

Mercedes-Benz Financial Services USA LLC

First Class Demand Notes Series 2

Private Placement Memorandum

March 1, 2017

Mercedes-Benz Financial Services USA LLC
\$1,500,000,000
First Class Demand Notes Series 2 Variable
Denomination Floating Rate Demand Notes

First Class Demand Notes Series 2 (the “Notes” or “First Class Demand Notes”) are designed to provide you with a convenient means of investing funds directly with Mercedes-Benz Financial Services USA LLC (“MBFS”). Please read this private placement memorandum and our financial statements carefully and in their entirety and retain for future reference. For additional information regarding the First Class Demand Notes, please access our landing website at www.firstclassdemandnotes.com.

An investment in the Notes involves risks. You should carefully consider the risk factors beginning on page 6 of this private placement memorandum, as well as the other information contained in this private placement memorandum and our financial statements and in other materials that we provide to you in connection with the First Class Demand Notes. You should consult your financial and legal advisers as to the risks involved in an investment in the Notes and whether an investment is suitable for you.

- The Notes have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or other securities laws. Accordingly, the Notes are being offered and sold only to “accredited investors” (as defined in Regulation D under the Securities Act) in transactions that are exempt from the registration requirements of the Securities Act. Notes or any interest or participation therein may not be re-offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of except where required by law or court order.
- The Notes are not a deposit or other bank account and are not insured by the Federal Deposit Insurance Corporation or any governmental or non-governmental entity.
- The Notes are not a brokerage account with MBFS or any broker/dealer and are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970, as amended.
- The Notes are not a money market mutual fund and are not subject to the requirements of the Investment Company Act of 1940, as amended (including diversification and quality of investments) or the Employee Retirement Income Security Act of 1974, as amended.
- The rate of interest paid on the Notes will be set solely by MBFS and will not necessarily bear any relation to the risks associated with, or changes in the creditworthiness, credit rating, or financial condition of, either MBFS or any of its affiliates.
- The Notes are senior, unsecured obligations of MBFS and only the assets of MBFS that have not been pledged to secure other indebtedness of MBFS or that have not been securitized will be available to pay the principal of and interest on the Notes. The Notes will rank equally with all other unsecured and unsubordinated debt of MBFS.
- The Notes are not obligations of or guaranteed by Daimler AG, any of its subsidiaries (other than MBFS), any subsidiaries of MBFS, the processing agent or any other entity. It is possible to lose principal and interest on the Notes if MBFS is unable to pay its debts, becomes bankrupt or seeks creditor protection.
- The Notes are not rated by any rating agency, and MBFS does not intend to seek a rating for the Notes.
- The Notes are not listed on any securities exchange and there will be no secondary market for the Notes. As a result, there is no independent market valuation for the Notes.
- MBFS reserves the right to modify, withdraw, or cancel the offer made by this private placement memorandum at any time. MBFS has the sole right to accept or reject offers to purchase Notes and may reject any proposed purchase in whole or in part.

Neither the Securities and Exchange Commission (“SEC”) nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this private

placement memorandum. Any representation to the contrary is a criminal offense. We are offering and selling the Notes on a continuous basis directly to eligible purchasers.

Private Placement Memorandum dated March 1, 2017

TABLE OF CONTENTS	Page
SUMMARY	4
RISK FACTORS	5
ABOUT THIS MEMORANDUM.....	10
ABOUT THIS OFFER.....	10
THE COMPANY.....	10
USE OF PROCEEDS.....	13
ABOUT FIRST CLASS DEMAND NOTES	13
PRIVATE PLACEMENT; QUALIFIED PARTICIPATION	16
HOW TO INVEST.....	16
HOW TO REDEEM.....	18
OPTIONAL REDEMPTIONS OR SUSPENSION BY MBFS.....	20
MODIFICATION, SUSPENSION OR TERMINATION OF PROGRAM	20
GOVERNING LAW.....	20
PROCESSING AGENT.....	20
NOTICES AND LIMITATION OF LIABILITY.....	20
TAXES.....	21
PLAN OF DISTRIBUTION.....	21
LEGAL OPINION	21
DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS	22
RATIO OF EARNINGS TO FIXED CHARGES.....	22
FINANCIAL STATEMENTS.....	22
APPENDIX A - ACCREDITED INVESTOR DEFINITION	23
APPENDIX B - INVESTOR VERIFICATION PROCESS.....	24

SUMMARY

Issuer	Mercedes-Benz Financial Services USA LLC (“MBFS”, the “Company”, “we” or “us”), is a Delaware limited liability company and an indirect, wholly owned subsidiary of Daimler AG. MBFS is a financial services organization that principally provides automotive financing to Daimler dealers (entities involved in the sale or lease of new or used vehicles manufactured or distributed by Daimler AG and its subsidiaries) and their customers, including retail and lease financing for cars and trucks, dealer inventory, and other financing needs.
Executive Offices of MBFS.	36455 Corporate Drive, Farmington Hills, MI 48331-3552
Title	First Class Demand Notes Series 2 This is the second series of Demand Notes issued by MBFS. This program will become effective March 1, 2017.
Amount	Up to \$1,500,000,000 aggregate principal amount. Sales of the Notes are expected to commence on March 1, 2017.
Processing Agent	The Bank of New York Mellon, a New York state chartered bank, serves as the Processing Agent pursuant to the Amended and Restated MBFS Demand Notes Program Services Agreement (“Agreement”). The Processing Agent’s obligations are limited to those set forth in, and the Processing Agent’s liability is limited to the extent set forth in, the Agreement. The Notes are not obligations of or guaranteed by Bank of New York Mellon.
Status	The Notes are senior, unsecured obligations of MBFS and rank equally with all other unsecured and unsubordinated indebtedness of MBFS. For additional information regarding our outstanding indebtedness, please see our financial statements which are available at www.firstclassdemandnotes.com . The Notes are not obligations of or guaranteed by Daimler AG, any of its subsidiaries (other than MBFS), any subsidiaries of MBFS, the Processing Agent or any other entity.
Pricing	The Notes pay a floating rate of interest set by the MBFS’s First Class Demand Notes Committee on a weekly basis. Interest rates may vary by an investor’s principal amount of Notes, investor entity type and other factors as determined by MBFS. The interest rate applicable to the Notes will be available at www.firstclassdemandnotes.com and https://www.eaccountservices.com/mbfs .
Minimum Initial Investment.	\$10,000
Principal	The principal amount of your Note is equal to the total amount of your investments plus accrued and reinvested interest, less fees, if any, and your redemptions.
Fees	MBFS may assess certain fees from time to time as determined by MBFS in its sole discretion, including, without limitation, for redemptions by wire transfer, if your principal balance is below the fee-free minimum of \$10,000, and for other services. We will disclose any new fees or changes at least 30 days before they become effective at www.firstclassdemandnotes.com .

Redemption	The Notes have no stated maturity and are redeemable in whole or in part at any time at the option of the holder. The Notes also are redeemable by MBFS at any time at the sole discretion of MBFS.
Form of Notes	The Notes are issued as one or more global securities held by Wilmington Trust, National Association. Book-entry records for each investor are maintained by the Processing Agent.
Private Placement; Qualified Participation	<p>The Notes are offered in a private placement only to “accredited investors,” as such term is defined in Regulation D under the Securities Act. The accredited investor definition is included at Appendix A to this private placement memorandum. Each prospective investor is required to verify his/her/its accredited investor status prior to enrollment as well as periodically while investing in First Class Demand Notes. Existing investors in our Series 1 Demand Notes will need to verify their accredited investor status as well. If an existing investor in our Series 1 Demand Notes fails to verify his/her/its accredited investor status, or if any investor fails to re-verify his/her/its accredited investor status when required under the program, they may continue to earn and reinvest interest on his/her/its existing Demand Notes, but will not be able to invest new funds. The verification process can be found in Appendix B to this private placement memorandum.</p> <p>Only US citizens, and Trusts, estates, partnerships, and corporations established in or under the laws of the US may participate. Notes will only be sold to investors who provide either a U.S. social security number or a U.S. taxpayer identification number. Monetary transactions may only be conducted with financial institutions within the United States.</p> <p>The Notes are offered only by this private placement memorandum. This private placement memorandum is confidential and has been prepared by us solely for use in connection with the First Class Demand Note program. It is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this private placement memorandum to any person other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each prospective purchaser, by accepting delivery of this private placement memorandum, agrees to the foregoing and to make no photocopies of this private placement memorandum and, if the offeree does not purchase the Notes or the offering is terminated, to appropriately dispose of this private placement memorandum.</p>
Taxation	Interest earned on the Notes is subject to taxation regardless of whether such interest is reinvested. Backup withholding and information reporting may apply to certain persons.

