

HANDBOOK OF BEST PRACTICES OF THE CÁMARA AHORRO PREVIO AUTOMOTORES (CAPA)

Brief description

This Handbook has been prepared to be distributed among all participants in the Savings Plan Market so that the general public understands its technical mechanism and the benefits of acquiring a 0km vehicle through this modality. It aspires to be an instrument that provides transparency to the activity.

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Why a Handbook of Best Practices?

La **Cámara Ahorro Previo Automotores (CAPA)** makes available to the general public and to participants in the automotive market in particular, this **Handbook of Best Practices**, which was developed under sectoral corporate social responsibility standards in line with modern guidelines on the matter. The objective of this handbook is to serve as an instrument of consultation and comprehensive information, promoting and strengthening knowledge about the Automotive Prior Savings Plan system.

The creation of this Handbook elevates the level of compliance with the public order regulation governing the activity, based on existing legislation aimed at protecting the rights of customers who have access to this savings tool to purchase a motor vehicle. Thus, the present instrument becomes a sufficient and effective demonstration of virtuous self-regulation, which, through its use, will improve service at each stage of the Savings Plan deployment, always with the certainty of working daily to achieve greater customer satisfaction and understanding, the central point of our entire value chain.

As we have mentioned before and in other words, one of the main keys to making the contracting as successful as possible is that all participants clearly understand what it is, what to expect, and what can happen throughout the life of the Plan, based on useful, understandable, and complete information, without concealing any part or essential aspect of the operation.

In this sense, the obligation of every Administrator consists of, either by themselves or through their official agents, duly authorized by them, providing sufficient information from the initial consultation and advice, that is, before the actual subscription, so that everyone finds conformity, satisfaction, security, and reliability concerning the adhesion process under this modality.

This is not only limited to the subscription process, but it extends throughout the entire life of the plan.

The above-mentioned situation does not imply ignoring the role that the client must play in good faith, as we will see, making an appropriate effort to understand the scope of the methodology, its conditions, and the obligations it entails.

For all these reasons, it will be necessary to establish a starting point in terms of defining concepts that must be known regarding the Savings Plan in general, along with the enumeration of the actors, their phases, their activities, etc.

Then, the main rights of the clients will be detailed, and finally, an enumeration of best commercial practices that are reckoned to be necessary to responsibly sustain the sectoral activity, within an expected level of satisfaction with the market as a whole.

I. What is an Automotive Prior Savings Plan?

1.1. Definitions

The Automotive Prior Savings Plan is a closed system through which a certain group of people makes a monthly contribution to a common fund for the acquisition of goods (in our case, motor vehicles), which will be awarded during the validity of the plan through raffle and tender according to the availability of funds in the group, being the most commonly used modalities, the ones of 84 and 120 months.

It is a system that, over the decades, has proven to be socially efficient for facilitating the acquisition of motor vehicles by clients and has generated benefits for consumers, the sector (official agents, the administrator, and the entire automobile industry), and Society as a whole.

1.2. Main Characteristics:

The Savings Plan is an auto-financing methodology with adjustable instalments according to the manufacturer's suggested retail price list, informed by the Terminal, without interest, for the acquisition of a 0km vehicle.

The system operates through the formation of closed groups of people (natural and/or legal persons), composed of twice as many participants as the number of instalments specified in the contract.

For example, in an eighty-four (84) instalment plan, the group will consist of one hundred and sixty-eight (168) people, and in a one hundred and twenty (120) instalment plan, the group will consist of two hundred and forty (240) people.

To be part of the same group, participants must have chosen the same number of instalments and the same characteristics of the plan offered by the Administrator. Note that some Administrators may offer heterogeneous groups (various models) and homogeneous groups (same model within the same group).

The members of a group do not know each other but act cooperatively, as the monthly instalment contributions they make compose the savings fund that enables the acquisition of vehicles.

To subscribe to a Savings Plan, it is necessary to check the adhesion mechanisms on the official Websites of each Administrator or visit an official agent of any of them.

It is recommended to visit the official website of each Administrator to learn about the plans and models offered and the contracting modality.

The adhesion contract that must be signed has already been previously authorized by the Inspección General de Justicia, which is the Regulatory Body for this activity.

Official agents are obligated to advise and explain in detail the characteristics of each product.

Once the group is formed, the adherent will begin to be called a Saver Subscriber and will start paying the instalments of their contract to be able to participate in the Awarding Acts.

