

FINANCIAL LEASING (SALE AND LEASE BACK) AGREEMENT No. _____

Republic of Belarus, the city of _____

MOGO Credit Limited Liability Company (Republic of Belarus), hereinafter referred to as LESSOR, the authorized person of which is the Specialist of the Client Service Department _____ acting on the basis of _____, of the one part, and _____ (citizenship: Belarus, Passport _____, the issuing authority: _____, date of issue: _____, identification number: _____), hereinafter referred to as

LESSEE, of the other part, hereinafter collectively referred to as the Parties with the following details:
THE LESSOR:

Name of the company	MOGO Credit LLC
Legal and postal address	24 P. Mstislavets St., office 172, 220114 Minsk (г. Минск, ул. П. Мстиславца, д. 24, оф. 172, 220114)
UNP (Payer's Identification Number)	192981714
s/a	BY60UNBS30121387101000001933
Bank	BSB Bank JSC
BIK	UNBSBY2X
E-mail	info@mogo.by
Website	www.mogo.by
Telephone	+375 17 388 28 44

LESSEE:

Full name	
Registration address	
Address of actual place of residence	
Identity document	
Identification (personal) No.	
E-mail	
Telephone	

have concluded this Agreement as follows.

1. The LESSOR undertakes to acquire the ownership of the Leased Asset in accordance with Annex 1 hereto from the Seller, who is the LESSEE hereunder, and provide it to the Seller as the LESSEE for temporary possession and use. The LESSEE undertakes to accept the Leased Asset and make the Leasing Payments in accordance with the Lease Payments Schedule (Annex 2 hereto). The Lessee is the Seller of the Leased Asset. This Agreement is concluded to raise the funds of the LESSOR for the LESSEE on a paid-term basis.
 2. The Lessee shall independently pay all taxes, fees and other obligatory payments provided for by the legislation of the Republic of Belarus and related to the operation of the Leased Asset.
 3. The Leased Asset shall constitute the property of the LESSOR after purchase thereof from the Seller. Without the prior written consent of the LESSOR, the LESSEE shall not have the right to dispose of the Leased Asset and shall not have the right to use it as a pledge, provide for inventory or confiscation, contribute to statutory funds of legal entities, as well as perform other actions with respect to the Leased Asset, which are lawful only if it is the owner of the Leased Asset. The LESSOR, being the owner of the Leased Asset, shall be entitled to pledge the Leased Asset as a way of securing any obligation without obtaining the consent of the LESSEE until the transfer of ownership to the LESSEE.
 4. The LESSOR shall not reimburse expenses of the LESSEE for improvements, including those that are removable, and changes to the Leased Asset.
 5. The LESSEE shall pay the buy-out value of the Leased Asset in the amount and within the terms specified in the Leasing Payments Schedule.
 6. It is possible to buy out the Leased Asset before the expiration of the Leasing Period in no event sooner than 12 months of the Leasing Period by additional agreement of the Parties on the terms of reimbursement as part of the leasing payments of all costs of the Lessor related to the acquisition and transfer of the Leased Asset to the LESSEE, the conclusion and execution hereof, as well as amounts payable to the LESSOR before the date of buying-out of the Leased Asset under the Agreement and legislation.
 7. The LESSEE shall make a payment for the acquisition by the LESSOR of the Leased Asset and for temporary possession and use of the Leased Asset in cash in the form of Leasing Payments after the actual transfer of the Leased Asset to the LESSEE in the manner, amount and within time specified in the Leasing Payment Schedule in accordance with Annex 2 hereto.
- Leasing Period: __ month (s).
Value of the Leased Asset: ____ US dollar (s) __ cent (s) (excluding VAT, according to Decree of the President of the Republic of Belarus No. 546 as of 24.11.2005). Start Date of Making Leasing Payments: 07.03.2019.
The dates specified in the Leasing Payments Schedule mean the date of crediting the Leasing Payments to the bank account of the LESSOR.

The LESSEE shall bear all expenses associated with the transfer of funds to the bank account of the LESSOR.

8. Under this Agreement, an approximate calculation (schedule) of payments is made, which, in cases provided for by the Agreement and the legislation of the Republic of Belarus, may be changed by agreement of the parties or unilaterally.

Amendment of the Agreement, including changes in the size of the Leasing Payments, the Value of the Leased Asset, the buy-out value of the Leased Asset and (or) the Price of the Leasing Agreement shall be allowed more than once a year, as circumstances causing these changes arise or at the discretion of the Parties.

9. The Parties agreed that the LESSOR may unilaterally make on a commensurate change in the Price of the Leasing Agreement and the Leasing Payments Schedule, if:

- the bank which services the LESSOR introduces/increases fees, commissions, fees, other payments that the LESSOR is obligated to make in favour of the bank, including in connection with the purchase of foreign currency to secure the Leasing Agreement (payment under the purchase contract);
- changes in the legislation of the Republic of Belarus regulating the procedure for taxation come into force and (or) there is a change in the size (rate) of tax and (or) fee (duty) and (or) a new tax and/or fee (duty) is introduced, whereby the LESSOR will pay additional tax payments in connection with the execution of this Agreement, including the LESSOR will be required to allocate VAT at the changed rate, as well as when receiving an explanation by the LESSOR from tax or other government authority to change the established order of taxation;
- the investment costs of the LESSOR, which include loans in foreign currency and the purchase of currency in the non-exchange (exchange) market (including commission, levy, tax, etc. of a bank or stock exchange), will increase due to a change in currency rates by more than 10 percent;
- other circumstances will take place, with prior notice (informing) of the LESSEE about the change in the size of the Leasing Payments with justification of the need and amount of additional expenses of the LESSOR.

To recalculate amounts in different currencies, all rates and cross-rates of currencies shall be determined at official rates (with the exception of non-exchange purchase, sale, conversion rates by the LESSOR on the non-exchange market) of the respective currencies set by the National Bank of the Republic of Belarus on the date (dates) of the payments actually made by the LESSOR and or expenses incurred.

10. If there are arrears in the Leasing Payments, the LESSOR shall offset the amounts received from the LESSEE to make the Leasing Payments, regardless of which Leasing Payment and period are specified in the payment document of the LESSEE, against the existing debt on the Leasing Payments.

11. The currency of the agreement shall be the US dollar, the currency of payments shall be the Belarusian ruble. Payment shall be made in Belarusian rubles at the rate of the National Bank of the Republic of Belarus on the date of payment.

12. The purchase (supply) contract shall be binding for the LESSEE in terms of the rights and obligations assumed by it in accordance with the purchase (supply) contract and this Agreement, including the acceptance of the Leased Asset, the signing (endorsement) of the documents provided for by the purchase (supply) contract, servicing and warranty maintenance of the Leased Asset, etc.

13. The LESSEE shall bear all costs associated with the supply and transfer of the Leased Asset.

14. All risks shall transfer to the LESSEE in full and the LESSEE shall be fully responsible for the risks associated with any property damage, including in connection with accidental loss (damage of the Leased Asset to such a state that the Leased Asset is not recoverable, or if the costs of recovering the Leased Asset exceeds its value), accidental damage (spoilage), theft, premature breakdown, an error made in the operation of the Leased Asset, as well as for risks associated with damage to property, life and (or) health of Third Parties caused by the Leased Asset and (or) during its operation, from the date of signing by the Parties of the Certificate of the Leased Asset Acceptance or from the date when the Certificate of the Leased Asset Acceptance should be signed by the LESSEE in accordance with the terms and conditions hereof, but it was not signed.

15. The LESSOR shall not be liable to Third Parties for death, personal injury or damage to property caused by the Leased Asset.

16. During the period of validity of this Agreement, the LESSOR has the right to inspect (control) the Leased Asset (independently or with the assistance of experts) in terms of checking the safety of the Leased Asset, maintaining it in working condition, including its maintenance and repair, operating conditions, etc. and the verification of compliance with the terms and conditions of this Agreement and associated contracts hereof. The LESSEE is obliged to provide the LESSOR's representatives with access to the Leased Asset and to not hinder the inspection thereof.