RISK FACTORS

Investing in the Notes involves risks. You should carefully consider the risk factors below, as well as the other information contained in this private placement memorandum and our financial statements. You should consult your financial and legal advisers as to the risks involved in an investment in the Notes and whether an investment is suitable for you. Notes are not an appropriate investment for you if you do not understand the terms of the

Notes or are unable to evaluate our financial position or financial matters generally. You should not purchase Notes unless you understand and know you can bear all of the investment risks involving the Notes.

Risks Related to Our Business

The profitability and financial condition of our operations are heavily dependent upon the performance, operations and prospects of Daimler AG in the United States. Our customer base is composed primarily of Daimler AG dealers and their retail customers in the United States. A significant adverse change in Daimler AG's business, including the production or sale of Daimler AG vehicles, the quality or resale value of Daimler AG vehicles, the use of Daimler AG marketing incentives, Daimler AG's relationships with its key suppliers, employees or other third parties, changes in emissions and safety regulations and product defects and recalls could have a material adverse effect on our profitability and financial condition.

Decline in industry sales volume due to financial crisis, recession, geopolitical events, or other factors would have a material effect on us. In the fall of 2008, the global economy entered a financial crisis and severe recession, putting significant pressure on the automotive industry generally. These economic conditions dramatically reduced automotive industry sales volume in the United States. Similar downturns may result from geopolitical events, such as wars or acts of terrorism, or other factors beyond our control. There is no assurance that the U.S. automotive market or Daimler AG's share of that market will not suffer downturns in the future, and any negative impact could in turn have a material adverse effect on our business, results of operations and financial condition.

General business and economic conditions may significantly and adversely affect our revenues, profitability and financial condition. Our business and earnings are sensitive to general business and economic conditions in the United States. A downturn in economic conditions resulting in increased short and long term interest rates, inflation, fluctuations in the debt capital markets, unemployment rates, consumer and commercial bankruptcy filings, or a decline in the strength of national and local economies and other factors that negatively affect household incomes could decrease demand for our financing products and increase financing delinquency and losses on our customer and dealer financing operations. Further, a significant and sustained increase in fuel prices could lead to diminished new and used vehicle purchases and negatively affect our business.

If the rate of inflation were to increase, or if the debt capital markets or the economies of the United States were to weaken, or if vehicle purchases experience declines, we could be significantly and adversely affected, and it could become more expensive for us to conduct our business. For example, business and economic conditions that negatively affect household incomes, housing prices, and consumer behavior related to our businesses could decrease (1) the demand for vehicle financing and (2) the value of the collateral underlying our portfolio of held-for-investment assets and vehicle loans and interests that continue to be held by us, further increasing the number of consumers who become delinquent or default on their loans. In addition, the rate of delinquencies, foreclosures, and losses on our loans could be higher during more severe economic slowdowns.

Any sustained period of increased delinquencies, foreclosures, or losses could further harm our ability to sell our vehicle loans, the prices we receive for our vehicle loans, or the value of our portfolio of vehicle loans held-for-investment or interests from our securitizations, which could harm our revenues, profitability and financial condition. Continued adverse business and economic conditions could affect demand for vehicles and other related factors that could harm the revenues and profitability of our business.

Continued or increased price competition resulting from industry excess capacity, currency fluctuations, or other factors could adversely affect us. The global automotive industry is intensely competitive, with manufacturing capacity far exceeding current demand. Industry overcapacity has resulted in many manufacturers offering marketing incentives on vehicles in an attempt to maintain and grow market share. These incentives historically have included a combination of subsidized financing or leasing programs, price rebates and other

incentives. As a result, Daimler AG is not necessarily able to set its prices to offset higher costs of marketing incentives, commodity or other cost increases, or the impact of adverse currency fluctuations. Continuation of or increased excess capacity could have an adverse effect on Daimler AG's financial condition and results of operations which, in turn, could adversely affect MBFS.

Higher-than-expected credit losses, lower-than-anticipated residual values or higher-than-expected return volumes for leased vehicles could adversely affect our financial condition and results of operations. Credit risk is the possibility of loss from a customer's or dealer's failure to make payments according to contract terms. Credit risk (which is heavily dependent upon economic factors including unemployment, consumer debt service burden, personal income growth, dealer profitability and used car prices) has a significant impact on our business. The level of credit losses we may experience could exceed our expectations and our allowance for loan losses and adversely affect our financial condition and results of operations. There can be no assurance that our monitoring of our credit risk as it affects the value of our assets and our efforts to mitigate credit risk through our risk-based pricing, appropriate underwriting policies, and loss-mitigation strategies are, or will be, sufficient to prevent an adverse effect on our financial condition or results of operations.

In addition, we project expected residual values and return volumes for the vehicles we lease. Actual proceeds realized by us upon the sale of returned leased vehicles at lease termination may be lower than the amount projected, which would reduce the profitability of the lease transaction. Among the factors that can affect the value of returned leased vehicles are the volume of vehicles returned, economic conditions and quality or perceived quality, safety, fuel efficiency or reliability of the vehicles. Actual return volumes may be higher than expected and can be influenced by contractual lease-end values relative to auction values, marketing programs for new vehicles and general economic conditions. Each of these factors, alone or in combination, has the potential to adversely affect our profitability if actual results were to differ significantly from our projections.

Our business requires substantial capital and liquidity, and disruption in our funding sources and access to the capital markets would have a material adverse effect on our liquidity, financial condition and results of operations. Our liquidity and results of operations depend on many factors, including our ability to successfully raise capital and secure appropriate financing. The capital markets continue to be volatile, and our access to the debt markets may be significantly reduced during periods of market stress. Any weakness in market conditions and a tightening of credit availability could have a negative effect on our ability to refinance outstanding indebtedness or increase the costs of funding. We also continue to access the securitization markets. While markets have continued to stabilize following the 2008 liquidity crisis, there can be no assurance these sources of liquidity will remain available to us.

Increased competition from banks or other financial institutions seeking to increase their share of financing Daimler AG vehicles could adversely affect our business. No single company is a dominant force in the automotive finance industry. Most of our bank competitors in the United States use credit aggregation systems that permit dealers to send, through standardized systems, retail credit applications to multiple finance sources to evaluate financing options offered by these sources. This process has resulted in greater competition based on financing rates. In addition, we may face increased competition on wholesale financing for Daimler AG dealers. Competition from such institutions with lower borrowing costs may increase, which could substantially adversely affect our profitability and volume of business.

The Daimler Group is subject to legal risks relating to pending proceedings, claims and governmental investigations. The automotive industry is subject to extensive governmental regulations worldwide. Laws in various jurisdictions regulate occupant safety and the environmental impact of vehicles, including emission levels, fuel economy and noise, as well as the pollutants generated by the plants where vehicles are produced. Noncompliance with regulations applicable in the different regions could result in significant penalties and reputational harm or the inability to sell vehicles in the relevant markets. The cost of compliance with these regulations is significant, and in

this context, Daimler expects a significant increase in such costs.

Currently, Daimler is subject to governmental information requests, inquiries and investigations as well as litigation relating to environmental, securities, criminal and other laws and regulations in connection with diesel exhaust emissions. Several federal and state authorities, including in Europe and the United States, have inquired about and are investigating test results, the emission control systems used in Mercedes-Benz diesel vehicles and Daimler's interaction with the relevant federal and state authorities as well as related legal issues and implications, including, but not limited to, under applicable environmental, securities and criminal laws. These authorities include, among others, the U.S. Department of Justice (DOJ), which has requested that Daimler conduct an internal investigation, the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB) and other state authorities as well as the U.S. Securities and Exchange Commission (SEC). The SEC is investigating, among other things, possible violations of securities laws, related to diesel exhaust emissions matters, in connection with issuances of asset-backed securities by MBFS. Daimler has also offered its cooperation to the Stuttgart district attorney's office and provided information to it, and has comprehensively responded to the diesel emissions committee of inquiry of the German Parliament. It is possible that civil and criminal investigative and enforcement actions and measures relating to Daimler and/or its employees will be taken, such as subpoenas, i.e. legal instructions issued under penalty of law in the process of taking evidence, or other requests for documentation, testimony or other information, a notice of violation or an increased formalization of the governmental proceedings. Additionally, delays in obtaining regulatory approvals necessary to introduce new or recertify existing diesel models could occur. In light of the recent notices of violation that were issued by US environmental authorities to another vehicle manufacturer in January of 2017, identifying functionalities, apparently including functionalities that are common in diesel vehicles, as undisclosed Auxiliary Emission Control Devices (AECs) and potentially impermissible, and in light of the ongoing governmental information requests, inquiries and investigations, and Daimler's own internal investigation, it cannot be ruled out that the authorities might reach the conclusion that Mercedes-Benz diesel vehicles have similar functionalities. The inquiries and investigations as well as the replies to the governmental information requests and Daimler's internal investigation are still ongoing and open; hence, Daimler cannot predict the outcome at this time. If these or other inquiries, investigations, legal actions and/or proceedings result in unfavorable findings, an unfavorable outcome or otherwise develop unfavorably, Daimler could be subject to significant monetary penalties, remediation requirements, vehicle recalls, process improvements and mitigation measures, and/or other sanctions, measures and actions, including further investigations by these or other authorities and additional litigations. The occurrence of the aforementioned events in whole or in part could cause significant collateral damage including reputational harm. In addition, Daimler's ability to defend itself in litigations could be impaired by unfavorable findings, results or developments in any of the governmental information requests, inquiries, investigations, legal actions and proceedings discussed above. Therefore, it cannot be ruled out that the risks discussed above may materially adversely impact Daimler's profitability, cash flows and financial situation.