The Awarding Act is held monthly. It is an administrative procedure audited by the Inspección General de Justicia, with the presence of representatives of the Administrator and the intervention of a Notary Public. Any subscriber can attend and witness it.

Likewise, Administrators will inform the Inspección General de Justicia about the date, time, and place of the awarding act and notify the subscribers through a note on the monthly payment coupon. Additionally, this information will be available on their websites.

It will be broadcast live via digital platforms so that all system participants can watch it and know the results without needing to attend in person. More information on how to watch the awarding act live can be found on each administrator's website.

There are two ways to become awarded:

- 1) Through Tender: each member of the group, voluntary, offers to pay a certain number of instalments.

The Subscriber that proposes the largest number is the one who is awarded the vehicle. In the event of equal offers, the winner will be determined based on the extraction order assigned to each subscriber in the raffle held during the same act.

The minimum amount of the tender is the value of one pure instalment, and the maximum amount is the debt of the plan.

2) Through Raffle. Each subscriber is assigned an order number when the group is formed. For example, in a group of 240 people (120 instalments), a number will be assigned to the group and a different one to each member, from 001 to 240. In this way, and through only one raffle, all the groups will participate.

There are also raffle modalities using electronic means approved by the Inspección General de Justicia.

The “ball” that comes out first is the Raffle winner. If that number has already been awarded in previous acts, or if it belongs to a client who has left the group, it moves to the next in order, and so on. Example:

Order Number in the Raffle	Order Number in the Group
1	008
2	006
3	005
4	004
5	009
6	010
7	003
8	002
9	001
10	007

It is important to note that, as a condition to participate in the Awarding Act, payments must be up to date, and the instalment of the previous month must be paid on time and in accordance with the deadlines stipulated by the Adhesion Application of each Administrator.

Once awarded and if the contract is not fully paid off, the subscriber must comply with the credit requirements established by the Administrator and sign a first-degree registered pledge contract for the remaining instalments in favour of the Administrator and continue paying the instalments until the plan is completed. Additionally, the corresponding Awarding Right fee must be paid. The subscriber must also arrange for vehicle insurance with the conditions set by the administrator regarding coverage, minimum policy term, and authorized companies.

It is important to note that the subscriber has the option to advance instalments at any stage of the plan, bearing in mind that if this is done during the saving stage, it may affect their chances if they wish to participate in future acts, as previously advanced instalments cannot be used for tender (maximum limit).

The subscriber enters the Plan by choosing a specific model. However, when awarded, they can opt for a Model Change, subject to availability and restrictions that may exist at the time of awarding and with prior authorization from the Administrator.

The Model Change can be to a vehicle of higher or lower value than that of the subscribed model.

If the Model Change is to a higher value vehicle, the price difference must be paid in cash.

Conversely, if it is to a lower value model, the price difference will cancel the last instalments of the plan, unless it is fully paid, in which case the difference will be refunded to the awardee.

The monthly instalments are interest-free but adjustable based on the price of the subscribed model, in national currency and according to the suggested retail price list informed monthly by the Automobile Terminal.

Therefore, the vehicle instalment is not fixed; it is variable.

For example, in a 100% plan of 84 months, the Aliquot will be 1.1905% of the unit value, and in a 120-month plan, it is 0.833%.

The pay stub includes various components, which may be as follows:

1. Aliquot or pure instalment: resulting from dividing the vehicle's value by the number of instalments in the plan
2. Administrative Fee
3. Subscription / Registration Right (prorated or not)
4. Life Insurance (for Natural Persons)
5. Taxes, rates or levies, as applicable, prorated or not.
6. Vehicle Insurance. Once the unit is delivered

There are plans called Reduced Instalment Plans, where the subscriber saves a percentage of the vehicle's value. For example, 80/20 – 70/30 plans, etc.

In a 70/30 plan, the client pays for 70% of the unit's value. When awarded, by any modality, they must pay the remaining 30% of the unit's value at that time, at the current list price.

The Official Agent is only authorized to collect the initial instalment and, if applicable, the awarding right (if the Administrator so decides).

Subsequent instalments, early cancellations, and any other concept related to the plan must be paid into the accounts of each administrator, without exception.

The subscriber can withdraw from the plan at any time (as long as they are in the saving stage). If they have picked up the unit, they are obligated to remain in the group until the entire debt is paid off.

