

## APPENDIX 2

### SERVICES DESCRIPTIONS

#### 1. DEFINITIONS AND INTERPRETATION

1.1. Capitalised terms shall have the meaning first ascribed to them in this Agreement, including:

<b>“Algorithm”</b>	has the meaning given to it in clause 2.2.1 of this Appendix;
<b>“Appraisal”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Assumptions”</b>	<p>means in valuing the Vehicle and preparing/providing the Verifying Retailer with a Valuation, Manheim has made the following assumptions about the Vehicle:</p> <ul style="list-style-type: none"><li>• it is not and has never been a police vehicle, taxi, rental or driving school vehicle;</li><li>• it was first registered and has always been registered in the United Kingdom and was manufactured for the United Kingdom market;</li><li>• it has not been written off by an insurance company or sustained accident damage;</li><li>• it does not have any outstanding finance except for the outstanding finance that the Verifying Retailer has fully disclosed to Manheim;</li><li>• that the recorded mileage is consistent with any mileage registered with any relevant agencies (including the Vehicle Operator and Services Agency (‘VOSA’) and the National Mileage Register (‘NMR’));</li><li>• it has 2 (two) sets of working keys; and</li><li>• it still has as a minimum of at least one month’s MOT remaining.</li></ul>
<b>“Charges”</b>	has the meaning given to it in the Schedule;
<b>“Company”</b>	has the meaning given to it in the Schedule;
<b>“Consumer”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Consumer Appraisal”</b>	has the meaning given to it in clause 3.1 of this Appendix;
<b>“Gated”</b>	means the date that a Vehicle is received at Manheim’s auction centre;
<b>“Losses”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Manheim Advance”</b>	has the meaning given to it in clause 8 of this Appendix;
<b>“Manheim Advance+”</b>	has the meaning given to it in clause 8 of this Appendix;
<b>“Manheim Direct”</b>	has the meaning given to it in clause 7 of this Appendix;

<b>“Purchase”</b>	
<b>“Manheim Underwrite”</b>	has the meaning given to it in clause 6 of this Appendix and the features described in this Appendix 3;
<b>“Manheim Underwrite+”</b>	has the meaning given to it in clause 6 of this Appendix and the features described in this Appendix 3;
<b>“Online Platform”</b>	The Company’s web platform;
<b>“Output Data”</b>	has the meaning given to it in clause 2 and 9 of this Appendix;
<b>“Provenance Material”</b>	has the meaning given to it in clause 7.4 of this Appendix;
<b>“Retailer”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Retailer Appraisal”</b>	has the meaning given to it in clause 3.5 of this Appendix;
<b>“Retailer Purchase”</b>	has the meaning given to it in clause 5 of this Appendix;
<b>“Roof Top”</b>	means each physical location of a Retailer;
<b>“Schedule”</b>	means the document that is titled EVA Services Agreement Schedule and that states the Services and the applicable Charges;
<b>“Services”</b>	has the meaning given to it in the Schedule;
<b>“Valuation”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Vehicle”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Verifying Retailer”</b>	has the meaning given to it in clause 3.6 of this Appendix;
<b>“WebApp”</b>	has the meaning given to it in Appendix 1 (eVA Services Terms and Conditions);
<b>“Working Days”</b>	a day other than a Saturday, Sunday or public bank holiday in the United Kingdom.

## 2. OVERVIEW

- 2.1. If the Company subscribes to eVA Lite Services, Manheim shall provide the Company with access to its in-store appraisal tool.
- 2.2. If the Company subscribes to eVA Premium Services or eVA Pro Services, Manheim provides a licence to and hosting of the WebApp. The WebApp will be embedded (via API integration or container solution) onto the Online Platform for the duration of, and in accordance with, the terms of this Agreement. The WebApp will enable:
  - 2.2.1. interface into Manheim’s used vehicle valuation algorithm (“**Algorithm**”); and
  - 2.2.2. subject to the category of Services contracted by the Company, use by the Company and Retailers of the Output Data as set out in clause 9 of this Appendix; and
  - 2.2.3. Manheim will provide support and maintenance services in accordance with clause 11 (Service Levels) of this Appendix.

