

Finance Lease Agreement No [number]	[144], [16f].
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[62] [63] Single reg. No [64] VAT reg. No [65] Legal address: [66] Bank: [bank] Account: [account] [75]: [73] [74]	Lessee Name Surname: [1] Identity number: [2] E-mail address: [4] Phone number: [3]
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Part I. Principal terms	
1. Total amount and currency of the lease:	[12 c] ([12 w])
2. Purchase price and currency of the Vehicle:	[13 c] ([13 w])
3. First instalment:	[58 c] ([58 w])
4. Lease amount (part of <i>Mogo</i> financing of the purchase price of the Vehicle):	[loan-amount-without-commission c] ([loan-amount-without-commission w])
5. Lease period:	[16t]
6. Schedule preparation method:	[17]
7. Interest rate and Interest:	Fixed Annual interest [18] %
8. Lease formalizing commission:	Commission: [loan-commission c]
9. Annual interest rate (AIR):	[21] %*
10. Total costs of the lease:	[22 c] ([22 w])*
	*In the calculation of the AIR and total costs of the Lease, the following is not included: Vehicle's insurance costs (<i>OCTA</i> , <i>KASKO</i>) and costs related to the registration of the Lessee as the holder of the Vehicle with <i>CSDD</i> , as well as Additional payments under the Principal terms.
11. Vehicle:	Description: [23], [24] [25], Chassis No [26], Year of manufacture [27], Basic weight [29], Engine capacity [30], Colour [28].
12. Additional security:	12.1 [50], identity number: [51], address of residence: [52], guarantee; 12.2 [50a], identity number: [51a], address of residence: [52a], guarantee;
13. Inquiries regarding fulfilment of the Agreement:	Phone 66900900, e-mail address: info@mogo.lv, Business hours: weekdays 8:00-20:00; Saturday, Sunday 10:00-17:00 (except public holidays)
14. Additional payments:	[31] Expenses related to the Vehicle's registration with <i>CSDD</i> in the name of <i>Mogo</i> /Lessee; [32] Passenger cars and motorcycles tax; [33] Vehicle use tax; [34] Corporate passenger vehicle tax; [35] Payment for <i>OCTA</i> insurance premium; [36] Payment for <i>KASKO</i> insurance premium; [37] Expenses for Vehicle maintenance in a good technical condition,

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including for technical and guarantee servicing and repairs.
[38] Environmental tax

15. Special provisions

15.1. [commision-type-agreement-info]

15.2. Obligation to submit a copy of the Vehicle registration certificate to *Mogo* (according to the General provisions)

15.3. Obligation to submit one set of spare keys of the Vehicle to *Mogo* (according to the General provisions)

15.4. [kasko-rule-agreement]

16. Schedule

[graph]

If the Lessee don't pay to Mogo the last payment as specified in General Terms clause 16, Payment schedule shall automatically be replaced as defined in clause 17, which is prepared for the next 12 months and according to which the Term of Leasing is extended. In such a case, the payment schedule specified in General Terms Clause 17 shall apply from the next day after last payment date specified in clause 16.

17. [graph]

[graph]

Part II
GENERAL PROVISIONS OF THE FINANCE LEASE AGREEMENT

1. Definitions

Deed	A deed of conveyance-acceptance on the Vehicle holding to be executed between <i>Mogo</i> , the Seller and the Lessee.	Contractual payments	The Lessee's payments to <i>Mogo</i> , including the Agreement formalizing commission, the Vehicle redemption payments, Interest, Penalties as well as any other payments specified in the Agreement.
Amortisation method	Vehicle redemption payments are identical in all months of the Lease period.	Agreement	This Finance Lease Agreement concluded with the Lessee and <i>Mogo</i> with all appendices and amendments thereto.
Annuity method	Total amounts of the Vehicle's redemption payments and the Interest payments are identical in all months of the Lease period.	Penalty	A penalty set forth in the General provisions, which is calculated in the cases specified in the Agreement until the termination thereof, for the failure to fulfil obligations under the Agreement or delay in their fulfilment.
Insurer	A legal entity that ensures the Vehicle.	Agreement formalizing commission	A commission set forth in the Principal terms for the Lease application handling and the Agreement formalizing.
Bullet method	Vehicle's redemption payments shall be made in a lump-sum payment on the last date of the Lease period.	Total costs of the lease	A sum calculated in accordance with the Cabinet's Regulations as of the moment of concluding the Agreement, which comprises of the Lease amount, the Agreement formalizing commission, Interest and all costs which shall be paid by the Lessee with respect to the Agreement and which <i>Mogo</i> is aware of. In the calculation of total costs of the Lease, the following is not included: Vehicle's insurance costs (<i>OCTA</i> , <i>KASKO</i>) and costs related to the Vehicle's re-registration with <i>CSDD</i> in the name of <i>Mogo</i> , as well as other Additional payments under the Principal terms.
Road Traffic Safety Directorate (CSDD)	State joint-stock company "Road Traffic Safety Directorate", single registration number 40003345734, legal address: 25 Miera Street, Riga, LV-1001.	Lessee	A person or several persons indicated in the Principal terms. If several persons are indicated in the Principal terms, a term "the Lessee" in singular includes the plural form, such persons are solitarily responsible for the fulfilment of liabilities under this Agreement, and <i>Mogo</i> has the right at its own discretion to request all Lessees or some of them or one Lessee to fulfil all liabilities.
Standard European Consumer Credit Information	Standard European Consumer Credit Information — a standard form approved by Directive 2008/48/EC of the European Parliament and of Council of 23 April 2008 on credit agreements for consumers; it is intended for provision of important information to a consumer before entering into the agreement, for comparison of different credit service offers for credit issuance both in the Republic of Latvia and abroad.	Lessee's postal address	Address of declared place of residence of the Lessee and/or actual address of residence of the Lessee provided to <i>Mogo</i> pursuant to Item 4.12 of the General provisions.
Annual interest rate (AIR)	Interest rate calculated in accordance with the effective Cabinet's Regulations, and specified in the Principal terms. Upon the calculation of the AIR, it is assumed that initially specified Interest rate is fixed for the entire Lease period which is extended in accordance with the Principal terms, payments shall be made on a monthly basis according to the Schedule. In the calculation, all costs related to the conclusion of the Agreement with <i>Mogo</i> shall be taken into consideration. In the calculation, Additional payments, Extension payment, Penalties and approval fee for the changes in the Agreement specified in the Principal terms shall not be considered.	Lease application	An application for Lease from <i>Mogo</i> , made by the Lessee on the Website or at the Customer service centre according to Items 3 ¹ or 3 ² of the General provisions.
Guarantee letter	A guarantee letter provided under the provisions of the Purchase agreement by <i>Mogo</i> to the Seller for payment of the Purchase price.	Lease amount (loan)	A lease amount specified in the Principal terms, issued by <i>Mogo</i> to the Lessee, and together with the First instalment under the provisions of the Agreement transferred or paid out to the Seller for making a payment of the purchase price of the Vehicle, and to be repaid by the Lessee to <i>Mogo</i> under the provisions of the Agreement.
Schedule	A schedule of the Vehicle's redemption payments and Interest payments, indicated in the Principal terms or drawn up anew under provisions of the Agreement.	Lease period	A period specified in the Principal terms during which the Lessee is entitled to use the Vehicle and is obliged to make the Vehicle's redemption payment and the Interest payments. In case the Parties agree to extend the Lease period or to determine a different date of monthly payments under the Agreement, the Lease period is postponed accordingly in regards of which the Parties draw up a new Schedule which becomes an integral part of the Agreement. In case of automated extension of the Lease period referred to in the Principal terms, the Parties shall not draw up a new Schedule.
Method for drawing up the Schedule	Annuity, Amortisation or Bullet method.	Lease	A lease of the Vehicle with redemption under the provisions of the Agreement.