As legal proceedings are fraught with a large degree of uncertainty, it is possible that after their final resolution, some of the provisions Daimler has recognized for them could prove to be insufficient. As a result, substantial additional expenditures may arise.

The final result of any such litigation may influence the Daimler Group's earnings and cash flows in any particular period. Further, because our customer base is composed primarily of Daimler AG dealers and their retail customers in the United States, an unfavorable final result in one or more of these proceedings, claims or investigations could have a material adverse effect on our profitability and financial condition.

Adverse effects resulting from economic, geopolitical or other events could adversely affect our business.

With the increasing interconnectedness of global economic and financial systems, a financial crisis, natural disaster, geopolitical crisis, act of terrorism or other significant event in one area of the world can have an impact on markets around the world. For example, the September 11, 2001 terrorist attacks in New York, the 2008 economic crisis in the United States and the recent Euro zone debt crisis all had impacts on markets around the world. Such

developments could cause financial and capital markets to constrict, thereby negatively impacting our ability to finance our business, and also could cause a substantial drop in consumer confidence and spending that could negatively impact sales of vehicles. Any one of these impacts could have a substantial adverse effect our financial condition and results of operations.

Our indebtedness and other obligations are significant and could materially and adversely affect our business. We have a significant amount of indebtedness. If our debt service obligations increase, whether due to the increased cost of existing indebtedness or the incurrence of additional indebtedness, we may be required to dedicate a significant portion of our cash flow from operations to the payment of principal of, and interest on, our indebtedness, which would reduce the funds available for other purposes. Our indebtedness also could limit our ability to withstand competitive pressures and reduce our flexibility in responding to changing business and economic conditions.

New or increased credit, consumer or data protection or other regulations may result in higher costs and/or additional financing restrictions. As a finance company, we are regulated by the Consumer Financial Protection Bureau and other governmental authorities in the United States, which can impose significant additional costs and/or restrictions on our business. For example, our operations are subject to regulation, supervision and licensing under various federal, state and local laws and regulations, including the federal Truth-in-Lending Act, Equal Credit Opportunity Act and Fair Credit Reporting Act. New laws, rules and regulations could impose additional costs on us and adversely affect our ability to conduct our business.

The MBFS financial statements are unaudited and are prepared in accordance with international accounting standards. The MBFS financial statements and other financial information provided to investors are unaudited and, except as otherwise described therein, are prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ from United States generally accepted accounting standards.

Risks Related to the Notes

The Notes are the sole obligation of MBFS. The Notes are senior, unsecured obligations of MBFS and only assets of MBFS that have not been pledged to secure other indebtedness or securitized are available to pay the principal and interest on the Notes. The Notes will be structurally subordinate to any indebtedness of MBFS that is secured to the extent of the assets pledged to secure such indebtedness, and to any indebtedness of any subsidiary of MBFS. For the latest information on MBFS' outstanding debt, please review the financial statements. The Notes are not obligations of or guaranteed by Daimler AG, any of its subsidiaries (other than MBFS), any subsidiary of MBFS, the Processing Agent or any other entity.

The Notes Are Not a Diversified Investment. The Notes are not an investment in a money market mutual fund holding diversified investments in short term debt securities of many companies. The Notes represent a loan by the Note holder to MBFS. Only the assets of MBFS that have not been sold, pledged or securitized are available to pay the principal of and interest on the Notes. Because the Notes are unsecured debt securities issued by a single issuer and are unrated, you will not have the benefits of diversification and quality of investments offered by money market mutual funds or other investment companies. For this reason, investors also will not have the protections provided to mutual fund investors under the Investment Company Act of 1940, as amended.

MBFS Is Not a Bank, and Investments In the Notes Are Not Insured by the Federal Deposit Insurance Corporation or Any Other Governmental or Non-Governmental Entity. Only MBFS is obligated to pay the principal of and interest on the Notes, and only its assets are available for this purpose. If our assets are insufficient to pay the principal of and interest on the Notes and our other indebtedness, you could lose some or all of your investment, including principal and accrued but unpaid interest. No private or government entity guarantees return

of your investment in the event of a failure of MBFS to repay your investment. In addition, no banking relationship exists between investors in the Notes and the Processing Agent.

MBFS is not a broker or dealer. The Notes are not a brokerage account with MBFS or any other broker/dealer and are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970, as amended.

The Processing Agent is not a Trustee. The Bank of New York Mellon will perform certain administrative functions with respect to the Notes, as described in this private placement memorandum and in the Agreement. The Processing Agent is not a trustee and the Company will not appoint any other trustee for the Notes and will not qualify an indenture for the Notes under the Trust Indenture Act of 1939, as amended. Therefore, the Processing Agent will have no fiduciary responsibilities to holders with respect to the Notes nor will it coordinate any collective legal actions against MBFS by the holders of the Notes with respect to MBFS's obligations under the Notes. Each holder of a Note will be required to enforce the obligations of MBFS under the Notes.

The Interest Rate Paid on the Notes May Not Bear Any Relation to the Investment Risk. The interest rate on the Notes will be set solely by MBFS's First Class Demand Notes Committee in its sole discretion and will not necessarily bear any relation to the risks associated with, or change in, the credit worthiness, credit rating or financial condition of MBFS and may not adequately compensate you for the risks of investing in the Notes.

The Notes are not rated. The Notes are not currently rated by any rating agency, and MBFS does not intend to seek a rating for the Notes.

The Notes Are Not Transferable. You may redeem your investment in the Notes at any time in whole or in part as described in this private placement memorandum. However, except in very limited circumstances, you may not transfer your investment in the Notes to someone else. The Notes will not be listed on any securities exchange, and no secondary market for the Notes currently exists or will develop, and, consequently, there is no public market valuation of the Notes to assist investors in evaluating the Notes or their yield relative to other investments.

ABOUT THIS MEMORANDUM

You should read this private placement memorandum and our financial statements carefully and entirely before you decide to invest. You should rely only on the information provided in this private placement memorandum and our financial statements and the other materials we provide you in connection with the Notes. These sources are only accurate as of their respective dates, and subsequent information from these sources will automatically update and supersede information contained in earlier documents. We have authorized no one to provide you with different information.

ABOUT THIS OFFER

The Notes may be offered separately or together in any combination and as separate series. We are not making an offer of these securities in any jurisdiction where the offer is not permitted. We reserve the right to withdraw, cancel or modify the offer to sell these Notes at any time without notice. We have the sole right to accept offers to purchase First Class Demand Notes and may reject, at our sole discretion, any proposed purchase of a Note in whole or in part.

THE COMPANY

Mercedes-Benz Financial Services USA LLC ("MBFS" or the "Company") is a single member LLC organized under the laws of the State of Delaware with Daimler AG as the ultimate parent. MBFS is a leading captive financial services organization that principally provides automotive financing to Daimler dealers (entities involved in the sale or lease of new or used vehicles manufactured or distributed by Daimler AG and its subsidiaries) and their customers. MBFS is affiliated with Daimler Financial Services ("DFS"), which operates in 40 countries as the global financial services

arm of Daimler AG.

Our Brands

MBFS provides financial services to Mercedes-Benz dealers and their retail customers. In the U.S. trucking industry, the Company does business as Daimler Truck Financial, and provides financial services to Freightliner, Western Star and Mitsubishi FUSO dealers and their customers.

Financing Products

MBFS' financing products consist of retail installment and lease contracts, wholesale financing and capital /real estate loans to dealers. The Company provides a variety of lease and installment sales contract solutions for customers to finance both new and pre-owned vehicles and services all of these leases and loans. Dealer products consist primarily of vehicle inventory financing (wholesale), as well as capital, equipment and construction/real estate loans.

