify Vehicles in two ways:
- Via the registration number, mileage/kms, and planned Vehicle entry date.
- Via manual Vehicle identification, for which the User must enter several Vehicle characteristics (e.g. number plate, make, model, etc.). The Customer is nevertheless aware that this option may not be available for all countries.

Once the identification has been completed, autobizCarcheck asks the User to fill in a Vehicle appraisal form which includes, amongst other things, the Vehicle's photos, its administrative information, as well as the Vehicle's maintenance and repair history.

In addition, a comment section is made available to the User to enable them to provide further and important information that could have not previously been provided. In this respect, the User is warned that this free comment zone must under no circumstances concern elements other than those relating to the Vehicle submited for appraisal. More generally, the Customer and Users are warned that all fields that can be filled in by said Users, must under no circumstances concern factors other than those relating to the Vehicle that is the subject of the Service. In the event that any information, photos, or comments of any other nature is indicated, autobiz reserves the right to delete them and to adopt any necessary measures in the case that they contravene legislation or professional ethics.

3.2   autobizMarket

3.2.1   autobizMarket Service Definition

autobizMarket is a used Vehicle valuation service for automotive professionals which enables them to consult B2C market prices for used Vehicles as well as considering turnaround times, prices of past transactions, and the state of market stocks. The Service also allows Users to define a trade-in value based on autobizMarket parameters.

3.2   User process

To access the autobizMarket valuation Service, the User must identify the Vehicle they wish to submit for an estimate.

To do this, Users can identify their Vehicle in two ways:

- Via the Vehicle's registration number (if available), mileage/kms, and planned entry date.
- Via the Vehicle's manual identification, for which the User must enter several Vehicle characteristics (e.g. VIN number, make, model, etc.).

Once this identification has been made, the autobizMarket Service displays results indicating Vehicle elements, as well as its market positioning (Vehicle value, information on past sales, estimated rotation, etc.).

3.3   autobizClic2Sell

3.3.1   autobizClic2Sell Service

autobizClic2Sell is a software that enables professionals to obtain a Vehicle appraisal from their clients.

3.3.2   User process

For the Customer's clients to receive a Vehicle appraisal, the Customer will be able to:
- Send a text message to a client with the URL link to the appraisal.
- Include a URL link to the appraisal in their back office.

Once the URL link has been received, the Customer's client provides the information required in the form. The User will be able to check, in autobizClic2Sell, file progress, as well as the information previously provided.

In addition, it is specified that the Customer will have the option of configuring the online route, particularly regarding their own logos or colours, in coordination with autobiz's technical teams. They will also have the option of setting their own general terms and conditions of sale and/or use for their own clients within the interface.

3.4   autobizIframe

3.4.1   autobizIframe Service Definition

The autobizIframe Service is a URL address made available to the Customer by autobiz so that they can integrate a customisable used vehicle trade-in form for its clients on its own website.

3.4.2   User process

Before autobizIframe is made available by the Customer to its clients, the Customer may request that the autobizIframe path be personalised. To do this, the Customer must contact autobiz teams to define the settings to be configured (logo, colours, etc.). Once this stage has been validated, autobiz will make the Service available to the Customer.

Subsequently, the Customer may include the Iframe code in the source code of its own website to make it visible and usable by its own clients.

3.5   autobizMyStock

3.5.1   autobizMyStock Service Definition

The autobizMyStock Service enables automotive professionals to automatically check the marketing effectiveness and competitive positioning of their Vehicle classifieds on the Internet via a rating system that considers price positioning, Vehicle listed photos, and the distribution of the Vehicle classified ad on the main marketplaces.

3.5.2   User process

To check their Vehicles' market position, the User must log on to autobizMyStock. By logging in, the User will then see the quantified analyses relating to their Vehicles.

To this end, it is specified that the User will be able to view, depending on their accreditation, their Vehicles' positioning in relation to the national market, and possibly the regional or departmental markets.

3.6   autobizNetwork

3.6.1   autobizNetwork Service Definition

The autobizNetwork Service enables OEM and automotive groups to automatically check the marketing effectiveness and competitive positioning of their network's used vehicle classified ads on the Internet via a rating system that reflects price positioning, Vehicle-listed photos, and the distribution of the Vehicle classified ad on the main marketplaces.