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KASKO insurance policy	An insurance policy certifying that an insurance contract is concluded covering a Vehicle against damage and theft.	Website	Mogo's website www.mogo.lv.
Customer service centre	A structural unit of Mogo where the services of Mogo are provided.	Mogo	Joint stock company "mogo", single registration No 50103541751, legal address: 50 Skanstes Street, Riga, LV-1013, Latvia.
Total amount to be paid by the Lessee	An amount calculated as of the moment of entering into the Agreement according to the Cabinet's Regulations, consisting of the purchase price of the Vehicle and all costs to be paid by the Lessee under the Agreement.	Interest	Remuneration for the use of financing, which is calculated based on the Outstanding value of the Vehicle until the termination of the Agreement.
Grace period	A period of 2 (two) months of the conclusion of the Agreement, during which the Interest is calculated to the Lessee, but the Lessee shall not make Vehicle redemption payments and Interest payments.	Cabinet's Regulations	Effective Cabinet Regulations No 691 of 25 October 2016 "Consumer Lending Regulations".
Legal interest	Interest determined in accordance with the effective laws and regulations of the Republic of Latvia, the amount of which as of the moment of conclusion of the Agreement shall be 6 % per annum and that shall be calculated after termination of the Agreement.	Mogo's bank and account	Mogo's bank and account specified in the Principal terms or in the invoice/notice on the monthly payment sent to the Lessee.
Compulsory Civil Liability Insurance of Owners of Motor Vehicles (OCTA)	Compulsory Civil Liability Insurance of Owners of Motor Vehicles on behalf of the owner of a Vehicle.	Outstanding value of the Vehicle	A value of the Vehicle as of a particular moment, consisting of a difference between the Lease amount and the Vehicle redemption payments made by the Lessee.
Extension fee	A payment to Mogo for extending of the Lease period, the amount of which is determined and offered to the Lessee by Mogo according to Item 10.2 of the General provisions. For automated extension of the Lease period referred to in the Principal terms, the Lessee shall not pay the Extension fee to Mogo.	First instalment	An amount of money corresponding to the participation of the Lessee in the Vehicle purchase transaction, and a security for the fulfilment of the Lessee's liabilities undertaken according to the Agreement.
Additional security	A security for the fulfilment of Lessee's contractual liabilities specified in the Principal terms, in addition to the Vehicle.	Interest rate	A fixed interest rate specified in the Principal terms.
Principal terms	Part I of the Agreement.	Party(s)	The Lessee or/and Mogo.
Seller	A person from whom the Lessee buys the Vehicle.	Roadworthiness test	Vehicle roadworthiness test at CSDD to be performed for all the mechanical vehicles indicated in the Cabinet Regulations No 466 "Regulations regarding the Technical Inspection and Technical Control of Vehicles on the Road" of 29 April 2004.
Beneficial owner	A person for whose benefit or in whose interests the Agreement is concluded, and it is at least: regarding legal persons — a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it; regarding legal arrangements — a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement;	Vehicle redemption payments	Monthly payments made by the Lessee to Mogo for the Vehicle and the use thereof, including the First instalment made by the Lessee, if any.
Politically exposed person	A person who in the Republic of Latvia, other Member State or third country holds or has held a prominent public position, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organisation.	Purchase price of the Vehicle	A price of the Vehicle specified in the Principal terms, consisting of the Lease amount and the First instalment.
Family member of a Politically exposed person	A person who is the following for a Politically exposed person: a spouse or a person equivalent to a spouse. A person shall be considered a person equivalent to a spouse only if he or she is given such a status pursuant to the legislation of the relevant state. A child or a child of a spouse or a person equivalent to a spouse of a politically exposed person, his or her spouse or a person equivalent to a spouse; a parent, grandparent or grandchildren; a brother or a sister.	Vehicle	A vehicle or vessel (or several vehicles or vessels) specified in the Principal terms, to be purchased by Mogo from the Seller upon the Lessee's instruction under the provisions of the Agreement and of the Purchase agreement, and transferred into a Lessee's holding and use, but after the fulfilment of liabilities under the Agreement — into the ownership under the procedures determined in the Agreement A term "Vehicle" used above and hereinafter shall be used both with respect to one vehicle or vessel and all of them.
Person closely related to politically exposed person	A natural person about whom it is known that he/she has business or other close relations with any of Politically exposed persons, as well as a natural person who is a single owner of a legal arrangement about which it is known that it	Third party	Any person other than the Party.

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	is actually established in favour of the Politically exposed person.		
Privacy policy	Privacy policy elaborated by <i>Mogo</i> describing the arrangements for processing customers', including the Lessee's, personal data by <i>Mogo</i> . The Privacy policy is available (www.mogo.lv) or at any <i>Mogo's</i> customer service centre.	General terms	Part II of the Agreement.

2. Subject matter of the Agreement

2.1. *Mogo* undertakes to acquire in its ownership the Vehicle selected by the Lessee from the Seller selected by the Lessee, and grants to the Lessee the right to hold, use (lease) and redeem the Vehicle, and the Lessee undertakes to accept the Vehicle in lease with the right to redeem it, and to pay the payments under the provisions of the Agreement.

2.2. The Lessee acknowledges that he or she has independently at his or her own discretion selected the Vehicle, and is aware of the fact that the Vehicle is used.

2.3. Under the assignment of the Lessee, *Mogo* purchases in its name the Vehicle selected by the Lessee at the purchase price of the Vehicle corresponding to the amount of the Lease amount and the First instalment, if the Lessee has met preconditions referred to in the Agreement for the receipt of the Lease amount.

3. Lease application

3.1. Prior to the submission of the Lease application, the Lessee may get familiar with the Standard European Consumer Credit Information.

3.2. For the submission of the Lease application and the conclusion of the Agreement, the Lessee shall comply with and the Lessee acknowledges that he or she will comply with the following criteria over the entire validity period of the Agreement:

3.2.1. The Lessee is a natural person;

3.2.2. The Lessee is of the age between 18 and 75;

3.2.3. The Lessee's permanent declared residence is in the Republic of Latvia;

3.2.4. The Lessee is the Beneficial owner;

3.2.5. At the moment of submitting the Application and concluding the Agreement, the Lessee is capacitated and not under the influence of alcoholic, narcotic, psychotropic, toxic or any other intoxicating agents.

3¹. Submission of the Lease application at the Customer service centre

3.3. To conclude the Agreement, the Lessee shall submit the Lease application to *Mogo*, by completing it at the Customer service centre.

3². Submission of the Lease application on the Website

3.4. To conclude the Agreement, the Lessee shall complete the Lease application on the Website, by indicating all information required. Upon the validation of the Lease application completed on the Website, the Lessee shall submit it to *Mogo* and shall agree with the personal data processing pursuant to Items 17.9 and 17.10 of the General provisions.

3.5. Upon submitting the Lease application, the Lessee acknowledges that he or she has already opened an account with a credit institution registered in the Republic of Latvia, which he or she is entitled to use, including the funds allocated there, if any.

4. Granting of the Lease and conclusion of the Agreement

4.1. *Mogo* is entitled to refuse granting the Lease to the Lessee, by giving a notice to the Lessee. *Mogo* has no obligation to give any reasons for such refusal to grant the Lease. If the refusal to grant the Lease is justified with the information obtained from the database of debtors, *Mogo* shall immediately and free of charge inform the Lessee about such fact and information from the database accessed.

4.2. The Lessee has the right to apply for the Lease for unlimited number of times. *Mogo* has the right not to handle the Lease application and not to take the Decision on the Lease granting, if the Lessee has violated any provisions of the lease agreements made with *Mogo* before.

4.3 Before concluding the Purchase agreement, the Lessee has an obligation to verify the quality of the Vehicle and its compliance with the Lessee's requirements, and to check the legal status of the Vehicle. *Mogo* shall not bear any liability for the quality of the Vehicle and its compliance with the Lessee's requirements, as

well as for proper fulfilment of liabilities specified in the Seller's Purchase agreement.