Other Products

In addition to the financing solutions we offer, MBFS also takes pride in offering services that fit our customers' needs and lifestyles. Our First Class Protection insurance products are marketed by Daimler Insurance Agency LLC, a subsidiary of MBFS. They can be financed as part of a vehicle purchase or lease, making them an easy and cost effective way to handle commonly experienced interior and exterior vehicle damage such as dents, flat tires and cracked windshields. In 2011, MBFS also teamed up with American Express to offer two co-branded credit cards for Mercedes-Benz drivers and enthusiasts: the Mercedes-Benz Credit Card from American Express and the Platinum Card® from American Express Exclusively for Mercedes-Benz.

Our Customers

MBFS' customer base consists primarily of individuals who seek financing options for Mercedes-Benz automobiles or Daimler-manufactured commercial vehicles. On the commercial vehicle side of the business, customers are usually commercial fleets, vocational fleets, municipalities and owner-operators. Dealers are also key MBFS customers for wholesale inventory financing, capital loans and other products.

Portfolio

As of September 30, 2016, MBFS had a portfolio of approximately \$46.7 billion dollars. From the perspective of underlying assets, MBFS's portfolio is comprised of approximately 65 percent passenger car assets, 22 percent commercial vehicle assets, and 13 percent miscellaneous assets. From a product perspective, MBFS's portfolio is comprised of approximately 48 percent operating leases, 30 percent installment sales contracts/loans, and 22 percent wholesale products.

Competition

Our main competition comes from banking institutions and credit unions that finance passenger cars and commercial vehicles. MBFS competes based on its superior customer service and support, strong brand partner relationships, industry expertise and product knowledge, state-of-the-art technology, and operational effectiveness.

Core Values

MBFS is committed to excellent financial and mobility services that create value for our brands, dealers and customers; contribute to the financial success of Daimler; and offer rewarding opportunities to our employees and communities where we live and work. Our core values of integrity; openness and respect; financial and social responsibility; inspired, empowered and diverse people; customer focus; and commitment to excellence reflect these goals.

Customer Experience Strategy and Awards

Our customer experience strategy, simply put, is about delivering exceptional customer experiences at each and every interaction in an effort to drive both satisfaction and loyalty from our internal, external and dealer customers. This

initiative is called CustomerOne and is the cornerstone of our success. We believe the results of this strategy are showcased by MBFS ranking "Highest in Dealer Satisfaction" with Retail Leasing, Prime Retail Credit and Floor Planning in the Dealer and Customer Satisfaction Studies conducted by J.D. Power in 2015 and 2016.¹ Additionally, we've finished first the last 6 years in the Wholesale Floor Planning Category.

Workplace of Choice

The Great Place to Work Institute and Fortune magazine named MBFS one of 100 Best Workplaces for Millennials in the United States. MBFS is also heavily involved in social and cultural initiatives, a commitment to which is an integral part of our corporate culture. In 2015 alone volunteers from MBFS spent more than 7,000 hours doing work for charitable causes during the annual Week of Caring initiative.

Our Locations

MBFS only operates in the United States and has over 1,000 employees. Our headquarters is located in Farmington Hills, Michigan, and also serves as the regional headquarters for DFS' Americas operations, which includes the United States, Canada, Mexico, Argentina and Brazil. The Company's Business Center Operations are located in Fort Worth, Texas. Some employees work from other locations.

Executive Management

MBFS is directed by an Operations Committee (OC) comprised of 12 executives who oversee our key functional areas. The CEO and CFO of MBFS are described below.

Peter Zieringer – President and CEO: Peter Zieringer is responsible for Daimler Financial Services operations in the United States, Canada, Mexico, Brazil and Argentina. He assumed this position in 2011. Mr. Zieringer began his career over two decades ago at Daimler Benz AG in Stuttgart, Germany. He obtained a bachelor's degree in Economics at the European Business School, completing studies in Oestrich-Winkel, Germany and Paris, France. He obtained a Master of Business Administration from the American Graduate School of International Management (Thunderbird) in Arizona.

Brian Stevens – Vice President and CFO: Brian Stevens is responsible for the Finance & Controlling activities for Daimler's financial services operations in United States, Canada, Mexico, Brazil and Argentina. He assumed this position in 2009. Prior to his current assignment, Mr. Stevens held multiple managerial roles within Daimler Financial Services, including an international assignment as the regional CFO for Europe, Africa and Asia-Pacific within Daimler Financial Services. Mr. Stevens received his Bachelor of Business Administration in Accounting from Grand Valley State University in 1991 and a Master of Business Administration in Finance from Duke University in 1996. He is a registered Certified Public Accountant in the State of Michigan.

Financial Information

For additional information regarding our financial condition and results of operations, please see our financial statements which are available at www.firstclassdemandnotes.com, and which are incorporated herein by this reference.

About Daimler AG

Daimler AG is one of the world's most successful automotive companies. With its divisions Mercedes-Benz Cars, Daimler Trucks, Mercedes-Benz Vans, Daimler Buses and Daimler Financial Services, the Daimler Group is one of the biggest producers of premium cars and the world's biggest manufacturer of commercial vehicles with a global reach.

¹ Mercedes-Benz Financial Services received the highest numerical score among 21 retail leasing providers (2015-2016), 43 prime retail credit providers (2015-2016), and 16 floor planning lenders (2011-2016) J.D. Power U.S. Dealer Financing Satisfaction Studies. 2016 study based on 20,072 total responses, measuring the perceptions and experiences of dealerships with their finance providers, surveyed April-May 2016. Your experiences may vary. Visit jdpower.com

Daimler Financial Services provides financing, leasing, fleet management, insurance, financial investments, credit cards, and innovative mobility services.

The company's founders, Gottlieb Daimler and Carl Benz, made history with the invention of the automobile in the year 1886. As a pioneer of automotive engineering, Daimler continues to shape the future of mobility today.

The Group's focus is on innovative and green technologies as well as on safe and superior automobiles that appeal and fascinate. Daimler consequently invests in the development of alternative drivetrains with the long-term goal of emission-free driving: from hybrid vehicles to electric vehicles powered by battery or fuel cell. Furthermore, the company follows a consistent path towards accident-free driving and intelligent connectivity all the way to autonomous driving. This is just one example of how Daimler willingly accepts the challenge of meeting its responsibility towards society and the environment.

Daimler sells its vehicles and services in nearly all the countries of the world and has production facilities in Europe, North and South America, Asia, and Africa. Its current brand portfolio includes, in addition to the world's most valuable premium automotive brand, Mercedes-Benz, as well as Mercedes-AMG, Mercedes-Maybach and Mercedes me, the brands smart, Freightliner, Western Star, BharatBenz, FUSO, Setra and Thomas Built Buses, and Daimler Financial Services' brands: Mercedes-Benz Bank, Mercedes-Benz Financial, Daimler Truck Financial, moovel, car2go and mytaxi. The company is listed on the stock exchanges of Frankfurt and Stuttgart (stock exchange symbol DAI). If you are interested in learning more about Daimler AG, please visit www.Daimler.com for the latest Annual Report. Neither the Annual Report nor any other information on that website is incorporated by reference in this private placement memorandum.

USE OF PROCEEDS

The net proceeds from the sale of the Notes will be added to the general funds of MBFS and will be available for financing our operations which may include loans to affiliated Daimler entities or for any other purpose. MBFS anticipates using the funds to finance a mix of short-term and long-term assets.

ABOUT FIRST CLASS DEMAND NOTES

General

All funds invested in First Class Demand Notes, together with accrued interest, redemptions and fees, if any, are recorded on a register maintained by the Processing Agent. The Notes are issued as one or more global securities held by Wilmington Trust, National Association, the form of which is available at www.firstclassdemandnotes.com. No certificate or other instrument evidencing MBFS' indebtedness is issued to an investor. The First Class Demand Notes register also includes the name(s), address(es), tax identification or social security number(s) and, in the case of natural persons, date(s) of birth of the owner(s) of the Notes. In addition, investors will be required to provide certain financial information to verify their status as an "accredited investor" as described in Appendices A & B and may be required to provide certain other information as required by applicable law. We will not accept facsimile signatures on any checks, forms, change requests or any other document that affects a redemption or change in ownership of a Note. Subject to applicable law, First Class Demand Notes may be owned individually, jointly, in a trust or custodial capacity or in the name of a corporation, business, partnership, LLC or association.

The Company will not appoint a trustee and will not qualify an indenture under the Trust Indenture Act of 1939, as amended, with respect to the Notes. Therefore, the Processing Agent will have no fiduciary responsibilities to holders with respect to the Notes nor will it coordinate any collective legal actions against MBFS by the holders of the Notes with respect to MBFS's obligations under the Notes. Each holder of a Note will be required to enforce the obligations of MBFS under the Notes.