17. The LESSOR shall have the right to notify (inform) the LESSEE about the need to fulfill the obligations under the Agreement by sending an SMS to the mobile phone number of the LESSEE and (or) a message to the LESSEE's email address provided for hereby or by any other available method that allows reliable establishment of the notice delivery to the LESSEE. The Parties agreed on the actual phone numbers and email addresses in the preamble hereof. The Parties shall provide access to specified email addresses and telephone sets to only authorized representatives of each of the Parties. Messages sent from the specified e-mail addresses and by phone shall be deemed messages sent by the LESSOR and the LESSEE, respectively. Documents, acts, notifications, consents, applications, instructions, explanations, decisions, other data and information transmitted by the parties to each other via e-mail or telephone communication using the data specified herein shall have legal force and the Parties may use them as evidence in a court.

18. The LESSEE consents to the collection, processing, transmission, verification and storage of information by the LESSOR about its private life and personal data, as well as to transfer of the received data to Third Parties in accordance with the legislation of the Republic of Belarus.

19. During the entire term of this Agreement, the LESSEE is obliged to provide the LESSOR with reliable information necessary to monitor the business solvency of the LESSEE, consent to receive information included in the credit history of the LESSEE stored in the National Bank of the Republic of Belarus. The LESSEE is responsible for the accuracy of the data provided.

20. The LESSEE shall bear all expenses associated with the registration of the Leased Asset. The LESSEE shall submit

documents for registration of the Leased Asset to the government authorities.

21. The LESSEE shall provide compulsory insurance of civil liability of vehicle owners for the period corresponding to the Leasing Period and provide the LESSOR with proof of insurance.

22. The LESSEE is obliged to reimburse the LESSOR for other expenses incurred by the latter in connection with the execution of this Agreement and not included in the Leasing Payments, but which may be included in accordance with the legislation of the Republic of Belarus.

23. The Parties shall keep the terms and conditions of this Agreement in secret. The LESSEE shall not have the right to furnish, disclose, provide documentation, information received from the LESSOR in the framework of the fulfillment of the obligations provided for by this Agreement. In case of transfer to the Third Parties, as well as distribution, failure to preserve documents, information, without the prior written consent of the LESSOR, the LESSEE will compensate the LESSOR for any such incorrect actions. The specified information, documents are confidential.

24. In the event that the LESSEE fails to pay the Leasing Payments (the part thereof), the buy-out value of the Leased Asset within the terms and in the amount established hereby, the LESSOR has the right to demand payment by the LESSEE, and the LESSEE is accordingly obliged to pay a penalty in the form of a default interest in the amount of 0.5% (zero point five percent) of the amount not received by the LESSOR (which are not credited to the LESSOR's bank account) within the prescribed period of the Leasing Payments, the buy-out value of the leased asset for each calendar day of delay. The Lessee which delayed a payment for 10 calendar days shall further pay a fine of 10 US dollars for each fact of such delay.

25. In cases of non-return or delay in returning the Leased Asset to the Lessor in cases and within the period provided for hereby the, the LESSOR has the right to demand, and the LESSEE accordingly undertakes to pay a penalty in the form of a default interest in the amount of 0.5% (zero point five percent) of the Unpaid Value of the Leased Asset for every calendar day of delay in return.

26. Payment of a penalty (fine, default interest) specified herein shall not relieve the LESSEE from the obligation to fulfill the obligation in kind, and shall not further relieve the LESSEE from reimbursement to the LESSOR for losses and expenses incurred by the latter due to the LESSEE's failure to fulfill or improper fulfillment of the obligations hereunder.

27. The Parties shall be responsible for the non-fulfillment or improper fulfillment of this Agreement in accordance with the legislation of the Republic of Belarus. The termination of the Agreement shall not entail the termination of the obligations of the Parties to pay the penalty amount, interest for using other people's money, losses.

28. In the cases specified in clause 14.2 of the General Provisions, the LESSOR has the right, at its discretion, to withdraw the Leased Asset from the possession and use of the LESSEE and (or) require the early execution here from the LESSEE and (or) to unilaterally out of court refuse to perform this Agreement in whole or in part and (or) unilaterally demand the early termination hereof without reimbursement to the LESSEE for any losses caused by this termination, including those previously listed Leasing Payments and other payments hereunder.

29. Expenses associated with the return (withdrawal) of the Leased Asset to the LESSOR and the storage of the Leased Asset shall be borne by the LESSEE. The expenses for bringing the Leased Asset to a working condition (the cost of eliminating technical malfunctions or breakdowns of the Leased Asset, which occurred before the date of return of the Leased Asset to the LESSOR) shall be borne by the LESSEE.

30. The LESSOR has the right to install a GPS device on the Leased Asset allowing it to determine the location of the Leased Asset.

The conclusion of this Agreement confirms the fact that the LESSEE gives its written consent to the collection, processing, storage and use of information about the location of the Leased Asset by obtaining data from the GPS device, if the LESSOR installed it in the Leased Asset. The LESSOR shall use the information obtained solely for the purpose of ensuring control over the safety of the Leased Asset and shall not have the right to furnish, disclose, provide any information obtained without the consent of the LESSEE, except as required by the legislation of the Republic of Belarus. The conditions of confidentiality of this information come into force upon signing this Agreement and are valid for the duration hereof.

These rules shall also apply in the case of a lawful transfer of the Leased Asset by the LESSEE in possession and (or) use to a Third Party. The LESSEE shall undertake to obtain from the Third Party written consent for the collection, processing, storage and use of information on the location of the Leased Asset for the period of possession and (or) use thereof. The LESSEE shall undertake to eliminate all adverse effects caused by failure to perform this duty.

31. The Parties will resolve all disputes, controversies or claims that may arise from this Agreement or in connection with it, including those related to its amendment, termination, performance, invalidity or interpretation, through negotiations and filing their claims to the other Party before filing a lawsuit. The claim shall specify the requirements or proposals of the Party on the merits of the dispute and disagreements between the Parties; other information and documents shall be specified and attached to the claim at the discretion of the claimant. The term for consideration of claims shall be 10 (ten) calendar days from the date of its sending, unless another period is specified by the Lessor in the claim itself. If there is no agreement between the Parties, all disputes, disagreements or claims that have arisen or may arise from this Agreement or in connection with it, including those related to its change, termination, performance, invalidity or interpretation, shall be considered in court at the location of the LESSOR.

32. By entering into this agreement, the LESSEE confirms that it read and unconditionally accepts the conditions stipulated by the General Provisions of the Financial Leasing (Sale and Lease Back) Agreement and the List of Additional Leasing Remunerations of the LESSOR posted on the Website. The LESSOR has the right to unilaterally change and supplement the size and list of additional leasing remunerations. The LESSEE shall be informed about the changed (actual) conditions for paying additional leasing remunerations through the Website, on which information shall be made publicly available for the LESSEE full time. The LESSOR undertakes to keep the information on this Website up to date.

In the event of a conflict, the provisions of this Agreement shall prevail the General Provisions of the financial leasing (sale and lease back) agreement.

33. This Agreement enters into force from the moment of its signing by the Parties and is valid until the Parties fully

and properly fulfill all their obligations under this Agreement.

34. This Agreement is made in 3 (three) original counterparts having the same legal force, in Russian, one copy for the Lessee, the other for the Lessor, and the third for the Department of Registration and Examinations of the State Motor Vehicle Inspectorate.

SIGNATURES OF THE PARTIES

THE LESSOR

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THE LESSEE

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Leasing Payments Schedule

Republic of Belarus, the city of Grodno

15.05.2019

Contract value, USD	6,182 US Dollars 88 cents
Period, months	84
Buy-out Value, %	0
Schedule currency	USD
Payment currency	BYN

