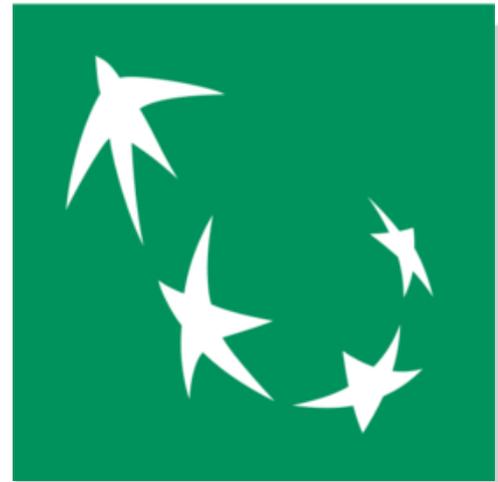




**SPECIAL CONTRACT FORM**



**BNP PARIBAS**

## **PRIORITY SALES AGREEMENT**

### **1. CONTRACTING PARTIES**

Cloud One LLC, hereinafter referred to as the Buyer.

BNP Paribas Corporate and Institutional Banking, 10 Harewood Avenue  
London NW1 6AA, hereinafter referred to as the Seller.

### **2. SUBJECT AND SCOPE OF THE AGREEMENT**

It covers the cash payment of the determined prices of the seller, the group companies belonging to the seller and the cars transferred to the seller as pledge, and the closed purchase tender to be made by the Buyer.

### **3. DETECTION AND SALES OF CONTRACTED CARS**

The seller is obliged to regularly save the list of the cars he wants to sell to the attached e-mail address and to the database of the buyer systems with the middleware prepared by the buyer. It has to share the price, detailed picture, usage information, driver's license information and damage status information of the cars subject to sale. The buyer is obliged to notify the car or cars that he wants to buy within 3 working days after uploading it to the system. The buyer cannot claim any rights in the purchase of cars that are not returned within the specified period.

### **4. PAYMENT AND FINANCE**

The seller will automatically collect the determined fees of the car or cars that the buyer wants to buy from the attached buyer's bank account. If the buyer does not have sufficient balance in the seller's bank accounts, the payment must be made within 3 working days. Due to the payments not made within 3 working days, the buyer cannot make any claim regarding the automobile or automobiles.



## **5. TRANSFER AND DELIVERY OF CONTRACTED CARS**

The car or cars subject to sale will be delivered to the address specified by the seller after the payment of the car or cars declared or notified by the buyer for purchase is completed. At the time of delivery of cars, the buyer reserves the right to refuse to purchase the car or cars in question, unless the aforementioned features and conditions specify otherwise. In case of right of withdrawal, the fee paid by the buyer will be returned to the designated account within 5 working days. For payments not made on time, legal interest will be applied at the daily determined rate. The transfer of the car or cars accepted by the buyer at the time of delivery will be completed by the seller and the buyer within 2 working days at the latest. All fees that may occur during the transfer belong to the buyer.

## **6. FEES AND TAXES**

All costs, legal fees and taxes that may occur during the purchase of the car or cars by the buyer belong to the buyer.

## **7. TERM OF THE AGREEMENT**

This contract enters into force immediately after signing between the buyer and the seller and is limited to 36 months. The contract start date is the date the contract is signed. It is renewed every year with the joint decision of the parties, 1 month before the end of the relevant contract period.

## **8. DISPUTES AND RESOLUTION**

In case of disagreement on the subjects and scopes of this contract, all rights of the buyer and seller are reserved. In the event of a dispute, both parties have the right to appeal to the UK labor and settlement courts.



**9. AUTHORITY AND SIGNATURES**

**DocuSigned by:**  
**Anne Marie Verstraeten**  
25484LQ648216SA...

Anne Marie Verstraeten  
UK Country Head  
BNP Paribas Group

**DocuSigned by:**  
**Jack Seniro**  
65584GX487139RT...

Jack Seniro  
Cloud One LLC, CFO, UK

Contract signature and start date: 04/12/2019