4.4. The Lessee shall pay the Agreement formalizing commission within 5 (five) days of the conclusion of the Agreement, by transferring it to the account held by *Mogo*. If the Lessee has failed to pay the Agreement formalizing commission to *Mogo* during this period, *Mogo* is entitled by a written notice unilaterally withdraw from the Agreement, or *Mogo* shall add the Agreement formalizing commission to the Outstanding value of the Vehicle, which shall be paid by the Lessee to *Mogo* under the Schedule either together with the first Vehicle redemption payment or by dividing it in payments proportionally to the monthly Vehicle redemption payments referred to in the Schedule, which shall be added to each Vehicle redemption payment.

4¹. Lease granting and conclusion of the Agreement at the Customer service centre

4.5. Immediately after receiving and assessing the Lease application by *Mogo* and getting familiar with the value of the Vehicle, *Mogo* shall take the decision on the Lease granting and shall notify the Lessee.

4.6. Provisions of the Agreement shall be explained to the Lessee, and the Agreement shall be concluded at the Customer service centre at the presence of the Lessee. The submission of the Lease application and the explanation of the provision of the Agreement to the Lessee shall not constitute the conclusion of the Agreement. The Agreement is deemed concluded when it is signed by both Parties.

4.7. After the conclusion of the Agreement, the Lessee shall pay the First instalment to *Mogo* on the date specified in the invoice issued by *Mogo*.

4². Lease granting and conclusion of the Agreement on the Website

4.8. Immediately after receiving and assessing the Lease application by *Mogo* and getting familiar with the value of the Vehicle, *Mogo* shall prepare the Lease offer and notify the Lessee in one of the following ways:

4.8.1. By making a call to the Lessee to the phone number indicated by the Lessee in the Lease application and by notifying the Lessee on the offered Lease amount, First instalment, Lease period, AIR and Total amount to be paid by the Lessee to *Mogo*;

4.8.2. By sending the Lease offer and the Agreement to the Lessee to the e-mail address indicated by the Lessee in the Lease application.

4.9. For concluding the Agreement and accepting the Vehicle after the receipt of the offer referred to in Item 4.8. of the General provisions, the Lessee shall confirm the offer made by *Mogo*, by transferring the First instalment from the Lessee's account opened with a credit institution registered in Latvia to *Mogo*'s account, and by indicating "I agree with the provisions of the Agreement No (specify the number of the Agreement)" in the payment purpose.

4.10. After the receipt of the First instalment according to Item 4.9 of the General provisions, *Mogo* shall identify the Lessee, shall verify the solvency of the Lessee and shall take the decision on the Lease granting to the Lessee. *Mogo* shall notify the Lessee on the decision taken in one of the ways referred to in Item 4.8 of the General provisions.

4.11. If *Mogo* refuses to grant the Lease to the Lessee, the Agreement shall be deemed invalid. In such case *Mogo* shall repay the First instalment to the Lessee within 3 (three) Business days of the moment when the decision on the refusal to grant the Lease is made, to the account from which the First instalment was made to *Mogo*.

4.12. If *Mogo* has taken the decision on the Lease granting to the Lessee, the Lessee shall provide information to *Mogo* during the conversation or by sending a reply to *Mogo*'s e-mail message about the declared and/or actual address of residence of the Lessee to which a proxy shall be sent to take all actions in the name of *Mogo* required for the acceptance of the Vehicle from the Seller and for signing the Deed.

4.13. The version of the Agreement sent to the Lessee's e-mail address indicated in the Lease application, shall enter into force as of the moment when *Mogo* has taken the decision on the Lease granting to the Lessee and when *Mogo* has notified the Lessee under the procedures specified in Item 4.10 of the General provisions.

4.14. The Lease application submitted under the procedures specified in the General provisions and the payment of the First instalment shall acknowledge that the Lessee wants to receive the Lease according to the provisions of the Agreement.

5. Purchase and acceptance of the Vehicle

5.1. When the Lessee has paid the First instalment and *Mogo* has taken the decision on the Lease granting to the Lessee, the Purchase agreement shall be concluded. Upon signing the Agreement, the Lessee agrees with the provisions of the Purchase agreement.

5.2 Within 2 (two) Business days of the conclusion of the Purchase agreement, *Mogo* (a) shall issue a proxy personally to the Seller or shall send it to the Seller's address indicated in the Purchase agreement to take all actions in the name of *Mogo* required for registration of *Mogo* as the owner of the Vehicle and the Lessee as the holder of the Vehicle with CSDD; and (b) shall issue a proxy personally to the Lessee or shall send it to the Lessee's address to take all actions in the name of *Mogo* required for the acceptance of the Vehicle from the Seller and for signing of the Deed.

5.3. Terms, place of delivery of the Vehicle and other conditions of the purchase and sale of the Vehicle shall be specified in the Purchase agreement.

5.4 *Mogo* shall acquire the ownership rights to the Vehicle, and shall transfer, but the Lessee shall accept and acquire the Vehicle in his or her actual possession and use under the provisions of the Agreement as of the moment when *Mogo*, the Lessee and the Seller have signed the Deed according to the provisions of the Purchase agreement.

6. Payment of the purchase price of the Vehicle

6.1 The Seller, within 5 (five) Business days of the receipt and dispatch of the proxies referred to in Item 5.2 of the General provisions, shall register with CSDD *Mogo* as the owner of the Vehicle and the Lessee as the holder of the Vehicle.

6.2 *Mogo* shall issue the Guarantee letter to the Seller within 2 (two) Business days of the moment when all conditions mentioned below have been met:

6.2.1. The Seller has registered the Vehicle with CSDD in the name of *Mogo*, by indicating the Lessee as the holder of the Vehicle, and, if provided for in Section "Special provisions" of the Principal terms, the Lessee has submitted a copy of the Vehicle registration certificate issued by CSDD to *Mogo*, where it appears that *Mogo* is registered as the owner and the Lessee — as the holder, upon presenting the original document to *Mogo*;

6.2.2. The Lessee has submitted one set of spare keys of the Vehicle to *Mogo*, if it is provided for in Section "Special provisions" of the Principal terms;

6.2.3. The Lessee has submitted documents requested by *Mogo*, which show that the Vehicle is insured according to the provisions of the Agreement;

6.2.3. Additional security agreement has been signed and entered into force, if it is provided for in Section of the Principal terms;

6.2.4. Other preconditions included in Section "Special provisions" of the Principal terms have been met for the payment of the purchase price of the Vehicle.

6.3 The purchase price of the Vehicle shall be paid to the Seller by making a transfer to the Seller's account or by paying it to the Seller or its indicated person in cash at the Customer service centre or a credit institution, within 3 (three) Business days of the moment when the Seller or the Lessee has submitted a valid Deed to *Mogo*.

6.4 The Lessee shall be considered as having received the Lease amount granted under the

Agreement as of moment when *Mogo* has transferred the purchase price of the Vehicle to the Seller or the purchase price of the Vehicle has been paid to the Seller or its indicated person in cash.

6.5 *Mogo* has the right not to pay the purchase price of the Vehicle in the following cases:

6.5.1. If the Seller and/or the Lessee has failed to fulfil the obligations referred to in Item 6.1 or 6.2 of the General provisions within 5 (five) Business days of the issuance or dispatch of the proxies referred to in Item 5.2 of the General provisions.

6.5.2. If the Seller and/or the Lessee has failed to submit a valid Deed to *Mogo* within 5 (five) Business days after the receipt of the Guarantee letter; or

6.5.3. The Vehicle is encumbered with Third parties' rights in rem, prohibitions, restrictions or claims that may hinder the exercise of rights of *Mogo*, as of the moment of making the payment of purchase price of the Vehicle.

