

General Terms and Conditions Regarding the Participation in the Affiliate Program of AUTO1 Group GmbH and its Affiliated Companies

A. General provisions

1. The users of these general terms and conditions regarding the participation in the affiliate program of AUTO1 Group GmbH (*Gesellschaft mit beschränkter Haftung*, a company with limited liability under German law) and its affiliated companies (hereinafter the “**T&Cs**”) are AUTO1 Group GmbH, Bergmannstr. 72, 10961 Berlin, Germany, as well as the companies affiliated with AUTO1 Group GmbH (all companies of the AUTO1 affiliated group hereinafter “**AUTO1**”). These T&Cs exclusively apply to the agreement between AUTO1 and its advertising partners (hereinafter the “**Partners**”, and each of them a “**Partner**”) (AUTO1 and the Partners hereinafter collectively the “**Parties**” and each of them a “**Party**”) on a cooperation between the Parties regarding the marketing of products and services of AUTO1 (hereinafter the “**Cooperation Agreement**” or the “**Agreement**”).
2. AUTO1 trades in vehicles. AUTO1 acquires used vehicles from third parties and resells these to car dealers or to consumers. Both for the acquisition of used vehicles and for the sale of used vehicles, AUTO1 operates a number of platforms (hereinafter collectively the “**Platforms**” and each of them a “**Platform**”).
3. The Partner applies to AUTO1 for the marketing of products and services of AUTO1. The Parties are seeking to cooperate in order to generate new clients for AUTO1 (e.g. by redirecting a possible seller or buyer of used vehicles to the Platform of AUTO1).
4. The Parties hereby agree that the Cooperation Agreement shall be exclusively based on these T&Cs and the Confirmation Note (clause B.1. below). AUTO1 does not accept any other terms and conditions of the Partner — in particular terms and conditions conflicting with, or deviating from, these T&Cs —, not even to the extent that individual provisions contained therein are not contained in these T&Cs. Terms & conditions of the Partner will only become a component of the Agreement if AUTO1 has expressly consented in writing.

B. Entering into a Cooperation Agreement

1. AUTO1 may submit an offer to enter into a Cooperation Agreement to the Partner by sending the Partner a “confirmation note” form to be signed by the Partner (hereinafter the “**Confirmation Note**”). The Cooperation Agreement comes into effect by the Partner signing the Confirmation Note. If the Partner modifies the Confirmation Note, then this, in turn, constitutes a new offer made by the Partner to AUTO1 which, in order for the Agreement to come into effect, requires written acceptance (email shall be sufficient) by AUTO1. The Partner must return the Confirmation Note signed by it to AUTO1’s contact address as set out in the Confirmation Note. In the event that, during the term of the Agreement, the Parties agree on a new Confirmation Note, the respective new Confirmation Note shall invalidate the previous Confirmation Note. Stipulations and provisions in the Confirmation Note shall take precedence over stipulations and provisions contained in these T&Cs.
2. The Partner does not have any claim to a Cooperation Agreement being entered into with AUTO1. The selection of advertising partners lies within the sole discretion of AUTO1.
3. In the context of the Confirmation Note, the Parties may agree to conduct a trial period (hereinafter a “**Trial Period**”). The Trial Period is meant to allow the determination of the potential for generating possible customers via the advertising spaces (known as ‘lead potential’). The Parties may agree on a fee to be payable during such Trial Period. During the Trial Period AUTO1 shall, on a regular basis, provide the Partner with data (depending on the Agreement entered into between the Parties, e.g. impressions, clicks or leads) for measuring the success of the Advertising Spaces and Means of Advertising. The Parties may agree, in writing, to extend the Trial Period. At any time during the Trial Period, the Parties may terminate the cooperation by giving one week’s notice in writing (email shall be

sufficient). In the event that, during the Trial Period, neither Party gives notice to terminate the cooperation, the Trial Period shall automatically turn into the Cooperation Agreement unless anything to the contrary follows from the Confirmation Note.

4. The Parties may agree that the Partner be obliged to observe exclusivity vis-à-vis AUTO1. In that case, the Partner is prohibited from using the Advertising Spaces as defined in clause C.1 of these T&Cs to advertise identical or similar products and services that are in direct competition with the products and services offered by AUTO1.