The Notes contain no covenants that would limit the amount of indebtedness that MBFS may incur or the amount of

dividends that MBFS may pay.

Investors will be provided with monthly statements showing a summary of all investments and redemptions, the amount of accrued and reinvested interest, the principal amount of the investor's First Class Demand Note at the end of the period, and fees, if any. With your consent, such statements may be provided to you electronically. An investor may obtain its current First Class Demand Notes balance at any time by calling 1-866-242-0120 or accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>.

The First Class Demand Notes have no stated maturity and may be redeemed, in whole or in part, at the option of the investor at any time; provided, however, that redemptions are subject to certain minimum redemption amounts. (See "How to Redeem"— below). The First Class Demand Notes are not subject to any sinking fund.

The following will be "Events of Default" with respect to the Notes: (a) default in the payment of any interest or principal on any Note when due and payable, and continuance of such default for a period of 30 days which is not due to administrative error (an administrative error shall not be considered an event of default unless such error shall have continued uncorrected for a period of 30 days after written notice from a Demand Note holder to the Processing Agent with a copy to the Company); (b) default in the performance of any other covenant with respect to the Notes, and continuance of such default for a period of 60 days after written notice to MBFS from the holders of at least 25% of the principal amount of Demand Notes then outstanding; and (c) certain events in bankruptcy, insolvency or reorganization of MBFS. In case an Event of Default shall have occurred and be continuing, the principal of and interest on all outstanding Notes shall become immediately due and payable upon written notice from the holders of at least 25% of the principal amount of Demand Notes then outstanding.

Unless you agree otherwise, MBFS has no right of set-off against any Note for indebtedness not related to such Note. MBFS shall have the right to deduct from the principal amount of a Note any amounts invested by us in error in such Note. In addition, we may, in our sole discretion, put a block on your First Class Demand Notes in connection with an Internal Revenue Service notice, court order or pursuant to any other legal or governmental action or requirement.

Administration

The First Class Demand Notes Committee generally has full power and authority to amend the First Class Demand Notes program, to interpret its provisions, to waive requirements, to adopt rules and regulations, and to set and adjust the rate of interest to be paid, including, at the discretion of the First Class Demand Notes Committee, establishing tiered rates of interest with respect to Notes with aggregate principal amounts falling within different ranges as of an established periodic reference date. The members of the First Class Demand Notes Committee are appointed by the MBFS management team. They do not receive any compensation for their services as such, but are officers, directors or employees of MBFS or any of its affiliated entities.

We have appointed The Bank of New York Mellon as the Processing Agent to handle the day-to-day administration of the First Class Demand Notes program.

Basic and Tiered Interest Rates

The First Class Demand Notes bear interest at a floating rate as determined by the First Class Demand Notes Committee. In deciding on the interest rate, the First Class Demand Notes Committee examines, among other things, the level of interest rates generally and the changes in such interest rates that occur from time to time. The First Class Demand Notes Committee may provide for differing interest rates based on, among other criteria, the size of individual Notes and the investor entity type (individually, "Other Criterion" and collectively, "Other Criteria"). You will be notified by e-mail in the event that the First Class Demand Notes Committee determines to change from a uniform interest rate to multiple interest rates, from multiple interest rates, if applicable in the future, to a uniform interest rate or to use an Other Criterion. The First Class Demand Notes Committee is not obligated to provide multiple

interest rates or to use Other Criterion.

If for an applicable interest period the First Class Demand Notes Committee decides to use multiple interest rates based on one or more Other Criteria, the First Class Demand Notes Committee will determine the interest rates applicable to Notes based on each Other Criteria within specified ranges (each a "Range"). Although we expect that similar Ranges will be used for consecutive interest periods, we reserve the right to modify the specified Ranges without notice, provided that Ranges shall not be modified other than on a Friday of each week to be effective the following Monday. The specified Ranges for each interest period, together with the interest rate applicable to each such Range, will be posted on the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>. The Range within which a Note falls will be determined based on the applicable Other Criteria and the aggregate principal amount of such Note, as identified by its assigned Note number. The principal amount of Notes with distinct assigned Note numbers will not be aggregated, regardless of beneficial ownership or any other consideration. The applicable Range for each Note will be determined based on the aggregate principal amount of a Note on a daily basis, in accordance with the Processing Agent's applicable procedures. The rate of interest that the Notes bear for any period is not an indication or representation of future rates of interest for the Notes.

The current interest rate will be posted on the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>.

The interest rate on the Notes is subject to change on Friday of each week, with any change being effective the following Monday. If either day is not a "Business Day", the change and/or related effective date may be on the following Business Day. For purposes of the First Class Demand Note program, a "Business Day" is any day other than a Saturday, Sunday or other day on which banks are authorized by federal law or required by Pennsylvania or New York law to close. The rate of interest paid for any period on the Notes is not an indication or representation of future rates. Interest on the Notes is compounded daily, at the rate in effect each day, based on a 365-day year. During a leap year, the interest on the Note is compounded daily, at the rate in effect each day, based on a 366-day year. Interest payable on the Notes accrues daily and will be credited to your Notes and automatically reinvested (unless you select the automatic monthly interest redemption option) on the last Business Day of each calendar month unless you elect to redeem Notes, in which case interest is credited to the Notes to be redeemed on the day immediately prior to the redemption date.

Fees

Investors will be charged a \$15 fee for outgoing wire transfers. You also may be charged a fee by your commercial bank or financial institution if you make an investment or receive a redemption amount by Automated Clearing House ("ACH") or wire transfer. Investors will also be charged a \$5 fee per month for an open Note balance below the \$10,000 fee free minimum. We may assess certain fees from time to time for services as determined by the First Class Demand Note Committee in its sole discretion. Any fees will be directly debited from your Note principal. Written notice of any fee changes will be given at least 30 days before they become effective.

Obligation to Review Investment Activity and Maintain Accurate Information On File With Us

You are responsible for promptly examining each monthly statement to determine the accuracy of all redemption and investment activity made that month. If your statement shows activity that you did not authorize, notify us at once. If you fail to promptly report an unauthorized redemption, you may not be able to recover any losses resulting from the redemption. In addition, you must promptly provide the Processing Agent with notice of any change in your address. If your registered address is not kept up to date and mail is returned to us or the Processing Agent by the United States Post Office and we cannot locate you, we may be required after a specified time period to remit your Note as abandoned property as required by applicable state unclaimed property law. You may update your address on-line or in writing. Address change requests sent to us in writing must include your Note number and be signed by all owners of the Note.

Minimum Investment

If your total investment falls below \$250, we have the right to redeem all of your Notes. Before we redeem your Note, we will give you at least 30 days prior written notice reminding you of the minimum and indicating a redemption date if you neglect to bring your total investment to the minimum level required within 30 days of the date of notice.

PRIVATE PLACEMENT; QUALIFIED PARTICIPATION

The Notes have not been registered under the U.S. Securities Act of 1933, as amended. Accordingly, the Notes are being offered and sold only to “Accredited Investors” in transactions that are exempt from the registration requirements of the Securities Act and state securities laws. The current definition of an “accredited investor” may be found in Appendix A to this private placement memorandum. The definition is also included on the First Class Demand Notes Online Enrollment Form and in the FAQs section of the program website. Each prospective investor is required to verify his/her/its accredited investor status prior to enrollment as well as periodically while investing in First Class Demand Notes. Existing investors in our Series 1 Demand Notes will need to verify his/her/its accredited investor status as well. If an existing investor in our Series 1 Demand Notes fails to verify his/her/its accredited investor status, or if any investor fails to re-verify his/her/its accredited investor status when required under the program, he/she/it may continue to earn and reinvest interest on their existing Demand Notes, but will not be able to invest new funds. The verification process can be found in Appendix B to this private placement memorandum.

Only US citizens, and Trusts, estates, partnerships, and corporations established in or under the laws of the US may participate. MBFS reserves the right to reject an enrollment in First Class Demand Notes in its sole discretion for any reason.

HOW TO INVEST

The minimum initial investment is \$10,000. To make an initial investment in a Note, you must complete the First Class Demand Notes Online Enrollment Form, complete the “accredited investor” verification process described in Appendix B and link a bank account from which your initial investment will be funded electronically. Following your initial investment, you may invest in First Class Demand Notes at any time if you continue to qualify as an “accredited investor”, without charge, by check, by wire transfer, by charge to your bank account through the ACH network or by any other means permitted by the program. You will be required to maintain a minimum \$250 investment balance in your First Class Demand Note (see “Optional Redemptions or Suspension by MBFS” below). A \$5 fee per month will be assessed for any Note that maintains an average balance of less than \$10,000. All of your investments are required to be in U.S. dollars and investments by check must be drawn on a financial institution organized under the laws of the United States. We will reject all checks drawn on a foreign bank or a United States branch of a foreign bank.