### 3. APPRAISAL AND VALUATION

- 3.1. This clause 3 is applicable only to a Company subscribing to eVA Premium Services or eVA Pro Services.
- 3.2. A Consumer visiting the Online Platform will input their details onto the Online Platform and carry out an Appraisal of the Vehicle. The Appraisal is a set process in the WebApp with standard questions and fields to be completed, in order to allow the WebApp to generate a Valuation ("**Consumer Appraisal**").
- 3.3. The Valuation will be valid for a period of 7 days unless otherwise agreed between the parties. Subject to the category of Services contracted by the Company under this Agreement, longer term Valuations may be adjusted to account for depreciation.
- 3.4. The Valuation is based on the Consumer Appraisal and is dependent on the Consumer's accuracy and honesty in carrying out the Consumer Appraisal.
- 3.5. Subject to the category of Services contracted by the Company under this Agreement and the functionality of the Online Platform:
  - 3.5.1. the Consumer will then be given the option to part exchange the Vehicle for a new vehicle from any one of the Retailers; and
  - 3.5.2. the Consumer Appraisal will then be made available to the relevant Retailer. The Retailer will verify the accuracy of the Appraisal, the resulting Valuation and the condition of the Vehicle ("**Retailer Appraisal**").
- 3.6. The Retailer that has completed a Retailer Appraisal will be referred to as the Verifying Retailer.

### 4. ADDITIONAL SERVICES

- 4.1. The Verifying Retailer, subject to the category of Services provided by Manheim under this Agreement, may
  - 4.1.1. retain the Vehicle, by purchasing it from the Consumer subject to the terms of clause 5 of this Appendix ("**Retailer Purchase**"); or
  - 4.1.2. purchase the Vehicle from the Consumer and sell it to Manheim subject to the terms of clause 6 of this Appendix and Appendix 3 ("**Manheim Underwrite and Manheim Underwrite+**"); or
  - 4.1.3. require Manheim to purchase the Vehicle directly from the Consumer subject to the terms of clause 7 of this Appendix ("**Manheim Direct Purchase**"); or
  - 4.1.4. sell the Vehicle through a Manheim auction and utilise the Manheim Advance or Manheim Advance+ subject to the terms of clause 8 ("**Manheim Advance and Manheim Advance+**")

### 5. RETAILER PURCHASE

- 5.1. If the Verifying Retailer chooses to purchase the Vehicle from the Consumer and retain it, it will agree the purchase terms with the Consumer. Manheim shall not be a party to such Retailer Purchase contract.

### 6. MANHEIM UNDERWRITE AND MANHEIM UNDERWRITE+

- 6.1. Manheim Underwrite and Manheim Underwrite+ provide eligible Verifying Retailers the opportunity to sell Vehicles to Manheim for an agreed valuation.
- 6.2. Manheim Underwrite and Manheim Underwrite+ is only available for to subscribers to eVA Premium Services and eVA Pro Services and shall be subject to the terms of this Agreement (particularly Appendix 3). In addition, for Manheim Underwrite+, Verifying Retailers must be accepted in writing by Manheim.
- 6.3. Manheim may at its discretion remove the right to offer Manheim Underwrite and Manheim Underwrite+ at any-time.

### 7. MANHEIM DIRECT PURCHASE

- 7.1. In the event that Manheim agrees to purchase the Vehicle directly from the Consumer, Manheim will purchase the Vehicle from the Consumer subject to Manheim's part exchange terms and conditions (Appendix 4) and the terms of this clause 7.
- 7.2. The Verifying Retailer shall ensure that the Manheim's part exchange terms and conditions (Appendix 4) and Manheim's privacy policy are agreed by the Consumer in the WebApp.
- 7.3. All Valuations and (if applicable) any subsequent purchase of the Vehicle shall be based on:
  - 7.3.1. the information that the Verifying Retailer provides through the WebApp (which Manheim shall rely upon); and
  - 7.3.2. the Assumptions.
- 7.4. The Verifying Retailer shall:
  - 7.4.1. complete a Retailer Appraisal of the Vehicle;