C. Services of the Partner, in particular integration of Means of Advertising, tracking

1. The Partner operates a website or an application or offers a service (including, for example, email services) which is suitable for marketing the products and services of AUTO1 (hereinafter an “**Advertising Space**”, and several of them the “**Advertising Spaces**”). The Advertising Spaces used by the Partner for purposes of the Cooperation Agreement shall be specified in the Confirmation Note.
2. The Partner undertakes to integrate into the respective Advertising Space, and to publish, the Means of Advertising made available to the Partner by AUTO1 and listed in the Confirmation Note such as e.g. banners, text links, native ads, API-based form integration and logos (hereinafter the “**Means of Advertising**”).
3. Subject to clause C.4. below, the Partner may integrate the Means of Advertising only into the Advertising Spaces set out in the Confirmation Note.
4. The Partner may use other Advertising Spaces and Means of Advertising than those specified in the Confirmation Note only with prior written approval (email shall be sufficient) by AUTO1.
5. Means of Advertising may be used on the Advertising Space only for the purposes provided for in the Cooperation Agreement. The content and the ongoing operation of the Advertising Space are the Partner’s own responsibility, and during the term of the Cooperation Agreement, the Partner shall refrain from placing any content on the Advertising Space which infringes applicable law, is contrary to public policy, or infringes third-party rights and/or which is capable of adversely affecting the reputation of AUTO1. AUTO1 shall be entitled but not obliged to inspect the Advertising Space.
6. The Partner must implement, in the Partner’s source code, the code snippets associated with the respective Means of Advertising, and the Partner undertakes to change these upon AUTO1’s request. AUTO1 reserves the right to work, at least in part, with dynamic code snippets of third-party service providers (e.g. display servers) in order to be able to modify Means of Advertising independently and without advance notice. This is done in order to ensure consistently high performance or, where applicable, to improve performance.
7. If a possible customer uses a Means of Advertising published by the Partner (e.g. by clicking on the Means of Advertising), the customer is first — depending on the type of Means of Advertising agreed — redirected either to a Platform of AUTO1 or to a platform of the Partner:
 - i. direct redirection to the Platform of AUTO1, e.g. where banners, widgets or text links were implemented;
 - ii. where an API interface was implemented by the Partner, the possible customer finds, on the Partner’s Advertising Space, what is known as an ‘integrated funnel’ which is integrated by way of an API interface.

The Partner must ensure that it is clear that the product or service advertised is a product or service of AUTO1. The brand of AUTO1 so advertised must be displayed as stipulated in clause C.10. below. When using the API interface integrated at the Partner, the possible customer is redirected to the landing page of AUTO1 at the moment at which the customer seeks an online quote. Details and deviations may be agreed between the Parties either in the context of the Confirmation Note or in another manner, provided that AUTO1 expressly consents to such deviation in writing (email shall be sufficient).

8. AUTO1 reserves the right to change the target URL of AUTO1's Platform at any time and without prior notice.
9. In order to enable the attribution of customers who were procured by the Partner, AUTO1 registers the visitors of its Platform by means of a customer ID (hereinafter a "CID"). This CID must remain the same. The life of the cookie is usually 30 days from the time of the user's visit to the Platform (hereinafter the "Tracking Period").
10. The trademarks registered by AUTO1 must be rendered correctly (correct spelling, font, color combination, design) and in accordance with the guidelines for the use of brands made available by AUTO1 at https://content.wirkaufen-deinauto.de/static/car_images/partner_guidelines-eng.pdf.