Republic of Belarus, the city of Grodno

15.05.2019

No.	Reimbursement of the contract value		Lessor's remuneration		Payment amount, including VAT	Payment date
	including the value excluding VAT	including VAT on the value	including remuneration excluding VAT	including VAT on the remuneration		
1	12.74	0	151.48	0	164.22	28.03.2019
2	13.18	0	215.96	0	229.14	28.04.2019
3	13.65	0	215.49	0	229.14	28.05.2019
4	14.12	0	215.02	0	229.14	28.06.2019
5	14.62	0	214.52	0	229.14	28.07.2019
6	15.13	0	214.01	0	229.14	28.08.2019
7	15.66	0	213.48	0	229.14	28.09.2019
8	16.21	0	212.93	0	229.14	28.10.2019
9	16.77	0	212.37	0	229.14	28.11.2019
10	17.36	0	211.78	0	229.14	28.12.2019
11	17.97	0	211.17	0	229.14	28.01.2020
12	18.60	0	210.54	0	229.14	28.02.2020
13	19.25	0	209.89	0	229.14	28.03.2020
14	19.92	0	209.22	0	229.14	28.04.2020
15	20.62	0	208.52	0	229.14	28.05.2020
16	21.34	0	207.80	0	229.14	28.06.2020
17	22.09	0	207.05	0	229.14	28.07.2020
18	22.86	0	206.28	0	229.14	28.08.2020
19	23.66	0	205.48	0	229.14	28.09.2020
20	24.49	0	204.65	0	229.14	28.10.2020
21	25.35	0	203.79	0	229.14	28.11.2020
22	26.23	0	202.91	0	229.14	28.12.2020
23	27.15	0	201.99	0	229.14	28.01.2021
24	28.10	0	201.04	0	229.14	28.02.2021
25	29.09	0	200.05	0	229.14	28.03.2021
26	30.10	0	199.04	0	229.14	28.04.2021
27	31.16	0	197.98	0	229.14	28.05.2021
28	32.25	0	196.89	0	229.14	28.06.2021
29	33.38	0	195.76	0	229.14	28.07.2021
30	34.54	0	194.60	0	229.14	28.08.2021
31	35.75	0	193.39	0	229.14	28.09.2021
32	37.01	0	192.13	0	229.14	28.10.2021
33	38.30	0	190.84	0	229.14	28.11.2021

No.	Reimbursement of the contract value		Lessor's remuneration		Payment amount, including VAT	Payment date
	including the value excluding VAT	including VAT on the value	including remuneration excluding VAT	including VAT on the remuneration		
34	39.64	0	189.50	0	229.14	28.12.2021
35	41.03	0	188.11	0	229.14	28.01.2022
36	42.46	0	186.68	0	229.14	28.02.2022
37	43.95	0	185.19	0	229.14	28.03.2022
38	45.49	0	183.65	0	229.14	28.04.2022
39	47.08	0	182.06	0	229.14	28.05.2022
40	48.73	0	180.41	0	229.14	28.06.2022
41	50.43	0	178.71	0	229.14	28.07.2022
42	52.20	0	176.94	0	229.14	28.08.2022
43	54.03	0	175.11	0	229.14	28.09.2022
44	55.92	0	173.22	0	229.14	28.10.2022
45	57.87	0	171.27	0	229.14	28.11.2022
46	59.90	0	169.24	0	229.14	28.12.2022
47	62.00	0	167.14	0	229.14	28.01.2023
48	64.17	0	164.97	0	229.14	28.02.2023
49	66.41	0	162.73	0	229.14	28.03.2023
50	68.74	0	160.40	0	229.14	28.04.2023
51	71.14	0	158.00	0	229.14	28.05.2023
52	73.63	0	155.51	0	229.14	28.06.2023
53	76.21	0	152.93	0	229.14	28.07.2023
54	78.88	0	150.26	0	229.14	28.08.2023
55	81.64	0	147.50	0	229.14	28.09.2023
56	84.49	0	144.65	0	229.14	28.10.2023
57	87.45	0	141.69	0	229.14	28.11.2023
58	90.51	0	138.63	0	229.14	28.12.2023
59	93.68	0	135.46	0	229.14	28.01.2024
60	96.96	0	132.18	0	229.14	28.02.2024
61	100.35	0	128.79	0	229.14	28.03.2024
62	103.87	0	125.27	0	229.14	28.04.2024
63	107.50	0	121.64	0	229.14	28.05.2024
64	111.26	0	117.88	0	229.14	28.06.2024
65	115.16	0	113.98	0	229.14	28.07.2024
66	119.19	0	109.95	0	229.14	28.08.2024
67	123.36	0	105.78	0	229.14	28.09.2024
68	127.68	0	101.46	0	229.14	28.10.2024
69	132.15	0	96.99	0	229.14	28.11.2024
70	136.77	0	92.37	0	229.14	28.12.2024
71	141.56	0	87.58	0	229.14	28.01.2025
72	146.51	0	82.63	0	229.14	28.02.2025
73	151.64	0	77.50	0	229.14	28.03.2025
74	156.95	0	72.19	0	229.14	28.04.2025
75	162.44	0	66.70	0	229.14	28.05.2025
76	168.13	0	61.01	0	229.14	28.06.2025
77	174.01	0	55.13	0	229.14	28.07.2025
78	180.10	0	49.04	0	229.14	28.08.2025
79	186.40	0	42.74	0	229.14	28.09.2025
80	192.93	0	36.21	0	229.14	28.10.2025
81	199.68	0	29.46	0	229.14	28.11.2025

No.	Reimbursement of the contract value		Lessor's remuneration		Payment amount, including VAT	Payment date
	including the value excluding VAT	including VAT on the value	including remuneration excluding VAT	including VAT on the remuneration		
82	206.67	0	22.47	0	229.14	28.12.2025
83	213.90	0	15.24	0	229.14	28.01.2026
84	221.38	0	7.76	0	229.14	28.02.2026
Buy-out value:					0	
	6,182.88	0	12,999.96	0	19,182.84	

SIGNATURES OF THE PARTIES

THE LESSOR

THE LESSEE

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Part II

GENERAL PROVISIONS OF THE FINANCIAL LEASING (SALE AND LEASE BACK) AGREEMENT

1. Definitions

Depreciation Method	Depreciation charges for the Leased Asset are made in accordance with the requirements of the legislation of the Republic of Belarus.	Agreement	The leasing agreement concluded between the Lessee and MOGO Credit LLC (ООО «МОГО Кредит»), with all annexes and changes thereto.
Asset Holder	The Leased Asset is on the books of the Lessee in accordance with the requirements of the legislation of the Republic of Belarus (the National Accounting and Reporting Standard "Financial Leasing" approved by the Decree of the Ministry of Finance of the Republic of Belarus No. 73 as of 30.11.2018).	Investment Costs of the Lessor	Costs, which are considered to determine the value of the Leased Asset and which are associated with the acquisition of the Leased Asset, bringing it to a condition suitable for use by the Lessee in accordance with the Leasing Agreement, transfer of the Leased Asset to the Lessee, as well as the Lessor's expenses which are not considered when determining the Leased Asset Value and related to the conclusion and execution of the Agreement and to be reimbursed by the Lessee in accordance with the Leasing Agreement in full or in part.
Lessee's Postal Address	Place of registration and/or actual residence of the Lessee advised to MOGO Credit LLC.	Leasing Application	The Lessee's application filed for receipt of Leasing in MOGO Credit LLC in accordance with the provisions of the Agreement.
Schedule	Leasing payment schedule for the Leased Asset.	Penalty	The penalty is charged for non-fulfillment of the obligations specified in the Agreement or for delay in fulfillment thereof in the cases specified in the Agreement, until the obligation under the Agreement are fulfilled.
The Lessor's Remuneration (Income)	This is the indicator, which, based on the terms and conditions of the Agreement and the amount of leasing payments paid by the Lessee, constitutes the difference between the total amount of leasing payments stipulated by the Agreement and the buyout price of the Leased Asset (if the Agreement provides for the condition on redemption of the Leased Asset) and the total amount of the Lessor's investment expenses subject to reimbursement by the Lessee as part of the leasing payments and buyout value of the Leased Asset.	Leasing Period	The period during which the Lessee has the right to use the Vehicle and is obliged to pay Leasing Payments for the Vehicle. If the leasing period is extended or another payment date under the Agreement is set by agreement of the Parties, the leasing period is extended accordingly; in this case, the Parties should develop a new schedule, which is an integral part of the Agreement.
Leasing	Rental of a Vehicle with payment of its value under the Leasing Payments Schedule for the purpose of buying out in accordance with the provisions of the Agreement.	Website	Website of MOGO Credit LLC: www.mogo.by .
Customer Service Center	Division of MOGO Credit LLC, which provides leasing services.	MOGO Credit LLC / Lessor	MOGO Credit Limited Liability Company, UNP (Payer's Identification Number) 19281714, legal address: 24 P. Mstislavets str., office 172, 220114 Minsk (220114, г. Минск, ул. П. Мстиславца, д.24, оф. 172).
Unpaid Vehicle Value	The value of the Vehicle on a specific day, which is the difference between the contract value and the paid contract value under the Leasing Agreement.	Vehicle Inspection	State technical inspection of the Vehicle to be performed for all vehicles in accordance with the legislation of the Republic Belarus.