Investments by Check

All investments by check should be made payable to “Mercedes-Benz Financial Services” and mailed to: First Class Demand Notes, P.O. Box 535406, Pittsburgh, PA 15253. Check investments must include your 14-digit First Class Demand Note number assigned to you by the Processing Agent. Investments by check that are received and processed by the Processing Agent before 10 a.m. Eastern Time are invested in your First Class Demand Note on the same Business Day as your check is received. Investments by check that are received and processed by the Processing Agent after 10 a.m. Eastern Time are invested in First Class Demand Notes on the next Business Day after the date of the check’s receipt. Interest begins to accrue on the day your check is invested. Neither the Processing Agent nor MBFS is responsible for delays in the receipt of checks mailed. **Your investment made by check is available for redemption on the sixth Business Day after the Processing Agent processes the investment of your check.** You can confirm the date your investment was made by accessing the First Class Demand Notes note

holder website at <https://www.eaccountservices.com/mbfs>, by contacting the Processing Agent directly or by using the available automated phone system at 1-866-242-0120.

Investments by Wire Transfer

Once you have made your initial First Class Demand Notes investment, you may make subsequent investments by transferring funds via bank wire. MBFS does not assess a fee for receipt of wire transfer investments to your Note. You will be assessed a \$15 fee for any wire transfer to redeem an investment in your First Class Demand Note in addition to any fees that your bank may charge you. To do so, an investor must comply with instructions provided in the applicable form/s. The bank wire must include the designation "First Class Demand Notes," your name (as registered on your First Class Demand Notes), address, and your 14-digit First Class Demand Note number. An investment by wire transfer of funds to the Processing Agent is invested in your First Class Demand Note on the Business Day the funds are received by the Processing Agent in proper form and begins to accrue interest on that day provided the funds have been received by the Processing Agent by 2:00 p.m. Eastern Time. Funds received after 2:00 p.m. Eastern Time are invested and begin to accrue interest on the next Business Day. Neither the Processing Agent nor MBFS is responsible for delays in the transfer and wiring of funds. **Your investment made by wire transfer is available for redemption on the same Business Day the Processing Agent processes the investment of your wire transfer into your First Class Demand Notes.** You can confirm the date your investment was made by accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>, or by utilizing the available automated phone system at 1-866-242-0120.

Investments by Automatic Monthly, Periodic or Ad-hoc Electronic Transfer (ACH) from a Bank Account

You may elect to authorize the Processing Agent to make an automatic monthly or periodic charge or an ad-hoc charge from up to two of your personal banking account(s). Upon receipt of proper authorization, the Processing Agent will prepare an ad-hoc electronic transfer or, in the case of monthly or periodic transfers, an automatic electronic transfer using up to two transfer dates each month, in each case drawn against your bank account(s) for the amount authorized and on the Business Day you have requested. The proceeds from the electronic transfer are invested in your First Class Demand Note and begin to accrue interest on the same Business Day that the Processing Agent receives the electronic transfer. If the transfer day falls on a weekend, the transfer will be initiated on the next Business Day; provided, however, if an ACH automatic investment is set for the last weekend of a month, the investment will be made on the last Business Day of that month. You may elect up to two transfer dates using up to two different bank accounts. **Your investments made by electronic transfer are available for redemption on the fourth Business Day after the Processing Agent processes the investment of your electronic transfer.** You can confirm the date your investment was made by accessing the First Class Demand Notes note holder website at www.eaccountservices.com/mbfs, or by using the available automated phone system at 1-866-242-0120. An investor with banking instructions on file may make an ad-hoc investment by accessing the First Class Demand Notes website at www.eaccountservices.com/mbfs or by calling the Processing Agent during Processing Agent's regular business hours at 1-866-242-0120. To establish the automatic monthly or periodic charge to your banking account(s), you must elect this option on the program website, or obtain the necessary authorization form directly from the Processing Agent. You may change the amount(s) or day of transfer of your automatic monthly investment or terminate your automatic or periodic investment entirely at any time online or by providing written notice to the Processing Agent. Your notice is effective as soon as practicable after it is received by the Processing Agent. There is a 10 Business Day set-up period each time you add, change or terminate the banking instruction(s) for either of the above investment options.

Investments by Direct Investment of Full or Partial Paycheck, Pension or Social Security Check

After your initial Demand Note investment, you may elect to invest in First Class Demand Notes by instructing your place of employment, other issuer of regularly recurring payments, or, in the case of social security checks, the Social Security Administration, to invest all or a portion of your net paycheck, annuity or pension checks, social security checks or other recurring payments directly into your First Class Demand Note and authorizing the Processing Agent

to receive such investments. Investments by direct investment may be made by electronic transfer or by check. The proceeds from direct investments made by electronic transfer of funds are invested in your First Class Demand Note and begin to accrue interest on the same Business Day that the Processing Agent receives the electronic transfer. If the transfer day falls on a weekend, the transfer will be initiated on the next Business Day. Your investments made by electronic transfer are available for redemption as soon as the Processing Agent processes the investment of your electronic transfer. You can confirm the date your direct investment was made by accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>, or by using the available automated phone system at 1-866-242-0120. Direct investments made by checks mailed to the Processing Agent that are received and processed by the Processing Agent before 10 a.m. Eastern Time will be invested in your Demand Note on the same Business Day as the check is received. Direct investments made by checks mailed to the Processing Agent that are received and processed by the Processing Agent after 10 a.m. Eastern Time will be invested in your Demand Note on the next Business Day after the check is received. Interest will begin to accrue on the day the check is invested. Your direct investment made by check is available for redemption on the sixth Business Day after the Processing Agent processes the investment of the check. For a direct investment made by check, the check must be in U.S. dollars and drawn on a financial institution organized under the laws of the United States. To terminate your direct investments, you must notify the issuer(s) of such check(s) or other payment(s).

HOW TO REDEEM

You may redeem all or part of your First Class Demand Note by following the procedures described below. **If the amount to be redeemed includes any portion of an investment made by check, or by electronic transfer from your bank account, the redemption instructions will not be honored if the instructions are received within five Business Days from the receipt of such investment check or within three Business Days of receipt of an electronic transfer.** While the Notes will always remain redeemable at the option of holders at any time, we reserve the right at any time to modify, suspend or terminate any of the redemption methods described below. All redemption proceeds will be paid via check or electronic transfer (ACH or wire transfer). Interest on a redeemed investment accrues to, but does not include, the date of redemption. Any request for a change to your method of redemption or notice regarding your First Class Demand Note must be made on the applicable form.

Automatic Monthly or Quarterly ACH Redemption or Monthly Interest ACH Redemption

If you select this option on the enrollment form, you authorize the Processing Agent to automatically redeem (a) on a monthly or quarterly basis a specified part of your First Class Demand Notes (minimum \$500) or (b) on a monthly basis, the interest accrued and posted to your First Class Demand Notes. These options are available only if there are designated bank account instructions for redemption by ACH on file with the Processing Agent. You can also select this option by accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>. If you select either the automatic monthly or quarterly redemption option, the Processing Agent will establish the third Business Day prior to the end of the relevant month or quarter, as the case may be, as the redemption date. If you select the monthly interest redemption option, the Processing Agent will establish the last calendar day of such month as the redemption date. On the established redemption date, the Processing Agent will redeem a portion of your Note by an amount equal to the redemption amount that you have specified or, if you have elected Monthly Interest ACH Redemption, the interest amount that would have been credited to your Note for that month. The Processing Agent will send, via ACH transfer, the funds to your designated bank account. The funds will be credited to your bank account on the second Business Day following the established redemption date. This option will only be available if you have designated bank account instructions on file with the Processing Agent. If on the established redemption date for any Automatic Monthly or Quarterly ACH Redemption or Monthly Interest ACH Redemption, your First Class Demand Note does not have a principal amount of \$750 or more, the Processing Agent will not honor the redemption. You may terminate the Automatic Monthly or Quarterly ACH Redemption Option or Monthly Interest ACH Redemption Option online or by providing written notice to the Processing Agent. Such notice is effective as soon as practicable after receipt by the Processing Agent. You may also request the Automatic Monthly or Quarterly ACH Redemption or Monthly Interest ACH Redemption Option after you have submitted the enrollment form by providing the Processing Agent with a

written request to add the desired automatic redemption option to the Note and by providing a set of bank account instructions. Your written request requires the signatures of all registered owners (including joint owners) of the First Class Demand Note exactly as the name(s) appear on the enrollment or last updated change form.

