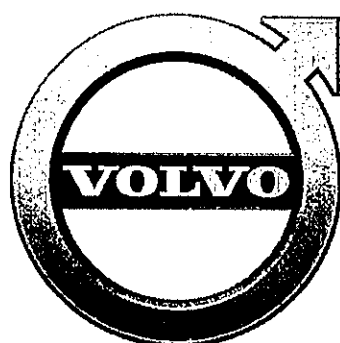


DATED

2015



WHITE LABEL FINANCE COOPERATION AGREEMENT

THIS AGREEMENT is made on

11 December 2015

BETWEEN

- (1) **VOLVO CAR DISTRIBUTION (SHANGHAI) CO., LTD.**, a company incorporated under the laws of THE P.R. CHINA, registration number 310000400580845 having its registered office at Room 205,207, No.200, Huiyuan Road, Jiading District, Shanghai, the P.R.China ("Volvo"); and
- (2) **GENIUS AUTO FINANCE CO., LTD.**, a company incorporated under the laws of THE P.R. CHINA, registration number 310000400777581, having its registered office at Room 901, 904, No.308 Jinkang Road, China (Shanghai) Pilot Free Trade Zone. ("The Partner ")

(Individually referred to as a "Party" and collectively as the "Parties").

BACKGROUND

This Agreement (and any other agreements expressly contemplated by it) sets out the terms on which the Partner has agreed to supply Services to Volvo Dealers and End Customers, including (1) Wholesale Finance to Volvo Dealers to assist them to buy vehicles from Volvo to sell on to End Customers and (2) Retail Finance to End Customers to assist them to buy vehicles from Volvo Dealers.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this finance cooperation agreement, together with its Schedules;

"**Applicable Laws**" means any legally binding applicable laws, regulations, rules, codes of practice or orders which relate to the provision of the Services from time to time;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which the Partner is open for business. For avoidance of doubt, any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day;

"**Change of control**" means a change in which Geely no longer directly or indirectly owns at least 50% of the share capital or of the voting rights in the Partner, it being understood that Volvo Car's entry to the capital of the Partner either directly or indirectly would not constitute a change of control in application of such definition;

"**Commencement Date**" means [18 February 2016

"**Customer Contract**" means an agreement entered into between the Partner and an End Customer under the terms of which the Partner agrees to provide the End Customer with Retail Finance;

"Customer Data" means all data relating to End Customers or prospect End Customers supplied by Volvo or a Volvo Dealer to the Partner or coming to the knowledge of the Partner as a result of the performance of this Agreement;

"Data Protection Legislation" means all laws and regulations applicable in the relevant Market in connection with the processing of Customer Data and privacy protection;

"Dealer Agreement" means a franchise dealer agreement between Volvo and a Volvo Dealer;

"Dealer Credit Limit" means the maximum amount of the credit line which will be provided by the Partner to Volvo Dealers under the Wholesale Finance;

"Demo Vehicles" means any Volvo Vehicles registered by a Volvo Dealer and used as demonstrators, courtesy cars, management cars and similar vehicles;

"End Customer" means any person buying a Volvo Vehicle or a Used Volvo Vehicle from a Volvo Dealer;

"Exit Plan" has the meaning set out in Clause 22.1(c);

"Initial Term" has the meaning set out in Clause 2.1;

"Insolvency Event" means any of the following events:

- (a) a person is unable, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due, over indebted, in a state of impending illiquidity or to be otherwise insolvent;
- (b) a person is required by law to file for insolvency;
- (c) a person admits its inability to pay its debts as they fall due;
- (d) a person suspends making payments on any of its debts or announces an intention to do so;
- (e) a person, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (f) a moratorium is declared in respect of any indebtedness of any person; or
- (g) the value of the assets of any relevant person is less than its liabilities (taking into account contingent and prospective liabilities);

"Market" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan);

"Marketing Materials" means marketing materials or communications including any promotional literature, advertisements, or associated documents prepared for the purpose of marketing or selling Retail Finance;

"Quality Certificate" means the vehicle quality certificate for domestically produced Volvo Vehicles and vehicle import certificate and inspection certificate for imported Volvo Vehicles.

"Quarter" means a period of three (3) consecutive calendar months ending on any of 31 March, 30 June, 30 September or 31 December as the case may be;

"Records" means the books, records, documents, correspondence (whether electronic or otherwise) relating to the Partner's obligations under this Agreement;

"Regulatory Body" means any competent governmental, statutory or regulatory body having regulatory or supervisory authority jurisdiction or control over either Party in relation to the fulfilment of their obligations hereunder;

"Retail Finance" means the provision by the Partner of loans and other financing to End Customers to assist them to buy Volvo Vehicles and Used Volvo Vehicles from Volvo Dealers;

"Retail Finance Terms" has the meaning set out in Clause 6.2;

"Retail Sales" means Volvo's yearly published retail category sales, less any:

- (a) sales under Volvo's employee car schemes;
- (b) tax free sales direct by Volvo (or through its agents) to military, tourist and diplomatic customers; and
- (c) other sales direct by Volvo to customers (rather than through a Volvo Dealer);

"Service Levels" means the standards of service set out in Schedule 5;

"Services" means the services to be provided by the Partner being Retail Finance, Wholesale Finance and the other services more particularly described in this Agreement;

"Wholesale Subsidy Period" has the meaning set out in Clause 5.3;

"Wholesale Subsidy Period Terms" has the meaning set out in Clause 5.3;

"Trade Mark Licence" means the trademark licence agreement to be entered into between VCC and the Partner;

"Unbankable Dealer" has the meaning set out in Clause 5.14;

"Used Volvo Vehicle" means a Volvo vehicle with more than delivery mileage or that has already been registered to an owner;

"VAT" means value added tax and any other applicable tax or duties that may arise from time to time;

"VCC" means Volvo Car Corporation a company incorporated under the laws of Sweden, registration number 556074-3089, having its registered office at Avd 50090 HB3S 40531, Gothenburg, Sweden;

"Vehicle Price" means the respective total invoiced price per Volvo Vehicle including VAT and any applicable taxes;

"Volvo Dealer" means an enterprise (including sole proprietorships, commercial partnerships and corporate entities) with registered office and principal business in the Market that is authorised under the terms of a Dealer Agreement to sell Volvo Vehicles to End Customers;

"Volvo Vehicle" means any new car sold or to be sold by Volvo to a Volvo Dealer;

"Wholesale Finance" means the provision by the Partner of loans and other financing to Volvo Dealers to enable them to buy Volvo Vehicles from Volvo;

"Wholesale Facility Agreement" means an agreement between the Partner and any Volvo Dealer setting out the terms on which the Partner will provide the Volvo Dealer with Wholesale Finance, such agreement to include the Wholesale Finance Terms; and

"Wholesale Finance Terms" has the meaning set out in Clause 5.2.

1.2 In this Agreement, unless the contrary intention appears, a reference to:

- (a) A provision of law is a reference to that provision as extended, applied, amended or re-enacted from time to time and includes any subordinate legislation;
- (b) A Party or any other person includes its successors in title, permitted assigns and permitted transferees;
- (c) A phrase introduced by the words including, includes, in particular, for example or similar, shall be construed as illustrative and without limitation to the generality of the related general words; and
- (d) The singular includes the plural and vice versa.