If the subscriber has withdrawn from the plan, the paid instalments, minus any outstanding debts (both personal and group debts), will be refunded at the end of the contract term. The calculation of the amount to be refunded will be based on the current mobile value of the plan at the date of the group's last awarding act and according to the availability of the group's funds.

The Administrators and Automotive Terminals are not responsible for contracts or payments made outside their Network of Official Agents.

In general terms, the purpose of an Automotive Prior Savings Plan is to deliver all units to clients who have fulfilled the obligations stipulated in the adhesion contract and, in turn, to refund the net amounts to those who have resigned or were terminated, in accordance with the subscribed conditions and General Resolution IGJ No. 8/2015.

1.3. Control Authority:

The Prior Savings system is controlled by the Inspección General de Justicia (IGJ).

The function of this body is to ensure compliance with the regulations governing the activity, considering provisions related to consumer and corporate protection.

Thus, it permanently supervises the functioning of the Administrators through periodic and mandatory submissions established by current resolutions or through special requirements.

1.4. Participants in the Prior Savings system:

The parties involved in the Savings Plan are as follows:

- a) **The Administrator:** is the legal person that manages the group's funds, guaranteeing the system's proper functioning. In this regard, it collects monthly instalments, advance payments, and manages the vehicles awarded through raffle and tender with the Terminal.

It must faithfully enforce the contract based on its print and correct interpretation.

Additionally, it must resolve unforeseen situations equitably based on the mandate granted, considering the general interest of the group, the contract's purpose, and the particular interest of the subscriber.

It is a single-purpose anonymous society. The adhesion contract is between the subscriber and the Administrator.

- b) **Automotive Terminal:** is the legal person that produces or imports the cars to be purchased by each group of Subscribers.

Its function is to provide the vehicles to the group and ensure the delivery of the awarded vehicles.

- c) **Official Agents:** are the system's promoters and are responsible for the commercialization.

They are authorized to commercialize subscriptions, provide adequate information about their functioning, collect the first instalment, and, if authorized by the Administrators, collect the awarding right fee.

They advise the subscriber during the validity of the plan and receive vehicle orders once the plan is awarded. The vehicle delivery will be carried out at an official dealership.

- d) **Applicant**: is the person who, as a client, approaches an authorized channel and expresses their intention to subscribe to a Savings Plan contract. Any natural or legal person can request to join the system, provided they meet the requirements established by each administrator's contracts.
- e) **Subscriber**: by signing the Adhesion Application, and once it is accepted by the Administrator, the Applicant becomes a Subscriber
- f) **Savings subscriber**: is a client who is a member of an already formed Savings Plan group (identified with an order number within the group) and is paying the monthly instalments but has not yet been awarded a vehicle by raffle or tender.
- g) **Awarded Subscriber**: Is a member of a Savings Plan group and a client who wins the raffle or the tender.

To access the awarded vehicle, the subscriber must, in addition to continuing to pay the monthly instalments owed, fulfil the preliminary requirements set by each Administrator according to the previously agreed Conditions.

It is important to note that the awarded status can be lost if the client does not meet the Administrator's requirements to become an awardee within a certain period.

- h) **Awardee Subscriber**: Is a client who is a member of a Savings Plan group, has been awarded, and has received the vehicle.

In the contracts of some Administrators, the terms identified as f) and g) may be inverted.

- i) **Terminated Subscriber**: Is a client who is a member of a Savings Plan group whose plan has been terminated due to owing three instalments.

At the end of the group, the amounts contributed will be refunded, deducting a penalty of 4% (four percent) on the updated savings (sum of pure paid instalments) and the amounts owed to the Administrators or the group, such as accrued administrative expenses, the subscription right, prorated taxes, or life insurance premiums.

- j) **Resigned Subscriber**: Is a client who is a member of a Savings Plan group and, in their capacity as a saver, reliably communicates their decision to stop paying the instalments to the Administrator.

At the end of the group, the amounts contributed will be refunded, deducting a penalty of 2% (two percent) on the updated savings (sum of pure paid instalments) and the amounts owed to the Administrators or the group, such as accrued administrative expenses, the subscription right, prorated taxes, or life insurance premiums.

2. Stages of a Prior Savings Plan

2.1. Plan Subscription:

Once the client requests to join and be part of the system, they sign the adhesion application (in paper format or digitally through the Administrator's website), pay the first instalment and other planned charges (for example, the subscription or registration right).

