

<b>Reversible Lease Agreement No [number]</b>	<b>[144], [16f].</b>
	Purchase deed No [number] in the records.

<b>[62]</b> <b>[63]</b> Single reg. No [64] VAT reg. N [65] Legal address: [66] Bank: [bank] Account: [account] [75]: [73] [74]	<b>Lessee</b> Name Surname: [1] Identity number: [2] Place of residence: [5] E-mail address: [4] Phone number: [3] Bank, Account number: [6] [7]
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### Part I Principal terms

1. Total amount and currency of the lease:	[12 c] ([12 w])
2. Purchase price and currency of the Vehicle:	[13 c] ([13 w]) VAT: [14 c] Excl. VAT: [15 c]
3. Lease amount (part of <i>Mogo</i> financing of the purchase price of the Vehicle):	[loan-amount-without-commission c] ([loan-amount-without-commission w])
4. Lease period:	[16 t]
5. Schedule preparation method:	[17]
6. Interest rate and Interest:	Fixed Annual interest [18] %
7. Lease formalizing commission:	Commission: [loan-commission c]
8. Annual interest rate (AIR):	[21] %*
9. Total costs of the lease:	[22 c] ([22 w])*
	*In the calculation of AIR and total costs of the Lease, the following is not included: Vehicle's insurance costs ( <i>OCTA</i> , <i>KASKO</i> ) and costs related to the Vehicle's re-registration with <i>CSDD</i> in the name of <i>Mogo</i> , as well as other Additional payments under the Principal terms.
10. Vehicle:	Description: [23], [24] [25], Chassis No [26], Year of manufacture [27], Basic weight [29], Engine capacity [30], Colour [28].
11. Additional security	11.1 [50], identity number: [51], address of residence: [52], guarantee; 11.2 [50a], identity number: [51a], address of residence: [52a], guarantee;
12. Inquiries regarding fulfilment of the Agreement:	Phone 66900900, e-mail address: info@mogo.lv, Business hours: weekdays 8:00-20:00; Saturday, Sunday 10:00-17:00 (except public holidays)
13. Additional payments:	[31] Expenses related to the Vehicle's registration with <i>CSDD</i> in the name of <i>Mogo/Lessee</i> ; [32] Passenger cars and motorcycles tax; [33] Vehicle use tax; [34] Corporate passenger vehicle tax; [35] Payment for <i>OCTA</i> insurance premium;

[36] Payment for *KASKO* insurance premium;  
[37] Expenses for Vehicle maintenance in a good technical condition, including for technical and guarantee servicing and repairs.  
[38] Environmental tax

14. *Mogo* finances the installation of gas system in the Vehicle: No

15. Special provisions

15.1. Obligation to provide a statement to *Mogo* — a confirmation of sale of personal item (own property) (according to the General provisions)

15.2. [commision-type-agreement-info]

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

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

15.5. [kasko-rule-agreement]

16. Schedule

[graph]

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

17. [graph]