Value of the Leased Asset	The contract value of the leased property under this Agreement, which is determined by agreement between the Lessor and the Lessee for the purpose of calculating Leasing Payments, buyout value, tax and statutory accounting, calculation of the sum insured and losses.	Leasing Agreement Price	The aggregate (amount) of all Leasing Payments and the buyout value of the Leased Asset.
Seller	The person from whom the Lessor acquires the Vehicle.	Leasing Payments	Monthly payments of the Lessee for the Leased Asset and its use, which also include the Advance Payment of the Lessee, if any.
Advance Payment	The amount corresponding to the Lessee's participation in the transaction of purchase of the Vehicle and being a guarantee of fulfillment of the obligations assumed by the Lessee under the Agreement. The Advance Payment to be paid is subject to offsetting in full as a Lease Payment against compensation for a part of the contract value of the Leased Asset at the time (on the date) the Leased Asset is assigned for the Lessee's possession and use under the Acceptance Certificate.	Vehicle (Leased Asset)	The vehicle (or several vehicles) that MOGO Credit LLC purchases from the Seller (Lessee) in accordance with the provisions of the Agreement and a purchase contract and the possession and use of which will be given to the Lessee with the transfer of ownership to the Lessee in the manner prescribed by the Agreement after the contractual obligations are fulfilled in an appropriate manner and full.
Third Party	Any person who is not a party to the Agreement.	Insurer	The legal entity that insures the Vehicle.
Balloon method	The procedure through which the leasing payments are made in equal monthly Leasing payments for the entire Leasing period and an option to pay a Balloon Instalment under the provisions of paragraph 6.8. of these General Provisions. Applicable for agreements with Leasing period of more than 12 (twelve) months.	Balloon Instalment	Instalment which includes the remaining outstanding principle under the Agreement and the Lessor's Remuneration (Income) accrued, specified in paragraph 6.8.2 of General Provisions regardless of the date of payment of the instalment. The Balloon Instalment replaces the corresponding all standard monthly Leasing payments. Upon payment, the Lessee repays all of its Principal and accrued Lessor's Remuneration (Income) obligations under the Agreement in accordance with the provisions of paragraph 6.8. of these General Provisions.

2. Subject Matter of the Sale and Lease Back Agreement

2.1. MOGO Credit LLC undertakes to acquire the ownership of the Vehicle from the Seller, which is the Lessee, and provide it to the Seller as the Lessee for a fee for temporary possession and use. The Lessee undertakes to accept the Leased Asset and make the leasing payments in accordance with the Lease Payments Schedule.

2.2. The Lessee is the Seller of the Leased Asset. This Agreement is concluded to raise MOGO Credit LLC funds for the Lessee on a refundable basis.

3. Leasing Application

3.1. To file the Leasing Application and conclude the Lease Agreement, the Lessee should comply with, and the Lessee confirms that it will meet the following criteria during the entire period of the agreement:

3.1.1. The Lessee is an individual;

3.1.2. The Lessee's age is from 18 to 70 years;

3.1.3. The Lessee's household registration is in the Republic of Belarus;

3.1.4. When filing the Leasing Application and concluding the Agreement, the Lessee is legally capable to act and is not under the influence of alcoholic, narcotic, psychotropic, toxic or other intoxicating substances, understands the significance of its actions and may manage them. It understands all the stated terms and conditions of the Agreement to be concluded.

3¹. Filing the Leasing Application at the Customer Service Center

3.2. To conclude the Agreement, the Lessee files the Leasing Application to MOGO Credit LLC by completing it in the Customer Service Center.

3². Filing the Leasing Application on the Website

3.3. To conclude the Agreement, the Lessee complete the Leasing Application on the Website indicating all requested data. Confirming the Leasing Application completed on the Website, the Lessee submits it to MOGO Credit LLC and agrees to the processing of the personal data specified in clauses 16.7 and 16.8 of the General Provisions.

4¹. Leasing and Conclusion of the Agreement

4.1. After the business solvency and business reputation of a potential customer are assessed, MOGO Credit LLC has the right to refuse to lease to the Lessee with notice to the Lessee. MOGO Credit LLC is not obliged to substantiate its refusal to lease.

4.2. The Lessee has the right to file the Leasing Application as many times as it sees fit. MOGO Credit LLC has the right not to consider the Leasing Application and postpone the decision Leasing, if the Lessee has violated any of the provisions of the Agreement previously entered into with MOGO Credit LLC.

4.3. Prior to the conclusion of the purchase contract, the Lessee is obliged to check the legal status of the Vehicle. MOGO Credit LLC shall not be responsible for the legal status of the Vehicle.

4.4. The Lessee should make its decision to conclude the Agreement on the basis of an analysis of the information available to it, including information posted on the global computer network Internet and provided by the Lessor, on the conditions and risks of the Agreement to be concluded, business solvency and integrity of the Lessor, as well as assessment of compliance of the property acquired for transfer to temporary possession and use as a Leased Asset for the purposes of its use and the risks associated with the possession and use of the Leased Asset during the Leasing Period.

4.5. The Lessee shall bear risks of non-compliance of the Leased Asset with the purposes of its use, if such purposes are provided for by the Agreement.

4². Leasing and Conclusion of the Agreement at the Customer Service Center

4.6. MOGO Credit LLC shall take a decision Lease and inform the Lessee after MOGO Credit LLC received and evaluated the Leasing Application and familiarized itself with the value of the Vehicle.

4.7. The provisions of the Agreement are explained to the Lessee and the Agreement is concluded on-site at the Customer Service Center in the presence of the Lessee. Filing the Leasing Application and clarification of the provisions of the Agreement to the Lessee shall not be considered the conclusion of the Agreement. The Agreement shall be deemed to be concluded when it is signed by both Parties.

4.8. Prior to the conclusion of the Leasing Agreement, the Lessee shall read the information against signature in accordance with clause 25 of the Rules for Leasing Activities approved by the resolution of the Board of the National Bank of the Republic of Belarus No. 526 as of 18.08.2014.

5. Purchase and Acceptance of the Vehicle

5.1. The purchase contract will be concluded after MOGO Credit LLC takes a decision to lease. By signing the Agreement, the Lessee agrees to the provisions of the purchase contract.

5.2. The Lessee (the Seller) confirms that the Vehicle for which MOGO Credit LLC pays shall be free from material rights, prohibitions, restrictions or claims of third parties that may interfere with the execution of MOGO Credit LLC rights.

6. Payments under the Agreement

6.1. The Lessee undertakes to make Leasing Payments for the Vehicle during the period, in the amount and in the currency specified in the Schedule. MOGO Credit LLC shall prepare and forward to the Lessee the monthly payment invoices according to the Agreement. By agreement of the parties, a new Schedule may be drawn up which sets a different date of payment under the Agreement.

6.2. The Lessee shall make payments by transferring to the settlement account of MOGO Credit LLC specified in the Agreement or specified by the Lessor in the course of the Agreement execution. Payments which are made to a different settlement account shall be deemed not made.

6.3. The Lessee is obliged to indicate the Agreement number in the payment details when paying in accordance with the Agreement.

6.4. If the payment of the Lessee fails to comply with the provisions of subclauses 6.2-6.3 of the General Provisions, MOGO Credit LLC has the right to consider such payment as not received until its identification. In the case of the circumstances specified in this clause, MOGO Credit LLC undertakes to inform the Lessee using one of the provided communication methods.

6.5. The Lessee has the right to fully buy out the Vehicle before the expiration of the Leasing Period with the obligatory consent of MOGO Credit LLC, but not earlier than 1 year after the date of conclusion of the Agreement.

6.6. If the date of the payment under the Agreement coincides with a weekend day or a holiday, payments shall be made no later than the next business day.

6.7. If during the term of the Agreement, taxes or duties or laws and (or) administrative decisions that impose additional payments on MOGO Credit LLC or reduce payments under the Agreement come into force, then MOGO Credit LLC has the right to increase or decrease payments according to the Agreement with a notification to the Lessee of changes within 30 (thirty) days by sending an appropriate monthly payment invoice to the Lessee or with a notification of a new Schedule.

6.8. For agreements with a term 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 according to Additional Leasing Fees List posted on the Lessor's website.

