

REPUBLIC OF ALBANIA  
CHAMBER OF NOTARIES TIRANA  
NO. \_\_\_\_\_ REP.  
NO. \_\_\_\_\_ COL.

FINANCIAL LEASEBACK AGREEMENT  
NO. \_\_\_\_\_

TODAY, IN TIRANA, ON [●].[●].20[●] (TWO THOUSAND [●]) IN FRONT OF ME NOTARY PUBLIC, MEMBER OF THE CHAMBER OF NOTARIES OF TIRANA, APPEARED THE FOLLOWING PARTIES, PERSONALLY//IN THE PERSON OF THEIR AUTHORIZED REPRESENTATIVES, WHO ASKED ME THE NOTARY TO DRAW UP THIS AGREEMENT, BASED ON THE FOLLOWING TERMS:

[data of Lessee

- [●], a company incorporated based on the Albanian laws, registered with the Albanian commercial register held by the National Business Centre with unique company registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the “**Lessee**”) duly represented by its administrator Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●];

or if individual entrepreneur

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], registered as individual entrepreneur with the Albanian commercial register held by the National Business Centre, with unique registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the “**Lessee**”);

or if consumer

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], resident in [●], Albania, (hereinafter referred to as the “**Lessee**”);

– delete as applicable]

and

- **MOGO ALBANIA SH.A**, a joint stock company established pursuant to the laws of Albania, registered with the Commercial Registry, with registration number NUIS - L71528013A, with legal seat in: Rruga “Abdulla Keta”, Ndërtesa nr. 1, Hyrja nr. 2, Ap. 1, 1017, Njësia Administrative 9, Tirana, Albania, (hereinafter referred to as the “**Lessor**”), duly represented by [●], [●] citizen, born in [●], on [●], holder of identification document [●], no. [●], in the capacity of [●];

The Lessee and the Lessor shall also be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS:**

- A) The Lessor is licensed by the Bank of Albania to conduct financial leasing activities as a non-bank financial institution;

- B) The Lessee has applied with the Lessor for a financing and the Lessor has approved the financing to the Lessee pursuant to the terms and conditions of this Agreement;
- C) The financing of the Lessee shall be made by way of direct financial leasing, as defined in the law, through the acquisition by the Lessor of the vehicle of the Lessee as further identified in Annex A) attached hereto as integral part of this Agreement (hereinafter the “**Vehicle**”), and its leaseback by Lessor to the Lessee, pursuant to the terms and conditions of this Agreement;
- D) The Lessee has obtained from the Lessor all the necessary explanations on the terms and conditions of the financing applied by the Lessor pursuant to this Agreement;

**THEREFORE**, the Parties agree as follows:

## **Article 1. Definitions**

- 1.1 The following definitions and the terms defined elsewhere in this Agreement, shall apply throughout this Agreement:
  - 1.1.1 **Agreement:** means this Financial Leasing Agreement signed between the Lessor and the Lessee.
  - 1.1.2 **Branches:** means the premises of the Lessor and/or of any of its authorized partners, through which the Lessor performs its business; a full list of the Branches may be found at the Lessor’s Website <https://www.mogo.al>.
  - 1.1.3 **Balloon/bullet payment:** means a lump sum payment of the total outstanding Financed Amounts at the relevant Payment Date. Applicable for the agreements with the Duration of more than 12 (twelve) months. Includes equal monthly instalments of the Financed Amounts for the entire Duration and an option to pay a Balloon Instalment under the provisions of Article 7.4 of this Agreement.
  - 1.1.4 **Balloon Instalment:** includes the remaining Outstanding Amounts under the Agreement for the entire period, specified in Article 7.4.2 of this Agreement regardless of the Payment Date of the instalment. The Balloon Instalment replaces the corresponding consecutive twelve (multiple of twelve) standard lease instalment. Upon payment, the Lessee repays all of its Outstanding Amounts obligations under the Agreement in accordance with the provisions of Article 7.4 of this Agreement.
  - 1.1.5 **Business Day:** means any day of the week (other than a Saturday, Sunday or a public holiday in the Republic of Albania).
  - 1.1.6 **Charges:** means the commissions, fees and other costs pursuant to the attached Annex B) of this Agreement that the Lessee is obligated to pay to the Lessor in relation to this Agreement.
  - 1.1.7 **Disputes:** means the disputes referred to in Article 16 of this Agreement.
  - 1.1.8 **Disbursement:** means any amount paid by the Lessor as purchase price of the Vehicle, as well as any other amount deemed as such pursuant to this Agreement.

- 1.1.9 **Duration:** means the duration of this Agreement, as determined pursuant to Article 4 of this Agreement.
- 1.1.10 **Event of Default:** means the circumstances described in Article 12 of this Agreement.
- 1.1.11 **Effective Interest Rate:** means the effective interest rate of the financing, calculated pursuant to the requirements of the Bank of Albania, which is equal to the rate mentioned in Annex B) attached hereto.
- 1.1.12 **Financed Amounts:** means the total Disbursements pursuant to this Agreement, which at any given time, result due and outstanding by the Lessee.
- 1.1.13 **Interest:** means the compensation of the Lessor for the financing of the Lessee pursuant to this Agreement; the Interest is calculated according to the terms and conditions of the attached Annex B) of this Agreement.
- 1.1.14 **Interest Rate:** means the percentage rate on the Financed Amounts, as determined in Annex B) of this Agreement, that the Lessee is obligated to pay to the Lessor as Interest.
- 1.1.15 **Late Payment Interest:** means the interest payable by the Lessee for the delay in paying or failure to pay any Outstanding Amount within the respective Payments Dates; the rate of the Late Payment Interest and its method of calculation is determined pursuant to the terms and conditions of the attached Annex B) of this Agreement.
- 1.1.16 **Lessee:** is the party named as such here above in this Agreement.
- 1.1.17 **Lessee's Contacts:** means the physical address, the electronic mail address and/or the mobile phone number declared by the Lessee in the attached Annex G) of this Agreement, as they may be amended through a Notice to the Lessor pursuant to Article 18, through which the Lessee accepts to be contacted and to receive Notices and communications from the Lessor in relation to this Agreement.
- 1.1.18 **Lessor:** means MOGO ALBANIA SH.A - NUIS - L71528013A.
- 1.1.19 **Lessor's Bank Account:** means any bank account of the Lessor, as published by the Lessor at the Website (as defined here below) and/or as made available at the Branches.
- 1.1.20 **Notices:** means the notices and communications between the Lessor and the Lessee in relation to this Agreement, pursuant to Article 18 of this Agreement.
- 1.1.21 **Outstanding Amounts:** means, at any given time, the total amounts that the Lessee is obliged to pay to the Lessor under this Agreement, which for the avoidance of doubt include the overdue (i) Financed Amounts, (ii) accrued Interest, Charges and Penalties.
- 1.1.22 **Parties or Party:** means the Lessor and/or the Lessee, jointly or separately as the case may be.

- 1.1.23 **Payments Schedule:** means the terms for the payment of any Financed Amounts and of the Interest, pursuant to the attached Annex B) of this Agreement.
- 1.1.24 **Payments Date:** means the due dates for the payment by the Lessee of any Financed Amount, and of the Interest pursuant to a Payments Schedule, and/or the due dates for the payment by Lessee of the Charges and Penalties, as indicated in this Agreement or in its attachments hereto.
- 1.1.25 **Penalties:** means the penalties applicable to the Lessee for the breach of this Agreement by the Lessee; unless otherwise specified in the body of this Agreement, the Penalties applicable to the Lessee are contained in the attached Annex B) of this Agreement.
- 1.1.26 **Power of Attorney:** means the power of attorney issued by the Lessor empowering the Lessee to perform or/and act accordingly on behalf of the Lessor in case of occurrence of specific matters stipulated in this Agreement where the Lessee shall act on behalf of the Lessor.
- 1.1.27 **Rectification Notice:** means the Notice referred to in Article 12 of this Agreement.
- 1.1.28 **Repossession Rules:** means the terms, conditions and procedures for the out-of-court repossession of the Vehicle by the Lessor in case on an Event of Default of the Lessee, as specifically agreed between the Lessor and the Lessee pursuant to the attached Annex F) of this Agreement; the Repossession Rules automatically enter in full force and effect immediately upon the signing of this Agreement by the Parties.
- 1.1.29 **Security Agreement:** means the securing charge agreement referred to Article 15.
- 1.1.30 **Signing Date:** means the date upon which this Agreement is signed by both the Lessee and the Lessor, as noted here above.
- 1.1.31 **Termination Notice:** means the notice referred to in Article 12 of this Agreement.
- 1.1.32 **Vehicle:** means the vehicle identified in Annex A) attached hereto, being leased back to Lessee pursuant to this Agreement, including its accessories, as listed in the written takeover certificate mentioned in Article 5.
- 1.1.33 **Website:** means the website of the Lessor, at <https://www.mogo.al>.