6.6 In cases referred to in Item 6.5 of the Agreement, the Agreement and the Purchase agreement shall be deemed terminated and the Lessee shall re-register the Vehicle with CSDD in the name of the Seller within 5 (five) Business days of the termination of the Agreement. If the Lessee fails to re-register the Vehicle with CSDD in the name of the Seller within the said term, *Mogo* has the right to perform the re-registration instead of the Lessee. In case referred in this Item, *Mogo* shall repay the First instalment to the Lessee, from which *Mogo's* expenses shall be set off for re-registration of the Vehicle with CSDD in the name of the Seller (if any) within 5 (five) days of the moment of re-registration of the Vehicle with CSDD to the account from which the First instalment was transferred to *Mogo*.

7. Contractual payments

7.1. The Lessee undertakes to make the Vehicle redemption payments and the Interest payments within the terms, in amounts and currency specified in the Schedule. As regards the Contractual payments, *Mogo* shall prepare and issue invoices/notices to the Lessee for a monthly payment. The Parties may agree to draw up a new Schedule, by determining another date for making Contractual payment.

7.2. The Lessee shall make a payment by a transfer to the account held by *Mogo*.

7.3. The Lessee has an obligation, by making any payment by transfer under the Agreement, to indicate the number of the Agreement in the payment purpose.

7.4. If the Lessee makes a payment in contradiction to Item 7.3 of the General provisions, *Mogo* has the right to consider such payment not received until its identification moment. Upon the occurrence of circumstances referred to in Item 7.4. of the Agreement, *Mogo* undertakes to notify the Lessee in one of the ways of communication referred to in Item 4.8 of the Agreement.

7.5. The Lessee has the right to redeem the Vehicle fully or partly before the expiry of the Lease, by giving a three-day notice to *Mogo* on the exercise of such right. If the Lessee redeems the Vehicle before the term in full, in such case the Lessee shall pay the Outstanding value of the Vehicle to *Mogo*, including the value added tax and the accrued Interest. The Interest shall be calculated, assuming that there are 365 (three hundred sixty-five) days in a year.

7.6 In case when the term of Contractual payments falls into a holiday or public holiday, the payments shall be made on the following date.

7.7. If taxes and duties become effective during the validity period of the Agreement, or circumstances occur as a result of the legislation and/or decisions made by public administration, that impose additional payments to *Mogo* or reduce payments with respect to the Agreement or the Vehicle, *Mogo* has the right to increase or reduce the Contractual payments respectively, by notifying the Lessee 30 (thirty) days in advance through sending to the Lessee a respective invoice/notice on the monthly payment or a new Schedule.

7.8. *Mogo* will prepare invoices/notices on a monthly payment in electronic format, and they will be valid without signature and seal. Invoices/notices on a monthly payment will be electronically sent to the Lessee's e-mail address indicated in the Lease application or the Agreement.

8. Interest

8.1. The Lessee shall pay the Interest of the Outstanding value of the Vehicle to *Mogo* for the entire time of using the financing until the termination of the Agreement. After the termination of the Agreement, the Lessee shall pay Legal interest to *Mogo*.

8.2. The Interest, the Legal interest and the Penalty shall be calculated, assuming that there are 365 days in a year.

8.3. *Mogo* shall calculate the Interest based on the Interest rate. The Interest rate shall be expressed as a monthly percentage, and shall not be subject to any changes.

8.4. During the Grace period, the Lessee shall be released from the obligation to make the Vehicle's redemption payments and the Interest payments.

8.5. The Interest calculated during the Grace period shall be paid by the Lessee in identical payments on a monthly bases after the Grace period together with the Interest calculated after the Grace period. The Interest payments specified in the Schedule shall also include the Interest calculated during the Grace period.

8.6. If during the Grace period the Lessee exercises his or her rights to redeem the Vehicle in full, referred to in Item 7.5 of the General provisions before the expiry of the Lease period, or his or her rights of withdrawal referred to in Item 9.1 of the General provisions, the Lessee has an obligation to pay accrued Interest together with the Outstanding value of the Vehicle to *Mogo* for the use of financing during the Grace period.

8.7. If during the Grace period the Lessee makes partial Vehicle redemption payments or Interest payments, firstly the accrued Interest is discharged from the received amount and then the Vehicle redemption payments. *Mogo* undertakes to send a new Schedule to the Lessee within 5 (five) Business days of the receipt of payment.

9. Withdrawal rights

9.1 The Lessee has the right to exercise the rights of withdrawal within 14 (fourteen) days of the date when the Agreement is concluded, and to withdraw from the Agreement without giving any reasons of such withdrawal.

9.2. The Lessee shall notify *Mogo* on the exercise of rights of withdrawal in writing, by arriving in person and completing the withdrawal form, or by sending by mail a completed and signed withdrawal form to *Mogo's* legal address or electronically to *Mogo's* e-mail address.

9.3. If the Agreement is concluded at the Customer service centre, the withdrawal form shall be issued to the Lessee upon the conclusion of the Agreement. If the Agreement is concluded remotely on the Website, the withdrawal form may be downloaded here:
https://www.mogo.lv/uploads/mogo_atteikuma_tiesibu_izmantosanas_iesnieguma_veidlapa.pdf.

9.4. If upon the receipt of the Lessee's notice on exercising the rights of withdrawal *Mogo* has paid the purchase price of the Vehicle to the Seller, the Lessee has an obligation not later than within 30 (thirty) days after the dispatch of the Lessee's notice on exercising the rights of withdrawal to repay the Outstanding value of the Vehicle and the accrued Interest to *Mogo*. The Interest shall be calculated, assuming that there are 365 (three hundred sixty-five) days in a year.

9.5. If upon the receipt of the Lessee's notice on exercising the rights of withdrawal *Mogo* has not paid yet the purchase price of the Vehicle to the Seller, *Mogo* shall repay the First instalment to the Lessee within 30 (thirty) days after the dispatch of the Lessee's notice on exercising the rights of withdrawal to the account from which the First instalment was transferred to *Mogo*.

9.6. In case the Lessee exercises the rights of withdrawal, the Lessee shall pay all expenses

related to the payment of the Outstanding value of the Vehicle and accrued Interest to *Mogo* or the repayment of the First instalment, as well as expenses related to the re-registration of the Vehicle with CSDD in the name of the Lessee. Exercising of the rights of withdrawal under the Agreement shall not affect the validity of the Purchase agreement, and the Lessee acts instead of *Mogo* as the purchaser of the Vehicle, assuming all rights and obligations arising from the Purchase agreement, including the obligation to pay to the Seller the purchase price of the Vehicle and to accept the Vehicle.

9.7. In case of failure to exercise the rights of withdrawal within the term specified in Item 9.1. of the General provisions, the Lessee has no right to withdraw from the Agreement, even he or she has indemnified losses to *Mogo*.

9.8. If during the validity period of this Agreement pursuant to requirements of laws and regulations the Lessee obtains the right to request the Seller to cancel the Purchase agreement due to non-compliance of the Vehicle, and to repay the paid purchase price of the Vehicle to the Lessee, or to unilaterally withdraw from the Purchase agreement, as the Seller fails to provide the Vehicle within the specific term, but the Lessee upon the performance of activities specified in laws and regulations cannot achieve that the Seller fulfils its legal requirements, the Lessee has the right to bring a claim against *Mogo* within 6 (six) months of the receipt of the Vehicle or of the date when the Lessee had to receive the Vehicle under the Purchase agreement. In such case, *Mogo* handles the claim of the Lessee within 30 (thirty) days.

10. Extension of the Lease period

10.1. In addition to the automated extension of the Lease period specified in the Principal terms, the Lessee is entitled to propose extension of the Lease period, by (i) completing an application for extension of the Lease period at the Customer service centre, or (ii) by sending a request of extension of the Lease period from the Lessee's e-mail address indicated in the Lease application to *Mogo's* e-mail address indicated in the Agreement or the Website in such format: "Please, extend the period of Agreement No (insert the Agreement number)."