3.6.2   User process

To check their Vehicles' market position, the User must log on to autobizNetwork. By logging in, the User will then see the quantified analyses relating to their Vehicles.

To this end, it is specified that the User will be able to view, depending on their accreditation, their Vehicles' positioning in relation to the national market, and possibly the regional or departmental markets.

3.7   autobizAdscan

3.7.1   autobizAdscan Service Definition

The autobizAdscan Service enables automotive professionals to identify used Vehicle classified listings that match their sourcing needs thanks to the market data collected by autobiz.

3.7.2   User path

To be able to access the autobizAdscan functions and identify relevant listings, the User enters their requirements in the autobizAdscan search parameters: the sought Vehicle's make, model, its bodywork, its energy, gearbox type, etc.

Once these search elements have been validated, the User will automatically see the list of ads corresponding to their criteria available online, enabling them to view the ads in their original environment. Users can also create an alert by clicking on the "Save alert" option, in which to receive classified ads by e-mail that meet the pre-established criteria.

For all intents and purposes, it is specified that there may be a time difference between the collection and analysis of market data carried out weekly by autobiz, and the feedback given to the User by autobizAdscan. Consequently, certain Vehicle classified ad listings presented to the User by autobizAdscan may prove to be unavailable. The Customer acknowledges that autobiz cannot be held responsible in this case, as this is due to the vagaries of the profession.

3.8   Clic2Buy

3.8.1   Clic2Buy Service Definition

The autobizClic2Buy Service enables car professionals to include QR codes in their marketing material, which their clients can scan to access the autobizClic2Sell online appraisal form.

3.8.2   User process

Once the Customer has subscribed to the autobizClic2Buy Service, autobiz will provide them with the QR code. The Customer will simply have to download this QR code and place it on the media of their choice. However, for the Service to work, the Customer must first configure certain parameters such

as: their country, their company's name, the point-of-sale, contact email, telephone number, etc.

3.9   autobizAPI

3.9.1   autobizAPI Service Definition

The autobizAPI Service enables automotive professionals to integrate an interface that provides access to market data relating to used vehicles. Amongst the market data, the Customer will be able to identify used vehicles, obtain their B2C markets prices, or their trade-in values.

3.9.2   User process

Once the Customer has subscribed to the autobizAPI Service, autobiz will provide them with the URL of the API. Thus, once the Customer has received the API dedicated to their needs, they will be able to integrate it into their back office.

Furthermore, in addition to receiving the Service, the Customer will be provided with a set of documentation explaining the Service chosen. This documentation sets out the specific features of each API, how to use the Service and the information to be entered and/or retrieved for the Service to function optimally.

3.9.3   Webservice availability

Webservice availability is defined as the probability that autobiz's web services will operate satisfactorily at the point-of-exit of autobiz's servers at a given point in time when used in full conformity in an ideal support environment.

Loss of availability includes scheduled and unscheduled loss. Loss of availability is defined as HTTP error codes = 500, 502, 503, or 504, or no code returned from autobiz's server. All other HTTP error codes do not qualify as loss of availability.

It excludes downtime due to external conditions such as the loss of availability of the autobiz's suppliers, network and internet connections, Customer nonconformance, or Customer-specific actions.

autobiz supports the following KPIs:

Service	URL	Availability
API Users	https://apiv2.autobiz.com/users/	99.0%
API Referential	https://apiv2.autobiz.com/referential/	99.0%
API Quotation	https://apiv2.autobiz.com/quotation/	99.0%

The current KPIs relating to the loss of availability amounts to 21.9 hours per quarter, or 7.31 hours per month.

3.10   autobizTrade

The autobizTrade Service operates on an ad hoc basis due to the specific nature of its activity as a platform for bringing together potential Buyers and Sellers of used vehicles.

3.10.1   autobizTrade service Definition

autobizTrade is a remarketing platform opened exclusively to Customers and their Users, enabling the resale of used vehicles between professionals within the automotive industry.