## **Article 2. Interpretation**

- 2.1 This Agreement, unless another meaning becomes apparent from the content of the relevant provision, shall be interpreted pursuant to the following:
- 2.1.1 When a reference is made in this Agreement to an article, section, paragraph or document, unless otherwise indicated, such reference shall be to an article, section or paragraph of this Agreement, or to such other document indicated in this Agreement, as it is in force from time to time.

- 2.1.2 The headings and titles of articles, paragraphs or sub-paragraphs, contained in this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of the body of the relevant provisions.
- 2.1.3 Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.
- 2.1.4 The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular article, section or paragraph of this Agreement.
- 2.1.5 References to a term in "days" shall be a term in calendar days, unless specifically referred to as Business Days. A period of one or more calendar days or Business Days starts to run on the following calendar day or Business Day, respectively.
- 2.1.6 The defined terms are applicable to the singular as well as the plural forms of such terms.
- 2.1.7 Any capitalized words, terms, phrases and abbreviations used in any Article, of, or Annex to this Agreement, shall have the meanings set forth in such Article, or Annex, as the case may be, and in the event of any inconsistency between any capitalized word, defined term, phrase or abbreviation set forth in Article 1 and elsewhere in this Agreement, including its Annexes, the meaning set forth in Article 1 shall take precedence, unless the contest otherwise requires.
- 2.1.8 In the event of a conflict between the provisions of the body of this Agreement and the provisions of its Annexes (other than the inconsistency of definitions), the Parties shall endeavour in the first instance to resolve the conflict by reading this Agreement as a whole and the provision that is more specific shall govern. If notwithstanding the above, the conflict continues to exist, the provisions of the Annexes of this Agreement shall prevail.
- 2.1.9 The annexes attached to this Agreement constitute integral part of this Agreement.

### **Article 3. Scope of the Agreement**

- 3.1 The purpose of this Agreement is to provide for:
  - 3.1.1 the terms and conditions of the financing of Lessee by the Lessor;
  - 3.1.2 the terms and conditions of the leaseback of the Vehicle from Lessor to the Lessee;
  - 3.1.3 the terms and conditions of the repayment by the Lessee of the Financed Amounts, as well as the obligation of the Lessee to pay the Interest, the Charges and the Penalties;
  - 3.1.4 the terms and conditions of enforcement in case of default by the Lessee.

### **Article 4. Duration and Purchase Option**

- 4.1 This Agreement is made for a term starting on the Signing Date and ending on the date of the full payment by the Lessee of any Outstanding Amount (the “Duration”), unless this Agreement is terminated on an earlier date by the Lessor pursuant to Article 12. For the avoidance of doubts, in case of an Event of Default of the Lessee, unless a Termination Notice is issued by the Lessor, this Agreement shall remain in full force and effect until the full collection by the Lessor of any Outstanding Amount.
- 4.2 Following to the expiry of the Duration period, and subject to the payment in full by Lessee of any Outstanding Amount, the Lessee shall have the option, but not the obligation, to purchase the Vehicle from Lessor.
- 4.3 In order to exercise the purchase option, the Lessee must submit a written Notice to the Lessor, at least 30 days prior to the expiry of the Duration. The purchase price for the Vehicle shall be the price agreed between the Parties prior the exercise of the option by the Lessee. Should the Lessee not exercise the option to purchase the Vehicle, the Lessee may request the renewal of the lease of the Vehicle, if the Vehicle is still in the condition to serve the intended purpose.

## **Article 5. Acquisition and Takeover**

- 5.1 Under this Agreement, the Lessor shall obtain ownership of the Vehicle from the Lessee by paying to the Lessee the Vehicle purchase price as determined in Annex A), and to give the Lessee right to possess and use (rent) the Vehicle. The Lessor shall not be obliged to make any Disbursement to the Lessee on account of the payment of the purchase price mentioned in the attached Annex A), unless the following conditions are fulfilled:
  - 5.1.1 the Lessee has paid to Lessor the start-up fee, in the amount determined in Annex B); and
  - 5.1.2 the transfer of the title to the Vehicle, from the Lessee to the Lessor, has been duly registered with the relevant authorities pursuant to the law.
- 5.2 The transfer of title on the Vehicle, from the Lessee to the Lessor, shall be registered by the Lessor with the relevant authorities, at the Lessee’s expense, and any duly evidenced registration cost or tax, as well as any other unexpected cost paid by the Lessor with such regard, shall be also deemed a Disbursement under this Agreement.
- 5.3 Simultaneously with the signing of the sale and purchase agreement for the transfer of title of the Vehicle from Lessee to Lessor, the Parties shall sign the taking over the Vehicle and any of its accessories by the Lessee as leaseback substantially pursuant to the form attached hereto as Annex D), which shall evidence the condition of the Vehicle and the list of its accessories.
- 5.4 Upon signing the leaseback taking over certificate for the Vehicle and any of its accessories, the Lessee accepts the general condition of the Vehicle, and following to the execution of the takeover certificate, and the Lessee shall not be entitled to make any claim regarding the conditions of the Vehicle and/or missing or unsuitable accessories.
- 5.5 After the signing of the leaseback takeover certificate the Lessee shall be held liable for any damages, defects suffered by or the loss of the leased Vehicle or any of its accessories, due to causes other than normal wear and tear.

## **Article 6. Use, Repair and Maintenance of the Vehicle**

- 6.1 Following to the signing of the takeover certificate, and throughout the Duration of this Agreement, the Lessee, at its own cost where subject to, shall be obliged:
- 6.1.1 to use the Vehicle in a diligent and prudent manner in accordance with the intended purpose of use; it is hereby agreed that unless the Lessor has granted its prior written consent, which consent shall be discretionary, the Lessee shall not use the Vehicle for the provision of taxi, security or courier services, for driving practice or emergency response, for racing or for other purposes which may significantly increase the risk of damage to and/or destruction of the Vehicle;
  - 6.1.2 not to sub-lease to, or allow the usage the Vehicle, at any other title, by a third party. As a third party within the meaning of this paragraph is not considered Lessee's spouse, children and parents. By giving the Vehicle in use to the persons specified in this paragraph, the Lessee is responsible that such persons comply with the obligations specified to the driver, user, holder or owner of the Vehicle based on the normative acts of the Republic of Albania, and the Lessee shall remain fully liable to the Lessor for the fulfilment of the provisions of the Agreement;
  - 6.1.3 to take due care and properly maintain and repair the Vehicle, keeping it free of damages and defects, other than normal wear and tear;
  - 6.1.4 to immediately submit a written Notice to Lessor if the Vehicle is stolen, if the Lessee loses, or is threatened to lose his right of possession in any other way, or if the Vehicle suffers a defect or a damage beyond the normal wear and tear;
  - 6.1.5 to comply with any legal obligation applicable to the use of the Vehicle, including obligations related to road circulation, technical control and testing etc., and avoid relevant fines, provided that the Lessee shall immediately submit a written Notice to Lessor if fines are levied to the Vehicle, and Lessee shall be exclusively liable for the payment of such fines;
  - 6.1.6 to maintain at all times valid insurance coverage of the Vehicle pursuant to the terms and conditions of the attached Annex E);
  - 6.1.7 to timely pay all the relevant taxes in relation to the use of the Vehicle as required by the law, and insurance policies pursuant to the attached Annex E), and submit due evidence to the Lessor upon request, provided that Lessor shall be entitled to directly pay such amounts if the Lessee fails do so, and any such amounts paid by the Lessor shall be deemed as a Disbursement under this Agreement;
  - 6.1.8 to deal with the Vehicle-related disputes, prevent all Vehicle deficiencies and imperfections, as well as to take required action against third parties if they caused a loss to the Lessor, by damaging the Vehicle or by unlawfully using it. The Lessee receives from the Lessor the Power of Attorney for the fulfilment of these obligations in accordance with this Agreement;
  - 6.1.9 not to alienate, pledge or otherwise encumber the Vehicle or any of its part;