6.8.1. The Balloon Instalment could be requested by the Lessee in the period from the day following the maturity of the respective eleventh (multiple of eleven) standard monthly Leasing payment to the maturity of the respective twelfth (multiple of twelve) standard monthly Leasing payment of particular Leasing period year. The payment period and amount of the Balloon Instalment shall be all Leasing payments according to Payment schedule and shall be paid by the Lessee to the Lessor according to the invoice within 3 (three) days if issuance of the invoice.

6.8.2. In order to exercise its right to use Balloon Instalment, the Lessee contacts the Lessor with request to provide precise sum of Balloon Instalment with invoice, and 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*)"

6.8.3. In case the requirement under paragraph 6.8.1. and 6.8.2 of these General Provisions is not fulfilled, the Lessor will consider that the payment is made for a standard early repayment and will charge a early prepayment fee according to Additional Leasing Fees List posted on the Lessor's website.

6.9. 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 Lease Term with limitations as stated in paragraph 6.5. of these General Provisions. In this case, the Lessee will be charged early repayment fee according to Additional Leasing Fees List posted on the Lessor's website.

6.10. The payment of the Balloon Instalment does not relieve the Lessee from its obligations to repay the remaining outstanding amounts under the Agreement.

7. Leasing Period

7.1. The term of the Agreement means the time interval from the date of signing the Agreement to the date of full and proper fulfillment by the Parties of all their obligations under the Agreement.

7.2. The Leasing Period shall be calculated from the date of actual transfer of the Leased Asset to the Lessee for temporary possession and use, namely, from the date of signing by the Parties of the Acceptance Certificate.

7.3. By agreement of the Parties, the Agreement may be extended for a new term.

8. Extension of the Leasing Period

8.1. The Lessee has the right to propose an extension of the Leasing Period (i) by completing the Leasing Period Extension Application at the Customer Service Center or (ii) by sending the Leasing Period Extension Application from the Lessee's email address specified

in the Agreement to the e-mail address of MOGO LLC Credit specified in the Agreement or on the Website.

- 8.2. After MOGO Credit LLC received and evaluated the Leasing Period Extension Application, the Lessor shall decide to extend the Leasing Period by notifying the Lessee personally or using one of the communication methods provided for in the Agreement.
- 8.3. Within 3 (three) working days after the Lessee was notified of MOGO Credit LLC decision for the Leasing Period extension, the Lessee should confirm the Leasing Period extension personally or using one of the provided communication methods.
- 8.4. MOGO Credit LLC has the right to reject the extension of the Leasing Period by forwarding a notification to the Lessee. MOGO Credit LLC is not obliged to substantiate its refusal to extend the Leasing Period.
- 8.5. The extension of the Leasing Period shall enter into force after the Parties sign an appropriate supplementary agreement to the Agreement.
- 8.6. After the Leasing Period becomes effective, MOGO Credit LLC will send the new Schedule to the Lessee.

9. Rights and Obligations of the Lessee

- 9.1. The Lessee is obliged to engage in disputes related to the Vehicle, to eliminate all defects and malfunctions of the Vehicle at its own expense, as well as to take action against Third Parties if they have caused or may cause damage to MOGO Credit LLC in any way with damage to the Vehicle or illegal use thereof. The Lessee shall obtain a power of attorney from MOGO Credit LLC to fulfill such obligations in accordance with clause 11.1 of the General Provisions.
- 9.2. The Lessee is obliged to carefully use the Vehicle in accordance with its purpose and technical characteristics, in accordance with the requirements of the use and operation of the manufacturer and MOGO Credit LLC, as well as the technical documentation for the Vehicle.
- 9.3. The Lessee is obliged to take measures at its own expense to maintain the Vehicle in good technical condition, including performing a Vehicle Inspection, a warranty inspection (maintenance) and repair during the period specified in the Technical Documentation for the Vehicle.
- 9.4. The Lessee has no right to alienate, mortgage or otherwise burden the Vehicle or any parts thereof, as well as transfer the Vehicle to Third Parties without the prior written consent of MOGO Credit LLC. For the purpose of this clause, the third person shall not be considered to be the spouse, children and parents of the Lessee. When transferring the Vehicle to persons referred to in this clause, the Lessee shall be liable to MOGO Credit LLC for compliance with the provisions of the Agreement, as well as for the fact that such persons meet the requirements established for a driver, user, holder or owner in accordance with regulatory legal acts of the Republic of Belarus.
- 9.5. The Lessee shall pay all additional payments and other expenses related to the registration of the Vehicle and the Vehicle Inspection, including insurance expenses, as well as taxes and duties established in the regulatory legal acts of the Republic of Belarus. Within the period established by the legislation of the Republic of Belarus, the Lessee is obliged to pay administrative fines, other fines and (or) other payments related to the Vehicle or which are mandatory for a driver, user, holder or owner of the Vehicle.
- 9.6. The Lessee shall not have the right, without the prior written consent of MOGO Credit LLC, to make changes in the technical design of the Vehicle and to make improvements that contradict the technical documentation for the Vehicle or the requirements established in the regulatory legal acts of the Republic of Belarus or which cannot be deleted without damage to the Vehicle. Any improvements (equipment and parts) made in the Vehicle and which cannot be removed without damaging the Vehicle shall constitute the property of MOGO Credit LLC in the event of transfer of the Vehicle and shall not be paid for to the Lessee.
- 9.7. The Lessee is obliged to keep technical, guarantee and other documentation related to the Vehicle until the Leased Asset is returned to the Lessor or is bought out by the Lessee. In case of loss of documents, the Lessee is obliged to take the necessary measures to restore the documents or to receive a duplicate.
- 9.8. Upon request of MOGO Credit LLC, the Lessee is obliged to provide documents related to the use and insurance of the Vehicle within 3 (three) working days from the date of receipt of the request in the manner specified by the Lessor.
- 9.9. If MOGO Credit LLC has suspicions about possible default on obligations by the Lessee, the Lessee is obliged to show the Vehicle within 3 (three) days from the date of receipt of the request from MOGO Credit LLC and provide an opportunity to check the condition of the Vehicle.
- 9.10. Partial or total restriction of using the Vehicle due to damage to the Vehicle, damage or total loss, disputes related to the Vehicle, as well as disputes with the Insurer, loss of operational and other characteristics of the Leased Asset after its transfer to the Lessee, other use of the Leased Asset by the Lessee during the Leasing Period due to its technical malfunction, deterioration, or other change in comparison with the state of the Leased Asset as of the date of transfer to the Lessee in possession and use, being on technical or warranty service, changes in the technological process of using the Leased Asset, as well as loss of economic expediency of further use of the Leased Asset, shall not release the Lessee from fulfilling its obligations under the Agreement.
- 9.11. The Lessee is obliged to transfer the Vehicle of MOGO Credit LLC according to the manufacturer's configuration (including the keys to the Vehicle) in the cases specified in the Agreement immediately upon request. If the Lessee delays in the transfer of the Vehicle according to the manufacturer's configuration, the Lessee shall pay a penalty of 0.5% (zero point five per cent) of the Unpaid Value of the Vehicle for each day of delay to MOGO Credit LLC. The provided Vehicle should be in accordance with the manufacturer's configuration, it may not have any defects or malfunctions that are not related to normal wear and depreciation of the Vehicle during the Term of the Agreement, otherwise the Lessee, within 3 (three) business days from receipt of the request from MOGO Credit LLC is obliged to cover the Lessor's expenses for repairs and material costs necessary to restore the state of the Vehicle in which it was on the day of signing the Certificate of Acceptance of the Vehicle by the Lessee from the Lessor.
- 9.12. The Lessee agrees that in the cases specified in the Agreement MOGO Credit LLC has the right to take possession of the Vehicle by taking over the Vehicle at its disposal if the Lessee fails to timely transfer the Vehicle to MOGO Credit LLC. The persons authorized by the Lessor shall have the right to enter the territory where the Vehicle is located in order to exercise their right to withdraw it.
- 9.13. The Lessee is obliged immediately, but within 1 (one) working day from the moment of occurrence of the circumstance, to notify MOGO Credit LLC in writing if:
- 9.13.1. the Vehicle is lost, damaged, confiscated or it becomes known about the likelihood of such circumstances;
- 9.13.2. the state registration number of the Vehicle changed;
- 9.13.3. technical and/or other documentation for the Vehicle is lost;
- 9.13.4. the Vehicle is seized;
- 9.14. The Lessee undertakes to unconditionally fulfill its obligations under the Agreement and, in connection with its fulfillment, accepts responsibility for delay and incidental risks. The Lessee accepts liability for incidental risks only if the Lessee did not act in accordance with the legislation of the Republic of Belarus or in accordance with the provisions of the Agreement.
- 9.15. The Lessee is obliged to use only secure electronic communication and data transfer equipment during the term of the Agreement.