D. Fee

1. Unless expressly provided otherwise in the Confirmation Note, commission will be paid in return for the services rendered by the Partner. The amount of such commission shall be as per the Confirmation Note.
2. The Parties commonly agree a fee on the basis of leads, bookings and/or shows. Unless agreed otherwise between the Parties in the Confirmation Note or in writing (email shall be sufficient), leads, bookings or shows are defined as follows:
 - i. a valid lead is what is known as a unique lead (hereinafter a "Unique Lead"). A Unique Lead is a successfully registered user who carries out an online valuation in the context of which the vehicle data entered and the user's email address were transmitted to AUTO1's system. The email address transmitted in that context must be valid, i.e. it must be technically capable of receiving emails (in other words, it must not bounce emails), and it must not previously have been registered in AUTO1's system.
 - ii. a valid booking is the successful booking of an appointment. The email address transmitted in that context must be valid, i.e. it must be technically capable of receiving emails (in other words, it must not bounce emails), and it must not previously have been registered in AUTO1's system.
 - iii. a valid show requires a valid booking in accordance with clause D.2.ii above. A valid show means attending a previously booked appointment.
3. The leads for which a fee is payable shall be limited to valid leads which were generated within the Tracking Period as per clause C.9. The bookings and shows for which a fee is payable shall be limited to valid bookings and valid shows which were generated within the same calendar month as the respective preceding lead.
4. Clicks and orders by the Partner or by the Partner's relatives and acquaintances that were made improperly and/or contrary to the purpose of the Cooperation Agreement shall not trigger an obligation to pay a fee.
5. The process known as 'lead validation process' takes place in monthly intervals. In preparation of the lead validation process, the Partner shall make available to AUTO1, on or before the first working day of the respective following month, the number of impressions and clicks generated by the individual Means of Advertising.
6. AUTO1 shall transmit to the Partner, in monthly intervals and in the form of a report, the key indicators defined in the Confirmation Note (e.g. leads, bookings, shows). AUTO1 reserves the right to make the report available to the Partner in the future via a self-service platform (known as a 'partner dashboard'). The Partner shall be under an obligation to immediately examine the report and to assert objections, if any, in writing (email shall be sufficient) within six working days from the transmission of the report. If the Partner does not assert any objections, or does not assert such objections within the prescribed time, the report shall be deemed to have been approved by the Partner.
7. On the basis of the key indicators transmitted by AUTO1, the Partner shall prepare an invoice. The Partner shall have a claim for payment of the amount shown in the invoice starting from an invoice amount of at least 50.00 euros (net of taxes); such claim shall exist in any event no later than after 60 calendar days if the minimum amount for payment

has not been reached. The time allowed for payment shall be 30 calendar days.

E. Special arrangements

1. AUTO1 operates its Platform as well as the services offered thereon within the limits of the technical possibilities that are at AUTO1's disposal and at AUTO1's sole discretion. In this context, AUTO1 shall be under no obligation to procure that the Platform be available error-free and/or without interruption.
2. Any form of improper use — i.e. the generating of leads, bookings and/or shows by way of dishonest methods or inadmissible means which infringe prevailing law and/or these T&Cs — is prohibited. The Partner is, in particular, prohibited from using one or several of the following practices in order to try and generate leads, bookings and/or shows or to try and procure an attribution of leads, bookings and/or shows to the Partner:
 - i. faking leads or bookings which have not actually taken place, for example by stating third-party data without authorization or stating false or non-existing data in the context of orders of products or services on the Platform of AUTO1 as well as deceiving possible users/customers regarding the range of services offered by, or the terms and conditions of, AUTO1;
 - ii. using forms of advertising which, while they do enable tracking, (i) do not display the Means of Advertising at all, (ii) do not display the Means of Advertising in the agreed manner, (iii) display the Means of Advertising in a manner that runs counter to the purpose of the Agreement, or (iv) do not display the Means of Advertising in the stipulated form and/or size;
 - iii. other forms of 'affiliate fraud' (in particular cookie spamming, forced clicks, affiliate hopping) as well as the use of layers, add-ons, traffic hijacking, iFrames and postview technology in order to achieve an increase of leads, to the detriment of AUTO1;
3. It is prohibited to bid on and/or to place keywords with the following word components: compramostucoche, compramostucoche.es, compramos tu coche, compramos tu coche.es, compramos tu coche es, compramostucoche es, te compramos tu coche, compramostucoche.es venta directa, compramostucoche venta directa, compramos tu coche venta directa, compramostucoche.es subasta a concesionarios, compramostucoche subasta a concesionarios, compramos tu coche subasta a concesionarios, AUTO1, Grupo AUTO1, AUTO1 Group y/o AUTO1.com (hereinafter the "**AUTO1 Marks**") in order to generate traffic for the Partner's platforms via search engines such as e.g. Google, Bing and Yahoo as well as via display networks. The same shall apply to the extent that marks that are capable of being confused with the AUTO1 Marks (e.g. variations and misspellings) are used as keywords.
4. In the absence of express written consent (email shall be sufficient) by AUTO1 it is prohibited, throughout the term of the Cooperation Agreement, to bid on and/or to place keywords regarding the subjects 'sale of vehicles' and 'valuation of vehicles' in order to generate traffic for the Partner's platforms via search engines such as e.g. Google, Bing and Yahoo as well as via display networks.
5. (i) Paid direct traffic from social-media platforms and apps — such as Facebook, Twitter, Snapchat or Instagram — to landing pages of platforms of the Partner which contain descriptions of products or services offered by AUTO1 and/or (ii) API-based funnel integration as per clause C.7.ii. is prohibited.
6. The direct one-off or multiple redirection (known as 'doorway traffic') of search-engine traffic as well as display-network traffic to Platforms of AUTO1 is prohibited throughout the term of the Cooperation Agreement.
7. The Partner is not permitted to place image- or text-based advertisements in search engines and display networks using, as keywords, the AUTO1 Marks or marks which are capable of being confused with the AUTO1 Marks.
8. The use of the AUTO1 Marks in URLs of platforms of the Partner is permitted only with express prior written consent [(email shall be sufficient)?] by AUTO1 and (subject to such written consent) only for the term of the Cooperation Agreement. The same shall apply to the advertisement heads and advertisement URLs.