- 6.1.10 to pay all additional payments and other costs and fees associated with the Vehicle registration and its technical inspection, provided in the normative acts of the Republic of Albania;
- 6.1.11 not to, without the Lessor's prior written consent, make changes to the Vehicle's technical package and/or make improvements, which contradict to the technical documentation of the Vehicle or the requirements specified in the relevant normative acts of the Republic of Albania or which cannot be removed without damaging the Vehicle. Any improvements (equipment and parts) made in a Vehicle and which cannot be removed without damaging the Vehicle, shall be the property of the Lessor, and unless otherwise agreed in writing with the Lessor, the Lessee shall not have any claim for compensation with respect to any such improvements;
- 6.1.12 to keep valid technical warranty and any other Vehicle-related documentation as required by law during the Duration of the Agreement. In case of documents loss, the Lessee shall take, as soon as practicable, the necessary measures to restore the documents, or receive the duplicate as provided by law;
- 6.1.13 to present documents related to the use and insurance of the Vehicle within 3 (three) Business Days from Lessor's request;
- 6.1.14 to deliver the Vehicle to the Lessor with the manufacturer's assembly (including vehicle keys) in the cases and within the terms specified in the Agreement upon first request. For any delay in delivering the Vehicle in full manufacturer's assembly the Lessee shall pay to the Lessor the Penalty mentioned in Annex B) attached hereto Upon delivery to the Lessor, the Vehicle must have a manufacturer's assembly, it may not have any defects or faults that are not related to the Vehicle normal wear and tear, otherwise the Lessee is obliged to cover repairs and material costs necessary for the restoration of such condition, within 3 (three) working days from Lessor's request.
- 6.2 Partial or complete restriction to use the Vehicle due to Vehicle damage, loss or total destruction, as well as disputes with the insurer shall not release the Lessee from the execution of his obligations under the Agreement, unless this is due to circumstances attributable to the Lessor.
- 6.3 The Lessor shall have the right, at any time, to inspect the Vehicle, either through its staff or by designating third parties, and to demand from the Lessee the submission of documents relevant to the Vehicle. Where the need to inspect the Vehicle was caused by and/or where the inspection reveals a breach of Agreement by the Lessee, the Lessee shall be obliged to compensate in full any cost incurred by the Lessor in connection with the performance of the inspection.
- 6.4 The Lessee acknowledges and expressly agrees that the Lessor may, but is not obliged to, equip the Vehicle with a GPS tracker system. The Lessor understands and agrees that the system uses GPS technology that is capable of tracking and locating the Vehicle at all times. The Lessee understands and agrees that the purpose of the GPS system is to protect the Lessor's interests in the Vehicle in compliance with this Agreement and that the information collected from the system may be provided to third parties (including bailiff, law enforcement authorities etc.) when and if necessary in order to ensure protection of such interests. If a GPS tracker system is installed, any GPS collected data shall be used and treated pursuant to the Lessor's privacy policy.



- 6.5 The Lessee acknowledges and agrees that the Vehicle may be used only within the territory of the Republic of Albania. The Lessee shall not be entitled, without the Lessor's previous written consent, which consent shall be discretionary, to exit the territory of the Republic of Albania with the Vehicle, provided however that if such written consent is given by the Lessor, the Lessee shall be obliged to pay for the valid relevant insurance coverage of the Vehicle in such other country throughout the relevant period of stay in the foreign territory.
- 6.6 The Lessee shall be liable to pay to the Lessor the Penalties provided for in Annex B) attached hereto for each case the Lessee breaches the obligations under this Article. The payment of the Penalty shall not release the Lessee from the obligation to comply with the above requirements, if a breach remains ongoing.
- 6.7 The Lessee is not entitled to claim the replacement of the Vehicle, if the Vehicle is damaged, becomes unusable for the intended purpose, unless for circumstances attributable to the Lessor, as well as if the Lessee loses the possession of the Vehicle by the Lessor, for circumstances other than those covered by a representation and warranty of Lessee under Article 11 here below.

#### **Article 7. Repayment of the Financed Amounts**

- 7.1 The Lessee shall repay the Financed Amounts to Lessor at the relevant Payment Dates pursuant to the Payments Schedule attached hereto as Annex C) of this Agreement.
- 7.2 Should the Lessee wish to extend the Payment Dates pursuant to the Payments Schedule, the Lessee shall be obliged to send a Notice to the Lessor requesting the Lessor to approve the term extension, at least 10 (ten) Business Days in advance of the relevant Payment Date. The Lessor is entitled to request any document deemed necessary to assess the creditworthiness of the Lessee. The approval of any term extension on the repayment of the Financed Amounts and/or of the Interest, shall be discretionary to the Lessor, provided however that if the Lessor approves a request for term extension, such term extension shall be conditional to:
- 7.2.1 the payment by the Lessee of the relevant charges mentioned in Annex B) of this Agreement; and
- 7.2.2 the signing by the Lessee of an amended Payments Schedule, which will be attached to this Agreement as its integral part.
- 7.3 The Lessee shall be entitled to request the Lessor to reduce the total cost of the financing, by making prepayments on account of the Financed Amounts and/or of the Interest, provided however that (i) the Lessor is notified in writing by the Lessee, at least 10 (ten) Business Days in advance of the intended prepayment, (ii) the Lessee pays to Lessor the relevant charge for prepayments, as mentioned in Annex B) of this Agreement, and (iii) Lessee has duly signed an amended Payments Schedule, which will be attached this Agreement as its integral part of.
- 7.4 For the agreements with the Duration of more than 12 (twelve) months where this is provided for in the Agreement, the Lessee may avail himself / herself of the right to pay a Balloon Instalment with which to repay early on its obligations under the Agreement without having to pay Early repayment fee pursuant to the attached Annex B) of this Agreement.
- 7.4.1. The Balloon Instalment could be paid by the Lessee in the period from the day following the maturity of the respective eleventh (multiple of eleven) standard

monthly instalment to the maturity of the respective twelfth (multiple of twelve) standard monthly instalment. The payment period and amount of the Balloon Instalment are explicitly stated in the Payments Schedule.

7.4.2. In order to exercise its right to use Balloon Instalment, the Lessee shall pay the Balloon Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: "*Balloon Instalment under (Agreement number)*".

7.4.3. In case the requirement under Article 7.4.2 is not fulfilled, the Lessor will consider that the payment is made for a standard early repayment and will charge the Early prepayment fee pursuant to the attached Annex B) of this Agreement.

7.5 The right to Balloon Instalment does not limit the Lessee's right to repay the obligations under the Agreement in advance at any other time of the Duration. In this case, the Lessee will be charged Early repayment fee pursuant to the attached Annex B) of this Agreement.

7.6 The payment of the Balloon Instalment does not relieve the Lessee from its obligations to repay all remaining Outstanding Amounts under the Agreement.

#### **Article 8. Interest and Charges**

8.1 The Lessee shall pay to Lessor the Interest on the outstanding Financed Amounts, calculated pursuant to and at the Interest Rate mentioned in attached Annex B) of this Agreement.

8.2 The Interest shall be due and payable by the Lessee on the Payment Dates, pursuant to the relevant Payments Schedule of the attached Annex C) of this Agreement.

8.3 The Lessee shall be obliged to pay to Lessor also the other Charges determined in Annex B) of this Agreement, as they fall due pursuant to such Annex B).