1.3 If there is any conflict between the Clauses and the Schedules or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) The Trade Mark Licence;
- (b) The Clauses of this Agreement;
- (c) The Schedules to this Agreement; and
- (d) Any other document referred to in this Agreement (other than the Trade Mark Licence).

2. DURATION

2.1 This Agreement shall commence on the Commencement Date and shall continue for an initial term of three (3) years ("**Initial Term**") and then continue unless and until terminated by either Party on at least six (6) months prior written notice without cause (such notice to expire no earlier than the end of the Initial Term), such renewal to be

priorly approved by (i) the regulators (i.e. The Stock Exchange of Hong Kong Limited and Securities and Futures Commission of Hong Kong) of Geely Automobile Holdings Limited, and (ii) the independent shareholders of Geely Automobile Holdings Limited in the same conditions as per Clause 34 if applicable to Volvo at that time.

3. COOPERATION

3.1 Volvo shall:

- (a) encourage actively and diligently the Volvo Dealers to use the Partner for Wholesale Finance and Retail Finance; and
- (b) according to the regional coverage agreed with Volvo, for a financed Volvo Dealer, do its best effort to grant subsidies to the benefit of this specific Volvo Dealer in order to promote the Wholesale Finance to such Volvo Dealer offered by the Partner, and, if applicable to other banks, have the Volvo Dealers benefit from the comparable subsidies policy in relation to Wholesale Finance offered to the Volvo Dealers; and
- (c) for Volvo Dealers that are covered by Retail Finance, promote Retail Finance to End Customers and, if applicable to other banks, have the End Customers benefit from the comparable subsidies policy for promotional campaigns in relation to Retail Finance offered to the End Customers for comparable products and offers.

provided that the final choice of financial partner shall always be made by the Volvo Dealer or the End Customer. Without prejudice to Clause 5.5 below, the Partner acknowledges that it shall not be an exclusive provider of the Services in the Market and that other providers are and will also be appointed by Volvo to provide the Services.

4. LENDING RISK

- 4.1 The Partner acknowledges and agrees that the lending risk for Wholesale Finance and Retail Finance shall be solely the Partner's, and Volvo shall have no liability whatsoever to the Partner or any other third party for any costs, losses or liabilities that the Partner or any other third party may incur as a result of the Partner providing Wholesale Finance to Volvo Dealers or Retail Finance to End Customers.
- 4.2 All lending risk assessments and decisions shall be the sole responsibility of and made by the Partner. The extension of financing in any form to any Volvo Dealer or any End Customer is subject to a satisfactory credit risk assessment in accordance with the Partner's credit risk management procedures and all other internal risk policies as from time to time amended at the sole discretion of the Partner.

5. WHOLESALE FINANCE

- 5.1 The Partner will make available to all Volvo Dealers according to regional coverage agreed with Volvo Wholesale Finance which supports Volvo's sales objectives in the Market and the long-term competitiveness and sales volume of the Volvo Dealers.
- 5.2 Without prejudice to the terms of Article 4.2 above, from the Commencement Date the Partner shall analyse and, if the case may be, approve the credit line application from

Volvo Dealers, according to the risk control process with Wholesale Finance up to the amount of the Dealer Credit Limit on the terms set out in Schedule 2, such terms being the **"Wholesale Finance Terms"**. The Wholesale Finance Terms may only be changed during the term of this Agreement with the prior written consent of Volvo.

- 5.3 Volvo may from time to time offer Volvo Dealers support with their vehicle financing and stocking costs and may choose to pay the interest accruing under a Wholesale Facility Agreement on the Volvo Dealer's behalf for an agreed period of time, being the **"Wholesale Subsidy Period"**. The terms on which Volvo shall pay the Partner interest during any Subsidy Period are set out in Schedule 4, such terms being the **"Wholesale Subsidy Period Terms"**. The Subsidy Period Terms may only be changed during the term of this Agreement with the prior written consent of Volvo.
- 5.4 To assist the Partner to decide whether to offer financing to Volvo Dealers, Volvo shall (to the extent permitted by law) use its reasonable endeavours to provide any information on Volvo Dealers that the Partner may reasonably request.
- 5.5 The Partner shall provide sufficient Wholesale Finance credit lines to any Volvo Dealer up to the relevant Dealer Credit Limits provided that the Partner has received all necessary information to decide whether to offer such credit. If the Partner cannot meet the credit lines requests from Volvo or Volvo Dealers, the Partner shall communicate the reasons to Volvo. If Volvo notices that any Volvo Dealer that has cooperative relationship with the Partner has used a different financial service provider other than the Partner for the purchase of a Volvo Vehicle, Volvo shall notify the Partner in a manner agreed by the Parties. Detailed operational procedures in this respect shall be set forth in the Wholesale Finance Operation Manual (Schedule 7).
- 5.6 There shall be a monthly meeting between the Parties to review Wholesale Finance risk matters including risk dealers, network changes and any relevant pending actions.
- 5.7 Dealer Credit Limits shall be renewed (or not as the case may be) by the Partner at six or twelve month intervals as appropriate, depending on the dealer rating. Dealer Credit Limits may be changed by the Partner, acting in accordance with its internal risk policies.
- 5.8 The Volvo Dealer shall, through the Volvo's vehicle ordering system, request to order the Volvo Vehicles and propose that such an order to be financed by the Partner. Volvo will then check the latest credit line limit of the Volvo Dealer provided by the Partner. If the amount of the order is within the latest credit line limit of the Volvo Dealer provided by the Partner, Volvo will confirm the order with the Volvo Dealer. Once Volvo confirms the order and send out the notice thereof to the Partner by means as agreed by the parties, the Partner shall be obliged to, by way of payment of loan proceeds under Wholesale Finance to the Volvo Dealer, pay Volvo the purchase price of corresponding Volvo Vehicles on behalf of the Dealer.
- 5.9 Volvo shall ensure that the Quality Certificates supplied to Partner or a third party designated by the Partner according to the relevant policies of the Partner are authentic and unique to particular Volvo Vehicles. Should any Volvo Dealer request Volvo for an amendment or reissuance of any Quality Certificate, Volvo shall obtain written approval from the Partner before proceeding with such request.
- 5.10 The Partner will finance vehicles during transportation and Volvo shall insure the vehicles on behalf of the Volvo Dealers. The Partner shall ensure that the rights deriving from the insurance policy be assigned in its favour. Volvo will acknowledge

such assignment of the rights deriving from the insurance policy upon receipt of the relevant written evidence, according to which the insurance proceeds will be transferred to the Partner. Moreover, neither the Partner nor Volvo shall bear any risk or cover any losses that could result from an event of force majeure or a change in law or regulation.