- 7.4.2. establish proof of the Consumer's ownership (V5) of the Vehicle and authority to sell;
- 7.4.3. obtain and provide to Manheim proof that the Consumer has either owned the Vehicle for more than 3 months, or has purchased the Vehicle from an authorised retailer of the Vehicle's manufacturer (as opposed to an independent trader or garage);
- 7.4.4. identify any outstanding finance on the Vehicle and obtain settlement confirmation from the finance lender;
- 7.4.5. obtain information from Manheim approved registries that the mileage on the Vehicle is correct and that it is not stolen;
- 7.4.6. obtain express consent from the Consumer to share their details and the above information with Manheim, together the **Provenance Material**.
- 7.5. The Verifying Retailer will make the Provenance Material available to Manheim at least 7 Working Days before the agreed date for Manheim to collect the Vehicle.
- 7.6. If:
  - 7.6.1. the Vehicle does not correspond with the Assumptions; or
  - 7.6.2. the condition of the Vehicle is inconsistent with the Verifying Retailer Appraisal; or
  - 7.6.3. the Verifying Retailer has omitted to provide Manheim with any information that is or was likely to alter Manheim's decision to purchase the Vehicle; or
  - 7.6.4. the Consumer does not own the Vehicle; or
  - 7.6.5. Manheim, acting reasonably, is concerned that proceeding with the transaction may breach money laundering laws; or
  - 7.6.6. there is outstanding finance on the Vehicle that has not been fully disclosed to Manheim;  
Manheim shall have the right, acting reasonably, to refuse to purchase the Vehicle from the Consumer or if Manheim has already purchased the Vehicle from the Consumer, Manheim shall have the right to adjust the Valuation to take account of these factors and the Verifying Retailer shall pay an amount equal to the difference in the Valuation of the Vehicle based upon Manheim's adjusted valuation and the Valuation that had been agreed with the Consumer.
- 7.7. The Verifying Retailer shall hold the Vehicle at its risk until collected by Manheim or Manheim's agents. Title in the Vehicle shall pass from the Consumer to Manheim. The Verifying Retailer shall not have title to the Vehicle.
- 7.8. The Verifying Retailer shall make the Vehicle (together with the Provenance Material, keys and any other related Vehicle documentation and security devices) available for Manheim's inspection and collection on the date and time determined by Manheim.
- 7.9. It is acknowledged that the Provenance Material includes personal data of the Consumer and that the Verifying Retailer acts as Manheim's Data Processor for the provision of the Provenance Material. The parties shall comply with the data processing terms in Appendix 6.
- 7.10. The Verifying Retailer shall indemnify Manheim for any Losses that Manheim suffers as a result of any breach of the terms stated in this clause 7.

## **8. MANHEIM ADVANCE & MANHEIM ADVANCE+**

- 8.1. If Manheim has agreed to provide eVA Premium Services or eVA Pro Services, the Verifying Retailer shall subject to the terms of this Agreement be entitled to utilise Manheim Advance and Manheim Advance+
- 8.2. Manheim Advance and Manheim Advance+ allows a Verifying Retailer that has purchased a Vehicle to sell it through Manheim's auction centres subject to Manheim's standard auctions terms and the terms stated in this clause 8 (Manheim's standard auction terms can be accessed on its website [www.manheim.co.uk](http://www.manheim.co.uk)). In the event of inconsistency between the terms of this clause 8 and the standard auction terms, the terms of this clause 8 shall have priority.
- 8.3. In addition to the facility to sell a Vehicle using Manheim's auction centres, Manheim Advance and Manheim Advance+ provides the Verifying Retailer with a cash advance based on Manheim's estimated valuation of the Vehicle ('**Advance**').
- 8.4. Manheim's estimated valuation shall be based upon the Retailer Appraisal, subject to Manheim's right to adjust its estimated valuation if its inspection identifies inconsistencies between its appraisal and the Retailer Appraisal.
- 8.5. Under Manheim Advance, Manheim shall pay the Advance to the Verifying Retailer upon the Vehicle being Gated. Under Manheim Advance+, Manheim shall pay the Advance to the Verifying Retailer at the date of collection from the Verifying Retailer.

- 8.6. Upon a successful sale of the Vehicle at auction, Manheim shall (subject to clause 8.7 of this Appendix) remit to the Verifying Retailer, the sale price less its auction fees and less the Advance.
- 8.7. In the event that the Vehicle sells for less than the Advance and auction fees, the Verifying Retailer shall pay Manheim the difference between the sale price and the total of the Advance and the auction fees. This shall be paid to Manheim within 7 days of the date of Manheim's invoice.
- 8.8. In the event that the Vehicle does not sell at auction, the Retailer shall repay to Manheim the Advance and pay to Manheim any auction fees due to Manheim subject to the Manheim standard auction terms.
- 8.9. Manheim may, at its discretion, refuse to provide any Verifying Retailer with the Advance and Advance+ facility