9. Any form of incentivized traffic — such as e.g. cashback — which may give rise to an unintended use, based on fraud, of any of the products and services offered by AUTO1 is prohibited.
10. Direct traffic to the Platforms of AUTO1 via integrated advertising in newsletters and stand-alone email campaigns of the Partner is permissible only after prior arrangement between the Partner and AUTO1 as well as AUTO1's approval of the Means of Advertising. In this context, it is prohibited to use the trademarks and the AUTO1 Marks registered for AUTO1 as sender and/or in image URLs as well as to use the domain names clearly spelt out in the body text or in the subject line.
11. Direct traffic to the Partner's platform via stand-alone campaigns is permissible. In this context, it is prohibited to use the trademarks and the AUTO1 Marks registered for AUTO1 as sender and/or in image URLs as well as to use the domain names clearly spelt out in the body text or in the subject line.
12. Leads, bookings and/or shows which originate from impermissible paid, unpaid or incentivized traffic sources will not be validated. Where AUTO1 has reasonable doubts, AUTO1 reserves the right not to validate any leads generated in one or several specific invoicing period(s).
13. The Partner shall immediately remove Means of Advertising from an Advertising Space if AUTO1 requires the Partner to do so.
14. The Partner undertakes to refrain from electronic attacks of any kind on the tracking system and/or the Platform of AUTO1. Electronic attacks shall be deemed to include, in particular, attempts to overcome, circumvent or otherwise render ineffective the security mechanisms of the tracking system; using computer programs to automatically read out data; applying and/or spreading viruses, worms, trojans; brute-force attacks, spam or using other links, programs or procedures which are capable of adversely affecting the tracking system.
15. If the Partner infringes the provisions as per this clause E., then the Partner must compensate AUTO1 for the loss/damage and expenses caused thereby. Where AUTO1 has reason to believe that the Partner has infringed the provisions of this clause E., AUTO1 shall be entitled to terminate the Cooperation Agreement without notice.

F. Rights of use

1. All Means of Advertisement made available by AUTO1 are protected by copyright and/or by other industrial property rights. For the term and the purpose of the Cooperation Agreement, AUTO1 hereby grants the Partner a simple and non-exclusive right, limited to the term of the Cooperation Agreement, to use the Means of Advertisement for the purpose of the Cooperation Agreement. Any use which exceeds the purpose of the Cooperation Agreement requires prior written (email shall be sufficient) consent by AUTO1.
2. To the extent that this is necessary for the Cooperation Agreement to be fulfilled, the Partner hereby grants AUTO1 the non-exclusive right of use — limited to the term of the Cooperation Agreement (including a four-week transition period after termination of the Agreement) — regarding the Partner's trademarks, signs and copyrights. This right of use extends, in particular, to the use for advertising and/or in commercial documents. The right is granted free of charge. This right of use also extends to any rights of use which become known only after the Cooperation Agreement has been entered into.