- 5.11 For the purpose of the implementation of Clauses 5.10, and 5.12, the Partner shall ensure that any necessary arrangement between the Volvo Dealers and the Partner be included in the Wholesale Facility Agreement and shall supply relevant written evidence together with notification to Volvo.
- 5.12 Should a Volvo Dealer fails to pay the Partner fully and duly any loans or other amounts under the Wholesale Facility Agreement, Volvo shall, to the extent that is permitted by law and will not give rise to any legal dispute with reasonable and legitimate cause of action, upon receipt of written notification from the Partner:
- (a) immediately suspend all the payments, payable by it to such Volvo Dealer (including but not limited to sales rebates, subsidies, compensation of vehicle price reduction, hereinafter referred to as the "Payment"), against the loans and other amounts due but unpaid by such Volvo Dealer to the Partner;
 - (b) diligently work together with the Partner, whilst prioritizing the protection of the customers interest who bought in good faith, to find a solution to settle the unpaid amounts due by such Volvo Dealer to the Partner; the modality of the transfer of the Payment to the Partner shall be worked out between the Parties; and
 - (c) suspend the delivery and handover of the ordered Volvo Vehicles (including Volvo Vehicles in transit) to such Volvo Dealer.
- 5.13 Without prejudice to its undertaking in Clause 5.4 and 5.14, at any time, Volvo shall provide to the Partner any pieces of material information relating to the Volvo Dealers Volvo is aware of, including any piece of information on any insolvency event occurring with respect to a Volvo Dealer, any fraud event, bankruptcy or bad debt of a Volvo Dealer, a Volvo Dealer ceasing to be a Volvo Dealer, and any breach by a Volvo Dealer of its material obligations under any agreement entered into with Volvo.

In the event of a failure by Volvo to inform the Partner within 2 Business Days of the termination of the Dealer Agreement between Volvo and the Volvo Dealer, Volvo shall indemnify and hold harmless the Partner against any direct losses incurred by the Partner under the Wholesale Facility Agreement which would not have occurred should Volvo had duly informed the Partner.

In the event of a breach by a Volvo Dealer of its material obligations under the Dealer Agreement, within 2 Business Days after Volvo is aware of it, Volvo shall immediately inform the Partner; if not, Volvo shall indemnify and hold harmless the Partner against any direct losses incurred by the Partner under the Wholesale Facility Agreement which would not have occurred should Volvo had duly informed the Partner.

For the purpose of this Clause, a breach by a Volvo Dealer of its "material obligations" under the Dealer Agreement shall mean any insolvency or bankruptcy occurring with respect to a Volvo Dealer of which Volvo should reasonably be deemed to be aware of in the course of its business with such Volvo Dealer.

- 5.14 The Dealer Credit Limit may be cancelled by the Partner (such cancellation to be immediately communicated to Volvo) if the Volvo Dealer becomes an **"Unbankable Dealer"** for any of the following reasons and Volvo will assist the Partner to reduce its exposure.
- (a) The Volvo Dealer falls into arrears with a payment obligation by more than one (1) Business Days and such payment is not made by the Volvo Dealer within a further one (1) Business Days;
 - (b) The Volvo Dealer falls into arrears with any material down payment by more than ten (10) Business Days and such payment is not made by the Volvo Dealer within a further five (5) Business Days;
 - (c) An Insolvency Event occurs with respect to the Volvo Dealer;
 - (d) The Volvo Dealer commits any act which results in the security rights being granted pursuant to or in connection with any Wholesale Facility Agreement being materially prejudiced or terminated;
 - (e) The Volvo Dealer breaches any material term of any Wholesale Facility Agreement, and for the purposes of this Clause the provision of false financial or corporate information shall be considered material;
 - (f) The Partner becomes aware of a history of fraud, bankruptcy or bad debt of the Volvo Dealer;
 - (g) The Partner experiences unsatisfactory floor checks, or direct debits are found to be rejected;
 - (h) The Volvo Dealer ceases to be a Volvo Dealer;
 - (i) The Volvo Dealer does not meet any of its material obligations under any agreement to which it is a party, including but not limited to the failure to pay back all amounts financed by the Partner together with all corresponding interests and fees on the date of sale/transfer of ownership of the Vehicle by the Volvo Dealer ("Pays as Sold"), whether entered into pursuant to or in connection with this Agreement or not;
 - (j) The credit risk assessment of the Volvo Dealer made by the Partner pursuant to Clause 4.2 is, or becomes, in the Partner's reasonable opinion unsatisfactory; or
 - (k) The Volvo Dealer fails to pass the compliance checks performed by the Partner.
- 5.15 Volvo shall notify the Partner as soon as is reasonably practical if it receives notice that any of the circumstances set out above have occurred.
- 5.16 The Partner shall ensure that the Wholesale Finance Terms are market competitive at all times during the term of the Agreement.
- 5.17 The Partner will make its best efforts to offer to Volvo Dealers competitive Services according to its general product policy. However the Partner shall remain the sole decision maker for the final pricing to be applied to the Volvo Dealers.

For the purpose of this Clause "competitive Services" shall mean services which accessibility, , characteristics, speed of processing and other distinctive criteria are consistent with the auto finance market practice, and which pricing shall be higher than PBOC lending base rates for similar types of loans, all other offer components being comparable. However, should Volvo consider that the Wholesale Finance Terms are not competitive, it will notify the Partner and both Parties shall discuss in good faith in order to find a reasonably satisfying solution.

6. RETAIL FINANCE

- 6.1 The Partner will make available to End Customers through the Volvo Dealers a full range of Retail Finance offering competitive rates and terms for the End Customers.
- 6.2 From the Commencement Date the Partner shall provide Retail Finance to Volvo Dealers and End Customers on the terms set out in Schedule 3 being the "**Retail Finance Terms**". The Retail Finance Terms may only be changed during the term of this Agreement with the prior written consent of Volvo.
- 6.3 The Partner will make its best efforts to offer to End Customers competitive Services according to its general product policy. However the Partner shall remain the sole decision maker for the final pricing to be applied to the End Customers.

For the purpose of this Clause, "competitive Services" shall mean services which accessibility, commissions paid to the dealers, characteristics, speed of processing and other distinctive criteria) are consistent with the auto finance market practice, and which pricing shall be higher than PBOC lending base rates for similar types of loans, all other offer components being comparable. However, should Volvo consider that the Retail Finance Terms are not competitive, it will notify the Partner and both Parties shall discuss in good faith in order to find a reasonably satisfying solution.

7. DISTRIBUTION OF REPOSSESSED VEHICLES

- 7.1 The Parties recognise that it is in both their interests to try to ensure an orderly sale of any Volvo Vehicles that the Partner has (for whatever reason) repossessed from any Volvo Dealer or End Customer. Volvo agrees to work with the Partner and to make its best efforts to assist the Partner to try to sell any such repossessed Volvo Vehicles to other Volvo Dealers. More particularly, once an event of default occurs to a Volvo Dealer, if the Partner will be entitled to repossess the financed Volvo Vehicles either in transit or already delivered in the point of sale of the Volvo Dealer, then according to the agreement between the parties, Volvo will coordinate to remarket the Volvo Vehicles to other Volvo Dealers.
- 7.2 In case, as described in Clause 7.1, that the Partner will repossess Volvo Vehicles, the Partner agrees not to sell or otherwise dispose of any such repossessed Volvo Vehicles without first giving Volvo a written pre-notice of the situation and its request at the first time. Volvo shall make a reply and provide a primary proposal of solution within fourteen (14) days upon receiving the notice from the Partner. The Partner shall follow reasonably Volvo's feedback or proposal. Both parties agree that in case of any objection, it should be solved by negotiation. Volvo shall give the primary proposal of solution within fourteen (14) days upon receiving the notice from the Partner; otherwise the Partner will have the right to deal with such Volvo vehicles through judicial process. However, for the avoidance of any doubt, Volvo shall not be under any obligation

whatsoever to buy back any vehicles from the Partner, any Volvo Dealer or any End Customer following the original sale of such Volvo Vehicles by Volvo.