10.2. Once *Mogo* has received and assessed the application for extension of the Lease period, *Mogo* shall take the decision on extension of the Lease period and the amount of the Extension fee, then notify the Lessee thereon verbally in person or in one of the ways referred to in Item 4.8 of the General provisions.

10.3. Not later than within 3 (three) Business days after *Mogo's* decision on extension of the Lease period and the notifying the Lessee on the Extension fee, the Lessee confirms extension of the Lease period by transferring from a Lessee's account opened in a credit institution registered in Latvia to *Mogo's* account the Extension fee and indicating "I agree with the extension of the Agreement No (specify the number of the Agreement)" as the purpose of payment. If *Mogo* has not received the Extension fee from the Lessee within the term specified herein, *Mogo's* decision on extension of the Lease period and the Extension fee is invalidated and the Lessee must repeatedly applied for extension of the Lease period.

10.4. *Mogo* is entitled to refuse the extension of the Lease period, by giving a notice to the Lessee. *Mogo* has no obligation to give reasons for its refusal to extend the Lease period.

10.5. The extension of the Lease period shall become effective after *Mogo* has taken the decision on extension of the Lease period and amount of the Extension fee, and has received the Extension fee.

10.6. *Mogo* shall immediately send a new Schedule to the Lessee after the extension of the Lease period has become effective.

11. Rights and obligations of the Lessee

11.1 The Lessee has an obligation to solve any disputes related to the Vehicle, to prevent any

deficiencies or defects found to the Vehicle as well as to pursue remedies against any Third parties if they have caused loss to *Mogo* by damaging the Vehicle or unlawfully using it. In order to perform the said obligations, the Lessee receives a proxy from *Mogo* pursuant to Item 13.1 of the General provisions.

11.2 The Lessee has an obligation to only use the Vehicle with care, in accordance with its purpose of use and technical properties, following the requirements of the manufacturer and *Mogo*, as well as the requirements determined in the Technical documentation of the Vehicle for use, and provisions of operation.

11.3 The Lessee shall at their own expense take measures to keep the Vehicle in continuously good technical condition, including to perform technical and warranty servicing and repair according to the procedures set forth in the warranty and/or Technical documentation of the Vehicle, and timely perform the Roadworthiness test of the Vehicle.

11.4 The Lessee shall not dispose, pledge or encumber in any other manner the Vehicle or part thereof, and not transfer the Vehicle in the usage of any Third party without *Mogo's* written permit. In the meaning of this Item, the notion of Third parties does not include the Lessee's spouse, children and parents. By transferring the Vehicle to the persons referred in this Item, the Lessee bears the responsibility that the said persons obey the obligations applicable to drivers, users, holders or owners of vehicles pursuant to laws and regulations of the Republic of Latvia, and the Lessee also retains full responsibility before *Mogo* for fulfilment of provisions of the Agreement.

11.5 The Lessee shall pay all the Additional payments specified in the Principal terms and other expenses related to the Vehicle's registration and national Roadworthiness test at CSDD, including the insurance costs as well as the taxes and duties set forth in laws and regulations of the Republic of Latvia. The Lessee has an obligation within the statutory term to pay any imposed administrative penalties or other fines and other payments related to the Vehicle or applicable to a driver, user, holder or owner of the Vehicle.

11.6. Without *Mogo's* written permit, the Lessee has no right to make any changes in the technical package of the Vehicle and to perform any improvements that contradict to the requirements provided in the Vehicle technical documents or laws and regulations of the Republic of Latvia, or that cannot be removed without damaging the Vehicle. Any improvements (equipment and parts) performed to the Vehicle and that cannot be removed without damaging the Vehicle, in case of returning the Vehicle belong to *Mogo*.

11.7. The Lessee has an obligation during the validity period of the Agreement to keep the Vehicle's technical, guarantee documentation and documentation related to the use of the Vehicle. In case of loss of the documentation, the Lessee shall take all necessary measures to renew the documents or shall receive a respective duplicate.

11.8. The Lessee has an obligation to present documents related to the use and insurance of the Vehicle within 3 (three) Business days of the request of *Mogo*.

11.9. In case *Mogo* has any doubts regarding possible Lessee's failure to fulfil his or her obligations before *Mogo*, the Lessee shall within 3 (three) days of the receipt of *Mogo's* request present the Vehicle to *Mogo* and allow *Mogo* to inspect the Vehicle's condition.

11.10. No partial or entire restriction of use of the Vehicle due to its damage, loss or complete destruction, disputes related to the Vehicle, as well as disputes with the Insurer shall exempt the Lessee of his or her obligation to fulfil the liabilities assumed under this Agreement.

11.11. The Lessee has an obligation to return to *Mogo* the Vehicle in the manufacturer's assemblage (including keys of the Vehicle) in cases specified in the Agreement immediately upon its first request. In case of default to return the Vehicle in the manufacturer's assemblage, the Lessee shall pay to *Mogo* the Penalty in the

amount of 0.5 % (zero point five percent) of the Outstanding value of the Vehicle for each day of default to return the Vehicle in the manufacturer's assemblage, but not more than 10% (ten percent) of the Outstanding value of the Vehicle. The returned Vehicle shall be in the manufacturer's assemblage, it cannot have any deficiencies or defects not related to the Vehicle's Wear and tear during the validity period of the Agreement, otherwise the Lessee has an obligation within 3 (three) Business days of *Mogo's* request to pay expenses for repair works and materials required for the renewal of the Vehicle's condition in the same condition as it was on the date of making the payment of the purchase price of the Vehicle.

11.12. The Lessee agrees that *Mogo* has the right to acquire the Vehicle in its possession, by taking over the Vehicle if the Lessee fails to return the Vehicle to *Mogo* in the cases specified in the Agreement.

11.13. The Lessee shall immediately but not later than within 5 (five) days notify *Mogo* in writing if:

11.13.1. The Vehicle is lost, damaged, destroyed, seized or the probability of such an event becomes known;

11.13.2. The state registration number of the Vehicle is changed;

11.13.3. The technical and/or other documents of the Vehicle is lost;

11.13.4. Prohibition is registered in regards of the Vehicle;

11.13.5. A court judgment has entered into force on the insolvency of the Lessee.

11.13.6. The Lessee or a family member of the Lessee, or a person closely related to the Lessee is granted a status of the Politically exposed person.

11.14. The Lessee undertakes to unreservedly fulfil the liabilities under the Agreement and assume the risk of consequences and contingency related to the fulfilment thereof. The Lessee shall undertake the risk of contingency only if the Lessee has acted in contradiction to laws and regulations or provisions of the Agreement.

11.15. The Lessee has an obligation within the validity of the Agreement to use secure electronic means of communication and data transmission means and devices.

11.16. The Lessee shall perform the Roadworthiness test not later than within 5 (five) days of the first registration of the Vehicle and later — not less than once a year. If in the principal test, the technical condition and equipment of the Vehicle is graded with "2", the Lessee shall not later than within 30 (thirty) days after the principal test at his or her own expense rectify all the defects that are graded with "2", and perform the repeated principal test. If the Lessee within 5 (five) days of the first registration of the Vehicle has failed to perform the principal Roadworthiness test, or within 30 (thirty) days of the principal Roadworthiness test has failed to rectify the defects graded with "2" in the principal Roadworthiness test and has failed to perform the repeated principal Roadworthiness test to receive the permit to participate in the road traffic, *Mogo* is entitled to unilaterally withdraw from the Agreement by a written notice and observing other provisions of the Agreement.

11.17. The Lessee undertakes to participate in the onsite identification procedure personally if the Lessee is the Politically exposed person, a family member of the Politically exposed person or a person closely related to the Politically exposed person, whose monthly credit turnover exceeds 3000 EUR.