3.10.2   autobiz's Role

autobizTrade is a marketplace that enables its Users to offer for sale, sell, or buy used vehicles.

autobiz is not the owner of any of the Vehicles offered for sale or sold on the autobizTrade marketplace and does not intervene in any way in the transaction between the Buyers and Sellers. The Vehicle sale contract is concluded exclusively and directly between the Buyer and Seller. Consequently, the Customer acknowledges that autobiz is not a public auction company.

Pursuant to Article L321-3 of the French Commercial Code, auction brokerage transactions carried out remotely by electronic means, characterised by the absence of an auction, and the intervention of a third party in the conclusion of the sale of an item between the parties, do not constitute a sale by public auction.

3.10.3   User process

3.10.3.1 Customer document supply requirements

Prior to accessing the autobizTrade Service, the Customer must provide autobiz with the following documents:
- Company registration extract less than 3 months old,
- The natural person's ID copy (both sides) or the legal representative of the legal entity's identity documents,
- Proof of VAT number,

- Specific terms and conditions applicable to its sales if the Customer puts Vehicles on sale on the platform (cf article 3.10.3.5).

If these documents are not sent, the Customer and its Users will not be able to access autobizTrade's functions.

Furthermore, the Customer is aware that this list of documents may vary according to the countries.

3.10.3.2 autobizTrade Access

Access to autobizTrade is reserved for Users operating within autobizTrade, who must be of legal age and legally able to do so.
Sellers operating on autobizTrade are reminded that they must offer for sale Vehicles that belong to them or for which they have received a mandate. These Vehicles are strictly intended for professionals in the used vehicle trade duly accredited by autobiz to operate on the autobizTrade platform.

autobiz is not the owner of the Vehicles it organises and runs for sale on autobizTrade. autobiz can therefore – under no circumstances – be held responsible for the obligations falling to the Seller because of this capacity, which Users acknowledge and accept.

Users identified by autobiz as Buyers on autobizTrade will be able to purchase the Vehicles offered for sale, according to the various methods proposed by autobizTrade. Vehicle Buyers therefore recognise and accept that only autobiz is authorised to judge which method(s) offered by autobizTrade they may have access to.

Furthermore, it is the responsibility of each User to keep their contact details up-to-date, correct, and complete (telephone, email...) to enable autobiz to send them the information they need to operate on autobizTrade.

However, classified ad listings must be the subject of a contract between the User and autobiz.

3.10.3.3 autobizTrade-listed used vehicle Status

The Vehicles offered for sale by a Seller are deemed to be sold in the condition in which they are found, without any guarantee from autobiz. autobizTrade allows, specifically, the provision, by the Seller, of the Vehicle's technical appraisal, any damage, photographs, and additional documents (maintenance log booklet, invoices, etc.).

Under no circumstances can autobiz be held responsible for incorrect or incomplete information

concerning a Vehicle sold by a Seller. In the event of an incorrect description, the User must immediately inform autobiz by e-mail at the following address: support-autobiztrade@autobiz.com.

The information published on autobizTrade is the sole responsibility of the Sellers. Each Seller must ensure that the content it publishes complies with the various legislations, particularly, but not exclusively, concerning copyright, intellectual property, and respect for privacy.

autobiz reserves the right to block, without notice, listed information that is fraudulent, misleading, unethical, or unlawful.

The Seller shall have the option of inserting its own general terms and conditions of sale, with concerns to its own terms and conditions of Vehicle collection or delivery, as well as its payment terms and conditions, etc. Under no circumstances may the Seller's terms and conditions of sale contradict these T&Cs. In the event of any contradictory provision, the provisions set out in these T&Cs shall prevail over the Seller's general terms and conditions of sale.

In the context of a Vehicle sale, autobiz cannot be held responsible by the Seller for a default in payment concerning a Vehicle purchased by a Buyer. Full payment of the Vehicle to the Seller is solely the Buyer's responsibility.

In addition, the Seller undertakes to provide the Buyer with all the original administrative documents concerning the Vehicle sold and especially:
- The sold Vehicle's invoice,
- The sold Vehicle's registration certificate,
- A certificate of administrative status less than two months old showing no pledges,
- The Order Form.