#### **Article 9. Penalties and Late Payment Interest**

9.1 The Lessee hereby agrees and accepts that the Lessor shall be entitled to apply the specific Penalties in cases provided for in Annex B) attached hereto, and Lessee shall be obliged to pay to the Lessor such specific Penalties, without delay, within the relevant Payment Dates.

9.2 Should the Lessee fail to pay the Outstanding Amounts as they fall due under this Agreement, the Lessee shall be liable to pay to the Lessor the Late Payment Interest on such Outstanding Amounts, at the rate determined and calculated pursuant to Annex B) attached hereto. Annex B) contains a sample of the Late Payment Interest calculation.

9.3 The application of the Penalties and of the Late Payment Interest is without prejudice to the Lessor's entitlement to any other remedy under the law or under this Agreement, including the right to terminate this Agreement pursuant to Article 12 and to start the repossession procedures envisaged in Article 13 hereunder.

#### **Article 10. Payments**

10.1 Any payments due and payable to the Lessor under this Agreement shall be made by Lessee at any Branch or any Lessor's Bank Account in the agreed currency for the Financed Amounts, Interest, Charges and Penalties. Any payment due by Lessee

under this Agreement shall be deemed as effectively paid to the Lessor, only once the funds are actually delivered at the Branch or credited in any Lessor's Bank Account.

- 10.2 The Lessee shall be obliged to make any payments to the Lessor under this Agreement, free and clear of any banking costs, or of any withholding, set-off or deduction whatsoever. Any banking costs related to the Disbursement made by the Lessor, shall be charged to the Lessee.
- 10.3 Should the Lessee pay the sums due under this Agreement in a currency different from the payment currency agreed hereunder, than the Lessor shall calculate the countervailed of the received payment in the agreed currency, pursuant to the market rate, and the Lessee shall be obliged to pay to the Lessor any loss that may be incurred by the Lessor due to currency conversion.
- 10.4 In case the payments due and payable to the Lessor are to be made by a third party authorized by the Lessee, the Lessee must duly inform the Lessor prior to said third party executing the payments, by delivering a Notice to the Lessor. The Lessor is not obliged to accept any un-identified third party payments made on behalf of the Lessee if the Lessee has failed to duly inform the Lessor pursuant to this provision.
- 10.5 The sums due by the Lessee as mention in this Agreement are net of any value added tax (VAT) and the Lessor shall charge VAT to any such amount as and when required by the law; the Lessee shall be obliged to pay such VAT amount, at the same terms applicable to the net sum due to the Lessor under this Agreement.

#### **Article 11. Representations, warranties and notification obligations**

- 11.1 The Lessee hereby represents and warrants to the Lessor that:
  - 11.1.1 all of the information / documents submitted by the Lessee for the approval of its application to the Lessor for the financing, as well as those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Lessor, are / will be true and accurate in all material respect, as of the date of their submission to the Lessor;
  - 11.1.2 the Lessee, being the previous owner of the Vehicle, is aware that the Vehicle is used, is fully aware and accepts the conditions of the Vehicle; the Lessee accepts and acknowledges that the Vehicle is fit for the purpose of use indented by the Lessee;
  - 11.1.3 the Lessee has discussed with the Lessor and accepts the purchase price for the Vehicle, as determined in Annex A) attached hereto;
  - 11.1.4 the Lessee is the sole and lawful owner of the Vehicle and the Vehicle is not pledged, is free from any third party rights, claims, pledges and the Vehicle is not under mandatory enforcement, and such procedures are not likely to occur;
  - 11.1.5 the Lessee recognizes that the Lessor operates under this Agreement only as a financier, and being the Lessee the previous owner of the Vehicle, the Lessee will not raise towards the Lessor any claim related to the title, condition and/or defects of the Vehicle, nor any claims for damages or injuries that the Lessee, or his family members, may suffer from the use of the Vehicle;
  - 11.1.6 the Lessee has obtained from the Lessor all the necessary pre-contractual explanations on the terms and conditions applicable to this Agreement;

- 11.1.7 this Agreement has been freely entered into by the Lessee, and it constitutes binding and enforceable obligations for the Lessee, its successors and permitted assignees;
- 11.1.8 the Lessee assumes the risk of accidents (vehicle loss or damage) and responsibility of the responsible party of the source of increased danger with the acceptance of the Vehicle under the provisions of this Agreement.
- 11.2 In addition to other obligations to notify the Lessor provided elsewhere in this Agreement, the Lessee is obliged to submit a Notice to Lessor immediately upon:
- 11.2.1 any changes in the Lessee's Contacts as specified in the attached Annex G) of this Agreement;
- 11.2.2 the occurrence of any circumstance that might affect the ability of the Lessee to fulfil the terms and conditions of the Agreement, including the risk of a significant loss/reduction of the Lessee's income, declared in the initial application to the Lessor as well those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Lessor;
- 11.2.3 the occurrence of any circumstance that might cause the start of any mandatory enforcement and/or bankruptcy procedures against the Lessee, as well as, in case the Lessee is a legal entity, any circumstance that is might cause the winding or dissolution of the Lessee;
- 11.3 The Lessee shall be liable to pay to the Lessor the Penalties provided for in Annex B) attached hereto for each case the Lessee breaches the obligations under this Article. The payment of the Penalty shall not release the Lessee for the obligation to comply with the above requirements, if a breach remains ongoing.

## **Article 12. Events of Default and Termination**

- 12.1 A material breach of this Agreement by the Lessee shall constitute an "**Event of Default**" under this Agreement. Without limiting the generality of the foregoing provision, the Parties agree that the following cases are of essential interests for the Lessor, and shall be deemed to constitute an Event of Default under this Agreement:
- 12.1.1 The Lessee fails to pay the Outstanding Amounts, when they fall due pursuant to this Agreement; and/or
- 12.1.2 The Lessee is in breach of the provisions under Article 6 and Article 11 of this Agreement; and/or
- 12.1.3 The Lessee is in default under any other agreement that the Lessee may have entered into with the Lessor.
- 12.2 In case of an Event of Default, the Lessor shall send a written rectification notice (the "**Rectification Notice**") to the Lessee requesting the immediate rectification of the Event of Default. The Rectification Notice shall also include any Penalty applied in relation to the breach, as well as the value of other overdue amounts at the date (jointly the Overdue Amounts). The Lessor shall also apply the relevant Late Payment Interest on such Overdue Amounts pursuant to this Agreement.

- 12.3 If within a period of 20 (twenty) days from the Rectification Notice the Lessee fails to comply with the Rectification Notice, or fails to offer an adequate compensation acceptable to the Lessor, if the Event of Default is impossible to be cured, the Lessor is entitled to terminate this Agreement by Notice to the Lessee (the “**Termination Notice**”).
- 12.4 The Termination Notice shall also include the value of the Termination Penalty applied by the Lessor, as well as the value of the other Overdue Amounts at that date (jointly the Overdue Amounts). The Lessor shall apply the relevant Late Payment Interest on such Outstanding Amounts pursuant to this Agreement.
- 12.5 A Termination Notice shall be issued by the Lessor not later than 7 (seven) days before the start of the repossession procedures pursuant to Article 13; unless within said period the Lessee voluntarily pays all of the Outstanding Amounts and accrued Late Payment Interest, the Termination Notice shall have the effect of terminating this Agreement immediately or, if appropriate, by any later date specified in the Termination Notice.
- 12.6 Without prejudice to the foregoing, the Parties explicitly agree that the Lessor may immediately submit a Termination Notice, pursuant to this Agreement, in case of:
- 12.6.1 the transfer of the title to the Vehicle, from the Lessee to the Lessor, has not been duly registered with the relevant authorities pursuant to the law, for any reason not attributable to the Lessor, within 10 (ten) days from the Signing Date of this Agreement.
- 12.6.2 the Lessee has any court proceedings open against him that could lead to debt enforcement against the Lessee or the Lessee is declared bankrupt by the competent court; or;
- 12.6.3 a request for liquidation (if it is a legal entity) has been filed in relation to the Lessee, or the Lessee is subject to mandatory enforcement procedures;
- 12.6.4 the Lessee dies or has been announced as incapable to act with full legal capacity, unless the either of the persons mentioned in Article 6.1.2 accept to take over the continuation of this Agreement with the Lessor;
- 12.6.5 the Vehicle is lost or destroyed, subject to the provisions of Article 13.10 remaining applicable.
- 12.7 The termination of this Agreement is without prejudice to the validity of the provisions of Article 9, Article 10, Article 13 Article 20, as well as Annex B) (with respect to Late Payment Interest and Penalties) and Annex F) of this Agreement, which shall continue to be applied until any Outstanding Amount and/or Penalties due by the Lessee are collected by the Lessor.
- 12.8 This Agreement may be also terminated at any time by mutual consent of the Parties, and the mutual termination agreement may provide for different consequences of the termination.