11.18. The Lessee shall immediately but not later than within 5 (five) Business days notify *Mogo* in writing in case of change of the Lessee's name, surname, address, e-mail address, phone number and other contact information.

12. Insurance

12.1 The Lessee has the following obligations:

12.1.1. To ensure that the Vehicle has OCTA insurance within 5 (five) days of the receipt or dispatch of the proxy referred to in Item 5.2 of the General provisions;

12.1.2. To ensure that over the entire validity period of the Agreement OCTA insurance and KASKO insurance agreements are in place, by submitting to *Mogo* a new KASKO insurance policy not later than 5 (five) days prior to the expiry of the effective KASKO insurance agreement: (a) by sending to *Mogo* a scanned copy of the KASKO insurance policy to *Mogo's* e-mail address indicated in the Agreement, or (b) by submitting a copy of the KASKO insurance policy and presenting the original copy at the Customer service centre.

12.2 In case the Lessee has failed to observe the provisions of Section "Special provisions" of the Principal terms or Item 12.1 of the General terms, *Mogo* is entitled to insure the Vehicle for a period at its discretion. In such case the Lessee has an obligation not later than within 10 (ten) days of the dispatch of the *Mogo's* written invoice to the Lessee to reimburse to *Mogo* the paid insurance premium according to *Mogo's* invoice submitted to the Lessee.

12.3 The Lessee has an obligation to comply with KASKO and OCTA insurance requirements with respect to the Vehicle.

12.4. If the Principal terms provide so, the KASKO insurance is optional for the Vehicle as of the moment when the Outstanding value of the Vehicle is less than EUR 5000 (or EUR 2500.00 in case of a motorcycle).

12.5 In case the Vehicle is damage, destroyed, stolen or hijacked, the Lessee shall notify *Mogo* within 1 (one) Business day of the occurrence of the respective event in writing and via other means of instant communication (e-mail, phone etc.).

12.6 If the insurance compensation is granted, *Mogo* shall firstly direct it for the discharge of debt liabilities of the Lessee. If the insurance compensation paid out is not sufficient for the discharge of debt liabilities of the Lessee, the Lessee has an obligation within 5 (five) Business days of the receipt of the insurance compensation to pay the difference to *Mogo*.

12.7. If the Vehicle is damaged and the insurance compensation is not granted, the Lessee shall renew the Vehicle at his or her own expense, and shall continue to make Contractual payments.

12.8. If the compensation paid out by the Insurer exceeds the total amount of the Lessee's debt liabilities, *Mogo* shall pay out the difference to the Lessee, given that the Lessee has no debts arising from other agreements made between *Mogo* and the Lessee. If the Lessee has debts arising from other agreement made with *Mogo*, the difference shall be directed to the discharge of such debts.

12.9. In case of destruction, theft or robbery of the Vehicle the insurance compensation is not paid out with respect to which the notice from the Insurer is given, the Lessee within 15 (fifteen) Business days of the refusal to grant the insurance compensation shall pay to *Mogo* the Outstanding value of the Vehicle and make other payments calculated under the provisions of the Agreement.

12.10. No disputes regarding any failure to pay insurance compensation or regarding the amount of the insurance compensation shall exempt the Lessee from fulfilment of the liabilities under the Agreement.

12.11. In case of such need, the Lessee represents *Mogo* in disputes with the Insurer regarding the matters related to the Vehicle and the fact or amount of the insurance compensation. No disputes regarding any failure to pay insurance compensation or regarding the amount of the insurance compensation shall exempt the Lessee from fulfilment of the liabilities under the Agreement.

13. Authorisation

13.1 Upon the receipt of the Lessee's written request, *Mogo* issues a proxy to the Lessee in the following cases:

13.1.1. In cases specified in Items 11.1 and 12.11 of the General terms;

13.1.2. For transfer and use of the Vehicle outside the territory of the Republic of Latvia if an appropriate insurance coverage is in place for the

Vehicle and the Lessee has no non-fulfilled liabilities against *Mogo*.

13.2 *Mogo* is entitled to refuse to issue the proxy specified in Item 13.1.2 to the Lessee by notifying the latter thereon. *Mogo* has no obligation to substantiate such refusal to issue such proxy.

14. Fulfilment of the liabilities

14.1. The liabilities under the Agreement is performed in the currency specified in the Schedule. In case the Lessee makes any payment in other currency, *Mogo* shall convert the respective amount into the currency of the Schedule applying the exchange rate of *Mogo's* own choice, the rate of the credit institution selected by *Mogo*, or the official rates of exchange of the Bank of Latvia on the day the payment is received. In case the Lessee's converted payment does not cover the current payment under the Schedule, the Lessee shall discharge the respective debt within 3 (three) Business days of the payment date. Any expenses related to money transfers, instalments etc. are paid by the Lessee.

14.2. The Agreement shall have effect until the complete fulfilment of liabilities thereunder and shall be deemed fulfilled as of the moment when the Lessee has paid to *Mogo* the Outstanding value of the Vehicle, all due amount of Interest, as well as calculated Penalties (if any), and *Mogo* has transferred the ownership rights to the Vehicle to the Lessee under the provisions of the Agreement. If the Lessee fails to re-register the Vehicle with *CSDD* in his or her name within 5 (five) days of the fulfilment of liabilities under the Agreement, *Mogo* has the right to remove the Vehicle from the records of *CSDD*.

14.3. The liabilities under the Agreement are deemed as timely fulfilled if the fulfilment thereof has occurred not later than on the last day of the liability period. Any liability of payment is deemed fulfilled as of the moment the payment has been credited to *Mogo's* bank account.

14.4 After the occurrence of any conditions referred to in Item 16.3 of the General provisions, the Agreement is deemed terminated as of the date when *Mogo* has given a notice to the Lessee on the termination of the Agreement.

14.5 The payments to fulfil the liabilities under the Agreements shall be set off in the following order:

14.5.1. For payment of Interest;

14.5.2. For payment of any expenses related to the Vehicle (including the Vehicle insurance costs and costs related to the re-registration of the Vehicle with *CSDD*, administrative penalties, Additional payments, expenses related to acquisition of the Vehicle, elimination of any deficiencies or damage and sale);

14.5.3. For payment of Agreement formalizing commission and other commissions of *Mogo*;

14.5.4. For repayment of the Lease (loan) amount;

14.5.5. For payment of the Penalty.

15. Responsibility

15.1. Upon the acceptance of the Vehicle according to Item 5.4 of the General provisions, the Lessee undertakes the risk related to accidents (accidental destruction or damage to the Vehicle) and the responsibility of the owner of a high-risk danger source.

15.2. The Lessee shall notify *Mogo* if the application has been submitted to court regarding the insolvency of the Lessee, within 1 (one) Business day of the moment when the application is submitted to court.

15.3. As regards the payments under the Agreement being delayed, except the Penalty, *Mogo* is entitled to apply the Penalty in the amount of 0.5 % (zero point five percent) of the delayed amount for each day of such delay, but not more than 10 % (ten per cent) of the Outstanding value of the Vehicle, until the liability is fulfilled or the Agreement is terminated, but after termination of the Agreement the Legal interest shall be applied.

15.4. If the Lessee fails to fulfil or violates any of the liabilities referred to in Items 4.3, 11.1-11.3, 11.5-11.7, 12.3, 12.7 or 17.15 of the General provisions, the Lessee shall pay to *Mogo* the Penalty in the amount of 1 % (one per cent) of the

Outstanding purchase price of the Vehicle for each day of default.

15.5. For violation of the provisions included in Section "Special provisions" of the Principal terms or Items 11.4, 12.1.2, 12.2 or 16.4 of the General provisions, the Lessee shall pay to *Mogo* the Penalty in the amount of 5% (five percent) of the Outstanding purchase price of the Vehicle.