As a reminder, a certificate of administrative status can only state the Vehicle's administrative status on the day it is issued.

Likewise, the Buyer, as a professional, is fully aware that companies that finance the Vehicle's acquisition have a period of three (3) months, from the registration of the said Vehicle, to register a pledge on the register held for this purpose by the prefecture (French Decree no. 53-968 dated 30th September 1953), to guarantee payment of the loan. A Vehicle purchased on autobizTrade could therefore be subject to a pledge after the sale on autobizTrade. The Buyer explicitly waives any action against autobiz due to a pledge registered on a Vehicle post-sale.

It should also be noted that the guarantee against hidden defects is excluded, as this is a sale between

professionals, and the Buyer acknowledges that they have been fully informed of this and accepts it. Furthermore, the mileage/kms recorded on the odometer is not guaranteed by autobiz.

3.10.3.4 autobizTrade Sales Types

The functions of autobizTrade provide several methods of putting Vehicles up for sale, as described below. Whatever the type of sale, autobiz reserves the right to refuse any bid or transaction that it considers suspicious, for whatever reason. autobiz also reserves the right to suspend, at any time, access to autobizTrade to any User who behaves in a way that is contrary to these T&Cs or is unethical in any way.

a) Auction

The Seller auctions vehicles on autobizTrade for a limited period set by the Seller. The Seller defines the amount of the bid. It is specified that the Seller has the option of adding a reserve price to their Vehicle sale, corresponding to the price below which the Vehicle cannot be sold.

Buyers have an alloted time to bid on the Vehicle(s) they wish to acquire. If a Buyer raises their bid in the last 30 seconds of the alloted time, the auction is automatically extended by 30 seconds. At the end of the auction, the Buyer with the highest bid wins the auction and becomes the purchaser, if the reserve price is reached or surpassed.

The Seller is then obliged to sell the Vehicle and the Buyer is obliged to purchase the Vehicle at the price set at the time of the auction and in compliance with the Seller's general terms and conditions, if applicable.

It is strictly forbidden for the Seller to bid on a Vehicle or a batch of Vehicles that it offers for sale.

The Seller has twenty-four (24) hours after the auction end to give its agreement to the Buyer. If the Seller does not respond within 24 hours, they will be deemed to have refused the Buyer's proposal.

b) Purchase: Buy Now

The Seller may activate the "Buy It Now" option, also known as "ClicandBuy", enabling it to set a fixed, non-negotiable price for the Vehicle. The selection of this option during the sale by a Buyer puts an end to the Vehicle sale.

The Seller is then obliged to sell the Vehicle and the Buyer is obliged to buy the Vehicle at the price set via the "Buy It Now" buton.

The Seller, who is the Vehicle's owner for sale, is prohibited from acquiring a Vehicle or a batch of Vehicles that it offers for sale via this function.

c) Submission

The Seller may activate the "Price Quotation" function to give the Buyer the opportunity to make one or more free price offers on its Vehicle.

The Seller receiving the quotation is free to accept or reject the Buyer's proposal, the Seller being under no obligation to sell the Vehicle at the price quoted. If the Seller accepts the price quoted, the Buyer is consequently obliged to purchase the Vehicle.

d) Conditioned Auction or Hedging Request

The Seller may auction third-party Vehicles, with the agreement of the owner (private individuals or professionals). These are Vehicles that the Seller has not yet acquired, but for which they have obtained the owner's agreement to put them up for sale through autobizTrade.

In the "Conditional Auction" mode, the Buyer makes a firm commitment to buy the Vehicle if the Seller has acquired it within seven (7) working days. If, at the end of a period of seven (7) working days, the Buyer has not received writen confirmation of their purchase, they are released from their Vehicle-concerned price commitment.

e) Forward-agreement sale

The forward-agreement sale allows the Seller to privately sell a Vehicle on the platform to a specific Buyer without other users seeing it. The Seller must select the relevant Buyer and propose a sale price. Then, this sale price will be sent by e-mail to the relevant Buyer so they can duly inform if they wish to buy the Vehicle or not.