### **Article 13. Handback, Repossession and Sale**

- 13.1 Upon expiry of the Duration of this Agreement, unless the Lessee exercises its rights pursuant to Article 4.2, the Lessee shall handback the Vehicle to the Lessor, or to a

person designated by the Lessor, in good working conditions, subject only to normal wear and tear. Should the Vehicle not be handed back in the above conditions, within 7 (seven) days from such expiry date, the Lessor shall be entitled to start the repossession procedures envisaged in the following provisions.

- 13.2 The Lessee is also obliged to handback the Vehicle to the Lessor as soon as practicable, but in any case not later than 7 (seven) days from the Termination Notice pursuant to Article 12.5, and failure by the Lessee to do so, and to voluntarily pay to the Lessor all of the Outstanding Amounts and accrued Late Payment Interest, shall cause the start by the Lessor of the repossession procedures.
- 13.3 In either of the above circumstances, the Lessor will apply the Handback Penalty, and will start, at its sole discretion, either of the following procedures for the repossession of the Vehicle:
  - 13.3.1 pursuant to the Repossession Rules attached hereto as Annex F) of this Agreement, or
  - 13.3.2 by apply for the issuance of an executive order to the competent court and repossess the Vehicle through mandatory enforcement by the bailiff service.
- 13.4 Any duly evidenced cost that the Lessor incurs during the conduct of any of the above repossession procedures, as well as any duly evidenced cost and expense necessary to bring the Vehicle in good working conditions, subject only to normal wear and tear, shall be charged to the Lessee.
- 13.5 Upon the effective repossession of the Vehicle the Lessor shall submit a Notice to the Lessee for the total costs and expense incurred pursuant to the above paragraph 13.4, and a term within which the Lessee is required to pay such amounts. If the repossession of the Vehicle was made following to an Event of Default of the Lessee, the Notice of the Lessor shall also include the value of Outstanding Amounts and accrued Late Payment Interest, after deducting the value of the outstanding principal of the repossessed Vehicle.
- 13.6 If the repossession of the Vehicle was made following to an Event of Default of the Lessee, the Lessor shall notify the Lessee, who shall have a period of 15 (fifteen) days to find a third party buyer for the Vehicle, at a price which is not less than the total value of repossession costs and expenses, of the Outstanding Amounts and of the accrued Late Payment Interest.
- 13.7 Should the Lessee fail to find a suitable buyer pursuant to the above paragraph 13.6, the Lessor shall continue with the sale of the Vehicle:
  - 13.7.1 pursuant to the Repossession Rules attached hereto as Annex F) of this Agreement; or
  - 13.7.2 through the sale procedure applicable by the bailiff services pursuant to the law.
- 13.8 All incomes of the Vehicle sale shall first be used by the Lessor to cover the unpaid costs and expenses for repossession and sale of the Vehicle, and then to pay the Outstanding Amounts and accrued Late Payment Interest. Remaining amounts from the sale incomes, if any, will be paid back to the Lessee.

- 13.9 The Lessee shall remain liable to pay to the Lessor any residual duly evidenced repossession sale costs and expenses, as well as Outstanding Amounts and accrued Late Payment Interest. Should the Lessee fail to pay such amounts to the Lessor, the Lessor shall be entitled to enforce the Security Agreement referred to in Article 15.
- 13.10 In case of termination of the Agreement based on Article 12.6.5, the Lessee shall not be released from the obligations to pay to the full value of the principal of the Vehicle, as well as any other Outstanding Amount and accrued Late Payment Interests if the Vehicle is destroyed or lost due to a circumstance not attributable to the Lessor.

#### **Article 14. Executive title**

- 14.1 This Financial Leaseback Agreement is a mandatory executive title for the repossession of the Vehicle from Lessor.
- 14.2 In case of an Event of Default under this Agreement, the Lessor shall be entitled to repossess the Vehicle pursuant to the mandatory enforcement procedures, without prejudice to the Lessor's rights to pursue other remedies available under this Agreement or the Law.

#### **Article 15. Additional Security and Registration**

- 15.1 As a security for the payment of any portion of the Outstanding Amounts and/or accrued Late Payment Interest that are not recovered by the Lessor pursuant to Article 13, the Lessee grants to the Lessor a securing charge over Lessee's property, pursuant to the terms and conditions of the separate Security Agreement entered into between the Parties.
- 15.2 The Lessor shall register this Agreement as well as the Security Agreement with the relevant registry of securing charges at the Lessee's expense, and any duly evidenced registrations cost or tax paid by the Lessor shall be also deemed a Disbursement under this Agreement, unless pre-paid by the Lessee.

#### **Article 16. Governing law and jurisdiction**

- 16.1 This Agreement shall be governed by the substantive laws of the Republic of Albania.
- 16.2 Each of the Parties hereto irrevocably agrees that any action, suit, or proceeding, including any interim measure of protection or preliminary relief, arising out of or in connection with this Agreement (the "**Dispute**"), shall be exclusively brought and finally settled by Tirana District Court.
- 16.3 The Parties further agree that the commencement or the continuation of the procedures for the settlement of a Dispute shall not constitute a valid ground for the suspension of this Agreement and shall not release the Lessee from the obligations undertaken hereunder.
- 16.4 The court for the issuance of executive orders shall be the competent court pursuant to the Civil procedure code.

#### **Article 17. Entire Agreement, amendments**

- 17.1 This Agreement, including its preambles and the attached documents, constitutes the entire understanding between the Parties with respect to the subject matter of this

Agreement, and supersedes all previous agreements, whether oral or in writing, between the Parties with respect to the same subject matter.

- 17.2 Neither this Agreement nor any of its provision may be amended or modified except pursuant to an agreement in writing (which for the avoidance of doubt, shall include agreements in electronic form) entered into by the Parties, and any such amendment shall take effect on the date of signing (unless a later effective date is agreed) by both Parties.

#### **Article 18. Notices and Language**

- 18.1 The language of this Agreement is the Albanian language, and all notices, demands, requests, statements, certificates or other documents or communications required or permitted under, or otherwise made in connection with this Agreement (the “**Notices**”) shall be in Albanian and shall be made in writing.
- 18.2 The Lessor may submit Notices at the physical address declared by the Lessee here above in this Agreement, at the Lessee’s email address or mobile phone number (the “**Lessee’s Contacts**”), or at such other addresses or contacts as the Lessee may designate by Notice from time to time.
- 18.3 The Lessee may submit Notices at the physical address of the head office of the Lessor or at any of the Branches.
- 18.4 Any Notice submitted by the Lessor shall be deemed to take effect for the Lessee, (a) immediately upon delivery in person, or (b) upon the confirmation of the receipt of the email or sms message.
- 18.5 Any Notice submitted by either Party at the physical address of the other Party through the postal service, shall be deemed to take effect on the date which is two days following to the date of dispatch of the Notice by registered or certified postal service, irrespective of the actual moment of receipt.
- 18.6 Notwithstanding the foregoing, any Notice delivered by other means of communication, which is evidenced to have been effectively made/received, shall not be invalid because it has been made differently from the above.