Ad-hoc ACH Redemption

If you select this option on the applicable form, you authorize the Processing Agent to act on telephonic, electronic, or written redemption instructions from any person representing himself or herself to be a registered owner of the First Class Demand Note. You may authorize, either through the automated phone system at 1-866-242-0120, through a customer service representative, by accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>, or by written instruction to the Processing Agent to redeem your First Class Demand Note by an amount of \$500 or more upon request. If the ACH redemption request is received by 8:30 a.m. Eastern Time on any Business Day, then the funds will settle on the second Business Day following such request. If the request is received by the Processing Agent after 8:30 a.m. Eastern Time on any Business Day, then the funds will settle on the third Business Day following the date of such request. The Processing Agent's record of your instructions is binding.

You may also request the Ad-hoc ACH Redemption Option subsequent to opening your Note by providing the Processing Agent with a written request to add the option to the Note and by providing a set of bank account instructions. Your written request requires the signatures of all registered owners (including joint owners) of the Note exactly as the name(s) appear on record for your Note-

Redemption by Wire

If you select this option during enrollment, you may redeem your Note, in part, during the Processing Agent's regular business hours but prior to 2:00 p.m. Eastern Time for same day receipt, by having redemption proceeds of \$1,000 or more wired to a pre-designated bank account. You will be assessed a \$15 fee for any wire transfer redemption in addition to any fees that your bank may charge you. By use of this option, you authorize the Processing Agent to act on telephone or written redemption instructions from any person representing himself or herself to be a registered owner of the Note. The Processing Agent's record of any such instructions is binding. To select the Redemption by Wire option, you must designate during enrollment an account at a bank in the United States to receive the redemption proceeds. Once established, you may use this option by accessing the First Class Demand Notes note holder website at <https://www.eaccountservices.com/mbfs>, or by calling the Processing Agent during regular business hours through the automated phone system at 1-866-242-0120. Upon receipt of wire redemption instructions, the Processing Agent will redeem a portion of your Note sufficient to cover the amount specified in your wire redemption instructions. If the redemption instructions are received by 2:00 p.m. Eastern Time on any Business Day, the Processing Agent will wire the redemption proceeds to the pre-designated bank account or Note on the same Business Day. If the redemption instructions are received after 2:00 p.m. Eastern Time on any Business Day, the Processing Agent will wire the redemption proceeds to the pre-designated bank account or Note on the next Business Day. You may add or change the Redemption by Wire instructions only upon written request to the Processing Agent accompanied by a signature of each registered owner (including joint owners) of the First Class Demand Note. Neither the Processing Agent nor MBFS is responsible for delays in the wiring of funds through the banking system or for the authenticity of redemption instructions.

Full Redemption/Note Closure

You may redeem your Note in full by providing telephone or written instructions to the Processing Agent to effect a full redemption. Written instructions must state your intention to redeem your Note in full and must be mailed to the Processing Agent. Upon receiving your instructions, the Processing Agent will redeem in full your Note, including accrued and unpaid interest to, but excluding, the date of redemption. The Processing Agent will mail a bank check to the registered address or process an ACH redemption.

OPTIONAL REDEMPTIONS OR SUSPENSION BY MBFS

MBFS may redeem, at any time in its discretion, all or any part of the First Class Demand Notes. MBFS reserves the right to redeem immediately any Note of an investor who we believe, in our sole discretion, is abusing or misusing the redemption provisions of the Notes. MBFS may redeem, in our sole discretion, any particular Note that maintains an average balance amount of less than \$250 for a period consisting of the two consecutive months immediately following the month in which the average balance amount of the Note falls below \$250. Any redemption initiated by MBFS would be paid via check or ACH redemption to the former investor. MBFS or the Processing Agent may also suspend ACH transaction or wire transfer privileges, or suspend compliance with an investor's instructions with respect to the Note at any time at its sole discretion to comply with applicable law, to prevent fraud, or for any other business reason. Neither MBFS nor the Processing Agent are responsible for any losses that result due to such a suspension or redemption.

MODIFICATION, SUSPENSION OR TERMINATION OF PROGRAM

MBFS intends the First Class Demand Notes program to be a permanent method for investment but reserves the right at any time to terminate, to suspend or from time to time to modify the program in part or in its entirety, or in respect of categories of investors, including but not limited to, investors located in one or more jurisdictions. MBFS may, in its discretion, temporarily suspend the acceptance of new investment in Notes without such suspension constituting a suspension or termination of the program. No termination, modification or suspension will affect your right to redeem your Notes, diminish the net aggregate principal amount of your Notes as of the effective date thereof or decrease the interest rate payable on the Notes for any period prior to the date on which the change in such interest rate is announced. If MBFS were to terminate the program, termination would be carried out by sending close-out checks or ACH redemptions to former investors.

GOVERNING LAW

The Notes are governed by, and construed in accordance with, the laws of the State of New York.

PROCESSING AGENT

MBFS has appointed The Bank of New York Mellon to act as the Processing Agent for the First Class Demand Notes. The Bank of New York Mellon is performing its duties under the Agreement solely as the processing agent of MBFS and service provider to MBFS and does not assume any obligation or relationship of agency or trust, for or with you or on your behalf. MBFS will issue the Notes offered hereby under the Agreement between the Company and The Bank of New York Mellon. The Company will not appoint a trustee and will not qualify an indenture under the Trust Indenture Act of 1939, as amended, with respect to the Notes. Services performed by the Processing Agent on behalf of MBFS include:

- investment and redemption processing and accounting;
- preparation of statements and other correspondence;
- investor servicing;
- monthly reporting of the principal amount of Notes, accrual of interest income and payment and reinvestment of interest accrued; and
- required tax reporting and filings with the federal government.

NOTICES AND LIMITATION OF LIABILITY

You must promptly provide the Processing Agent with notice of any change in your address. Such notice must be in writing and must include your taxpayer identification number or social security number, the First Class Demand Note number assigned by the Processing Agent and the signatures of all registered owner(s) (including joint owners) on the First Class Demand Notes and must be signed exactly as the name(s) appear(s) on record for your Note. The notice must be mailed to the Processing Agent. Alternatively, an investor may provide notice of a change of address by visiting <https://www.eaccountservices.com/mbfs>. The notice will be effective as soon as practicable after receipt thereof by the Processing Agent.

All notices, statements and communications provided to you by us or the Processing Agent pursuant to the provisions of the program will be deemed to have been duly given when electronically mailed, mailed by first-class mail, postage prepaid to the registered address of the registered owner(s) and all notices sent to your current address or current email address on record with the Processing Agent shall be deemed given to you personally, whether or not actually received. Statements can also be emailed at the customer's request via online preferences. You must exercise reasonable promptness in examining each monthly First Class Demand Notes statement mailed to you to determine the accuracy of all redemptions and investments made that month to your First Class Demand Note. Failure to promptly report to the Processing Agent an unauthorized payment will result in your being liable for any losses resulting from the payment. In no event shall MBFS or the Processing Agent be liable to you for any special, incidental, punitive, exemplary, indirect or consequential damages as a result of any redemption or attempted redemption by you or your failure to promptly report to the Processing Agent any other error on your monthly statement. All notices or communications from you to us and/or the Processing Agent must include your name and address, your tax identification or social security number and the First Class Demand Notes number assigned by the Processing Agent and must be signed by all registered owner(s) (including joint owners) of the First Class Demand Notes and must be signed exactly as the name(s) appear(s) on record for your Note. Such notices or communications to us must be sent to: First Class Demand Notes, P.O. Box 535406, Pittsburgh, PA 15253. Neither we nor the Processing Agent shall be liable for any loss or expense to you caused directly or indirectly by government restrictions (including the suspension of banking or settlement), war, terrorism, strikes, blackouts, or any other conditions beyond our or the Processing Agent's control. In addition, neither the Company nor the Processing Agent will have any obligation to contest any legal proceeding brought against a Note by any third party nor be liable for any payment of redemption proceeds from a Note to anyone other than the registered owner as a result of a legal proceeding or governmental action.

In addition, under the Agreement, the Processing Agent is indemnified by MBFS and shall not be liable to you for losses arising as a result of the Processing Agent's performance of the services.

TAXES

Payments of interest on the Notes are expected to be taxable in the year in which such interest is accrued or received (in accordance with the holder's method of tax accounting), regardless of whether such interest is reinvested. **Note holders that are not corporations or otherwise exempt will be issued a Form 1099 each year that states the full amount reported to the Internal Revenue Service as taxable income.** No part of such interest is excludible from taxable income, although it may not be subject to U.S. federal income tax in the hands of certain tax exempt holders. Backup withholding and information reporting requirements may apply to certain non-corporate U.S. holders. The interest income also may be subject to taxation by some state and local governments. The U.S. Federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their own independent tax advisors with respect to the tax consequences to them of the ownership and disposition of the Notes, including but not limited to the tax consequences under state, local, foreign and other tax laws, the effects of net investment income at certain income thresholds, characterization of the Notes as reset bonds or contingent payment debt instruments, and the possible effects of future changes in federal or other tax laws.