9.16. The Lessee is obliged to undergo the Inspection of the Vehicle within 5 (five) days after the first registration of the Vehicle, and also to undergo it regularly within the period established by the legislation of the Republic of Belarus. If the Lessee fails to undergo the Inspection of the Vehicle, the Lessee shall eliminate all defects at its own expense and to undergo the inspection once more. If the Lessee fails to undergo the Vehicle Inspection within 5 (five) days after the first registration of the Vehicle or if it fails to eliminate defects and undergo the Inspection once more and receive permission to participate in traffic on roads within 30 (thirty) days after the Vehicle Inspection, MOGO Credit LLC has the right, on the basis of a written notice, to unilaterally cancel the Agreement under the extrajudicial procedure with the fulfillment of its obligations under the Agreement.

9.17. The Lessee shall immediately, but not later than within 1 (one) working day, notify MOGO Credit LLC in writing if the name, surname, address, email address, telephone number and other Lessee's contact information changes.

9.18. The Lessee is obliged within 10 (ten) days after receiving or sending the power of attorney, or after MOGO Credit LLC transferred the Vehicle to the Lessee, regardless of what occurs earlier, to provide the registration certificate of the Vehicle (technical passport) to MOGO Credit LLC.

9.19. The Lessor, within 10 ten working days, is obliged to submit to the Lessee on the basis of its written request sent to the Lessor by registered mail with a registered notification, information (certificate) about the presence or absence of debt on the obligations under the Agreement, sums of penalties (fines, default interests) charged for non-fulfillment or improper fulfillment by the Lessee of the obligations under the Agreement.

10. Insurance

10.1. The Lessee is obliged to:

10.1.1. within 10 (ten) days after receiving or sending the power of attorney or after MOGO Credit LLC transferred the Vehicle to the Lessee, regardless of what occurs earlier, provide MOGO Credit LLC with the policy of compulsory legal liability insurance of the owner of the Vehicle wherein MOGO Credit LLC is specified as the Beneficiary;

10.1.2. ensure that during the full term of the Agreement, the insurance of the Vehicle is valid by submitting a new insurance policy within 5 (five) days before the expiration of the framework insurance contract: (a) by sending the scanned certificate of insurance to the e-mail of MOGO Credit LLC specified in the Agreement, or (b) by submitting a copy to the Customer Service Center with presentation of the original.

10.2. If the Lessee fails to comply with clause 10.1 of the General Provisions, MOGO Credit LLC has the right to insure the Vehicle for a period at its own discretion. In this case, the Lessee is obliged, within 10 (ten) days from issuing a written invoice, to compensate MOGO Credit LLC in full for insurance premiums paid in accordance with the invoice of MOGO Credit LLC submitted to the Lessee.

10.3. The Lessee is obliged to comply with the terms of insurance.

10.4. In the event of damage, destruction, theft or hijacking of the Vehicle, the Lessee shall inform MOGO Credit LLC in writing and by means of communication (e-mail, telephone, etc.) within 1 (one) working day from the moment of occurrence of the circumstances. The Lessee is obliged to perform the actions stipulated by the insurance contract in order for the Lessor (Beneficiary) to receive the insurance indemnity.

The Lessee should restore the state of the Vehicle to the state it was on the day of signing of the Certificate of Acceptance of the Vehicle by the Lessee from the Lessor.

A different procedure for obtaining insurance indemnity may be applied by prior written consent of the Lessor.

10.5. In case of receiving insurance indemnity, MOGO Credit LLC shall primarily direct it to indemnify for losses incurred in connection with the onset of the insured event (including repayment of expenses for the restoration of the Vehicle). If the received insurance indemnity is not sufficient to fully compensate for the losses incurred due to the insured event, the Lessee is obliged to pay the difference to LLC MOGO Credit within 5 (five) days from receipt of the relevant request from MOGO Credit LLC.

10.6. If the Vehicle is damaged and no insurance indemnity is received, the Lessee should restore the Vehicle at its own expense.

10.7. The Lessee shall continue to pay Leasing Payments under the Agreement, including during the time when the Vehicle is in non-working condition not through the Lessor's fault and during repair (restoration).

10.8. If the insurance indemnity is not paid in the event of the destruction, loss, theft, hijacking, confiscation, other disposal of the Vehicle from the Lessee's legal possession, or if the leased asset is damaged, when its restoration is economically unfeasible, and there is a notice from the Insurer about this or such case is not an insurance event, the Lessee is obliged to pay to MOGO Credit LLC the Unpaid Value of the Vehicle and other payments, which are calculated in accordance with the provisions of the Agreement, within 15 (fifteen) days from the date of receipt of the relevant request from MOGO Credit LLC. Other consequences for the Parties to the Agreement shall be determined by entering into an additional agreement to the Agreement.

10.9. With the consent of LLC MOGO Credit, the Lessee shall represent LLC MOGO Credit in disputes with the Insurer on issues related to the payment of the insurance indemnity or the amount thereof. Disputes about the payment of the insurance indemnity or the amount thereof shall not relieve the Lessee from the contractual obligations.

11. Powers and Authority

11.1. After receiving the written request of the Lessee, MOGO Credit LLC shall issue a power of attorney to the Lessee:

11.1.1. in the cases specified in clauses 9.1 and 10.9 of the General Provisions;

11.1.2. for the management and use of the Vehicle outside the territory of the Republic of Belarus, if the Vehicle has a relevant certificate of insurance and the Lessee has fulfilled its current obligations towards MOGO Credit LLC.

11.2. MOGO Credit LLC has the right to refuse to issue a power of attorney specified in clause 11.1.2 of the General Provisions by sending a notification to the Lessee. MOGO Credit LLC is not obliged to substantiate its refusal to issue a power of attorney.

12. Fulfillment of the Obligations

12.1. Any costs associated with remittances, contributions, etc., should be borne by the Lessee.

12.2. The Agreement is valid until the full and proper fulfillment of the obligations and is considered to be fulfilled from the moment when the Lessee pays to MOGO Credit LLC the Leasing Payments, the buy-out value of the Vehicle, as well as reimburses other expenses stipulated by the Agreement and the legislation, transfers the accrued penalty (if applicable), interest for using other people's funds, reimburses the losses, and MOGO Credit LLC transfers the ownership of the Vehicle to the Lessee in accordance with the provisions of the Agreement.

12.3. The contractual obligations shall be deemed timely fulfilled, if they are fulfilled no later than the last day of the deadline. The payment obligation shall be deemed fulfilled when the payment amount is transferred to the settlement account of MOGO Credit LLC.

12.4. In case of unilateral refusal of the Lessor to execute the Agreement, early termination of the Agreement, the Agreement shall be deemed terminated from the date of transfer of the Leased Asset to the Lessor, unless otherwise specified in the respective notification of the Lessor (agreement of the parties). The obligations of the Lessee to the Lessor, stipulated by the Agreement, the General Provisions, other agreements of the parties and legislation shall be terminated (deemed terminated) only from the moment they are fulfilled by the Lessee in full.

12.5. Payments for the fulfillment of the obligations under the Agreement shall be credited in the following order:

12.5.1. execution costs;

- 12.5.2. the Lessor's remuneration (income);
- 12.5.3. reimbursement of the contract value;
- 12.5.4. a penalty (if applicable), interest for using other people's funds, losses.

13. Liability

13.1. The Lessee assumes the risk of accidents, loss or damage to the Vehicle, and the responsibility of the owner of the source of increased danger.

13.2. MOGO Credit LLC has the right to apply a penalty for delaying payments specified in the Agreement before fulfilling the obligations in the amount of 0.5% (zero point five percent) of the overdue amount per day of default. The Lessee which delayed a payment for 10 calendar days shall further pay a fine of 10 US dollars for each fact of such delay.

13.3. If the Lessee fails to comply with, or violates any of the obligations set forth in clauses 4.3, 9.1- 9.3, 9.5-9.7, 10.3, 10.6 of the General Provisions, the Lessee shall pay MOGO Credit LLC a penalty in the amount of 1% (one percent) of the Unpaid Value of the Vehicle for each fact of non-fulfillment of the obligations.