Once the Buyer has given their answer by e-mail, they are sent back to the autobizTrade platform to confirm whether, or not, they wish to buy the Vehicle.

If the Buyer concerned does not respond within twenty-four (24) hours of the offer being made, the offer shall become null and void.

f) Counteroffer

In the context of an auction or a submission, a counteroffer can be generated when a Vehicle has not been reserved by a Buyer on the autobizTrade platform.

If during an auction or a submission, the Seller has not received any satisfying Vehicle offers, they can propose Buyers a counteroffer, on the condition that those Buyers have previously made an offer on the relevant Vehicle.

3.10.3.5 Seller's general terms and conditions of sale

autobizTrade requires the Seller to include in its classified ad listings the commercial conditions under which it wishes to sell the Vehicles offered for sale on autobizTrade to prevent any future disputes with Buyers.

The Seller's general terms and conditions of sale may specify the terms of payment, the sold Vehicle's place of storage, the opening hours for Vehicle collection, as well as the Seller's transport arrangements offer, etc.

Appendix 1
Personal Data Processing executed by autobiz as Data Processor

This Appendix, which forms an integral part of the T&Cs and therefore of the Contract, sets out the respective rights and obligations of the Customer (Data Controller) and autobiz (Data Processor) with regards to the processing executed in connection with the Services.

All terms and expressions related to Personal Data protection hereby present in the Contract, identified by capital leters, and not defined in this Appendix or elsewhere in the Contract, shall be interpreted in accordance with the applicable regulations in force related to the protection of Personal Data and privacy, including in particular the Act n°78- 17 dated January 6th, 1978 relating to data processing, files and freedoms as amended, as well as the European Parliament's and Council's General Data Protection Regulation 2016/679 dated April 27th, 2016 (hereinafter referred to as the "Applicable Legislation").

1. Customer obligations

Given that the Customer, when processing Personal Data in connection with the use of the Services, does so on its own behalf, without instructions from autobiz (in autonomy), and using its own resources and expertise, the Customer has the status of Data Controller within the meaning of the Applicable Legislation. Therefore, the Customer undertakes to comply with its obligations as Data Controller under the Applicable Legislation.

More specifically, the Customer, in its capacity as Data Controller, guarantees that only the Personal Data required for the purposes defined by the Customer will be Processed. In this respect, the Customer guarantees that they have ensured that the Processing is lawful and compliant with the Applicable Legislation, and that they have the rights, authorisations, and/or Consent to allow autobiz to Process this data under the Contract, and agrees to indemnify autobiz for all costs, expenses (including legal fees), fines and damages incurred by autobiz in the event of non-compliance by the Customer vis-a-vis the Applicable Legislation.

The Customer also commits to:
(i) document in writing any instructions concerning Data Processing to be carried out by autobiz under the Contract.

(ii) ensure that the data subjects have been informed in advance of the Processing carried out by autobiz on behalf of the Customer.
(iii) guarantee the confidentiality of the Personal Data processed.
(iv) ensure that persons authorised to process Personal Data in connection with Service use:
- undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.
- - receive the necessary training in the protection of Personal Data.
(v) ensure that Personal Data processing carried out, in its capacity as Data Controller, has an appropriate legal basis.
(vi) keep a register of the Processing activities carried out in its capacity as Data Controller in the context of the Services in accordance with the Applicable Legislation.
(vii) (vii) respond to Data Subjects requests.

2. autobiz obligations

Given that autobiz, when processing the Personal Data processed by the Customer in connection with the Customer use of the Services, does so on behalf of and in the name of the Customer and solely in accordance with the Customer's documented instructions, autobiz has the status of Data Processor within the meaning of the Applicable Legislation. Therefore, autobiz commits to comply with its obligations as Data Processor under the Applicable Legislation.

autobiz pledges to:
(i) Inform the Customer, when it considers that an instruction given by the Customer concerning Data Processing to be executed by autobiz constitutes a breach of the Applicable Legislation.
(ii) process Personal Data solely for the Purposes defined below in article 9.
(iii) guarantee the confidentiality of the Personal Data processed.
(iv) ensure that persons authorised to process Personal Data under the Contract:
- undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.
- - receive the necessary training in the protection of Personal Data.
(v) make available to the Customer, on writen request, all information necessary to provide proof of compliance with its obligations and to enable audits to be

carried out in accordance with the conditions set out in the article below.