8. SERVICE LEVELS

- 8.1 The Partner recognises that the Services are critical to the success of Volvo in the Market and the Services must be delivered in a manner that supports Volvo's sales and customer satisfaction objectives. The Partner shall provide the Services with the highest standard of skill and care and in accordance with the Service Levels.
- 8.2 Within seven (7) days of the end of each calendar month, the Partner shall produce and provide to Volvo a report detailing the Partner's performance against the Service Levels for that calendar month.

9. REMEDIATION

- 9.1 If there is a breach of any obligation of this Agreement by any Party, the breaching Party shall have ten (10) days to present a plan of action to the non-breaching Party and a further twenty (20) days to remedy such breach after receipt of a written notice from the non-breaching Party giving reasonable particulars of such breach.
- 9.2 Should a breach fails be remedied to the non-breaching Party's satisfaction within the timescales set out in Clause 9.1, the breach shall be escalated to senior management personnel of each Party who shall attempt in good faith to resolve how to rectify the breach.
- 9.3 If the senior management personnel of the Parties fail to resolve how to rectify such breach within fourteen (14) days of it being escalated to them, the breach shall be regarded as an irremediable fundamental breach of this Agreement and the non-breaching Party shall be entitled to terminate this Agreement with immediate effect by written notice.

10. FIELD TEAM

- 10.1 The Partner will employ a full time, dedicated field team of suitably qualified and experienced people who will work to support the delivery of the Services to Volvo, Volvo Dealers and End Customers and consistent with the Volvo Dealers coverage. In case of change to any member of the field team after the Commencement Date, the Partner shall be under the obligation to replace such field team member by an equally qualified and experienced person and subsequently notify Volvo in writing.
- 10.2 In particular, the Partner's field team will:
 - (a) Make themselves available to Volvo and Volvo Dealers and deal with any day to day queries relating to the Services;
 - (b) Work with and train Volvo Dealers to ensure that they are legally, effectively and proactively promoting Retail Finance to End Customers;
 - (c) Introduce other initiatives, incentives and products to increase the finance penetration; and
 - (d) Work with Volvo and its sales team to ensure that the Services are appropriate to support Volvo's and each Volvo Dealer's sales objectives.

11. BRANDING

- 11.1 On the date of this Agreement the Partner shall enter into the Trade Mark Licence. The Parties intend that the Partner shall provide the Services under the trading name "VOLVO Car Financial Service" or "VOLVO Car Finance", subject to the terms set out in the Trade Mark Licence.
- 11.2 If there is any conflict or inconsistency between the terms of this Agreement and its Schedules and the Trade Mark Licence, the terms set out in the Trade Mark Licence shall always prevail.

12. MARKETING

- 12.1 The Parties agree to work together to undertake promotional activities, incentives and training to increase the finance penetration and the sale of Volvo Vehicles in the Market.
- 12.2 Such activities shall include:
- (a) Performing regular competition monitoring on marketing actions involving financial solutions;
 - (b) Proposing specific commercial campaigns including financing solutions to help promote certain models or help launch new products;
 - (c) Participating in periodical joint marketing committees; and
 - (d) Promoting End Customer renewals through specific customer relationship marketing actions and tailor made products and campaigns.
- 12.3 From time to time the Parties may set up subsidised retail advertising and marketing campaigns, established exclusively for the promotion of Retail Finance.
- 12.4 The Partner shall bear all the expense for subsidised retail point of sale materials design and production.
- 12.5 The Partner shall ensure that all Marketing Materials created by it and Volvo comply with Applicable Laws and all such materials will be subject to Volvo's final approval before use.
- 12.6 The Parties shall set up a joint marketing fund for promoting the Partner's retail penetration in the Volvo network, the modalities of which, amounts and means of utilization, shall be mutually agreed with Volvo each calendar year. The Parties acknowledge that such joint marketing fund shall be initially used to support the joint marketing and advertising activities, dealer training and promotional campaigns.

13. RELATIONSHIP MANAGEMENT

13.1 The Parties shall:

- (a) Establish a working group of authorised representatives;
- (b) Adopt procedures for their cooperation as they deem appropriate; and
- (c) Meet at agreed intervals;

13.2 For the purpose of managing the relationship under this Agreement, Volvo shall report to the Partner about any plans for an increase or reduction in the size of the dealer network at regular intervals.

14. REPORTS

14.1 From time to time, subject to applicable laws and regulations, the Partner shall supply Volvo with the reports in such format as Volvo may reasonably require, including no less than the information set out in Schedule 6.

15. EXCHANGE OF INFORMATION

15.1 The Partner shall provide to Volvo all other information necessary to implement the Services subject to compliance with applicable laws and regulations.

15.2 Volvo shall provide the Partner the necessary information in order to enable the Partner to provide the Services subject to compliance with applicable laws and regulations.

16. CUSTOMER ACCESS AND NON-SOLICITATION OF CUSTOMERS

16.1 The Partner acknowledges that all Customer Data pursuant to this Agreement belong to both parties subject to PRC laws. Neither parties shall sell, trade, market or otherwise transfer any Customer Data to any third party (including its associated undertakings) without the prior written consent of the other party, except for any data transfer or disclosure to be made:

- (a) Pursuant to this Agreement;
- (b) For the Partner to meet its obligations under any Customer Contract;
- (c) Due to a request from a recognised Regulatory Body; or

16.2 Nothing in Clause 16.1 shall prevent the Partner from using the Customer Data. As a consequence, inter alia, the Partner shall be entitled to respond to an unsolicited communication by a Customer.

17. DATA PROTECTION

17.1 The Parties agree to comply with the obligations set out in Schedule 1.

18. INFORMATION TECHNOLOGY

The Parties agree that the cooperation can only be effectively operated if processes are IT-based. The Parties acknowledge that they shall make use of their respective current IT systems and each Party shall make the minor necessary adjustments to their IT systems in order to exchange data and communicate with each other. Each Party therefore shall adapt at its own costs (but only to the extent such costs are reasonable), where necessary, its IT in order to enable the electronic communication and data transfer and exchange at the possible earliest date within the cooperation period.

19. AUDIT

- 19.1 The Partner shall keep the Records at its address stated in this Agreement or such other address as notified to Volvo from time to time in writing.
- 19.2 Subject to applicable laws and regulations, Volvo shall be entitled on five (5) Business Days' notice whether during the term of this Agreement or up to two (2) years after, to have the right to ask the Partner provide the original copy of the records and make Volvo inspect and copy the Records in order to ascertain whether or not the Partner has complied with or is complying with this Agreement and to enable Volvo to satisfy regulatory obligations.
- 19.3 The provisions of this Clause 19 shall extend to files and data held in hard copy and in electronic format. If files and data are held in electronic format, the Partner shall provide Volvo with sufficient assistance to enable it to access such files and data and shall, if Volvo so requests, provide Volvo with copies of such files and data in such format as Volvo may reasonably request to allow it to access the same. The Partner shall also make available one or more of its managers or senior officials with the appropriate level of expertise and authority to answer Volvo's queries. For the avoidance of doubt, this right includes a right of review over the Partner's IT and infrastructure systems to ensure that they satisfy all reasonable security requirements.
- 19.4 Volvo shall, on termination of this Agreement, be entitled to keep copies of the Records as may reasonably be required by Applicable Laws.