15.6. For inappropriate fulfilment or non-timely (within the deadline) fulfilment of the liabilities determined in Items 11.8, 11.9, 11.13, 12.1.1, 12.5, 12.9 or 15.2 of the General provisions, *Mogo* is entitled to apply to the Lessee the Penalty in the amount of 0.5% (zero point five percent) of the Outstanding value of the Vehicle for each day of delay, but not more than 10 % (ten per cent) of the Outstanding value of the Vehicle; but after termination of the Agreement the Legal interest shall be applied.

15.7. Payment of the Penalty determined in the Agreement shall not exempt the Lessee from the obligation to fulfil the liabilities under the Agreement.

15.8. As regards the Parties using the communication means over fulfilment of the Agreement, *Mogo* shall bear no responsibility for any loss incurred due to malfunction of the mail, fax, electronic or any other communication means as well as the technical devices used to ensure the respective *Mogo's* services, including but not limited to malfunction of the communication means, Website operation, electronic data exchange between the credit institutions and payment systems (incl. Internet bank).

16. Agreement period and premature termination thereof

16.1. The Agreement comes in force as of signature thereof and is concluded for the Lease period indicated in the Principal terms.

16.2. The Agreement shall cease to have effect if the Seller and/or the Lessee fails to meet the conditions referred to in Item 6.2 of the General provisions within 10 (ten) Business days of the date when the proxies referred to in Item 5.2 of the General provisions are sent.

16.3. *Mogo* is entitled, by giving a written notice to the Lessee, to unilaterally withdraw from the Agreement upon the occurrence of any of the following circumstances:

16.3.1. The Lessee has partly or in full failed to timely perform the payments determined in the Agreement or *Mogo's* invoice/notice for the monthly payment and such a default lasts for 10 (ten) days;

16.3.2. The Lessee has violated any of the following Items of the Agreement: 3.2, 11.13, 11.17 or 11.18;

16.3.3. The Vehicle is stolen, hijacked, destroyed, cannot be found, is seized, re-venticated or the right of usage thereof are restricted on behalf of the Third parties, and within 5 (five) Business days of the receipt of a written warning by *Mogo* the Lessee has not provided other security over the Lessee's liabilities, acceptable to *Mogo*.

16.3.4. The Lessee has provided false or incomplete information (including about the condition of the Vehicle, road or water traffic accidents where the Vehicle has suffered, additional equipment and damages of the Vehicle) in the documents submitted to *Mogo* and provision/non-provision of such information has affected fulfilment of the Lessee's liabilities or *Mogo's* decision on the Lease granting;

16.3.5. As a result of the Lessee's action or omission the value of the Vehicle has become lower by more than 10 % (ten per cent) of the Outstanding value of the Vehicle and within 30 (thirty) days of the receipt of a written application from *Mogo* the Lessee has failed to repay to *Mogo* the difference between the value of the Vehicle and the Outstanding value of the Vehicle;

16.3.6. The Lessee fails to fulfil or inappropriately fulfils the obligations determined in Items 11.2, 11.3, 11.8, 11.9 of the General provisions or in Section "Special provisions" of the Principal terms of the Agreement, and such violation has not been eliminated within 5 (five) Business days of giving a

written warning by *Mogo*, or such violation has been committed repeatedly;

16.3.7. The Lessee violates Items 11.4 or 11.6 of the General provisions, as a result the value of the Vehicle has become lower by more than 10 % (ten per cent);

16.3.8. The Third parties' reasonable claims are addressed against the Lessee the total amount of which exceeds 20% (twenty percent) of the Outstanding value of the Vehicle;

16.3.9. The Lessee has failed to pay the imposed administrative penalties or other fines within the statutory terms in relation to the Vehicle or the applicable to a driver, user, holder or owner of the Vehicle, if the total non-paid amount exceeds 140 EUR (one hundred forty euro) and such delay exceeds 30 (thirty) days;

16.3.10. If the Lessee has disregarded any other provisions determined in any other agreement concluded between the Lessee and *Mogo* and such disregard results in *Mogo's* right to unilaterally withdraw from such an agreement;

16.3.11. If the Lessee has failed to insure the Vehicle according to the Agreement and such a violation has not been eliminated within 5 (five) Business days from the receipt of written warning from *Mogo*;

16.3.12. The Lessee's insolvency proceedings have been declared by a court judgment;

16.4. In case of unilateral withdrawal by *Mogo*, the Lessee has an obligation immediately upon the request of *Mogo* to return the Vehicle to *Mogo* or its authorised person, and to make all Contractual payments within 7 (seven) Business days until the moment of return of the Vehicle, as well as any other amounts owed to *Mogo* under this Agreement.

16.5. In case *Mogo* withdraws from the Agreement pursuant to Item 16.3.2. of the General provisions, the Lessee shall within 10 (ten) Business days from the receipt of *Mogo's* request pay to *Mogo* the Vehicle value, if any, if the Insurer has decided to refuse insurance compensation or the insurance compensation paid by the Insurer is less than the Outstanding value of the Vehicle and other payments owed to *Mogo* under the Agreement, or the event that has occurred to the Vehicle is not an insurance event.

16.6. In case of premature termination of the Agreement or unilateral withdrawal from the Agreement by *Mogo* (except the cases referred to in Item 16.3.2 of the General provisions), *Mogo* is entitled to sell the Vehicle at a free price. The proceeds acquired from the sale of the Vehicle shall be directed for the fulfilment of liabilities of the Lessee and for paying the expenses related to the Vehicle's taking-over, prevention of deficiencies or damages, and sale. The Lessee within 5 (five) Business days after the receipt of request from *Mogo* shall pay the difference between the total amount of the Lessee's debt and expenses related to the Vehicle's taking-over, prevention of deficiencies or damages, and sale, and the price at which *Mogo* sells the Vehicle to the Third party in accordance with the provisions of this Item.

16.7. After the expiry of the Agreement when the Lessee has fulfilled all liabilities arising from the Agreement and has made all necessary payments and given that the Lessee has no outstanding liabilities against *Mogo*, *Mogo* shall transfer the ownership rights to the Vehicle to the Lessee. Re-registration of the ownership rights with *CSDD* referred to in this Item shall be undertaken by the Lessee at his or her expense within 3 (three) Business days of the expiry of the Agreement. *Mogo* shall transfer and the Lessee shall acquire the ownership rights to the Vehicle as of the moment when the Vehicle is registered with *CSDD* in the name of the Lessee. A separate deed on the transfer of the Vehicle is not required to the Lessee.

17. Other provisions

17.1. If the Agreement is concluded remotely, *Mogo* upon a written request of the Lessee shall send the Agreement in a written form to the street address of the Lessee. A copy of the Agreement sent in such manner shall not be signed by *Mogo*.

17.2. *Mogo* within 3 (three) Business days after the receipt of request from the Lessee shall send the Schedule free of charge to the Lessee's e-mail address indicated in the Agreement or the Lease application, where the Vehicle redemption payments and the Interest payments to be made by the Lessee are specified, as well as the periods of making thereof.

17.3. The Lessee has the right to receive the following upon his or her arrival at the Customer service centre at the time previously agreed by the Parties: (a) a draft Agreement in writing, and (b) information about results obtained from the database/databases if the refusal to grant the Lease is justified with information obtained therefrom by *Mogo*.

17.4. If the Lessee requests *Mogo* to issue written information about the history of the Lessee's liabilities against *Mogo*, *Mogo* shall prepare the requested written information within not more than 3 (three) Business days, and *Mogo* has the right to request the Lessee to pay expenses related to the preparation and/or delivery of such written information, but not more than 7 EUR (excluding VAT) for each piece of such written information. *Mogo* shall provide information about the Contractual payments made under the Agreement (excerpt of payments) to the Lessee within not more than 3 (three) Business days, without requesting to make the payment referred to in this Item.