#### **Article 19. Assignment**

- 19.1 The Lessee’s rights and obligations under this Agreement may not be assigned and transferred to a third person, without the prior written consent of the Lessor having accepted such third person as new Lessee, which consent shall be discretionary to the Lessor, provided however that in case the Lessee is deceased, the obligation to repay the Outstanding Amounts shall be assigned to his/her legal successors, in accordance with the law.
- 19.2 Upon signing of this Agreement, the Lessee hereby irrevocably grants his/her unconditional consent for the Lessor to assign and transfer this Agreement, and any of its rights and obligations hereunder, to a third person, which will become the new Lessor, subject to a written Notice to the Lessee on the occurred assignment and on the identity of the new Lessor.
- 19.3 Upon signing of this Agreement, the Lessee hereby irrevocably grants his/her unconditional consent for the Lessor to transfer (cede) claims or parts thereof arising from the Agreement to an unlimited number of third parties, having the right to re-



assign such claims to an unlimited number of other parties (jointly the assignees), provided however that in these cases the Lessor shall continue to manage the Agreement and remain the contractual party under this Agreement, acting as a creditor agent (trustee) of such assignees, and the Lessee shall remain obliged to make payments hereunder to the Lessor directly. The Lessee does not object that the Lessor discloses to assignees any information derived from the Agreement, and he Lessee agrees and understands that Lessor is not obliged to inform the Lessee about the Lessor's assignment of claims to assignees pursuant to this clause..

- 19.4 The Lessee agrees that the Lessor offering (advertising) to third parties the possibility to assign the claims arising from this Agreement, is entitled to publicly disclose to third parties, including by publishing on the website the following information about the Lessee and the Vehicle: the gender of the Lessee, location, monthly net revenues, expenses, credit history, age, model of the Vehicle, colour, manufacture year, engine capacity, mileage, value, images and other information about the Lessee and the Vehicle. By public disclosure (promoting) of the possibility to assign claims arising from the Agreement pursuant to paragraph 19.3 of this Article, the Lessor undertakes not to disclose publicly the Lessee's name, personal code, telephone number, email address, address and picture, as well as the Vehicle state registration number.

#### **Article 20. Miscellaneous**

- 20.1 No waiver by or on behalf of the Lessor of any of its rights under this Agreement shall release the Lessee from full performance of the obligations stated in this Agreement, save to the extent of such explicitly waiver is made in writing by the Lessor.
- 20.2 Any relaxation, indulgence or delay by the Lessor in exercising, any right under this Agreement or applicable law shall not be construed as a waiver of that right and shall not affect the ability of the Lessor to subsequently exercise that right or to pursue any remedy, until this becomes time barred under the law.
- 20.3 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired, and the offending provision shall be considered to have been automatically substituted by another valid provision that replicates, to the possible extent, the original intent of the parties. The automatic substitution of the offending provision shall be the only remedy between the Parties if any provision of this Agreement is held to be illegal, invalid or unenforceable.

**I THE NOTARY PUBLIC, AFTER HAVING VERIFIED IN THE IDENTITY OF THE APPEARING PERSONS AS WELL AS THEIR ABILITY TO ACT, UNDERSTAND AND POWERS TO REPRESENT, I READ OUT LOUD THE TEXT OF THE PRESENT AGREEMENT, AND AFTER THE REPRESENTATIVES OF THE PARTIES, DECLARED THAT THEY FIND IT IN COMPLIANCE WITH THEIR WILL AND DELEGATION OF POWERS, EXECUTE THIS DOCUMENT AND ATTACHED HERETO, IN FRONT OF ME THE NOTARY AND I DO CERTIFY THIS ACCORDING TO THE LAW.**

**LESSOR**  
**MOGO ALBANIA SH.A**  
[●]

**LESSEE**  
[●]

---

---

Pursuant to article 686 of the Albanian Civil Code, the Lessee hereby specifically declares that he/she is fully aware of and specifically approves the provisions of Article 7, Article 8, Article 9, Article 10, Article 12, Article 13, Article 16, Article 18, Annex B), Annex C) and Annex F) of this Agreement.

The Lessee:

---

**THE NOTARY PUBLIC**

---

**Annex A)**

**Vehicle Identification**

Brand	xxxxxx	
Model	xxxxxx	
VIN	xxxxxx	
License Plate	xxxxxx	
Year	xxxxxx	
Power (Kw)	xxxxxx	
Fuel	xxxxxx	
Seats	xxxxxx	
Circulation Permit	xxxxxx	
Purpose of Usage	xxxxxx	
Owner	xxxxxx	
List of accessories	xxxxxx	
Pledges	Yes <input type="checkbox"/> / No <input type="checkbox"/>	xxxxx
Fines	Yes <input type="checkbox"/> / No <input type="checkbox"/>	xxxxx

**Purchase Price**

Total Price (currency)
1,000.00

## Annex B)

The Lessee shall pay to the Lessor the following charges, fees, commissions, costs, interest, late payment interest/penalties, in relation to this Agreement:

### Fees and Commissions

Name	Amount	Description	Due Date
Start-up fee	3.00 % of loan amount, not less than 12,000.00 ALL	Fee for the administration of the application for financial leaseback	5 days after invoice issuance
Extension Fee	xxxxxx Lekë / xxx % on xxx	Fee for the application to extend the Payment Dates for the Financed Amounts/Interest/amendment of the Payments Schedule	5 days after invoice issuance
Early repayment fee	20% if remaining term >12 months 7% if remaining term <12 months	Fee for the application to prepay the Financed Amounts/Interest/amendment of the Payments Schedule	5 days after invoice issuance
Loan term and condition changes fee	3.00 % of loan amount, not less than 12,000.00 ALL	Fee for the application to change the Financed Amounts/Interest/amendment of the Payments Schedule	5 days after invoice issuance
Debt Collection Costs	10% of total costs	Fee for tax, police fines, court, bailiff costs	5 days after invoice issuance

### Late Payment Interest and Calculation

Rate	Calculated	Sample Calculation	Due Date
1 % / day of delay	Daily on the Outstanding Amounts	<p>example of calculation The instalment payment due is 10 000 ALL (principal) + 2 000 ALL (Interest). In case this instalment is late, then the late payment interest is calculated since first day of being late as following:</p> <p><math>(10\,000 + 2\,000) * 1\% = 120\text{ ALL}</math></p> <p>On second day late the instalment is late 2 days, therefore the late payment interest value will be <math>120 * 2</math></p>	As stated in monthly loan repayment invoice

		= 240 ALL. For each day late the late payment interest will be increased with 60 ALL, until reaching its maximum equal to borrowed amount (principal). Information on the payments due and late payment interest shall be available to the Lessee upon request.	
--	--	--	--

### Penalties

<b>Name</b>	<b>Amount</b>	<b>Description</b>	<b>Due Date</b>
<b>Negligence Penalty</b>	10 % on the Outstanding Amounts	Penalty for breach of Article 6.1	xxx
<b>Penalty for non-cooperation</b>	10% on the Outstanding Amounts	Penalty for breach of Article 6.3	xxx
<b>Penalty for exit of country without permission</b>	10 % on the Outstanding Amounts	Penalty for breach of Article 6.5	xxx
<b>Warranty penalty</b>	10 % on the Outstanding Amounts	Penalty for breach of Article 11.1 and 11.2	xxx
<b>Handback Penalty</b>	10% on the Outstanding Amounts	Penalty for failure of the Lessee to voluntarily handback the Vehicle pursuant to Article 13	xxx
<b>Termination Penalty</b>	10% on the Outstanding Amounts	Penalty for the loss of the profit (future interests) of the Lessor, in case of termination of this Agreement pursuant to Article 12, due to a reason attributable to the Lessee	xxx

**Annex C)  
Payment Dates /Payments Schedule**

<b>No.</b>	<b>Payment Date</b>	<b>Beginning Balance (currency)</b>	<b>Scheduled Payment (currency)</b>	<b>Principal (currency)</b>	<b>Interest (currency)</b>	<b>Ending Balance (currency)</b>
1.	xx/xx/20xx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
<i>Balloon Instalment<sup>1</sup></i>					2 3	
12.						
13.						
14.						
<b>Etc.</b>						

**Adjustment of Financed Amounts and Interest**

If the Financed Amounts and Interest under this Agreement are in Albanian Lekë, then the above amounts of the Payment Schedule shall be adjusted upwards or downwards, as the case may be, in accordance with the following adjustment formula to be calculated by the Lessor, and notified in writing to the Lessee:

$$A = (RT_n - RT_0) * (P/RT_0)$$

Where:

**A** - is the negative or positive value, as the case may be, in Albanian Lekë of the Adjustment of the due payment amount under the Payment Schedule;

**RT<sub>0</sub>** - is the official daily EUR/ALL exchange rate published by the Bank of Albania on the Signing Date of this Agreement, and if no such daily rate is published by the Bank of Albania on the Signing Date, the last official daily EUR/ALL exchange rate published by the Bank of Albania prior to the Signing Date of this Agreement.