(vi) keep a register of Processing activities carried out on behalf of the Customer in accordance with the Applicable Legislation.

(vii) to provide the Customer with the reasonable assistance necessary, insofar as possible, to respond to requests from Data Subjects to exercise their rights.

3. Security measures and Personal data breach notification

3.1. Security measures

Taking into account the state of knowledge, the resources available to them, the costs of implementation, and the nature, scope, context, and purposes of the processing, as well as the risks to the rights and freedoms of the persons concerned by the processing, autobiz and the Customer implement the appropriate technical and organisational measures to guarantee security adapted to the risk.
Specifically, autobiz and the Customer shall take all necessary precautions to prevent the destruction, loss, alteration, disclosure, or unauthorised access of the Personal Data concerned by the processing.

In particular, the Customer pledges to:
- control Service access by safeguarding the identifiers and password(s) that were allocated to each User and ensuring that the same identifier is not used by several Users.
- put in place the security measures required to store and protect the identifiers and associated passwords used for all Service access.
- ensure that the Personal Data it processes is made accessible only to those persons who, by virtue of their function and/or capacity, have a need to access said data.

autobiz especially agrees to implement technical and organisational security measures for the servers, network equipment, and software under autobiz's control used to provide Service access. These security measures aim to:
- guarantee the confidentiality (pseudonymisation, Personal Data encryption, etc.), integrity, availability and constant resilience of processing systems and services (such as business continuity).
- restore the availability of and access to Personal Data within the appropriate timescales set out in the Contract in the event of a physical or technical incident.

- regularly test, analyse, and evaluate the effectiveness of technical and organisational measures to ensure the security of Processing.
- make the Customer's Personal Data accessible and consultable only to autobiz's personnel who are duly empowered and authorised by virtue of their functions and capacity, and only to the extent necessary for the execution of their duties.
- guarantee regular Personal Data backup and traceability on its systems.

3.2 Personal data breach notification

autobiz commits to notify the Customer of any Personal Data breach affecting the data processed, as soon as possible after becoming aware of it. The notification shall be accompanied by the relevant documentation in autobiz's possession to enable the Customer, where applicable, to fulfil its notification obligations under the Applicable Legislation.

In the event of a Personal Data breach that occurs due to a Customer misuse of the Services and/or a security incidence resulting exclusively from the Customer's fault, without autobiz being informed, the Customer commits autonomously to comply with its obligations as Data Controller under the Applicable Legislation with regards to Personal Data breach notification.

4. Sub-processing and transferring of Personal Data

The Customer expressly authorises autobiz to use Sub-processors to provide the Services required under the Contract. autobiz obliges to use only Sub-processors commited to data protection obligations which are substantially similar as those set out in this Contract.

autobiz agrees to enter into a contract with the Sub-processor and to impose the same obligations as those applicable to autobiz towards the Customer under this Contract, and in particular to ensure that the Sub-processor commits to respect the confidentiality of the Personal Data processed on behalf of the Customer or are subject to an appropriate legal obligation of confidentiality. autobiz remains fully liable under the Contract's terms, towards the Customer, in the event of a breach by the Sub-processor of its obligations with regards to Personal Data protection.

In the event of Personal Data being transferred outside the European Union, autobiz pledges to enter into standard contractual clauses with the Sub-processor located outside the European Union or to offer any other appropriate guarantee, in accordance with the Applicable Legislation.

5. Audit

The Customer may, at its own expense, audit the personal data protection and security measures taken by autobiz (and its Sub-processors) in relation to the personal data processed by autobiz (and its Sub-processors) on the Customer's behalf, a maximum of once every twelve (12) months, except in the event of a personal data breach suffered by autobiz justifying the conduct of an additional audit.

This audit may be carried out by the Customer or by a third-party auditor independent of the Customer and duly appointed by the Customer, provided that this third-party auditor does not itself carry out an activity competing with autobiz's activity and/or has no legal link with any autobiz competitor.