The signed instrument is a model contract previously approved by the Inspección General de Justicia to guarantee its legality.

Each application is received by the Administrator, who checks the accuracy of the provided information and accepts or rejects it.

Once the appropriate number of subscribers is gathered, according to the chosen plan, a group number will be assigned where the subscriber will be included and, in turn, an order number for their identification.

In other words, this numbers combination will serve as personal identification throughout the life of the Plan.

2.2. Payment of instalments:

Once the group is established, the saver is obligated to pay the subsequent instalments on time and in the correct manner, until all the instalments stipulated in the contract are paid (if the Plan is for 84 months, then the remaining 83 instalments, having already paid the initial instalment at the time of subscription).

This obligation (to pay the instalment) is overarching since it continues throughout the entire Plan.

The total amount to be paid monthly will be specified in the statement provided by the Administrator to the subscriber each month via the payment stub. This payment stub will include the pure instalment calculated based on the current value of

the vehicle subject to the plan (suggested retail price informed by the Automotive Terminal) divided by the number of monthly instalments in the plan, plus other components. The other components referred to may include, for example, life insurance (for natural persons), other taxes and rates (prorated or not), administrative charges, and prorated subscription right.

In the cases of reduced aliquot plans (for example, 70/30), the pure instalment calculation will be based on the proportion defined in the "General Conditions of Contract" over the value of the object of the plan, divided by the number of monthly instalments in the plan.

As the suggested retail price of the vehicle subject to the plan is modified by the Terminal, the value of the pure instalment and other associated components will vary (this is the fundamental reason why the instalments may not be the same month to month).

Nonetheless, the total amount to be paid on the stub will remain valid until its due date, regardless of any variations in the vehicle's price. After the payment stub's due date, the vehicle's price at the time of payment will be considered for the payment allocation. Additionally, non-capitalizable interest will be added to the outstanding amount from the day after the instalment's due date until the actual payment date.

Once the vehicle is delivered, the automotive insurance will be included.

Administrators offer various channels for the client, in any situation regarding the Plan until its completion, to pay the received stub to fulfil their obligation to pay the instalment within the due dates. Those channels are listed on the payment stubs and the official websites of the Administrators.

2.3. Access to the units; awarding:

As previously mentioned, the primary goal of any plan is for the savers who are part of it to eventually receive the result of their efforts: a 0km vehicle.

However, the vehicle delivery occurs after a fundamental event has taken place, which -therefore- requires proper control, reliability, and transparency.

Thus, the monthly awarding, based on available funds, is conducted through a public event with the involvement of a public notary, where the raffle takes place and the highest tender offer is verified, as applicable.

2.4. Status as awarded:

Once the winners of the Awarding Act are determined, the necessary preliminary procedures specified by each Administrator will commence for processing the request and subsequent delivery of the vehicle requested by the subscriber.

The Awarded Subscriber can refuse the awarding, in which case the funds return to the group to be used in the next awarding event or to award the next winner of the same act.