17.5. In case any verbal expression of the digits herein differ from their numerical expression, the verbal expression of the digits shall be considered as the agreed. In case any Principal terms contradict the General terms, the Principal terms shall prevail.

17.6. Supervisory authority: Consumer Rights Protection Centre, registration No 90000068854, address: 55 Brīvības Street, Riga, LV-1010.

17.7. All and any previous consultations, agreements and correspondence exhaust their legal effect at the moment the Agreement is concluded.

17.8. All notices of the Parties shall be drawn up in writing in Latvian and shall be sent to other Party by mail, fax, or e-mail to the Lessee's address and/or e-mail address or fax number indicated in the Agreement or the Lease application. Any correspondence dispatched by mail is to be considered received on the 5th (fifth) calendar day after the date indicated on the seal of the "Latvijas pasts" regarding the acceptance of the registered mail.

17.9. The Lessee is aware that *Mogo* is entitled to perform any processing of the Lessee's personal data (registered in the Data State Inspectorate of the Republic of Latvia) as well as to transfer and receive the Lessee's data and other information from the Third parties, databases, record-keeping systems (e.g. the information accumulated in the Population Register, State Revenue Service regarding the income, in the State Social Insurance Agency, the List of applicants and debtors of the Administration of the Maintenance Guarantee Fund, as well as in the debt history databases etc.), and process them. The purpose of such processing including but not limited to the risk assessment, verification of the compliance of the presented details, accountancy of the customers, offering, providing and maintaining of the services, conclusion of the agreement and other purposes in line with *Mogo's* Privacy policy.

17.10. *Mogo* is entitled to phone and send text messages (SMS) to the number of connection provided by the mobile communication operator or any other number which is indicated by the Lessee, send e-mails to the e-mail address indicated by the Lessee as well as to send mail to the Lessee's street address in order to reach the Lessee within the provision of the Agreement.

17.11. The Lessee is aware that the funds used to provide the Lease to the Lessee are directed from the means of certain Third parties and the means from the Lease repayment may be used to fulfil *Mogo's* liabilities against the Third parties, thereby the Lessee is aware that in case of need, in order to verify the fulfilment of liabilities of *Mogo* and the

Lessee, *Mogo* may transfer the Lessee's personal data to the said Third party.

17.12. By signing this Agreement, the Lessee confirms that he or she has read and familiarised him or herself with *Mogo's* Privacy policy, is informed about his or her rights as the data subject, the categories of data processed by *Mogo*, the grounds and purpose of such processing, the options to withdraw the provided consents, and other provisions therein.

17.13. The Parties shall not disclose to the Third parties any information resulting from the Agreement except the cases provided in the normative acts of the Republic of Latvia and the Agreement.

17.14. Any amendments or appendices to the Agreement shall only be valid if they are expressed in writing and signed by both Parties or if the following procedure has been observed:

17.14.1. a proposal of the amendments to the Agreement, including To the version of the General provisions that is sent to the Lessee to the Lessee's indicated e-mail address, is published by *Mogo* on the Website and sent to the Lessee's indicated e-mail address;

17.14.2. Within 30 (thirty) calendar days from the receipt of the proposal of the amendments to the Agreement, the Lessee either accepts or rejects the proposal, or in writing provides his or her counter-proposal which *Mogo* may either approve or reject. Regarding the amendments concerning the payments resulting from the Agreement, *Mogo* individually notifies the Lessee within 30 (thirty) calendar days prior to these changes coming in force;

17.14.3. The Lessee agrees/disagrees to the amendments to the Agreement (new version of the Agreement) proposed by *Mogo*, by sending an e-mail from the Lessee's e-mail address indicated in the Lease application to *Mogo's* e-mail address indicated in the Agreement or on the Website in the following format: "I agree" or, if the amendments to the Agreement are rejected - "I disagree".

17.15. The Lessee is not entitled to transfer in full or in any part the rights and obligations under the Agreement as well as the claims resulting from the Agreement to any Third parties without *Mogo's* written permit.

17.16. Any disputes between the Parties regarding the Agreement shall be settled by the court of the Republic of Latvia pursuant to the effective normative acts of the Republic of Latvia.

17.17. If the Agreement is concluded at the Customer service centre, the Agreement shall be drawn up and signed in three copies, one of which is kept by *Mogo* and another copy of the Agreement — by each of the Lessees. All copies of the Agreement have equal legal force.

17.18. If the Agreement is concluded remotely on the Website, the Agreement shall be kept at *Mogo's* database in PDF file format. The concluded Agreement shall be kept in the database for an unlimited period of time.

17.19. The Lessee agrees with *Mogo's* rights to transfer (assign) claims arising from the Agreement or the part thereof to an unlimited number of Third parties. The Lessee has no objections that in such case *Mogo* discloses to the Third parties all information arising from the Agreement. The Lessee agrees and is aware that *Mogo* has no obligation to notify the Lessee on *Mogo's* assignment of claims arising from the Agreement to the Third parties.

17.20. The Lessee agrees that in case of assigning the claims arising from the Agreement in full or in part to the Third parties, such Third parties (assignees) are entitled to further assign the assigned claims in full or in part to an unlimited number of Third parties. In such case the Third parties (assignees) have equal rights to disclose to the Third parties the information arising from the Agreement as well as the information about the Lessee and the Vehicle as those of *Mogo* under the Agreement, and they have no obligation to notify the Lessee about such assignment.

17.21. The Lessee agrees that in case the claims arising from the Agreement are assigned, *Mogo* is entitled but not obliged to continue servicing the

Contractual payments arising from the Agreement in the favour of new creditors by acting as an agent (attorney) of the new creditors pursuant to Part 18 of the Civil Law. In case *Mogo* continues to service the Contractual payments arising from the Agreement, the Lessee continues to perform the Contractual payments to *Mogo* to *Mogo's* account or any other account indicated in *Mogo's* notice to the Lessee. Furthermore, the Lessee agrees that *Mogo* has no obligation to notify the Lessee regarding the fact that *Mogo* continues acting as an agent (attorney) of the creditors. In case *Mogo* assigns the claims arising from the Agreement to the Third parties without continuing to service the Contractual payments arising from the Agreement, the Lessee continues to make the Contractual payments to the accounts of new creditors indicated in *Mogo's* notice to the Lessee.

17.22. The Lessee agrees that *Mogo* by offering (advertising) to the Third parties a possibility to assign to them the claims arising from the Agreement, is entitled to publicly disclose to the Third parties, including by publishing on the Website, the following information regarding the Lessee and the Vehicle: The Lessee's gender, location, monthly net income, expenses, credit history, age, make, model, colour, year of manufacture, engine capacity, mileage, value, images of the Vehicle, and other information regarding the Lessee and the Vehicle. When publicly disclosing (advertising) a possibility to assign the claims arising from the Agreement, *Mogo* undertakes not to publicly disclose the Lessee's name, surname, identity number, phone number, e-mail address, street address, and photo, as well as the state registration number of the Vehicle.

17.23. The Lessee is aware that the payment made by the Lessee may be used for the fulfilment of the Lessee's liabilities against the Third parties, thereby the Lessee is aware that in case of need, in order to verify the fulfilment of liabilities of *Mogo* and the Lessee, *Mogo* may transfer the Lessee's personal data to the said Third party.

AS „mogo”
Single reg. No. 50103541751
Legal address: 50 Skanstes Street, Riga, LV-1013
Phone: 66900900
E-mail: info@mogo.lv

REFUSAL FORM

_____ 201 _____

Name, Surname																					
Mobile																					
Identity number	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
Address																					
Number of the Agreement																					
Date of conclusion																					
Type of credit	<input type="checkbox"/> Consumer loan <input type="checkbox"/> Finance lease <input type="checkbox"/> Reversible leasing																				

I hereby notify that I would like to exercise my withdrawal rights and to withdraw from the concluded agreement.

Applicant:

Name, Surname / Signature / Date