20. THE PARTIES' REPRESENTATIONS

- 20.1 Each Party represents and warrants to the other Party that:
- (a) It is incorporated, formed or established and existing under the Company Law of the People's Republic of China and applicable regulations, and currently has the power to own its assets and carry on its business as it is now being conducted;
 - (b) It has the power to enter into, deliver, and exercise its rights and perform and comply with its obligations under this Agreement and to carry out the transactions contemplated by this Agreement and has taken all necessary action to authorise so doing;
 - (c) Its obligations under this Agreement are legally valid, binding and enforceable in accordance with their respective terms;

- (d) None of the circumstances described in the definition of Insolvency Event applies to it and no corporate action, legal proceeding or other procedure or step which results in or has the effect of the commencement of insolvency proceedings has been taken or, so far as it is aware, threatened in relation to it;
- (e) All authorisations required:
 - (i) for its entry into, exercise of its rights and performance and compliance with its obligations under, this Agreement;
 - (ii) to make this Agreement to which it is party admissible in evidence in the courts of the jurisdiction to which it has submitted in such Agreement; and
 - (ii) for it to carry on its business as it is being conducted,have been obtained or made and are in full force and effect.

20.2 Each Party shall:

- (a) ensure it has the right to conduct its business and obtain and maintain in full force and effect all material authorisations necessary for the conduct of its business and in terms of the Partner, the supply of the Services; and
- (b) comply with all Applicable Laws.

21. TERMINATION

21.1 In addition to Clause 2.1, Volvo may terminate this Agreement with immediate effect if:

- (a) an Insolvency Event in respect of the Partner occurs;
- (b) a Change of Control of Partner occurs;
- (c) the Partner materially breaches, or materially fails to comply with, this Agreement and such failure is not capable of remedy or is capable of remedy but is not remedied within thirty (30) days of Volvo giving the Partner written notice of such breach and subject to Clause 9; or
- (d) the Trade Mark Licence terminates for material breach by the Partner.

21.2 For the Partner, the following shall qualify as cause to immediately terminate this Agreement:

- (a) an Insolvency Event in respect of Volvo occurs; or
- (b) Volvo materially breaches, or materially fails to comply with, any of the terms and conditions under this Agreement or any other agreement entered into pursuant to or in connection with this Agreement and such failure is not capable of remedy or is capable of remedy but is not remedied within thirty (30) days of the Partner giving Volvo written notice of such breach and subject to Clause 9.

22. EXIT MANAGEMENT

- 22.1 As soon as notice to terminate this Agreement is served, prior three (3) months to the termination date, the Partner shall submit to Volvo an exit plan for its approval which shall set out:
- (a) in detail a timetable of activities to ensure orderly transition of the Services and transfer of any data to an alternative service provider or to Volvo itself, such timetable to allow for up to three (3) months for such processes after the date of termination of this Agreement;
 - (b) such measures as are necessary to ensure that no disruption in the supply of Services to Volvo occurs as a result of the termination or transition; and
 - (c) such other details as the Parties consider appropriate ("**Exit Plan**").
- 22.2 Any failure to agree an Exit Plan shall not prejudice the rights of Volvo pursuant to this Clause 22 and to an over-riding obligation on the Partner to provide all reasonable cooperation, information, access to premises and staff and assistance to ensure an orderly transfer of the Services and data to an alternative service provider or Volvo itself.
- 22.3 The Partner shall act and negotiate reasonably in agreeing the contents of the Exit Plan.
- 22.4 Volvo shall have the rights and obligations assigned to it in the Exit Plan, once agreed.
- 22.5 As soon as notice to terminate this Agreement is served, both parties shall start immediately to prepare the Exit Plan to ensure that it reflects the circumstances at the time and it shall be the responsibility of the Partner to ensure that it does.

23. PARTIAL INVALIDITY

If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions or of such provisions in any other jurisdiction. The invalid or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision.

24. COSTS AND EXPENSES

Unless otherwise expressly agreed herein, each Party shall bear its own costs, charges, fees and expenses incurred by it in connection with its preparation, execution, amendments and enforcement, in each case including fees for legal advisers.

25. ASSIGNMENTS

This Agreement and any rights and obligations hereunder may not be transferred or assigned in whole or in part without the prior written consent of the other Party.

26. AMENDMENTS

This Agreement and any of the terms herein may be amended, modified or waived only in writing in an agreement signed by the Parties.

27. NOTICES

- 27.1 The Parties acknowledge and agree that any communication in the day to day business regarding the operation of this Agreement can be conducted by email or any other way the Parties deem appropriate. However, any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by letter or in facsimile to the following addresses:

Volvo: Volvo Car Distribution (Shanghai) Co., Ltd.
9F Lujiazui Finance Plaza, No.1217 Dongfang Road
Pudong New District, Shanghai 200127, P.R. China
For the attention of: []

The Partner: Genius Auto Finance Co., Ltd.
Floor 9, No 308, Jinkang Road
Pudong New District, Shanghai 200127, P.R. China
For the attention of: Sales and Marketing Department

or to such other address as Volvo or the Partner may from time to time notify or may have notified to the other Party in writing.

28. APPLICABLE LAW AND JURISDICTION

- 28.1 This Agreement shall be governed by, and construed in accordance with, the laws of the People's Republic of China (excluding Hong Kong, Macau and Taiwan).
- 28.2 Should any dispute arise from or in connection with this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. In case an amicable settlement cannot be reached within 60 (sixty) days after commencing such consultations, the dispute shall be finally settled by arbitration by submitting the dispute to China International Economics and Trade Arbitration Committee ("CIETAC") Shanghai Sub-Commission (Arbitration Centre) for arbitration in Shanghai. The arbitration shall be conducted in accordance with the CIETAC arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon the parties. The arbitration proceedings shall be conducted in English and Chinese.

29. CONFIDENTIALITY

- 29.1 Before making any press release or similar voluntary announcement with respect to the subject matter of this Agreement, the Parties shall (or, in the case of public announcements required by applicable law or capital markets regulation, use their best endeavours to) agree the content of such press release or similar voluntary announcement.
- 29.2 The Parties agree to keep the terms of this Agreement or any other agreement entered into pursuant to or in connection with it, and the transactions contemplated by it and the terms and conditions of their cooperation, confidential except for disclosure to their respective advisers and auditors, mandatory disclosures to any governmental or stock

exchange bodies, and any other disclosure which is mandatory under applicable law or regulations. An intended disclosure other than to advisers and auditors shall be subject to the advance written consent of the other Party which may take or require measures, compliant with applicable law, in connection with such disclosure.

30. ENTIRE AGREEMENT

- 30.1 This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with within it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters.
- 30.2 Each of the Parties acknowledges and agrees that in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party in respect of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 30.3 Nothing in this Clause 30 shall operate to exclude any liability for fraud.

31. WAIVER AND CUMULATIVE REMEDIES

- 31.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant authorised representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 31.2 Unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by that Party is without prejudice to that Party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 31.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided for in this Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under this Agreement.

32. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

33. FURTHER ASSURANCES

Each Party shall at the request of the other, and at the cost of the requesting Party, do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

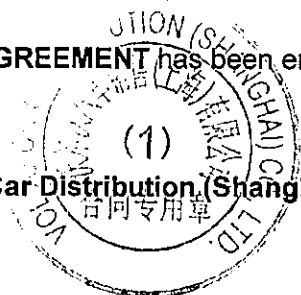
34. EFFECTIVENESS

After this Agreement has been signed by the Parties, this Agreement shall take effect upon (i) the approval of the independent shareholders of Geely Automobile Holdings Limited on the Partner's entry into and performance of this Agreement and (ii) the approval of the regulators (i.e. The Stock Exchange of Hong Kong Limited and Securities and Futures Commission of Hong Kong) of Geely Automobile Holdings Limited.

This Agreement is signed in 4 originals in English, and each party will have 2 copies of originals.

THIS AGREEMENT has been entered into on the date stated at the beginning by

Volvo Car Distribution (Shanghai) Co., Ltd.

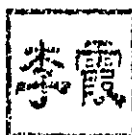


Genius Auto Finance Co., Ltd.

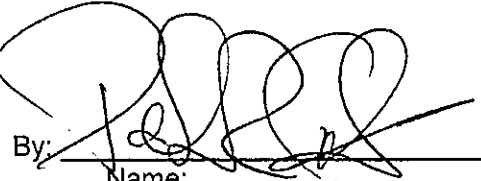
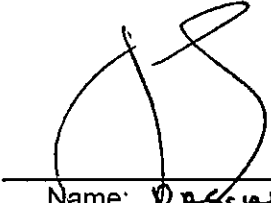


(Seal)

(Signature)



The following signatures are for Volvo internal approval purposes only. The Partner acknowledges that Volvo Car Corporation is not a party to this Agreement nor has any obligations or liabilities under it.

Approved	Approval date
By:  Name: _____ Title: Deputy CFO & Group Treasurer, Volvo Car Group	
By:  Name: <u>PASCAL BELLEMANS</u> Title: Vice President, Volvo Cars Financial Services	

The following signatures are for Volvo internal approval purposes only. The Partner acknowledges that Volvo Car Corporation is not a party to this Agreement nor has any obligations or liabilities under it.

Approved	Approval date
By: _____ Name: Title: Deputy CFO & Group Treasurer, Volvo Car Group	
By: _____ Name: Title: Vice President, Volvo Cars Financial Services	

SCHEDULE 1

Data Protection

1. DEFINITIONS

“Customer Data” means the policy and claim data which is provided to Volvo by the Partner in relation to this Agreement.

“Data Subject” means a natural person to whom the Customer Data relates.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Parties acknowledge that subject to the Data Protection Legislation, the Parties shall share all the Customer Data obtained under this agreement.
- 2.2 Any Party without the consent of the other party shall only process Customer Data in accordance with this Agreement and applicable laws and regulations, and could not use such data for the purposes not specified in this Agreement, it being understood that the Partner may at any time outsource such Customer Data for the purpose of processing them (the “Processing”) inside the territory of PRC in accordance with its operational and marketing needs. The Partner shall keep a record of any Processing of Customer Data it carries out on behalf of Volvo.
- 2.3 The Partner could determine, according to the practical situation, whether to comply with any request from Volvo requiring the Partner to amend, transfer or delete the Customer Data or not, provided such data is collected by Partner solely.
- 2.4 If any party receives any complaint, notice or communication which relates to the Processing of the Customer Data or to either Party's compliance with the Data Protection Legislation and the data protection principles set out therein, it shall immediately notify the other party and provide full co-operation and assistance in relation to any such complaint, notice or communication.
- 2.5 At Volvo's request, the Partner may provide to Volvo a copy of all shared Customer Data held by it in the format and on the media reasonably specified by Volvo.
- 2.6 Any party shall not transfer the Customer Data to any third party regardless of the Customer Data is transferred inside (except for the purpose of Processing as per 2.2 above) or outside the People's Republic of China without the prior written consent of the other party.
- 2.7 Any Party shall promptly inform the other party if any Customer Data is lost or destroyed or becomes damaged, corrupted, or unusable. Both parties shall restore such Customer Data at its own expense, unless such situation is caused by only one party, then such party should be responsible for such expense.
- 2.8 The Partner shall inform the customer that Volvo will use the relevant data of branded finance customers, and obtain the express approval of the customers.

3. THE PARTIES' EMPLOYEES

- 3.1 The Parties shall ensure that access to the Customer Data is limited to:
- (a) those employees who need access to the Customer Data to meet the Partner's obligations under this Agreement; and
 - (b) in the case of any access by any employee, such part or parts of the Customer Data as is strictly necessary for performance of that employee's duties.
- 3.2 The Parties shall ensure that all employees:
- (a) are informed of the confidential nature of the Customer Data;
 - (b) have undertaken training in the laws relating to handling Customer Data; and
 - (c) are aware both of their duties and their personal duties and obligations under such laws and this Agreement.
- 3.3 The Parties shall take reasonable steps to ensure the reliability of any of the Parties' employees who have access to the Customer Data.

4. RIGHTS OF THE DATA SUBJECT

- 4.1 Any Party shall:
- (a) provide the related Customer Data based on applicable laws, regulations if it receives a request from a Data Subject for access to that person's Customer Data;
 - (b) need to notify the other party within five (5) Business Days if the request contains any data related to the other party's. Any party is not allowed to disclose the Customer Data to any Data Subject or to a third party other than at the request of the other party or as provided for in this Agreement.

5. RIGHTS OF THE PARTIES

- 5.1 Any Party is entitled once a year, on giving at least three (3) days' notice to the other party, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Customer Data by the other Party.
- 5.2 The requirement under Paragraph 5.1 to give notice and the limitation on the frequency of the audit will not apply if any party believes that the other party is in breach of any of its obligations under this Schedule 1.

6. WARRANTIES

- 6.1 Both parties warrant that they shall:
- (a) process the Customer Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

- (b) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Customer Data and against the accidental loss or destruction of, or damage to, Customer Data.
- 6.2 Any party shall notify the other party immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Customer Data.
- 7. INDEMNITY**
- 7.1 Either party agrees to indemnify the other party against all costs, claims, damages or expenses incurred due to any failure by the party or its employees or agents to comply with any of its obligations under this Schedule 1.
- 8. APPOINTMENT OF SUB-CONTRACTORS**
- 8.1 Any party may only authorise a third party ("**Sub-Contractor**") to process the Customer Data:
 - (a) subject to the other party's prior written consent where any party has supplied the other party with full details of such Sub-Contractor;
 - (b) provided that the Sub-Contractor's contract is on terms which are substantially the same as those set out in this Agreement.

SCHEDULE 2

Wholesale Finance Terms

Scope	New Vehicles and Demo Vehicles and at a later stage used cars and any others assets (auto parts, and Volvo Dealer's showroom construction) as provided in the approved business scope of the Partner.
Threshold	Has the business license issued by administrative department for industry and commerce. DA ratio no higher than 80% Dealers and their senior executives do not have any defaults and poor credit records.
Dealer interest rate	Adopt and execute the interest rate agreed by both parties.
Dealer financing maximum duration	360 days, including the Subsidy Period. At the end of the period of Wholesale Finance or upon occurrence of certain events specified in the Wholesale Facility Agreement, the dealer shall have to repay the full financed amount to the Partner.
Type of securities	Security deposit, security over the Financed Dealers' vehicles stock, group dealer cross guarantee, guarantee, etc.