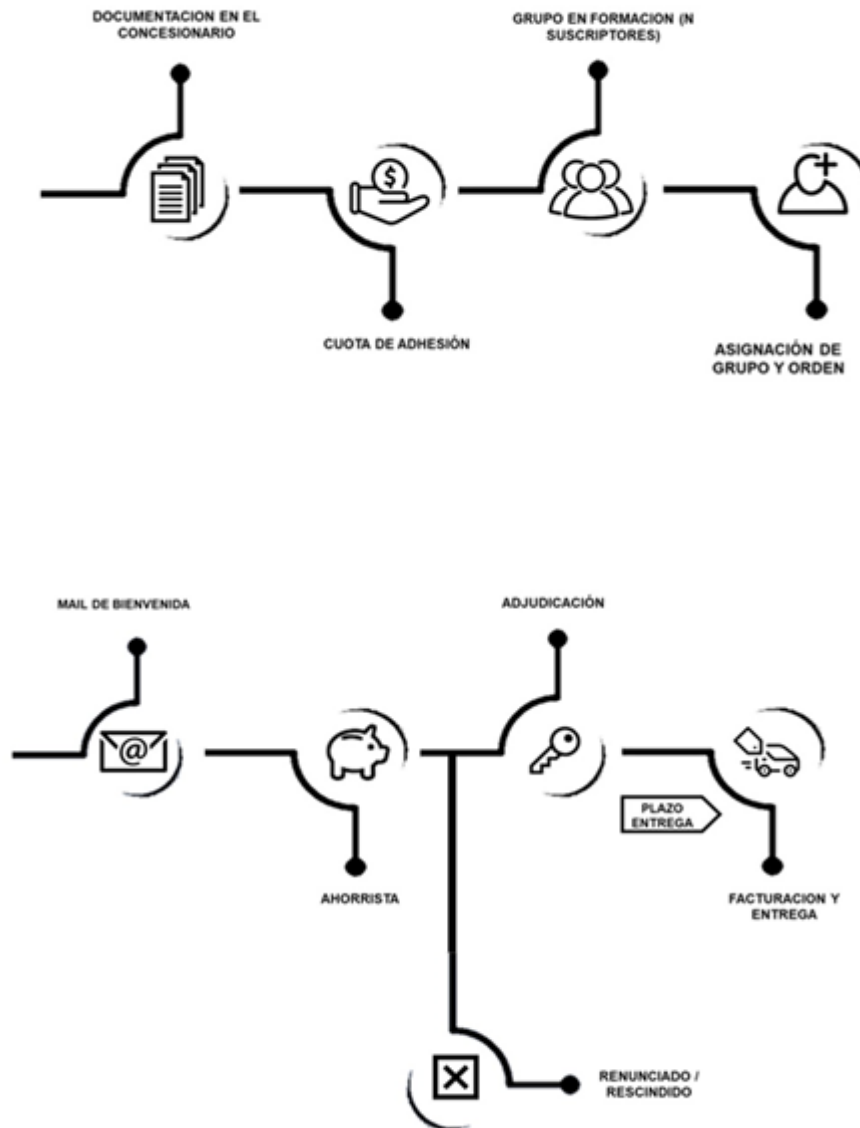
Failure to comply with any formal requirements set by the Administrator by the awarded subscriber may result in the annulment of the awarding. Some requirements may include:

- a) **Providing information:** to meet the credit requirements established in the Conditions.
- b) **Minimum Integration:** additionally, in some plans, depending on their number of instalments, a "minimum integration" will eventually be required which is a specific number of instalments that must be paid beforehand to proceed with the delivery.
- c) **Establishment of a pledge:** before delivering the vehicle, a first-degree pledge in favour of the Administrator must be established, and the Extraordinary Instalment paid, if applicable.
- d) **Paying instalments post-awarding:** the subscriber cannot pick up the vehicle if there are outstanding debts with the Administrator.
- e) **Automotive insurance:** What's more, the awarded subscriber must also take out the respective automotive insurance from one of the companies included in the panel of insurers chosen by the Administrator, following the current legislation on the matter.

2.5. End of the group: the group concludes when the contract term expires, or when the last awarding has taken place. At this point, only awarded contracts remain, and eventually some that have been resigned or terminated.

At this juncture, a series of activities begins, involving the liquidation of the group in accordance with the regulations (group balance, penalty fund, surplus fund and their respective liquidations, intervention of the Inspección General de Justicia, etc.) and when applicable, the reimbursement of savings to subscribers who have resigned or whose contracts have been terminated due to non-compliance, depending on the available funds in the group. These funds could be impacted by factors such as late payments within the group or the application of court-ordered measures.

DIAGRAM OF THE SAVINGS PLAN



Documentation in the car dealership
Adhesion Fee
Group Formation (No. subscribers)
Group and order assignment

Welcome email
Saver
Resigned / Terminated
Awarding
Delivery term
Invoicing and delivery

3. Special situations

3.1. Request for model change:

Once the vehicle has been awarded, when placing the order, it is possible to request a model change, provided the Administrator authorizes it.

The awardee, once verified the availability of the vehicle, must notify the Administrator to manage the request, potentially agreeing to a longer delivery time.

In that case, if the price of the requested vehicle is higher than that of the plan's vehicle, the awardee must pay the difference.

If the requested vehicle is of lesser value, the difference will be applied to the payment of the last instalments of the Plan in reverse order or prorated, as defined in the general terms of the contract.

3.2. Transfer of the Prior Savings Plan:

As another token in favour of the client, they can transfer their contractual position to a third party at any stage or situation of the plan, provided they comply with the requirements established by the IGJ.