**Part II**  
**GENERAL PROVISIONS OF THE REVERSIBLE LEASE AGREEMENT**

**1. Definitions**

<b>Amortisation method</b>	Vehicle redemption payments are identical in all months of the Lease period.	<b>Total costs of the lease</b>	A sum calculated in accordance with the Cabinet's Regulations as of the moment of concluding the Agreement, which comprises of the purchase price of the Vehicle, the Interest and all costs which shall be paid by the Lessee with respect to the Agreement and which <i>Mogo</i> is aware of. In the calculation of total costs of the Lease, the following is not included: Vehicle's insurance costs ( <i>OCTA</i> , <i>KASKO</i> ) and costs related to the Vehicle's re-registration with <i>CSDD</i> in the name of <i>Mogo</i> , as well as other Additional payments under the Principal terms.
<b>Annuity method</b>	Total amounts of the Vehicle's redemption payments and the Interest payments are identical in all months of the Lease period.	<b>Lessee</b>	A person or several persons indicated in the Principal terms. If several persons are indicated in the Principal terms, a term "the Lessee" in singular includes the plural form, such persons are solitarily responsible for the fulfilment of liabilities under this Agreement, and <i>Mogo</i> has the right at its own discretion to request all Lessees or some of them or one Lessee to fulfil all liabilities.
<b>Insurer</b>	A legal entity that ensures the Vehicle.	<b>Lessee's postal address</b>	Address of declared place of residence of the Lessee and/or actual address of residence of the Lessee provided to <i>Mogo</i> pursuant to Item 4.13 of the General provisions.
<b>Bullet method</b>	Vehicle's redemption payments shall be made in a lump-sum payment on the last date of the Lease period.	<b>Lessee's registration confirmation fee</b>	A confirmation fee in the minimum amount of EUR 0.01 (one cent) paid pursuant to Item 4.10 of the General provisions. The Lessee shall pay to <i>Mogo</i> for identification of the Lessee as the customer of <i>Mogo</i> and for conclusion of the Agreement.
<b>Road Traffic Safety Directorate (CSDD)</b>	State joint-stock company "Road Traffic Safety Directorate", single registration number 40003345734, legal address: 25 Miera Street, Riga, LV-1001.	<b>Lease application</b>	An application for Lease from <i>Mogo</i> , made by the Lessee on the Website or at the Customer service centre according to Items 3 <sup>1</sup> or 3 <sup>2</sup> of the General provisions.
<b>Standard European Consumer Credit Information</b>	Standard European Consumer Credit Information — a standard form approved by Directive 2008/48/EC of the European Parliament and of Council of 23 April 2008 on credit agreements for consumers; it is intended for provision of important information to a consumer before entering into the agreement, for comparison of different credit service offers for credit issuance both in the Republic of Latvia and abroad.	<b>Lease amount (loan)</b>	A lease amount specified in the Principal terms, issued by <i>Mogo</i> to the Lessee and under the provisions of the Agreement transferred or paid out to the Lessee for making a payment of the purchase price of the Vehicle, and to be repaid by the Lessee to <i>Mogo</i> under the provisions of the Agreement.
<b>Annual interest rate (AIR)</b>	Interest rate calculated in accordance with the effective Cabinet's Regulations, and specified in the Principal terms. Upon the calculation of the AIR, it is assumed that initially specified Interest rate is fixed for the entire Lease period which is extended in accordance with the Principal terms, payments shall be made on a monthly basis according to the Schedule. In the calculation, all costs related to the conclusion of the Agreement with <i>Mogo</i> shall be taken into consideration. In the calculation, Additional payments, Extension payment, Penalties and approval fee for the changes in the Agreement specified in the Principal terms shall not be considered.	<b>Lease period</b>	A period specified in the Principal terms during which the Lessee is entitled to use the Vehicle and is obliged to make the Vehicle's redemption payment and the Interest payments. In case the Parties agree to extend the Lease period or to determine a different date of monthly payments under the Agreement, the Lease period is postponed accordingly in regards of which the Parties draw up a new Schedule which becomes an integral part of the Agreement. In case of automated extension of the Lease period referred to in the Principal terms, the Parties shall not draw up a new Schedule.
<b>Schedule</b>	A schedule of the Vehicle redemption payments and the Interest payments that is determined in the Principal terms or drawn up anew pursuant to the provisions of the Agreement.	<b>Lease</b>	A lease of the Vehicle with redemption under the provisions of the Agreement.
<b>Method for drawing up the Schedule</b>	Annuity, Amortisation or Bullet method.	<b>Website</b>	<i>Mogo's</i> website <a href="http://www.mogo.lv">www.mogo.lv</a> .
<b>KASKO insurance policy</b>	An insurance policy certifying that an insurance contract is concluded covering a Vehicle against damage and theft.	<b>Mogo</b>	Joint stock company "mogo", single registration No 50103541751, legal address: 50 Skanstes Street, Riga, LV-1013, Latvia.
<b>Customer service centre</b>	A structural unit of <i>Mogo</i> where the services of <i>Mogo</i> are provided.	<b>Mogo's bank and account</b>	<i>Mogo's</i> bank and account specified in the Principal terms or in the invoice/notice on the monthly payment sent to the Lessee.
<b>Total amount to be paid by the Lessee</b>	An amount calculated as of the moment of entering into the Agreement according to the Cabinet's Regulations, consisting of the purchase price of the Vehicle and all costs to be paid by the Lessee under the Agreement.	<b>Cabinet's Regulations</b>	Effective Cabinet Regulations No 691 of 25 October 2016 "Consumer Lending Regulations".
<b>Legal interest</b>	Interest determined in accordance with the effective laws and regulations of the Republic of Latvia, the amount of which as of the moment of conclusion of the Agreement shall be 6 % per annum and that shall be calculated after termination of the Agreement.	<b>Outstanding value of the Vehicle</b>	A value of the Vehicle as of a particular moment, consisting of a difference between the purchase price of the Vehicle and the Vehicle redemption payments made by the Lessee.
<b>Contractual payments</b>	The Lessee's payments to <i>Mogo</i> , including the Agreement formalizing commission, the Vehicle redemption payments, the Interest, the Penalties as well as any other payments specified in the Agreement.	<b>Compulsory Civil Liability Insurance of Owners of Motor Vehicles (OCTA)</b>	Compulsory Civil Liability Insurance of Owners of Motor Vehicles on behalf of the owner of a Vehicle.