PLAN OF DISTRIBUTION

The Notes are offered on a continuous basis by MBFS directly on its own behalf and no commissions will be paid. We may also from time to time designate agents through whom Notes may be offered. Only US citizens that are accredited investors, and Trusts, estates, partnerships, and corporations established in or under the laws of the US that are accredited investors, may participate in the program. We have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes in whole or in part.

LEGAL OPINION

The legality of the Notes offered hereby will be passed upon by Mayer Brown LLP, Chicago, Illinois.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This private placement memorandum may contain various forward-looking statements that are based upon our current expectations and assumptions concerning future events that are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated. The words “expect,” “anticipate,” “estimate,” “forecast,” “initiative,” “objective,” “plan,” “goal,” “project,” “outlook,” “priorities,” “target,” “intend,” “evaluate,” “pursue,” “seek,” “may,” “would,” “could,” “should,” “believe,” “potential,” “continue,” or the negative of any of these words or similar expressions is intended to identify forward-looking statements. All statements contained in this private placement memorandum, other than statements of historical fact, including without limitation statements about future events and financial performance, are forward-looking statements that involve certain risks and uncertainties. While these statements represent our current judgment on what the future may hold, and we believe these judgments are reasonable, these statements are not guarantees of any events or financial results, and actual results may differ materially due to numerous important factors. Many of these risks, uncertainties and assumptions are beyond our control, and may cause actual results and performance to differ materially from our expectations. Accordingly, you should not place undue reliance on the forward-looking statements contained in this private placement memorandum. Such forward-looking statements speak only as of the date on which the statements were made. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events or other such factors that affect the subject of these statements, except where expressly required by law. References in this private placement memorandum to “MBFS,” “we,” “us” and “our” are to Mercedes-Benz Financial Services USA LLC, a Delaware limited liability company. Unless the context otherwise requires, references to “Daimler,” the “Daimler Group” or the “Group” refer to Daimler AG and its consolidated subsidiaries, or any one or more of them.

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for the last two calendar years and the most recent interim period for which financial statements are available for Mercedes-Benz Financial Services USA LLC is available at www.firstclassdemandnotes.com and <https://www.eaccountservices.com/mbfs>. Please visit the “Forms” section of one of the aforementioned websites to download the current financial statements and to view the most up-to-date ratio of earnings to fixed charges included therein.

FINANCIAL STATEMENTS

The most recent financial statements prepared by Mercedes-Benz Financial Services USA LLC are available at www.firstclassdemandnotes.com and <https://www.eaccountservices.com/mbfs>. Please visit the “Forms” section of one of the aforementioned websites to download the current financial statements. MBFS prepares financial statements for consolidation into Daimler AG and intermediary parent financial statements. The special purpose consolidated financial statements of MBFS are presented in U.S. dollars (\$) and prepared using accounting principles consistent with International Financial Reporting Standards as issued by the International Accounting Standards Board, which differ from standards with respect to United States generally accepted accounting principles (GAAP). The financial statements are unaudited. For specific questions regarding Mercedes-Benz Financial Services USA LLC please contact us in writing at the address below:

Mercedes-Benz Financial Services First Class Demand Notes
36455 Corporate Drive Farmington Hills, MI 48331
866-242-0120

APPENDIX A – ACCREDITED INVESTOR DEFINITION

In order to be eligible to invest in the First Class Demand Notes program, a prospective investor must be an “accredited investor” as defined in Regulation D under the Securities Act. An investor is an “accredited investor” if he/she/it is either:

- 1) A natural person with individual income exceeding \$200,000 in each of the two most recent years and with a reasonable expectation of reaching the same income level in the current year; or who has an individual net worth* that exceeds **\$1 million** at the time of the purchase;
- 2) A **natural person** who has a **joint income** with that person’s spouse exceeding **\$300,000** in each of the two most recent years and with a reasonable expectation of reaching the same income level in the current year; **or** who has a **joint net worth*** with the person’s spouse that exceeds **\$1 million** at the time of the purchase;
- 3) A **tax exempt charitable organization, corporation, business trust or partnership** not formed for the specific purpose of enrolling in First Class Demand Notes with **total assets exceeding \$5 million**;
- 4) A **bank, savings and loan association, insurance company, SEC registered investment company, business development company, or licensed small business investment company**;
- 5) An **employee benefit plan**, within the meaning of the Employee Retirement Income Security Act, **if a bank, savings and loan association, insurance company, or SEC registered investment adviser makes the investment decisions**, or if the plan has **total assets in excess of \$5 million**;
- 6) A **director or executive officer** of Mercedes-Benz Financial Services USA LLC;
- 7) An **entity** in which **all the equity owners are accredited investors**; or
- 8) A **trust** with **assets in excess of \$5 million**, not formed to enroll in First Class Demand Notes, whose purchases are directed by a sophisticated person with such knowledge and experience in financial and business matters that is capable of evaluating the merits and risks of an investment in the Notes.

*Note: In calculating net worth, 1) do not include your primary residence as an asset, and 2) do not include debt on your primary residence as a liability with two exceptions: a) include debt secured by the primary residence to the extent that the amount of debt is greater than the fair market value of the primary residence, and b) include any increase in the amount of debt secured by the primary residence in the last 60 days. All other assets or liabilities (e.g., secondary residences) are included to their full extent at fair market value.

APPENDIX B – INVESTOR VERIFICATION PROCESS

Verifying the accredited investor status of all of our investors is an SEC requirement of our program. MBFS First Class Demand Notes will be using a third party (InvestReady) to complete accredited investor verifications on our behalf. We are working closely with InvestReady to ensure this process is as simple and user-friendly as possible. The basic process will require each investor to upload some documentation to the vendor's website that proves the individual is an accredited investor. Based on how the investor qualifies as accredited (for example, income vs. net worth), a different set of documentation will be required. Please see the information below for a more thorough description of the process for each verification type.

Income

Individuals are given the option to upload W2's, 1099's, and other official tax statements that document their income, or, alternatively, to "Request" their verification from the Internal Revenue Service (IRS). With the "Request" method, the investor will be given a short form of questions to answer and a signature box to sign off on the information digitally. This form takes less than five minutes to fill out. The "Upload" method generally has a turnaround time of 24-48 hours because InvestReady is able to immediately examine the documents, while the IRS "Request" generally has a turnaround time of 48-96 hours. This is dependent on the turnaround time at the IRS, which is beyond the control of MBFS First Class Demand Notes or InvestReady.

Net Worth

Individuals will be asked to verify their net worth (excluding the value of their primary residence) through a user friendly online form and upload supporting asset statements with proof of ownership, an evaluation date, and the value of the asset. As noted above, the value of your primary residence is not considered an asset, but if you owe more on your mortgage than the value of your primary residence, that difference will count as a liability. InvestReady will obtain a copy of an individual's credit report from one of the three major credit bureaus in order to accurately verify an individual's liabilities. Obtaining the credit report will not affect the individual's credit score. All asset verifications require a credit report to be reviewed in order to comply with SEC regulations. The turnaround time for asset verifications can range from one to five business days.

Third Party

This method allows the investor the option to upload a third party letter, or to give InvestReady permission to request a letter from their service provider on the investor's behalf. In the first option, "Upload", the user can upload an existing letter of accredited status from a qualified third party, as specified by in the SEC regulations. This is common when the investor has already gone through the verification process elsewhere. The second option, "Request," allows the investor to enter the email address of their certified public accountant, attorney, registered investment advisor, or broker/dealer to furnish the verification. Once submitted, an automatic email and unique URL is triggered and sent to the verifier. The email contains instructions to follow the link and complete the verification for their client. The third party verifier has the option to use our "Letter Builder" which asks for specific information and autocompletes a compliant third party letter or to upload a letter of their own. For convenience, InvestReady provides sample letters for these verifiers. Finally, InvestReady also provides a free credit report to the third party verifier when they are making an asset verification. Third Party verifications take anywhere from one to five business days.

Trust/Corporate or other Entity

This method of verification is for individuals who make their investments through a trust or an entity. There are several different ways a trust or entity can be considered accredited. Since trusts/entities are typically set up by an attorney or certified public accountant, InvestReady tries to streamline the third party verification method for this verification by asking the investor to simply submit an email address of a third party verifier. Since this is not always an option for the investor, InvestReady also provides verifications that rely on the \$5,000,000 in assets requirement (upon seeing proof of those assets, which can be securely uploaded for review) or by determining that all owners of the trust or entity are themselves accredited by having them all individually verified by one of the other three methods. This method typically has a similar turnaround time as a Third Party verification.