It is important to note that the awarded subscriber who has taken possession of the vehicle remains jointly debtor until the debt is fully paid.

3.3. Change of version of the good subject to the plan:

It may occur that, for commercial, technological, and/or industrial reasons, an automobile model undergoes a version change or is no longer manufactured or imported. In such cases, to ensure the group continues to function normally, the car will be replaced by the version or new model that replaces it.

These version or model changes have consequences depending on when they occur. For example, if the new version or model is of higher value:

- a) **Savings subscribers:** the number of paid instalments is recalculated based on the new value of the replacement vehicle. The price difference for the past paid instalments is paid in the remaining instalments of the plan.
- b) **Awarded subscribers:** continue paying the instalments of the subscribed model, with the percentage increase of the replacement vehicle applied subsequently.

c) **Resigned and terminated subscribers:** the number of paid instalments is recalculated based on the new value of the replacement vehicle.

OTHER CONCEPTS

Deferred Instalment Plans

In these cases, part of the instalment will be deferred in some months and charged in subsequent months, based on the Current Value in effect at the time of each payment.

It is important to note that in the months where the deferred percentage is recovered, the instalment to be paid will increase according to the deferred percentages and the recovery period.

Subscription, Adhesion or Permanence Right Fee

It is the amount that the applicant must pay upon submitting the Adhesion Application, corresponding to a percentage of the current value of the motor vehicle at the time of payment. The payment of this amount can be prorated. For more information, consult the General Terms of the Adhesion Application of each Administrator. It may have different names depending on the contract of each Administrator.

Awarding Right

It is the amount paid for the awarding of the motor vehicle and is calculated based on the current value of the vehicle at the time of payment of this concept. For more details, consult the General Terms of the Adhesion Application of each Administrator.

Administrative Expenses or Charges

It is the amount paid monthly for the administration of the system within each group. For more information, consult the General Terms of the Adhesion Application of each Administrator.

It is important to note that no administrative expenses are charged on advanced instalments.

II. What rights does a Savings Plan client have?

It is necessary to remember that Argentine legislation protects individuals who consume products and services for end use, against other business actors regardless of the involved business sector, in order to establish guidelines to promote a market governed by free competition.

Law No. 24.240, called the Consumer Protection Law, regulates what is stipulated in Article 42 of the National Constitution, requiring each of the involved economic sectors to conduct their activities respecting the consumer relations between the parties.

Due to the special characteristics of Savings Plans, we will focus on three fundamental issues regarding the relationship with the consumer in these types of contracts: the right to receive information, the right to receive good treatment, and the right to complain.

1. The right to receive adequate and truthful information:

This fundamental right is based on the premise that the client receives all the appropriate information so they can make decisions that they deem suitable solely to and for their interests.

Throughout the process in which a Savings Plan unfolds, each person approaching the aforementioned modality throughout this handbook must choose and consequently make valid choices within the possibilities available to them. Thus, for instance, subscribing a request, submitting a tender, accepting the raffle, choosing a specific insurance company from the list for the delivered car, eventually renouncing paying instalments as a saver, transferring/selling their membership in the Plan, etc.

Each possible case ought to be the result of a client's decision, who must have been informed by their Official Agent and/or the Administrator about all the issues that each available alternative implies. In this way, they should be advised on what to choose concerning each circumstance, what they face in legal, economic, timing, and complexity effects, etc.

From the beginning, all the information provided to the client must obviously be validated, meaning it must strictly identify with the objective truth of both the facts and what is written in the general conditions of the contract.

The information that should be provided to the client is the necessary for them to make choices based solely on their intention and according to their own resources, without interference from other actors involved in the Savings Plan.

As practical examples of what must be explained transparently and clearly, we can mention here the way in which changes in the amount of the pure instalment will occur throughout the entire Plan, according to the eventual modification of the value of the vehicle; how the defined mechanics of awarding the automobiles by raffle or tender will be; what the component of the amounts that will be added and the extra expenses to be considered on each occasion (upon delivery of the automobile, upon

registration, etc.) will be; how the process of choosing the insurance company, or of instrumenting the pledge and the obligations that arise from it, the form and opportunity of the eventual refund of savings, etc., will be.

As can be perceived then, there are certain "strategic" moments during the relationship with the client, where the need to provide always adequate and truthful information is fundamental and central.