SCHEDULE 3

Retail Finance Terms

Scope	Volvo Vehicle and Used Volvo Vehicles
Loan term	Maximum 60 months The adjustments of loan terms need to be confirmed by both parties through email or written consent.
Pricing for End Customers	Implement Volvo quarterly sales incentive policy agreed price or both party agreed price, any adjustments need to be confirmed by both parties through email or written consent.
Type of securities	Mortgage over the End Customers' Vehicles, guarantee, etc.

SCHEDULE 4

Subsidy Period Terms

Subsidy Period Terms	According to Volvo quarterly sales incentive policy regarding to different vehicle models. The detailed program will be released through email or written notice.
Maximum Subsidy Period	Determined by Volvo quarterly sales incentive policy

SCHEDULE 5

Service Levels

Part 1 – Wholesale Finance Service Levels

Working hours Monday – Friday	9.00am to 5.00pm
Working hours Saturday, Sunday and public holidays	Closed
New dealer credit lines	To be established within 15-20 working days from receiving all required information depending on the complex of dealer files.
Requests for credit line reviews	Shall be handled within 10 working days (subject to receipt of required information), in accordance with the Partner's internal credit rules.
Transfer and clearance of funds at wholesale financing	to be effective with value date two working days after the credit assignment, if the assignment is done by 5.00pm
Payment remittance advice and other daily reports	To be provided to Volvo as Volvo's request
Financial holds	Shall be communicated to Volvo as soon as possible and, in any case before communicating it to the Dealer. Unless immediate action is required, at least five (5) calendar weeks' notice of potential holds shall be provided to Volvo.

Part 2 – Retail Finance Service Levels (dealer facing)

Working Hours Monday-Friday	9.00am – 7.00pm
Credit review	Get approval or conditional approval within 3 working days (subject to receipt of required information)
Settlement	Complete 100% settlement within 2 working days (subject to receipt of required information)
Value date	In accordance to the loan contract

Part 3 – Retail Finance Service Levels (End Customers)

Working Hours Monday-Friday	9.00am – 5.00pm. Closed Saturdays, Sundays and public holidays.
Phone response times	Answer 80% of End Customer phone calls within 20 seconds
Non-financial contract changes	Implement 80% of within 2 working days of receipt
Financial contract changes	Implement 80% of within 2 working days of receipt
End Customer complaints	Reply / acknowledge (not necessarily full and final response) within 3 working days to written (faxed/emailed)

SCHEDULE 6

Reports

DEFINITIONS:

Dealer Data including but no less than: Dealer name, Dealer code, Dealer contact information, etc.

Vehicle Data including but no less than: Model, Serial, VIN, Retail price, etc.

Loan Contract Data including but no less than: time to approval, settlement time, down payment ratio, loan amount, finance products, loan rate, subvention amount, etc.

<u>Report</u>	<u>Item</u>	<u>Frequency</u>	<u>Deadline</u>
Analysis report	Macro policy analysis	Yearly/Quarterly	The second working week after the end of business
	Performance analysis		
	Product analysis		
	Model analysis		
	Target customer analysis		
	Improvement plan		
Monthly report	Dealer Data	Monthly	Before the day of 2 nd of the next month
	Vehicle Data		
	Loan contract Data		
	Customer Data		
	Customer Delinquency analysis		

附件七

批售融资操作手册

1. 目的

本批售融资操作手册(“操作手册”)为沃尔沃汽车销售(上海)有限公司(“销售公司”)和吉致汽车金融公司(“汽车金融公司”)签署的品牌金融合作协议(“合作协议”)的附件七,旨在约定销售公司和汽车金融公司在批售融资方面的操作流程及合作细节,并将根据双方的约定不断改进,以使操作流程更加高效并满足双方需求。

2. 日常操作流程

通过销售公司和汽车金融公司的 IT 系统对接,并与目前销售公司操作流程高度整合。

a) 订车流程

与目前销售公司的流程基本一致。主要变化如下(亦请参见附表一之流程图):

- ✧ 汽车金融公司的 IT 系统发送沃尔沃经销商可用额度信息,汽车金融公司对该 IT 系统发送信息的真实性和完整性负责。该信息在销售公司的系统中转化为沃尔沃经销商可用额度信息,且销售公司将依赖该等可用额度完成订车流程。
- ✧ 沃尔沃经销商订车时选择汽车金融公司的授信额度支付车款。
- ✧ 销售公司财务部根据沃尔沃经销商的可用额度,审核订单和进行财务释放。汽车金融公司的系统每两小时获取该等信息,并再次审核是否付款。审核结果于十五分钟内反馈。一旦汽车金融公司审核通过,即确认承诺付款。

为订车之目的,汽车金融公司的 IT 系统开放时间:每个工作日早 8 点至晚 8 点。为避免疑义,销售公司将对通过其系统向汽车金融公司发送的订单信息的真实性和完整性负责,且汽车金融公司将依赖该等信息完成订车流程。

b) 车证文件交付

沃尔沃汽车(定义如下)的车证文件(定义如下)将根据不时告知销售公司的汽车金融公司风险政策随沃尔沃汽车发运交付沃尔沃经销商、汽车金融公司或汽车金融公司指定的第三方,或由销售公司物流部交付。

若沃尔沃经销商后续申请补办或修改车证文件,销售公司需事先征得汽车金融公司的书面同意。

沃尔沃汽车:指由沃尔沃经销商已经向销售公司购买的新车。

车证文件: 对于国产车, 指车辆合格证; 对于进口车, 指货物进口证明书、进口机动车辆随车检验单等具有同等效力的文件。

c) 订单取消及退车流程

对于沃尔沃汽车发运前的订单取消或者沃尔沃汽车发运后的退车, 一旦经过销售公司和沃尔沃经销商确认, 相应车款应从销售公司和沃尔沃经销商确认的当日汽车金融公司应付给销售公司的款项总额中扣除。当扣除之后汽车金融公司应付给销售公司的款项为负数时, 销售公司应向汽车金融公司支付该等款项。详情请见附表二之流程图。

d) 放款流程

对于在中午 12 时之前由销售公司相关 IT 系统发出的由汽车金融公司提供融资的沃尔沃汽车订单信息, 汽车金融公司在发出当日将款项直接划付至销售公司指定账户。对于在中午 12 时之后由销售公司相关 IT 系统发出的由汽车金融公司提供融资的沃尔沃汽车订单信息, 汽车金融公司在发出日后的 1 个工作日内将款项直接划付至销售公司指定账户。

3. 新经销商上线切换

汽车金融公司与沃尔沃经销商约定激活额度和上线日期后, 应提前书面通知销售公司并提供与销售公司和汽车金融公司协商一致的文件。上线前与上线当日的操作细节待双方另行商议。

4. 双方信息共享

a) 汽车金融公司向销售公司提供下述信息:

- ✧ 批售融资产品、操作流程的变化;
- ✧ 沃尔沃经销商额度报告;
 - 授信额度审批进展;
 - 授信额度的变化(激活、调整、冻结、取消);
 - 授信额度的使用状况(总额度 / 剩余额度 / 库存车辆清单);
- ✧ 沃尔沃经销商信用评级结果;
- ✧ 沃尔沃经销商违约及其他风险预警。

b) 销售公司向汽车金融公司提供下述信息

- ✧ 任何沃尔沃经销商出现经营危机的信号;
- ✧ 任何经销商协议的一般条款的且对汽车金融公司的业务具有重大不利影响的任何变更。该等信息将通过事先书面通知的方式提供给汽车金融公司;
- ✧ 车型和厂商指导价的变化;
- ✧ 使用汽车金融公司作为融资渠道的各沃尔沃经销商零售与批售年度目标、月度销量以及月末库存数;
- ✧ 沃尔沃经销商名单, 沃尔沃经销商入网和拟退网的信息更新或销售公司撤销