13.4. For violation of the provisions of the concluded Agreement or subclauses 9.4, 10.1.2, 10.2, 14.4 of the General Provisions, the Lessee shall pay to MOGO Credit LLC a penalty in the amount of 5% (five percent) of the Unpaid Value of the Vehicle for each violation act.

13.5. For inadequate fulfillment or non-fulfillment of the obligations set forth in clauses 9.8, 9.9, 9.13, 9.18, 10.1.1, 10.4, 10.5, 10.8 of the General Provisions MOGO Credit LLC has the right to recover from the Lessee a penalty in the amount of 0.5% (zero point five per cent) of the Unpaid Value of the Vehicle for each day of delay in fulfillment of the obligations specified in this clause.

13.6. Payment of the penalty established in the Agreement shall not relieve the Lessee from fulfilling its obligations set forth in the Agreement.

13.7. Using the means of communication during the execution of the Agreement by the Parties, MOGO Credit LLC shall not be liable for losses incurred as a result of violations of the use of post, fax, electronic or other means of communication, as well as the technical means used to provide the relevant services, including, but not limited to cuts-off, the Website breakdowns, data exchange irregularities and payment systems breakdowns (including Internet banks).

14. Term and Early Termination of the Agreement

14.1. The Agreement enters into force from the moment of its signing and is valid until the Parties fully and properly fulfill all their obligations under the Agreement.

14.2. MOGO Credit LLC has the right, at its discretion, to withdraw the Vehicle from the possession and use of the Lessee and (or) to demand early execution of the Agreement by the Lessee and (or) unilaterally refuse to perform this Agreement in full or in part and (or) demand unilaterally out-of-court procedure for early termination of this Agreement without reimbursement to the Lessee of any losses caused by this termination, including the previously listed Leasing Payments and other payments under the Agreement in any of the following cases:

14.2.1. The Seller refuses to execute the Agreement (terminates it) under the purchase contract;

14.2.2. The Seller fails to fulfill or improperly fulfills the obligation under the Purchase Contract;

14.2.3. The Lessee fails to fully or partially pay the amount specified in the Agreement or the monthly payment invoice, and the delay lasts 10 (ten) days or more;

14.2.4. The Vehicle was stolen, completely lost, cannot be found, it is confiscated, a court decision is made or the rights to use it are restricted by Third Parties and within 5 (five) working days after the written notice of MOGO Credit LLC the Lessee cannot provide another securing obligation acceptable to MOGO Credit LLC;

14.2.5. The Lessee provides MOGO Credit LLC with unreliable or incomplete information (including on the state of the Vehicle, road traffic accidents, additional equipment and damage), and the provision of (failure to provide) such information affects the Lessee's obligations or the decision of MOGO Credit LLC on leasing;

14.2.6. The value of the Leased Asset decreases as a result of actions (inaction) of the Lessee, including violations by the Lessee of clauses 9.4 or 9.6 of the General Provisions, and it is less than the Unpaid Value of the Vehicle by more than 10% (ten percent) and the Lessee fails to reimburse this difference within 30 (thirty) days from the date of receipt of the written notice of MOGO Credit LLC;

14.2.7. The Lessee fails to fulfill or improperly fulfills its obligations specified in the Agreement, and such a violation is eliminated within 5 (five) working days from the written notification of MOGO Credit LLC or such violation is committed once more;

14.2.8. The surety who secures the obligations of the Lessee becomes insolvent, is in the process of liquidation or fails to comply with the terms and conditions of the Agreement security, and the Lessee fails to provide other acceptable security within 5 (five) days after receiving a written notice from MOGO Credit LLC;

14.2.9. Third Parties filed reasonable claims against the Lessee, the total amount of which exceeds 20% (twenty percent) of the Unpaid Value of the Vehicle;

14.2.10. The Lessee failed to pay administrative fines, other fines and (or) other payments related to the Vehicle, or which the driver, user, holder or owner is obliged to pay during the period established by the legislation of the Republic of Belarus if such total unpaid amount exceeds the equivalent of 140 US dollars at the rate of the National Bank of the Republic of Belarus on the date of receipt of the information, and such a delay exceeds 30 (thirty) days;

14.2.11. The Lessee fails to comply with any other provision provided for in any other contract concluded between the Lessee and MOGO Credit LLC, and due to the breach of which MOGO Credit LLC has the right to unilaterally refuse to execute the contract under the extrajudicial procedure;

14.2.12. The Lessee fails to insure the Vehicle in the manner prescribed by the Agreement, and such a violation is not resolved within 5 (five) days from the date of receipt of the written notification of LLC MOGO Credit;

14.2.13. Lessee fails to pay in full or in part the Leasing Payment 2 (two) or more times in a row;

14.2.14. The Lessee transfers the Vehicle for use to a Third Party or attempts to alienate or transfer the Vehicle as collateral to the Lessee in favor of the Third Parties are recorded;

14.2.15. MOGO Credit LLC receives official information from the internal affairs bodies on the offense committed with the participation of the Vehicle, provided for in Article 18.16 of the Administrative Offenses Code of the Republic of Belarus, Articles 317, 317-1 of the Criminal Code of the Republic of Belarus.

14.3. In case of termination of the Agreement (unilateral refusal of the Lessor to execute the Agreement), regardless of the reasons and grounds for its termination or unilateral refusal, the Lessee is obliged to immediately transfer the Vehicle to the Lessor or its authorized person upon the request of MOGO Credit LLC and reimburse the Lessee, unless otherwise approved in writing by the parties, for the amount of arrears in the Leasing payments, the amount of additional leasing fees and fines stipulated by the Agreement (the General Provisions, the Additional Leasing Fees List posted on the Lessor's website) and legislation, as well as the amount of the Lessor's costs which is the difference between the sum of the Outstanding Value of the Vehicle and the amount (value)

of alienation of the Leased Asset. The Lessee shall reimburse the amounts provided for in this clause within 7 (business) days from the date of receipt of the relevant Lessor's notification, unless otherwise agreed by the parties. The obligations of the Lessee to the Lessor under the Agreement shall not cease from the moment of termination of the Agreement (the Lessor's unilateral refusal to perform the Agreement), but shall be valid until the obligations to the Lessor are fulfilled in full.

14.4. The Lessee shall pay the Unpaid Value of the Vehicle, if any, to MOGO Credit LLC within 10 (ten) working days after the receipt of the request of MOGO Credit LLC, if MOGO Credit LLC refuses to perform the Agreement unilaterally under the extrajudicial procedure according to clause 14.2.4 of the General Provisions and (or) the Insurer decides to refuse to pay the insurance indemnity or the insurance indemnity paid by the Insurer is less than the Unpaid Value of the Vehicle and other payments to which MOGO Credit LLC is entitled in accordance with the Agreement or the incident with the Vehicle is not an insured event.

14.5. If the Agreement is terminated early or MOGO Credit LLC unilaterally refused to perform this Agreement under the extrajudicial procedure, MOGO Credit LLC has the right to sell the Vehicle at a free price or otherwise dispose at its own discretion.

14.6. MOGO Credit LLC has the right not to transfer the Leased Asset to the Lessee's ownership if the Lessee has a debt to MOGO Credit LLC for the payment of the Leasing Payments under the Agreement and (or) for other obligations (in particular, security obligations (for example, for the payment of a penalty) and protective obligations (for example, for payment of interest for the use of other people's money) between the Parties, until full repayment of the debt (fulfillment of the obligations), unless the Parties agree otherwise in writing.

14.7. Upon expiration of the Agreement term, when the Lessee fulfilled all the obligations arising from the Agreement and paid all the payments and provided that the Lessee has no unfulfilled obligations in relation to MOGO Credit LLC, MOGO Credit LLC shall transfer the right of ownership to the Vehicle to the Lessee. The Lessee undertakes to register the right of ownership specified in this clause at its own expense within 3 (three) days after the transfer of the Leased Asset by the Lessor to the Lessee on the basis of the transfer of ownership of the Leased Asset. MOGO Credit LLC transfers, and the Lessee receives ownership of the Vehicle at the time of registration of the Vehicle in the name of the Lessee.

14.8. In the event of termination of this Agreement, regardless of the reasons that caused its termination, the Leasing Payments (any part thereof) paid by the Lessee under the Agreement shall not be refundable to the Lessee regardless of the period in which this Agreement was terminated and the return of the Vehicle by the Lessee to MOGO Credit LLC.