Nevertheless, as a counterpart to the duty of information, clients have the obligation to act diligently (read the contract beforehand, clear up any necessary doubts prior to subscribing at official dealerships and/or agencies, etc.).

It should be noted that subscribing to the adhesion application is a purely voluntary act by the subscriber and implies acceptance of the general terms and conditions of contract in their entirety.

Therefore, it is essential not only that the client receives adequate and truthful information but also that the client reads, becomes familiar with, and clears up any necessary doubts prior to contracting.

In this way, the prior savings system will have clarity and transparency, elements that will allow the parties to maintain a healthy relationship during the validity of the prior savings contract.

2. The right to receive dignified and equitable treatment:

On the other hand, it is necessary for all parties involved to conduct their activities in compliance with the National Constitution and other applicable regulations, which define the need for dignified and equitable treatment that all clients must receive.

It must be ensured that throughout the entire contract, the consumer is provided with the due respect and appropriate conditions, and similarly, does not suffer situations that make them uncomfortable, generate violence, or produce any negative emotions due to discriminatory, aggressive, shameful, or stigmatizing behaviour from the company through its representatives.

In other words, in the matter at hand, when the client approaches one of the promotion points for advice, when they need to consult through any available means with the official agents and administrators, when they present themselves to tender, or when they must carry out the procedures for the delivery of the vehicle—among many other situations—they must be treated respectfully and kindly, regardless of their participation status in the group, and the treatment offered must not change under any circumstances.

The agent dealing with clients must conduct themselves with kindness, a willingness to help, and always using an appropriate volume and tone of voice, with clear language and without unnecessary technicalities that could lead to erroneous interpretations that might affect beneficial communication between the parties.

Good treatment is also ensured through comfort in the commercial and administrative operation places of the Savings Plan (agencies, offices, workshops, etc.), providing safe and comfortable conditions for clients and appropriate waiting areas with adequate seating, air conditioning and heating, priority and special attention for people with disabilities, pregnant individuals, or those with children, etc.

In particular, emphasis must be placed on the imperative need to avoid any negative differences or discrimination, based on the principle that clients deserve respect and dignified treatment.

3. The right to Complain to the Administrator and the Regulatory Authority:

The client has the right to complain about any inconveniences that arise at any point during the Savings Plan, through Official Agents, who have to manage such complaints as long as they are credible and attempt to find a resolution to the conflict that has arisen.

Best practices in this area, even beyond what regulations dictate, involve the duty to pay attention to and support the client through any available channels to express their dissatisfaction with a situation that affects them or which they perceive as harmful.

Additionally, Administrators provide various service channels such as telephone, email, or their websites to address any doubts that could not be resolved through Official Agents.

Therefore, it is important to remember that a response to the request must be provided in a timely and appropriate manner, employing clear language, so that the client receives the appropriate answer.

At all times, before and after subscribing the contract and until the end of the plan, the client has the right to complain and receive responses from the Administrator. If still dissatisfied, they can escalate their complaint to the regulatory authority overseeing the prior savings system (Inspección General de Justicia) or to national, provincial, or municipal consumer protection agencies.

III. How to conduct our activity

Here, in this section of the Handbook, we will conceptually develop good practices that we must know and apply daily, so that our commercial activity is conducted under sectoral self-regulation policies and corporate social responsibility, for the purposes of enhancing and sustaining the validity and proper use of Savings Plans as a suitable mechanism to guide public savings.

1. Customer satisfaction as the central element

Commercial activity in all its facets, and particularly ours, is focused on and aimed at achieving customer satisfaction, in line with their desire to join the Prior Savings system to acquire a 0km vehicle upon their subscription.

Any planning, action, evaluation, improvement, and correction must be formulated without losing sight of this central principle: providing solutions and satisfaction to the desires of those who trust in this modality as a savings method to achieve the goal specified in the contract.

The entire activity is composed of various actors from its inception (Terminal, Administrator, Clients, Official Dealerships/Agents), encompassing a significant number of processes.

However, the client as such is ultimately the one who gives sense and purpose to this entire dynamic.

Therefore, this centrality must be logically represented in practice, providing the Client with the tools to achieve their goal calmly, securely, and with the certainty of having been sufficiently supported, protected, advised, understood, and informed from the initial contact.

Moreover, the Client must be conceived as one of the fundamental pillars, understanding that they should not only be valued for the initial sale but also for the associated services, future operations, or even the possibility of referring new subscribers based on a positive experience with the savings plan.