经销商的决定(须事先书面通知汽车金融公司);

- ◇ 更普遍的关于沃尔沃经销商的且可能对汽车金融公司的业务具有重大不利影响的任何法律、财务及会计信息。详细信息请参见合作协议第 5.14 款。

5. 关系管理

双方授权各自代表, 负责产品 / 流程改进、召集例会、应急事务处理、本操作手册更新版本的内部沟通等事宜。

- ◇ 销售公司: 金融服务部
- ◇ 汽车金融公司: 运营-批售信贷部

6. 本操作手册更新的授权签署

经双方各自授权, 本操作手册的更新版本, 只需由以下人员签署, 即可生效。

- ◇ 销售公司:
- ◇ 汽车金融公司:

7. 附件(另附)

- a) 附表一(沃尔沃 VCDC 销售订车, 交车及结算流程(金融公司融资模式))
- b) 附表二(沃尔沃退车流程(手工模式))

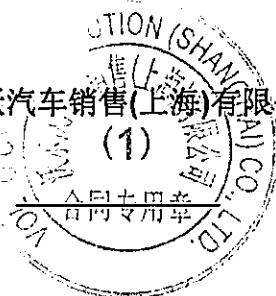
8. 其他

在本操作手册中使用的用语应当具有双方签署的合作协议所规定的含义。如果本操作手册的规定与合作协议的规定之间存在任何不一致, 应以本操作手册的规定为准, 并且本操作手册的未尽事宜, 应当适用合作协议的相关规定。

兹见证, 双方已由其授权代表签署本操作手册。

沃尔沃汽车销售(上海)有限公司

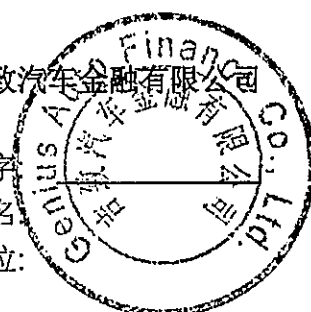
签字:
姓名:
职位:



(公章)

吉致汽车金融有限公司

签字:
姓名:
职位:



(公章)

REVIEW (SAP)
(DATE=DATE)

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SAP按确定的算法转化
为经销商可用资金

定时发送
已分配资金订单信息

REVIEW (SAP)
(DATE=DATE)

NO

REVIEW (SAP)
(DATE=DATE)

REVIEW (SAP)
(DATE=DATE)

REVIEW (SAP)
(DATE=DATE)

核对是否有足够额度

其他情况

有额度车辆

通知VDC另行处理

确认放款

定时发送经销商可用额度

REVIEW (SAP)
(DATE=DATE)

REVIEW (SAP)
(DATE=DATE)

系统初始化

系统启动

系统运行

系统运行

系统运行

系统运行

SAP确定的算法转化为
经销商可用资金

定时发送
已分配资金订单信息

系统运行

系统运行

系统运行

系统运行

核对是否有足够额度

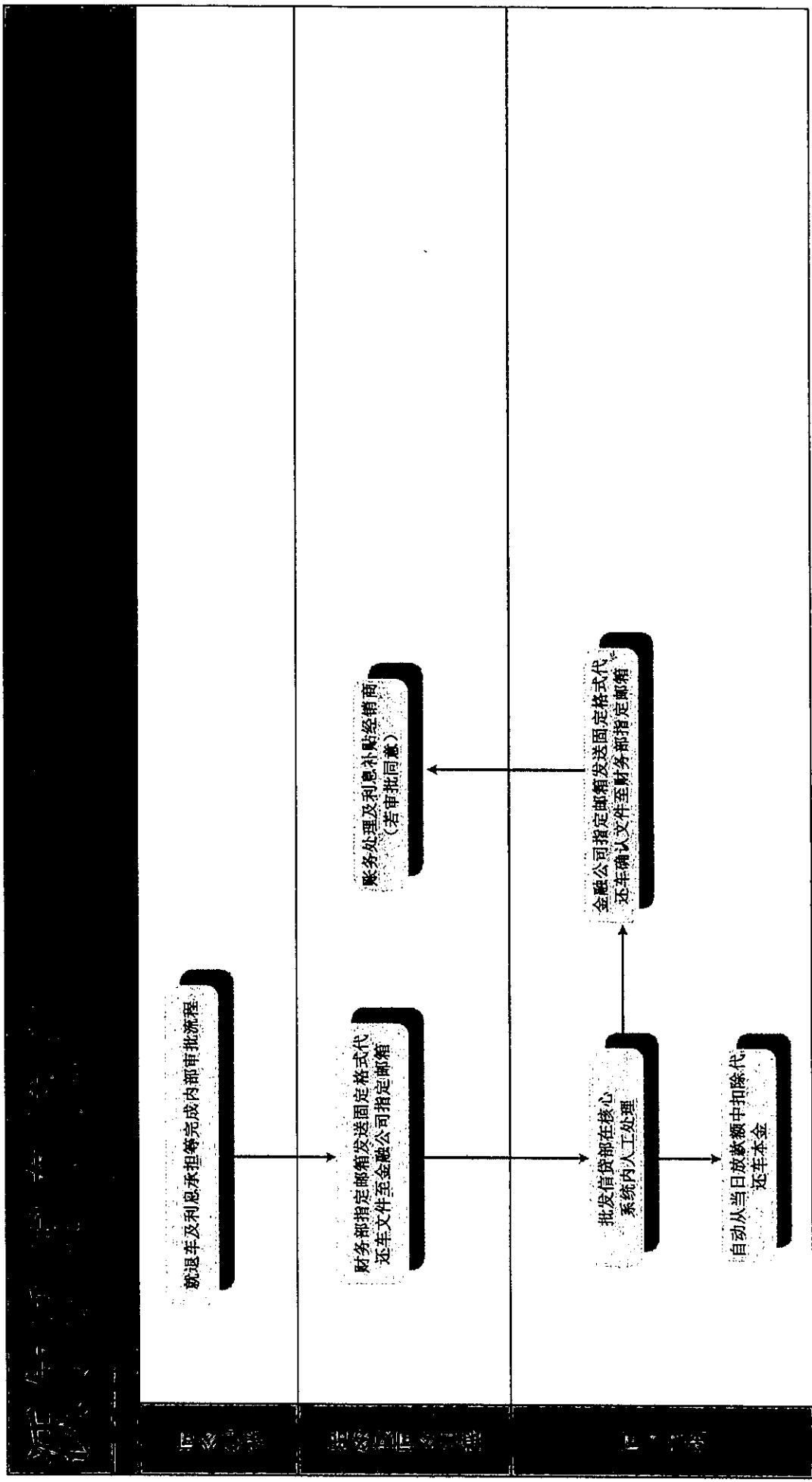
其他情况

有额度车辆

通知中意上
海另行处理

确认放款

定时发送经销商可用额度



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