G. Term of the Agreement

1. In the context of the Confirmation Note, the Parties will agree the term of the Agreement as well as any notice periods.
2. After termination of the Cooperation Agreement, the Partner shall be under an obligation to remove all Means of Advertising from the Advertising Space and, if requested by AUTO1, to hand over all Means of Advertising to AUTO1.

3. Any leads, bookings and/or shows generated after termination of the Cooperation Agreement shall not give rise to any obligation to pay any fee.
4. The Parties are in agreement that any claims by the Parties under sect. 89b German Commercial Code (*Handelsgesetzbuch – HGB*) shall be excluded.

H. Confidentiality

1. Each Party undertakes (i) to keep confidential from third parties and (ii) to only use for purposes of implementing the Cooperation Agreement any information of the other Party that has been obtained in the context of, or in connection with, implementing the Cooperation Agreement, in particular business and trade secrets as well as agreements that were reached internally, and any data, notices and other information of which the Party has become aware. This shall continue to apply after termination of the Cooperation Agreement.
2. Companies which constitute affiliated companies (*verbundene Unternehmen*) of AUTO1 within the meaning of sect. 15 German Stock Corporation Act (*Aktiengesetz – AktG*) shall not be deemed to constitute third parties within the meaning of clause H.1.
3. The foregoing obligations shall not apply to such information and other facts which are or become generally known and/or which have become known, in a lawful manner, to the Party receiving or obtaining the information even before they were communicated by the other Party or which can be proven to have been the product of the independent work of the Party receiving or obtaining the information. The foregoing provisions shall not affect a Party's obligations to supply information owing to stipulations by a public authority or by statute or lawful requests made by a public authority.
4. The Parties may regulate details regarding confidentiality in a separate confidentiality agreement. In that case, the provisions of such confidentiality agreement shall take precedence over the provisions in these T&Cs.

I. Data protection

1. The Parties shall comply with their respective obligations regarding data protection. The Parties shall cooperate, to an appropriate extent, for purposes of data protection.
2. The Partner guarantees (*gewährleistet*) and hereby accepts responsibility to ensure that, during the term of the Cooperation Agreement, the Partner possesses all rights and consents in order to process personal data (to the extent that that is necessary).

J. Exclusion of liability

1. In the context of slight negligence (*einfache Fahrlässigkeit*), AUTO1 shall be liable only if AUTO1 has breached obligations which are material to the Agreement, i.e. obligations of which the Partner may commonly trust that they will be complied with in order for the Agreement to be duly implemented. Beyond that, AUTO1 shall be liable only for gross negligence (*grobe Fahrlässigkeit*) and intent (*Vorsatz*) as well as for injuries to life, body or health.
2. Should there be any liability due to slight negligence, then such liability shall be limited to typically arising and foreseeable loss/damage.

K. Claim for indemnification

In the event that any claims are asserted due to the alleged or actual infringement of a right and/or the infringement of third-party rights by acts carried out by the Partner in connection with the Cooperation Agreement, the Partner shall indemnify AUTO1 against all third-party claims arising therefrom. In addition, the Partner undertakes to reimburse all costs which AUTO1 may incur as a result of any such claims being asserted by third parties. These reimbursable costs shall also include the costs of an appropriate legal defense.

L. Miscellaneous

1. In order to be valid, any transfer of rights and obligations of a Party under this Agreement shall require prior written consent (email shall be sufficient) by the other Party.
2. Any changes to the Cooperation Agreement, including to the written-form requirement, shall require written form. No ancillary agreements have been entered into, and any such ancillary agreements shall only become part of the Agreement if they have been made in writing between the Parties.
3. Should any provision of the Cooperation Agreement be or become invalid, in whole or in part, or contain a gap, then this shall not affect the validity of the remaining provisions. The Parties are in agreement that any such invalid provision shall be deemed to have been replaced by or any such gap filled with such provision as, in a legally valid way, most closely reflects the economic purpose that was intended.
4. The place of jurisdiction shall be Berlin, Germany. This Cooperation Agreement and the rights and obligations of the Parties arising therefrom shall be governed by the laws of the Federal Republic of Germany — to the exclusion of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Version as at May 2019