Independently of what was expressed in the previous paragraph, it should not be forgotten that the duty of the Administrators and Official Dealerships/Agents to inform and support the client must be accompanied, on the other hand, by actions that go hand in hand and are of their own responsibility.

In this regard, we particularly refer to the duty to genuinely understand what a Savings Plan entails, read the terms and conditions of the contract before signing, ask questions, make inquiries, and request the necessary clarifications to join the system in harmony and with full understanding of the commitment made with the chosen Administrator.

Once the potential client status changes to subscriber and subsequent group member, the transition from one stage to another should occur naturally, based on proper advice and understanding of the parties.

2. Understanding the Scope of the Prior Savings System in Depth

It is fundamental in the development of the activity that commercial and administrative advisors who interact with the consumer deeply understand the key aspects of the Savings Plan as a mechanism for the general public to direct their savings towards the acquisition of vehicles under this modality.

Advisors in charge of this task must have the broad and necessary knowledge to explain, inform, and resolve doubts and/or inquiries with the professionalism required for the role.

In this sense, it is necessary that they specifically understand and can convey with absolute clarity:

- a) the diverse stages of the Plan, from the client's subscription to its completion;
- b) the rights and obligations of the parties at each stage and how to exercise them regularly;
- c) the complete documentation that must be requested and the controls that need to be performed;
- d) the company's commercial policies and any benefits or incentives that may apply;
- e) the eventual contingencies that could arise to provide better advice;
- f) the communication and notification mechanisms required for each update, according to the general conditions of the contract.
- g) The effects of early exit from the plan, whether through resignation or termination:
- h) The methodology set by the prior savings system to access the 0km vehicle as well as what happens to the saved funds at the end of the plan if the good has not been obtained.

Knowing means that the operator can identify each possible situation and its probable effects, so that they can, in turn, explain, prevent, and advise the consumer about the scope of the system, its particularities, and benefits.

It also involves a thorough understanding of the automotive industry to master the final product being sold; for example, being able to link the customer's needs with stock availability to provide better advice, describing available models, knowing the features of each version, and the market evolution, etc.

In summary, it is intended to provide comprehensive professional advice covering the entire prior savings process from the initial inquiry to the conclusion of the contract.

Each organization and each agent, in particular, must make the necessary efforts to maintain at all times an adequate standard of training on the products offered for sale and the Savings system.

3. Informing the Client clearly and appropriately

Regarding consumer rights, the information provided before and during the validity of the plan must be clear, precise, complete, without ambiguities or concealments, so that the client can make decisions based on their own interests and/or financial possibilities.

In other words, no intention of closing a potential sale or subscription can justify not disclosing any essential circumstances for the client to decide independently or influence their decision based on unvalidated data, without contractual basis, or directly false information.

Likewise, during the validity of the plan, the information provided by the advisor in charge must be clear and transparent, avoiding any inductive behaviour contrary to the client's interest.

What is expressed in this section does not mean to absolve or limit the consumer's own responsibility to thoroughly read and pay due attention to the documentation that defines the general conditions of the contract, so that they can understand the scope and modality of the Plan, their obligations, and rights. As previously stated, contracting through the savings plan channel inevitably generates reciprocal obligations.

4. The Importance of the Customer Service Area in Case of Conflicts

Although the necessary conditions and efforts to avoid conflicts are generated, their possibility exists, so it is necessary to deploy appropriate management when such circumstances arise.

Therefore, it is important to train all sectors to build a support network that allows finding the best possible solution to the arisen controversy, as well as providing clear and specific technical explanations for cases where the solution does not meet the client's expectations.

First, appropriate language management is required to limit the very existence of future conflicts, assuming a proactive attitude that identifies early alerts on essential prior savings system issues deserving particular attention (mobile value of the unit, group formation, asset awarding, group liquidation, resignation/termination, among others).

In this way, both the advisors of the official agent network and the clients can prevent potential problems arising from unwanted or misunderstood situations. The aim pursued by all actors is to achieve a clear, precise, informed, and fully consented contract by the subscriber.

Finally, it is necessary to strengthen, train, and positively consider all parties interacting in the prior savings system, primarily the advisors of the official dealerships/agents network, without neglecting the client. This is achieved by working

as a team with all areas (sales force and administration), ensuring they function in a coordinated manner to provide greater and better attention.

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