<b>Agreement</b>	This Reversible Lease Agreement concluded between the Lessee and Mogo with all appendices and amendments thereto.	<b>Extension fee</b>	A payment to Mogo for extending of the Lease period, the amount of which is determined and offered to the Lessee by Mogo according to Item 10.2 of the General provisions. For automated extension of the Lease period referred to in the Principal terms, the Lessee shall not pay the Extension fee to Mogo.
<b>Penalty</b>	A penalty set forth in the General provisions, which is calculated in the cases specified in the Agreement until the termination thereof, for the failure to fulfil obligations under the Agreement or delay in their fulfilment.	<b>Principal terms</b>	Part I of the Agreement.
<b>Beneficial owner</b>	A person for whose benefit or in whose interests the Agreement is concluded, and it is at least: regarding legal entities — a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal entity or who directly or indirectly controls it; regarding legal arrangements — a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement;	<b>Party(s)</b>	The Lessee or/and Mogo.
<b>Politically exposed person</b>	A person who in the Republic of Latvia, other Member State or third country holds or has held a prominent public position, including a higher official of the public authority, a head of the State administrative unit (local government), the Head of the Government, the Minister (the Deputy Minister or the Deputy of the Deputy Minister if there is such an office in the relevant country), the State Secretary or other official of high level in the government or State administrative unit (local government), a Member of Parliament or a member of similar legislation entity, a member of the management entity (board) of the political party, a Judge of the Constitutional Court, a Judge of the Supreme Court or of the court of other level (a member of the court authority), a council or board member of the Supreme Audit Institution, a council or board member of the Central Bank, an ambassador, a chargé d'affaires, a high-ranking officer of the armed forces, a council or board member of a State capital company, a head (a director, a deputy director) and a board member of an international organisation, or a person who holds equal position in such organisation.	<b>Roadworthiness test</b>	Vehicle roadworthiness test at CSDD to be performed for all the mechanical vehicles indicated in the Cabinet Regulations No 466 "Regulations regarding the Technical Inspection and Technical Control of Vehicles on the Road" of 29 April 2004.
<b>Family member of a Politically exposed person</b>	A person who is the following for a Politically exposed person: a spouse or a person equivalent to a spouse. A person shall be considered a person equivalent to a spouse only if he or she is given such a status pursuant to the legislation of the relevant state. A child or a child of a spouse or a person equivalent to a spouse of a politically exposed person, his or her spouse or a person equivalent to a spouse; a parent, grandparent or grandchildren; a brother or a sister.	<b>Vehicle redemption payments</b>	Monthly payments made by the Lessee to Mogo for the Vehicle and the use thereof.
<b>Person closely related to politically exposed person</b>	A natural person about whom it is known that he/she has business or other close relations with any of Politically exposed persons, as well as a natural person who is a single owner of a legal arrangement about which it is known that it is actually established in favour of the Politically exposed person.	<b>Purchase price of the Vehicle</b>	The price of the Vehicle referred to in the Principal terms paid by Mogo for the purchase of the Vehicle, including the value added tax in case it is applicable according to laws and regulations of the Republic of Latvia.
<b>Privacy policy</b>	Privacy policy elaborated by Mogo describing the arrangements for processing customers', including the Lessee's, personal data by Mogo. The Privacy policy is available ( <a href="http://www.mogo.lv">www.mogo.lv</a> ) or at any Mogo's customer service centre.	<b>Vehicle</b>	A vehicle or vessel (or several vehicles or vessels) specified in the Principal terms, to be purchased by Mogo from the Lessee upon the Lessee's instruction under the provisions of the Agreement, and transferred into a Lessee's holding and use, but after the fulfilment of liabilities under the Agreement — into the ownership under the procedures determined in the Agreement A term "Vehicle" used above and hereinafter shall be used both with respect to one vehicle or vessel and all of them.
<b>Interest</b>	Remuneration for the use of financing, which is calculated based on the Outstanding value of the Vehicle until the termination of the Agreement.	<b>Third party</b>	Any person other than the Party.
<b>Interest rate</b>	A fixed interest rate specified in the Principal terms.	<b>General terms</b>	Part II of the Agreement.
<b>Agreement formalizing commission</b>	A commission set forth in the Principal terms for the Lease application handling and the Agreement formalizing.		