**RT<sub>n</sub>** - is the official daily EUR/ALL exchange rate published by the Bank of Albania on the relevant Payment Date provided here above in the Payment Schedule, and if no such daily rate is published by the Bank of Albania on the relevant Payment Date, the last official daily EUR/ALL exchange rate published by the Bank of Albania prior to such Payment Date.

**P** – is the total amount due by Lessee as Principal + Interest, as stated in the above Payment Schedule, which is due and payable by Lessee at the relevant Payment Date.

Provided however, that no Adjustment shall occur if the of A (either as a positive or negative number) at any relevant Payment Date, is less than xx % of the value P at the relevant which is due and payable by Lessee at the relevant Payment Date.

<sup>1</sup>Under **Error! Reference source not found.** of the Agreement «In order to exercise its right to use Balloon Instalment, the Lessee shall pay the Balloon Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: “Balloon instalment under (Agreement number)”»

<sup>2</sup>If the Balloon Installment is paid in full and in the specified term, all the subsequent principle and contractual interest due after the Balloon Instalment are considered to be paid off.

<sup>3</sup>All other remaining maturity and outstanding liabilities remain due.

**Annex D)**  
**Form of taking over certificate**

**TAKEOVER CERTIFICATE**

This Takeover Certificate, attesting the takeover of the following Vehicle by the following Lessee, is signed in [●] (the "Signing Date"), today on this [●].[●].20[●], by and between:

[data of Lessee

- [●], a company incorporated based on the Albanian laws, registered with the Albanian commercial register held by the National Business Centre with unique company registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the "**Lessee**") duly represented by its administrator Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●];

or if individual entrepreneur

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], registered as individual entrepreneur with the Albanian commercial register held by the National Business Centre, with unique registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the "**Lessee**");

or if consumer

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], resident in [●], Albania, (hereinafter referred to as the "**Lessee**");

– delete as applicable]

and

- **MOGO ALBANIA SH.A.**, a joint stock company established pursuant to the laws of Albania, registered with the Commercial Registry, with registration number NUIS - L71528013A, with legal seat in: Rruga "Abdulla Keta", Ndërtesa nr. 1, Hyrja nr. 2, Ap. 1, 1017, Njësia Administrative 9, Tirana, Albania, (hereinafter referred to as the "**Lessor**"), duly represented by [●], [●] citizen, born in [●], on [●], holder of identification document [●], no. [●], in the capacity of [●];

The Lessee and the Lessor shall also be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

**WHEREAS**

- A) The Lessee has applied with the Lessor, for a financing and the Lessor has approved the financing to the Lessee;
- B) The financing of the Lessee shall be made by way of direct financial leasing, as defined in the law, through the acquisition by the Lessor of the Vehicle of the Lessee, identified here below, and its leaseback by Lessor to the Lessee, pursuant to the terms and conditions of the Financial Leaseback Agreement (the "**Agreement**") entered into between Lessor and Lessee;



C) Lessor has agreed to purchase the Vehicle from Lessee, and Lessee has agreed to sell the Vehicle Lessor, pursuant to the sale and purchase agreement signed/to be signed between Lessor and Lessee;

**THEREFORE**, the Parties hereto confirm and certify as follows:

**Vehicle Identification**

Brand	xxxxxx	
Model	xxxxxx	
VIN	xxxxxx	
License Plate	xxxxxx	
Year	xxxxxx	
Power (Kw)	xxxxxx	
Fuel	xxxxxx	
Seats	xxxxxx	
Circulation Permit	xxxxxx	
Purpose of Usage	xxxxxx	
Owner	xxxxxx	
List of accessories	xxxxxx	
Pledges	Yes <input type="checkbox"/> / No <input type="checkbox"/>	xxxxx
Fines	Yes <input type="checkbox"/> / No <input type="checkbox"/>	xxxxx

1. Upon signing of this document, the Parties certify and confirm that the above Vehicle has been taken over in leaseback by the Lessee today on the Signing Date, in good working conditions, and with no apparent defects, following to a thoroughly check by the Lessee of the conditions of the Vehicle.
2. The following apparent damages/defects are noted by the parties upon takeover of the Vehicle in leaseback:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (attach pictures if necessary)

3. This takeover certificate shall serve only as evidence of the taking over in leaseback of the Vehicle by the Lessee at the Signing Date for the purpose of the Agreement, as well as of the details and conditions of the Vehicle on this date, as they appear in this document, and it shall not serve as evidence for any other purpose.

**LESSOR**  
**MOGO ALBANIA SH.A**  
 [●]

**LESSEE**  
 [●]

\_\_\_\_\_

\_\_\_\_\_

**Annex E)  
Insurance Policies**

1. Pursuant to Article 6.1.6 of the Agreement, the Lessee is required to ensure (at its own cost) that the following insurance coverages are available for the Vehicle at all times throughout the Duration of the Agreement:

	Mandatory third party liability (TPL):	All Risk Insurance (CASCO)
Check if Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Insured Amount	Standard requirement	[insert if applicable]
Deductibles	Standard requirement	[insert if applicable]
Exclusions/Limitations	Standard requirement	[insert if applicable]

2. With regard to mandatory TPL insurance, the Lessee is also required to ensure compliance with the following:
- 2.1 only the persons specifically authorized by the Lessor include as covered users of the TPL insurance policy;
  - 2.2 the Lessee shall immediately inform the Lessor about Vehicle accidents and copy the Lessor in any correspondence with insurers regarding damage evaluation and pay-outs; no action shall be made by Lessee regarding damage evaluation and pay-outs, without the prior written consent of the Lessor.
  - 2.3 in case of a Vehicle accident, any pay-outs from third insurers shall be exclusively used for making the repairs to the assessed Vehicle damages, unless for amounts that the insurer specifically pays for personal injuries suffered by the Lessee and/or other passengers.
3. With regard to CASCO insurance (if applicable), the Lessee is also required to ensure compliance with the following:
- 3.1 the insurance policy shall be made only with an insurer acceptable to the Lessor;
  - 3.2 the Lessor shall always be established as the beneficiary in the insurance policy;
  - 3.3 the Lessor shall give its prior written approval of the text of the insurance policy.
4. In addition to the foregoing, the Lessee is also required to ensure compliance with the following:
- 4.1 The Lessee is obliged to ensure validity of the insurance policies and guarantee a constant insurance coverage during the Duration of the Agreement; the Lessee shall appropriately renew and/or extend the insurance policies timely in accordance with their terms and conditions.
  - 4.2 The Lessee is shall submit to the Lessor the initial valid insurance policies at the latest on the date of transfer of possession of the Vehicle and the extended policies (in case of extension of the policies) at the latest within xx (xx) Business Days prior to the expiry of the preceding valid insurance policy.
  - 4.3 Upon occurrence of a Vehicle accident, the Lessee shall be obliged to apply all measures to safeguard the Vehicle and prevent further damages, to immediately report the insured event to the insurer and/or law enforcement authorities and fulfil

other obligations stipulated in the insurance contract/s, and to inform the Lessor at the latest within xx (xx) Business Days of the circumstances related to the occurrence of the accident.

- 4.4 If the Lessee has not complied with the requirements of Annex E) Lessor is entitled to insure the vehicle for the period at its discretion. In this case the Lessee is obliged not later than within 10 (ten) days upon Lessor written invoice to reimburse Lessor insurance premiums paid by Lessor in accordance with Lessor's invoice submitted to the Lessee.

