

INFORMATION NOTE

MERCEDES-BENZ FINANSMAN TURK A.S.

(a joint stock company incorporated under the laws of the Republic of Turkey)

TRY 200,000,000 Notes due 18 November 2022 (the “Notes”)

IMPORTANT NOTICE

This Information Note is not, and is not intended to be, an offering circular within the meaning of Communiqué Serial: VII, No: 128.8 on the Debt Instruments (“Communiqué”) of the Capital Markets Board (“CMB”). The offering of the Notes has been authorized by the CMB only for the purpose of the sale of the Notes within Turkey by way of private placement and/or sales to qualified institutional buyers as defined under the relevant CMB regulations (“QIBs”). The CMB has approved the issuance certificate of debt securities on 4 February 2021. The Notes have to be offered within Turkey and shall be sold only by way of private placement and/or sales to QIBs.

Prospective investors should consult with their own advisors as to legal, tax, business, financial and related aspects of a purchase of the Notes.

Prospective investors should consult their own tax advisors concerning the tax consequences of their investment in the Notes.

The Issuer will not be responsible for payment of any additional amounts or any grossing-up in respect of the Notes in respect of withholding, income, or any other tax payable in respect of payments under the Notes.


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TERMS AND CONDITIONS OF THE NOTES

The Notes are governed by Turkish law and are issued and offered to the QIBs as defined under the relevant CMB regulations. The terms of the Notes set out below constitute valid and binding obligations of the Company and where relevant the Guarantor, enforceable against the Company and the Guarantor in accordance with their terms and the Guarantee, respectively.

Company or Issuer:	Mercedes-Benz Finansman Turk A.S.
The Issue Limit:	TRY 2,000,000,000
1st Tranche Issue Amount:	TRY 200,000,000
Issue Price:	TRY 100
Issue Date:	May 21 2021
Maturity Date:	November 18 2022
Annual Simple/ Annual Compound Yield	20,75% / 21,83%
Interest Payment Date:	First coupon: November 19 2021 Second coupon: May 20 2022 Third coupon: November 18 2022
Payment and Discharge:	<p>Payment of Principal: Payment of principal on the Notes shall be made to the Settlement and Custody Bank (<i>Takasbank</i>) to be credited to the accounts of the Noteholders registered with the Central Registry Authority (“CRA”).</p> <p>Payment of Interest: Payment of interest on the Notes shall be made to the Settlement and Custody Bank.</p> <p>Manner of Payment: Subject to applicable fiscal and other laws and regulations, payments of amounts due on the Notes shall be made in Turkish currency.</p> <p>Discharge: The Issuer shall be discharged by payment to, or to the order of, the Settlement and Custody Bank.</p> <p>Payment of the Principal and the last coupon will be made on the date of November 18 2022 .</p>
Form of the Notes:	The Notes will be issued in dematerialised form in minimum denominations of TRY 1 and integral multiples of TRY 1 in excess thereof and will be deposited with the CRA on or around the Closing Date.
Status:	The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank <i>pari passu</i> (without any preference among themselves) with the claims of all other unsecured creditors of the Issuer other than those claims which are expressly preferred under the laws of Turkey.
	So long as any of the Notes remain outstanding, the Issuer undertakes not to

Negative Pledge:	provide for other notes and bonds, including any guarantee or indemnity assumed therefor, any security upon its assets without at the same time having the Noteholders share equally and rateably in such security, provided that security upon its assets is neither mandatory pursuant to applicable laws nor required as a prerequisite for obtaining any governmental approvals.
Events of Default:	<p>The occurrence of any of the following events shall constitute an event of default (an “Event of Default”):</p> <ul style="list-style-type: none"> (a) Any amounts due under the Notes have not been paid within thirty (30) days from the relevant due date; (b) The Issuer does not comply, save as provided in paragraph (a) above, with any other obligation arising from these Conditions or the Guarantor does not comply with any obligation arising under the Undertaking (as defined hereafter) and such non-compliance remains unremedied for a period of forty-five (45) days after notice has been given by the Noteholders to the Issuer; (c) The Issuer or the Guarantor announces its inability to meet its financial obligations; (d) A court opens bankruptcy or other insolvency proceedings against the Issuer or the Guarantor, or such proceedings are instituted and have not been discharged or stayed within one hundred twenty (120) days, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally; (e) The Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with the issue of the Notes.
Governing Law and Jurisdiction:	<p>The Notes will be governed by, and shall be construed in accordance with, Turkish law.</p> <p>The courts of Istanbul (Çağlayan) shall have jurisdiction to settle any disputes arising out of or in connection with the Notes.</p>
Selling and Transfer Principles:	<p>The offering of the Notes has been authorised by the CMB only for the purpose of the sale of the notes within Turkey by way of private placement and/or to QIBs as defined under the relevant CMB regulations. Therefore the Issuer [and/or the Intermediary Institution (as defined hereafter)] shall not accept the registration of any person who is not a QIB.</p> <p>The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and the Notes may not be offered or sold or delivered or transferred within the United States or to, or for the account or benefit of, U.S. Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The terms used herein shall have the meanings given to them by Regulation S.</p> <p>The Notes may not be offered or sold or delivered or transferred directly or indirectly, in any jurisdiction other than Turkey, except in circumstances that will result in compliance with any applicable laws and regulations.</p> <p>For further information, please refer to Section “Sale Principles”.</p>