## 2. Subject matter of the Agreement

2.1. In order to receive the Lease, the Lessee undertakes to transfer the ownership rights to the Vehicle to Mogo, by selling the Vehicle to Mogo, and Mogo undertakes to pay the purchase price of the Vehicle to the Lessee.

2.2. When Mogo has acquired the Vehicle in its possession, Mogo grants the right to the Lessee to hold, use (lease) and redeem the Vehicle, and the Lessee undertakes to accept the Vehicle in lease with the right to redeem it, and to pay the Contractual payments under provisions of the Agreement.

2.3. The Lessee acknowledges that the Vehicle is used and the shall not be considered as new vehicle in the meaning of Section 1(9) of the Law on the Value Added Tax. Transactions related to purchase of the Vehicle, arising from the Agreement, shall be subject to the Law on the Value Added Tax.

### 3. Lease application

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

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

3.2.1. The Lessee is a natural person;

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

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

3.2.4. The Lessee is the Beneficial owner;

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

### 3<sup>1</sup>. Submission of the Lease application at the Customer service centre

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

### 3<sup>2</sup>. Submission of the Lease application on the Website

3.4. To conclude the Agreement, the Lessee shall complete the Lease application on the Website, by indicating all information required. Upon the validation of the Lease application completed on the Website, the Lessee shall submit it to *Mogo* and shall agree with the personal data processing pursuant to Items 18.9 and 18.10 of the General provisions.

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

### 4. Granting of the Lease and conclusion of the Agreement

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

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

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

4.4. Upon the conclusion of the Agreement, the Lessee acknowledges and guarantees that after the last national Roadworthiness test or technical condition inspection of the Vehicle any damages have not occurred, the Vehicle has not been involved in the road or water traffic accident, or, if such damages have occurred or the Vehicle has been involved in the traffic accident, the Lessee has eliminated such damages to the Vehicle and has renewed the Vehicle up to such condition which is not worse than it was at the moment of performance of the national Roadworthiness test or technical condition inspection of the Vehicle, and it is allowed to drive such Vehicle (to participate in the road or water traffic).

4.5. If the Principal terms provide so, the Lessee has an obligation to submit a statement to *Mogo* — a purchase confirmation of personal item

(own property) made according to the statement form published on the Website: (a) by sending to *Mogo* a scanned copy to *Mogo*'s e-mail address indicated in the Agreement, or (b) by submitting the original statement to the Customer service centre.

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

### 4<sup>1</sup>. Lease granting and conclusion of the Agreement at the Customer service centre

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

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

### 4<sup>2</sup>. Lease granting and conclusion of the Agreement on the Website

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

4.9.1. by making a call to the Lessee to the phone number indicated by the Lessee in the Lease application and by notifying the Lessee on the offered purchase price of the Vehicle, the Lease period, AIR and the Total amount to be paid by the Lessee to *Mogo*;

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

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

4.11. After the receipt of the Lessee's registration confirmation fee, *Mogo* shall identify the Lessee, shall verify the solvency of the Lessee, and shall take the decision on the Lease granting to the Lessee. *Mogo* shall notify the Lessee on the decision taken in one of the ways referred to in Item 4.9. of the General provisions.

4.12. If *Mogo* refuses to grant the Lease to the Lessee, the Agreement shall be deemed invalid. In such case, the Lessee's registration confirmation fee shall not be repaid to the Lessee.

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

and the Lessee as the holder of the Vehicle with CSDD.

4.14. The version of the Agreement sent to the Lessee's e-mail address indicated in the Lease application, shall enter into force as of the moment when *Mogo* has taken the decision on the Lease granting to the Lessee and when *Mogo* has notified the Lessee under the procedures specified in Item 4.9 of the General provisions.

4.15. The Lease application submitted under the procedures specified in the General provisions and the payment of the Lessee's registration confirmation fee shall acknowledge that the Lessee wants to sell the Vehicle to *Mogo* and to receive the Lease under provisions of the Agreement.

### 5. Purchase and acceptance of the Vehicle

5.1. *Mogo* shall issue a proxy to the Lessee to perform all activities in the name of *Mogo*, which are necessary for registration of *Mogo* as the owner of the Vehicle and of the Lessee as the holder of the Vehicle with CSDD in one of the following ways:

5.1.1. if the Agreement is concluded at the Customer service centre, *Mogo* shall immediately after the conclusion of the Agreement to issue the proxy to the Customer in person;

5.1.2. if the Agreement is concluded remotely through the Website, *Mogo* shall send the proxy to the Lessee's postal address within 2 (two) Business days of the conclusion of the Agreement.