A confidentiality agreement must be signed beforehand between autobiz and the third-party auditor.

The Customer must inform autobiz in writing, giving fifteen (15) working days' notice, of its intention to have such an audit carried out and of the selected third-party auditor's identity, if applicable (accompanied by the mandate given), as well as the audit scope envisaged.

The Customer-commissioned audit will focus solely on autobiz's compliance with its obligations in terms of security and protection of the Personal Data processed on behalf of the Customer under the Contract. The audit may not cover data not specific to the Customer, to preserve the confidentiality of information specific to other autobiz customers and/or service providers, or information of which the disclosure could jeopardise the security of other customers and other personal Data concerning them.

Audit operations must not disrupt the operation of autobiz's services or business. In this respect, the duration of the audit must not burden autobiz for more than two (2) employee working-days. Beyond this, the provision of autobiz resources will be subject to additional invoicing by autobiz to the Customer.

A copy of the preliminary audit report will be sent to autobiz as soon as possible to enable autobiz to make its observations. The preliminary audit report, together with autobiz's comments, will be examined by both Parties and will not be considered final until it has been signed by both Parties.

In the event that the final audit report identifies breaches by autobiz of its obligations, autobiz assumes to implement, at its own expense, the necessary corrective measures as soon as possible, depending on the risk.

If the final audit report contains recommendations, the conditions for their implementation will be jointly agreed as soon as possible.

6. Personal Data Fate at Contract end

At the end of the Contract, autobiz will destroy the Personal Data within a reasonable period, less than thirty-six (36) months, unless legal obligations require autobiz to retain it. If instructed to do so by the Customer, autobiz obliges to justify, in writing, the destruction of the Personal Data.

At the Customer's request, autobiz will return the Personal Data before it is destroyed. The return of Personal Data to the Customer will be invoiced.

7. Liability

It is understood between autobiz and the Customer that each is fully responsible for compliance with the Applicable Legislation and indemnifies the other against all damages resulting from non-compliance with their respective obligations as Data Processor and Data Controller under this Contract.

The Parties agree that the Customer, in its capacity as Controller, shall be solely liable for any damage suffered by any data subject due to Processing in connection with the Customer's use of the Services.

Unless autobiz can be shown to have breached its contractual obligations or one or more of its obligations as a Data Processor under the Applicable Legislation, autobiz cannot be held liable for any damage caused to third parties because of Processing carried out on behalf of the Customer under the Contract. autobiz cannot be held accountable in the event of force majeure or any other event beyond autobiz's reasonable control at the time of its occurrence.

8. Personal Data Deletion

To help the Customer comply with its obligations as Data Controller under the Applicable Legislation, autobiz will delete Personal Data – listed hereunder in article 9 – after three (3) years. However, the Customer, in its capacity as Data Controller, is responsible for ensuring that all Personal Data is deleted at the end of the retention period and remains solely liable for this correct data deletion. autobiz, in its capacity as Processor, pledges to delete all Personal Data as instructed by the Customer.

autobiz

9. Processing details executed by autobiz in its capacity as Processor.

Processing Scope	**autobiz** makes products available as part of its Service delivery and subsequently processes the Customer's prospects and end customer's Personal Data. **autobiz** does not control the specific data that the Customer collects through the products made available and, consequently, is not responsible for the Personal Data used by the Customer through the said products.
Processing purpose	- Service Delivery. - Personal Data hosting, storage, or backup on **autobiz** servers as part of the Services. - Personal Data access as part of support and maintenance services. - Personal Data use for qualitative or quantitative performance monitoring analyses as part of **autobiz's** consultancy services.
Personal Data categories you may process	- Civil status, identity, identification data, images: e.g., title, first name, surname, e-mail address, telephone number, Vehicle registration number, Vehicle registration document, etc. - Location data: e.g., postal code of the persons concerned, etc. - Vehicle repair follow-up documents: e.g., Service invoice(s), Service logbook... - Connection data: e.g., IP addresses of persons concerned...
Data retention period	3 years.
Category of persons concerned	Prospects, Customer's end customers, Customer's partners/dealers.
Data Localisation	Third party hosting within the EU (OVH, AWS).