

## Special Terms and Conditions for Participants of TruckOS on Walbing

These Special Terms and Conditions apply to the conclusion of contracts by participants of TruckOS on Walbing in addition to the general platform terms and conditions of Walbing as amended from time to time, whereby in the event of ambiguity, these Special Terms and Conditions take precedence over the general platform terms and conditions:

### Preamble

The participants of TruckOS are logistic companies who wish to sell their invoices against freight orderers at fixed conditions.

### 1. Fixed Conditions

- a) The gross amount of an invoice to be sold must be at least EUR 300.00.
- b) The discount rate applicable to the trade receivables sold depends on the period (in days) between the invoice date of the trade receivable and maturity (the “**Payment Term**”), the participant’s average late payment days (“**LPD**”), and the rating of the debtor, as follows:

Payment Term + Av. LPDs Debtor Rating	40 days	55 days	70 days	85 days	100 days	+15 days
3	2.5%	3.0%	3.5%	4.0%	5.0%	+1%
4	2.5%	3.0%	3.5%	4.0%	5.0%	+1%
5	2.0%	2.5%	3.0%	3.5%	4.5%	+1%
6	2.0%	2.5%	3.0%	3.5%	4.5%	+1%
7	1.5%	2.0%	2.5%	3.0%	4.0%	+1%
8	1.5%	2.0%	2.5%	3.0%	4.0%	+1%
9	1.5%	2.0%	2.5%	3.0%	4.0%	+1%
10	1.5%	2.0%	2.5%	3.0%	4.0%	+1%

For every 15-day period beginning after 100 days, the applicable discount rate will increase by an additional 1 percentage point. The average LPD calculation will be based on the booking date (“*Buchungstag*”) of incoming payments to the virtual IBAN account assigned to a participant. Walbing will make the discount price available via API before a participant uploads an invoice, provided that the relevant debtor is added by the participant and verified by Walbing prior to the invoice upload. Walbing in its sole discretion may change the above discount pricing scheme at any time with 2 weeks’ notice.

- c) Sales are made exclusively by disclosed assignment at a fixed price, starting immediately after Walbing releases the receivable, and have a duration of offer of three business days.
- d) The participant authorizes Walbing to inform the debtor that a debt-discharging payment can only be made to Walbing’s escrow account. The participant agrees to immediately confirm this to the debtor as accurate in the event of any queries. Should the debtor nevertheless pay the participant, the participant will immediately transfer the amount to Walbing’s escrow account.
- e) The participant acknowledges and agrees that invoices and other related documents uploaded by the participant to the platform may be shared with prospective buyers for risk evaluation purposes prior to the sale of the corresponding receivable.

## **2. Severability**

Should any provision of these Special Terms and Conditions be or become invalid or unenforceable, the validity of the remaining parts of these Special Terms and Conditions shall not be affected. Both parties undertake to replace invalid or unenforceable provisions with practicable solutions that most closely reflect the meaning and economic purpose of the invalid or unenforceable provisions. The same shall apply in the event of a loophole.

## **3. Governing Law, Place of Jurisdiction**

These Special Terms and Conditions are governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction is Hamburg, Germany.