**Annex F)**  
**Repossession Rules**

**AGREEMENT FOR OUT-OF-COURT REPOSSESSION OF THE VEHICLE**

Agreement for the Out-of-Court Repossession of the Vehicle (hereinafter the “**Repossession Rules**”) is entered into today, on this [●].[●].20[●], by and between:

[data of Lessee

- [●], a company incorporated based on the Albanian laws, registered with the Albanian commercial register held by the National Business Centre with unique company registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the “**Lessee**”) duly represented by its administrator Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●];

or if individual entrepreneur

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], registered as individual entrepreneur with the Albanian commercial register held by the National Business Centre, with unique registration number NUIS - [●], with registered seat in [●], Albania, (hereinafter referred to as the “**Lessee**”);

or if consumer

- Mr./Ms. [●], [●] citizen, born in [●], on the [●], holder of the document [●] no. [●], resident in [●], Albania, (hereinafter referred to as the “**Lessee**”);

– delete as applicable]

and

- **MOGO ALBANIA SH.A.**, a joint stock company established pursuant to the laws of Albania, registered with the Commercial Registry, with registration number NUIS - L71528013A, with legal seat in: Rruga “Abdulla Keta”, Ndërtesa nr. 1, Hyrja nr. 2, Ap. 1, 1017, Njësia Administrative 9, Tirana, Albania, (hereinafter referred to as the “**Lessor**”), duly represented by [●], [●] citizen, born in [●], on [●], holder of identification document [●], no. [●], in the capacity of [●];

The Lessee and the Lessor shall also be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS**

- A) The Parties have entered into a Financial Leaseback Agreement (the “**Agreement**”), to which these Repossession Rules are enclosed as Annex F);
- B) The Parties hereto agree and the Lessee explicitly consents that should the Lessee fail to return the Vehicle (as identified in Annex A) of the Agreement) to the Lessor, as specified in Article 13 of the Agreement, the Lessor may immediately repossess the Vehicle pursuant to the following terms and conditions, without further formalities, and without being required to address any request to the competent courts and/or bailiff service.

**THEREFORE**, the Parties agree as follows:

## **Article 1. Purpose**

- 1.1 These Repossession Rules define the terms and procedures for the out-of-court repossession of the Vehicle by the Lessor, in case the Lessee fails to return the Vehicle to the Lessor in compliance with the terms of the Agreement.
- 1.2 Notwithstanding other provisions of the Agreement, the Lessee acknowledges and agrees that in case of out-of-court repossession of the Vehicle, the Lessor shall be entitled to charge to the Lessee and the Lessee shall be obliged to pay to the Lessor any and all duly documented costs and expenses that the Lessor has incurred as a result of the conduct of the out-of-court repossession procedures envisaged hereunder, any duly evidenced cost and expense necessary to bring the Vehicle in good working conditions, subject only to normal wear and tear, as well as any and all damages that the delay of Lessee in returning the Vehicle has caused to the Lessor.
- 1.3 The Lessor shall be entitled to immediately enforce the Securing Charge Agreement referred to in Article 15 of the Agreement, in order to recover any and all amounts due by the Lessee under the Agreement and these Repossession Rules, including costs related to the resale or auction of the Vehicle, that the Lessor does not recover from the residual resale value of the Vehicle, pursuant to Article 3 hereunder, and that are not voluntarily paid to Lessor from Lessee.

## **Article 2. Repossession Procedure**

- 2.1 The Lessor shall be entitled to immediately start repossession procedures in any case of failure by the Lessee to voluntarily handback the Vehicle to the Lessor pursuant to the Agreement and these Repossession Rules.
- 2.2 In case the Lessee fails to fulfil the above obligation, the Lessor shall be entitled to repossess the Vehicle in accordance with the below out-of-court procedure:
  - 2.2.1 The Lessor shall deliver to the Lessee a Notice for the commencement of the out-of-court repossession procedure within a term of 10 (ten) days from the Default as stated in leaseback agreement;
  - 2.2.2 If the Lessee fails to deliver the Vehicle to the Lessor within the above-mentioned term and in compliance with the instructions of the Lessee, the Lessor shall be entitled to authorize any person or authority to repossess the Vehicle wherever it may be and without further notice;
  - 2.2.3 Further to the repossession of the Vehicle, the Lessor shall be entitled to dispose of the Vehicle in compliance with the provisions of the Agreement, and further to its disposal, the Lessor shall notify to the Lessee the final amount due by Lessee to Lessor as well as the term within which such amount must be paid. In case the Lessee does not pay the due obligations within the defined term, the Lessor shall be entitled to collect them through enforcement of the Security Agreement.

## **Article 3. Evaluation and Resale of the Vehicle**

- 3.1 The Lessor upon repossession of the Vehicle is entitled to evaluate the Vehicle and sell the Vehicle to third persons for best price possible. The Lessor is entitled to reduce the re-sale value if it was not able to sell the Vehicle at the original value. The income from the Vehicle sale will be used by the Lessor pursuant to Article 13.8 and 13.9 of the Agreement.

**Article 4. Miscellaneous**

- 4.1 These Repossession Rules automatically enter in full force and effect immediately upon the signing of this Agreement by the Parties, and constitute the entire understanding between the Parties with respect to the subject matter of Article 1 here above, and supersede all previous agreements, whether oral or in writing, between the Parties with respect to the same subject matter.
- 4.2 These Repossession Rules nor any of its provisions may be amended or modified except pursuant to an agreement in writing (which for the avoidance of doubt, shall include agreements in electronic form) entered into by the Parties, and any such amendment shall take effect on the date of signing (unless a later effective date is agreed) by both Parties.
- 4.3 Unless otherwise provided, all capitalized terms in these Repossession Rules shall be interpreted with the meaning ascribed to them pursuant to the Agreement.
- 4.4 Any Notice between the Parties in relation to these Repossession Rules shall be made pursuant to Article 18 of the Agreement.
- 4.5 These Repossession Rules shall be governed by the substantive laws of the Republic of Albania.
- 4.6 Each of the Parties hereto irrevocably agrees that any action, suit, or proceeding, including any interim measure of protection or preliminary relief, arising out of or in connection with these Repossession Rules (the “**Dispute**”), shall be exclusively brought and finally settled by Tirana District Court.
- 4.7 The Parties further agree that the commencement or the continuation of the procedures for the settlement of a Dispute shall not constitute a valid ground for the suspension of these Repossession Rules and shall not release the Lessee from the obligations undertaken thereunder.
- 4.8 No waiver by or on behalf of the Lessor of any of its rights under these Repossession Rules shall release the Lessee from full performance of the obligations stated in these Repossession Rules, save to the extent such explicit waiver is made in writing by the Lessor.
- 4.9 Any relaxation, indulgence or delay by the Lessor in exercising, any right under these Repossession Rules or applicable law shall not be construed as a waiver of that right and shall not affect the ability of the Lessor to subsequently exercise that right or to pursue any remedy, until this becomes time barred under the law.
- 4.10 If any provision of these Repossession Rules is held to be illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions of these Repossession Rules shall not in any way be affected or impaired, and the offending provision shall be considered to have been automatically substituted by another valid provision that replicates, to the possible extent, the original intent of the Parties. The automatic substitution of the offending provision shall be the only remedy between the Parties if any provision of these Repossession Rules is held to be illegal, invalid or unenforceable.

**LESSOR**  
**MOGO ALBANIA SH.A**  
[●]

**LESSEE**  
[●]

\_\_\_\_\_

\_\_\_\_\_

## Annex G)

### Lessee's Contact Details

The Lessee hereby declares to the Lessor that the following are the true and correct contact details of the Lessee. Any Notice submitted by the Lessor to the Lessee at the following contacts pursuant to Article 18 of this Agreement, shall be deemed as duly served to the Lessee as required under this Agreement. The Lessee shall immediately submit a Notice to the Lessor, pursuant to Article 18 of this Agreement, in case of any change in the below contact details.

Name, surname:	XXXXX
Father's name:	XXXXX
Personal identification number:	XXXXX
ID Card/passport:	XXXXX
Address:	XXXXX
City/Village	XXXXX
District:	XXXXX
Bank account:	XXXXX
Bank:	XXXXX
IBAN:	XXXXX
E-mail address:	XXXXX
Phone:	XXXXX
Mobile:	XXXXX