14.9. If, as a result of a decrease in the Value of the Leased Asset provided for in the Agreement by agreement of the parties due to a decrease in the amount of the Lessor's investment expenses, which are considered to determine the Value of the Asset, which was leased after the Lessor received funds from the Lessee as an advance payment and (or) to guarantee of the Lessee's execution of the obligations under the Agreement or other contracts concluded in accordance with the Agreement, the total amount of such funds will exceed 40% of the value of the Leased Asset including VAT, the excess is used against the payment of the regular Leasing Payments by the Lessee under the Agreement excluding the return thereof to the Lessee.

14.10. In case the Leased Asset is returned to the Lessor (in the absence of grounds for the transfer of the Leased Asset into the ownership of the Lessee), the Certificate of the Leased Asset Acceptance shall be drawn up and signed by the Lessor and the Lessee. In case of refusal (evasion) of the Lessee to sign the Certificate of the Leased Asset Acceptance which provides for the return of the Leased Asset to the Lessor, this Certificate shall be signed by the Lessor with indication of the refusal (evasion) of the Lessee. Refusal (evasion) to sign the Certificate of the Leased Asset Acceptance means sending by the Lessee a written refusal to sign the Certificate or not signing it by the Lessee within 15 business days from the date of receipt of the Certificate that the Lessor sent to it by recorded delivery or by courier.

15. Dispute Resolution

15.1. The Parties will resolve all disputes, controversies or claims that may arise from this Agreement or in connection with it, including those related to its amendment, termination, performance, invalidity or interpretation, through negotiations and filing their claims to the other Party before filing a lawsuit. The claim shall specify the requirements or proposals of the Party on the merits of the dispute and disagreements between the Parties; other information and documents shall be specified and attached to the claim at the discretion of the claimant. The term for consideration of claims shall be 10 (ten) calendar days from the date of its sending, unless another period is specified by the Lessor in the claim itself.

15.2. If there is no agreement between the Parties, all disputes, disagreements or claims that have arisen or may arise from this Agreement or in connection with it, including those related to its change, termination, performance, invalidity or interpretation, shall be considered in court at the location of MOGO Credit LLC.

16. Other Provisions

16.1. Within 3 (three) days after receipt of the Lessee's request, MOGO Credit LLC shall send the Schedule free of charge to the Lessee's email address specified in the Agreement or Leasing Application, which indicates the Leasing Payments for the Vehicle to be made by the Lessee and periods of their making.

16.2. The Lessee has the right to receive at the Customer Service Center at a previously agreed mutually acceptable meeting time: (a) the written draft Agreement and (b) information on the results obtained from the database, if MOGO Credit LLC justifies the refusal to Lease on the basis of information obtained therefrom.

16.3. If the Lessee submits a request to issue written information on the history of fulfillment of the Lessee's obligations to MOGO Credit LLC, MOGO Credit LLC shall prepare the requested information in writing within 3 (three) days and at the same time has the right to require the Lessee to cover the costs associated with written preparation and (or) sending the specified information, but not more than 7 US dollars (excluding VAT) for each request. MOGO Credit LLC shall provide information on payments made in accordance with the Agreement (a payment statement) to the Lessee within 3 (three) days, without demanding payment mentioned in this clause.

16.4. If numbers in words used in the text of the Agreement differs from the numbers, the numbers in words shall prevail. If the Agreement is contrary to the General Provisions, the Agreement shall prevail.

16.5. All previous negotiations, agreements and correspondence of the Parties shall lose their legal force at the time of the conclusion of the Agreement.

16.6. All notifications of the Parties should be made in writing in Russian and sent to the other party by post, fax or e-mail to the address (number) specified by the Lessee in the Agreement or the Leasing Application. The sent postal items shall be deemed received on the date of receipt of the registered letter indicated on the registered notification by the postal service. If the recipient fails to receive the letter (fails to attend the post office to receive a registered letter), the Parties shall recognize the document received 5 days after the sender sent the letter.

16.7. MOGO Credit LLC has the right to process personal data of the Lessee, as well as transfer and receive data of the Lessee and other information provided by Third Parties from the database, accounting systems and process it in order to assess solvency and verify the accuracy of the information provided. The Lessee agrees with the processing of its data by the Lessor and Third Parties, as well as with the provision of the data about the Lessee and its obligations (including active obligations, duly performed obligations, and improperly fulfilled obligations) to the Third Parties by the Lessee in order to assess the solvency of the Lessee, given obligations of the Lessee to other creditors, the preparation of the credit history of the Lessee of both fulfilled and outstanding obligations, as well as allowing other creditors to get acquainted with the Lessee's credit history and current liabilities to MOGO Credit LLC.

16.8. The Lessee agrees to receive, send the Lessee's data, both about proper and improper fulfillment of the obligations. MOGO Credit LLC has the right to provide information about the Lessee to the parent company of MOGO Credit LLC, the management company and any company dependent on the management company, other companies or institutions that directly or indirectly acquired a significant interest in the MOGO Credit LLC capital, or wherein MOGO Credit LLC acquired direct or indirect interest in the capital.

16.9. The Lessee agrees with the right of MOGO Credit LLC to transfer (assign) the claims or the part thereof arising from the Agreement to those Third Parties it sees fit. The Lessee does not object that, in such a case, MOGO Credit LLC discloses to the Third Parties any information arising from the Agreement. The Lessee agrees and understands that MOGO Credit LLC is not obliged to inform the Lessee of the transfer of claims arising from the Agreement to Third Parties.

16.10. The Lessee agrees that upon transfer of the claims arising from the Agreement or the part thereof to the Third Party, such Third Parties (assignees) have the right to transfer these claims or the part thereof to those Third Parties they see fit. In this case, in accordance with the Agreement, the Third Party (assignee) has the same right as MOGO Credit LLC to disclose to Third Parties information that arise from the Agreement, as well as information about the Lessee and the Vehicle and is not obliged to inform the Lessee of such transfer.

16.11. The Lessee agrees that MOGO Credit LLC uses the email address and (or) phone number of the Lessee specified in the Agreement to provide commercial materials about MOGO Credit LLC, products and campaigns. The Lessee has the right to refuse to receive commercial materials of MOGO Credit LLC.

16.12. MOGO Credit LLC has the right to call and send text messages (SMS) to the specified phone number of the Lessee, send emails to the email address specified by the Lessee, and dispatch the postal items to the Lessee's postal address for communication with the Lessee.

16.13. The Parties undertake not to disclose to Third Parties any information arising from the Agreement, except as provided for in the regulatory legal acts of the Republic of Belarus and the provisions of the Agreement.

16.14. All changes and additions to the Agreement come into force only if they are executed in writing and signed by both Parties or in the following circumstances:

16.14.1. MOGO Credit LLC publishes on the Website and sends to the Lessee's e-mail address a proposal for changes to the Agreement;

16.14.2. The Lessee should accept or reject the offer in writing or submit a counter offer within 30 (thirty) days from the date of the proposal of amendments to the Agreement, which may be confirmed or rejected by MOGO Credit LLC.

MOGO Credit LLC notifies the Lessee in writing about changes in respect of the Leasing Payments under the agreement 30 (thirty) days before the effective date;

16.14.3. The Lessee agrees or disagrees with the amendments to the Agreement proposed by MOGO Credit LLC in writing if the Agreement and (or) the legislation requires to change the terms of the mandatory consent of the Parties (i.e. it may not be changed unilaterally).

16.15. The Lessee shall not have the right to transfer the rights and obligations specified in the Agreement, as well as claims arising from the Agreement to Third Parties without the written consent of MOGO Credit LLC.

16.16. The Lessee undertakes to notify MOGO Credit LLC in writing within 1 (one) working day about the change of place of registration (location), postal and (or) operational office address, as well as about changing any information that may affect the fulfillment of obligations under this Agreement.

16.17. The debt on leasing payments which are determined in accordance with the Agreement, the buyout value of the Leased Asset, penalty (fine, default interest) in connection with such debt, interest on the use of other people's funds shall be collected on the basis of the notarial writ of execution without recourse to court.

16.18. The Agreement was concluded at the Customer Service Center, the Agreement was drawn up and signed in 3 (three) counterparts, one of which is for MOGO Credit LLC, the second is for the Lessee, the third is for the Department of Registration and Examinations of the State Motor Vehicle Inspectorate. All copies of the Agreement are equally valid.