**9. CATEGORY OF SERVICES AND FUNCTIONALITY OF THE OUTPUT DATA AND THE WEBAPP**

9.1. The Services provided to the Company and the Retailers will be dependent on the category of Services contracted under this Agreement. The different categories are described below:

Category name	Description
<b>eVA Lite Services</b>	Subject to the terms of this Agreement, if the Company has contracted for eVA Lite Services: <ul style="list-style-type: none"> <li>• it shall be able to access up to 50 car in-store Appraisals per month without charge excluding Manual Valuations;</li> <li>• Manual Valuations and training shall also be available at the prescribed rates.</li> </ul>
<b>eVA Premium Services</b>	Subject to the terms of this Agreement and payment of the Charges, if the Company has contracted for eVA Premium Services: <ul style="list-style-type: none"> <li>• the WebApp shall provide online car Valuations;</li> <li>• it shall be able to access up to 500 car in-store Appraisals per month; the WebApp shall provide the ability for each Retailer to access the Consumer Appraisals and complete a Retailer Appraisal;</li> <li>• the WebApp shall provide the ability for each Retailer to access to the lead generation function (This will provide details with any Consumer Appraisals completed on its Online Platform);</li> <li>• the WebApp may be 'white labelled';</li> <li>• the WebApp shall provide the functionality to enable Manheim Underwrite and Manheim Underwrite+;</li> <li>• the WebApp shall provide the functionality to enable Manheim Advance and Manheim Advance+;</li> <li>• for any Vehicle being sold by a Verifying Retailer to Manheim, the Verifying Retailer may request Manheim to settle any outstanding finance.</li> </ul>
<b>eVA Pro Services</b>	Subject to the terms of this Agreement and payment of the Charges, if the Company has contracted for eVA Pro Services it shall have access to the services stated under eVA Premium Services and:

	<ul style="list-style-type: none"> <li>• the WebApp shall provide unlimited car vehicle Appraisals;</li> <li>• the WebApp shall provide unlimited access to Consumer Appraisals and the ability to complete Retailer Appraisals;</li> <li>• the WebApp shall enable future Valuations up to 6 months;</li> <li>• the WebApp may have customization of its rules;</li> <li>• the WebApp will permit certain third party integrations;</li> <li>• the Valuations tool can be adjusted in collaboration with the Company to more accurately value known repair costs.</li> </ul>
--	---

9.2. Manheim will take reasonable steps to ensure the WebApp is accessible through defined web services in line with the agreed availability and response time requirements set out in Clause 10 of this Appendix.

9.3. For eVA Premium and eVA Pro customers, the WebApp will display:

9.3.1. information inputted by the Consumer on the Online Platform, which is required by Manheim and/or for the Retailer to undertake Appraisal and Valuation;

9.3.2. (if Manheim is underwriting the Vehicle) provenance results, with the ability for the Company or the Retailer to check these results;

9.3.3. the ability for the Company or the Retailer to comment on the Vehicle's condition and the Valuation;

9.3.4. instructions for the Retailer to use the WebApp effectively.

9.4. For eVA Premium and eVA Pro customers the Retailer may increase the Valuation if it wishes to make a contribution to the purchase price of the Vehicle. The Retailer can choose to make its contribution to the Valuation invisible to the Consumer. For the avoidance of doubt, any Valuation used by Manheim to for the purposes of calculating its purchase price of a Vehicle shall not include the any such Retailer contribution.

## 10. SUPPORT AND MAINTENANCE SERVICES

10.1. Manheim will provide support and maintenance services in respect of the WebApp.

10.2. Manheim will provide a helpdesk through which issues with the WebApp and/or Algorithm can be reported by the Company.

## 11. SERVICE LEVELS

11.1. Subject to the terms of this Agreement, Manheim will use reasonable endeavours to provide the Services in accordance with the Service Levels detailed in the table below.

11.2. Table of Service Levels:

Area	Description	Service Levels	Measurement
Hosting services	Availability of the WebApp	(a) between 6am and midnight – 99.95%  (b) from midnight to 6am - 85%.	measured monthly by reference to minutes of unavailability during the applicable month and will exclude planned maintenance
Planned maintenance	WebApp  Algorithm	planned maintenance will as far as reasonably practicable take place outside of the core hours of 07:00AM to 07:00PM - 99%  planned maintenance will as far as reasonably practicable take place	measured monthly

Area	Description	Service Levels	Measurement
		outside of the hours of 06:00AM to 10:PM	