Permitted Transfers:	The Notes may only be transferred to QIBs as defined under the relevant CMB regulations.
Guarantee:	<p>Daimler AG (the “Guarantor”) has confirmed to the CMB that it will guarantee and, therefore, issue for the Notes a guarantee on the payment of the principal amount of and interests, if any, on the Notes in the form and substance of Exhibit A of this Information Note.</p> <p>The guarantee to be issued is an unconditional and irrevocable guarantee (the “Guarantee”) for the due payment of the amounts corresponding to the principal of and interest on the Notes and includes an undertaking (the “Undertaking”) that as long as Notes are outstanding, not to provide for other notes and bonds, including any guarantee or indemnity assumed therefor, any security upon its assets without at the same time having the Noteholders share equally and rateably in such security, provided that security upon its assets neither mandatory pursuant to applicable laws nor required as a prerequisite for obtaining any governmental approvals.</p> <p>The Guarantee shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The courts of Stuttgart, Germany shall have jurisdiction to hear any suit, action or proceeding arising out of or relating to the Guarantee.</p> <p>The Guarantee constitutes a contract for the benefit of the Noteholders as third party beneficiaries in accordance with Article 328 (1) of the German Civil Code (BGB), giving rise to the right of each Noteholder to require performance of the Guarantee directly from the Guarantor and to enforce the Guarantee directly against the Guarantor. <i>(Note: The principle (i.e. requiring performance of the Guarantee from the Guarantor directly) is similar under the Turkish Code of Obligations.)</i></p>



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SALE PRINCIPLES

General

No action has been taken by the Issuer and/or Intermediary Institution (as defined hereafter) that would, or is intended to, permit a public offer of the Notes, or possession or distribution of this Information Note or any other offering or publicity material relating to the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, GARANTİ YATIRIM MENKUL KIYMETLER A.Ş. (the “Intermediary Institution”) has undertaken that it will not, directly or indirectly, offer or sell any Notes or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

The Notes may not be offered or sold or delivered or transferred directly or indirectly, in any jurisdiction other than Turkey, except in circumstances that will result in compliance with any applicable laws and regulations.

United States

THE COMPANY HAS NOT REGISTERED THE NOTES UNDER THE SECURITIES ACT OR THE LAWS OF ANY STATE SECURITIES COMMISSION AND, THEREFORE, THE NOTES MAY NOT BE OFFERED OR SOLD OR TRANSFERRED OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Turkey

THE OFFERING OF THE NOTES HAS BEEN AUTHORISED BY THE CMB ONLY FOR THE PURPOSE OF THE SALE OF THE NOTES WITHIN TURKEY BY WAY OF PRIVATE PLACEMENT AND/OR TO QIBs AS DEFINED UNDER THE RELEVANT CMB REGULATIONS. THE ISSUANCE CERTIFICATE RELATED TO THE NOTES HAVE BEEN APPROVED BY THE CMB ON 4 FEBRUARY 2021. THE NOTES HAVE TO BE OFFERED WITHIN TURKEY AND SHALL BE SOLD ONLY TO QIBs AS DEFINED UNDER THE RELEVANT CMB REGULATIONS AND THE CMB HAS AUTHORISED THE OFFERING OF THE NOTES; PROVIDED THAT, FOLLOWING THE PRIMARY SALE OF THE NOTES, NO TRANSACTION THAT MAY BE DEEMED AS A PUBLIC OFFERING MAY BE ENGAGED IN.

THE INTERMEDIARY INSTITUTION HAVE FURTHER AGREED THAT NEITHER THEY NOR ANY OF THEIR RESPECTIVE AFFILIATES, NOR ANY PERSON ACTING ON BEHALF OF ANY OF THE INTERMEDIARY INSTITUTION OR ANY OF THEIR RESPECTIVE AFFILIATES HAVE ENGAGED OR WILL ENGAGE IN ANY FORM OF PUBLIC OFFERING ACTIVITY OR GENERAL ADVERTISING IN CONNECTION WITH ANY OFFER AND SALE OF THE NOTES IN TURKEY OR OUTSIDE OF TURKEY.

SUBSCRIPTION AND SALE

The Company is offering TRY 200,000,000 Notes to QIBs as defined under the relevant CMB regulations (the “Offer”). In connection with the Offer, the Intermediary Institution has, pursuant to an agreement dated 21 May 2021, agreed with the Company, subject to the satisfaction of certain conditions, to, on a best efforts basis, procure the purchase and payment for the Notes being offered and sold in the Offer in accordance with the regulations and rules of the CMB.


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