5.2. The Lessee shall register the Vehicle with CSDD in the name of *Mogo*, indicating the Lessee as the holder of the Vehicle and, if so provided for in Section "Special provisions" of the Principal terms, shall submit to *Mogo* a copy of the Vehicle registration certificate, by presenting the original in one of the following periods:

5.2.1. If the Agreement is concluded at the Customer service centre — within 3 (three) Business days of the conclusion of the Agreement;

5.2.2. If the Agreement is concluded remotely through the Website — within 5 (five) days of the dispatch of the proxy referred to in Item 5.1 of the General provisions.

5.3. *Mogo* shall acquire the ownership rights to the Vehicle, and shall transfer, but the Lessee shall accept and acquire the Vehicle in his or her actual possession and use under the provisions of the Agreement as of the moment when the Vehicle is registered with CSDD in the name of *Mogo*. A separate deed on the transfer of the Vehicle is not required to the Lessee.

### 6. Payment of the purchase price of the Vehicle

6.1. The purchase price of the Vehicle shall be paid to the Lessee in cash at the Customer service centre or a credit institution, or made as a cashless payment transferring it to the account indicated by the Lessee only after meeting all conditions listed below:

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

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

6.1.3. The Vehicle has OCTA insurance, unless the Principal terms provide for that OCTA insurance is covered from the purchase price of the Vehicle;

6.1.4. The Lessee has submitted the documents requested by *Mogo* which certify that the Vehicle has KASKO insurance under provisions of the Agreement, unless the Principal terms provide for that KASKO insurance is covered from the purchase price of the Vehicle;

6.1.5. Additional security agreement has been signed and come into force, if such is provided for in the Principal terms;

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

6.2. If the Principal terms provide for that *OCTA* and/or *KASKO* insurance of the Vehicle is covered from the purchase price of the Vehicle, the purchase price of the Vehicle shall be paid by instalments in the amounts specified in the Principal terms, making one instalment as *KASKO* insurance premium to the Insurer, but another instalment — to the Lessee under Item 6.1 of the General provisions when conditions referred to in Item 6.1 of the General provisions are met.

6.3. If the Principal terms provide for that the Vehicle use tax is paid from the purchase price of the Vehicle, the purchase price of the Vehicle shall be paid in instalments in the amounts specified in the Principal terms as follows:

6.3.1. The first instalment shall be made to the State Treasury as the Vehicle use tax when all conditions referred to in Items 6.1.2, 6.1.5 and 6.1.6 of the General provisions are met;

6.3.2. The second instalment shall be made to the Lessee pursuant to Item 6.1 of the General provisions when conditions referred to in Item 6.1 of the General provisions are met.

6.4. Payments referred to in Items 6.1, 6.2 or 6.3 of the General provisions are deemed to be made when the Lessee has received the purchase price of the Vehicle (its respective part).

6.5. If the Lessee within 5 (five) days of the receipt or dispatch of the proxy referred to in Item 5.1 of the General provisions has failed to fulfil the obligations referred to in Item 6.1 of the General provisions, or upon the payment of the purchase price of the Vehicle the Vehicle is encumbered with the Third parties' rights in rem, prohibitions, restrictions or claims that may hinder *Mogo* to exercise its rights, *Mogo* has the right not to pay the purchase price (its part) of the Vehicle. In such case, the Agreement is deemed to be terminated, and the Lessee within 5 (five) Business days of the termination of the Agreement shall repay the first part (if any) of purchase price of the Vehicle received from *Mogo*, and shall re-register the Vehicle with *CSDD* in his or her name. If the Lessee fails to re-register the Vehicle with *CSDD* in his or her name within the said term, *Mogo* has the right to remove the Vehicle from *CSDD*'s records.

6.6 In case of termination of the Agreement, the Lessee's registration confirmation fee shall not be repaid to the Lessee.

## 7. Contractual payments

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

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

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

7.4 If the Lessee makes a payment in contradiction to Item 7.3 of the General provisions, *Mogo* has the right to consider such payment not received until its identification moment. Upon the occurrence of circumstances referred to in Item 7.4 of the Agreement, *Mogo* undertakes to notify the Lessee in one of the ways of communication referred to in Item 4.9 of the Agreement.

7.5 The Lessee has the right to redeem the Vehicle fully or partly before the expiry of the Lease, by giving a three-day notice to *Mogo* on the exercise of such right. If the Lessee redeems the

Vehicle before the term in full, in such case the Lessee shall pay the Outstanding value of the Vehicle to *Mogo*. The Interest shall be calculated, assuming that there are 365 (three hundred sixty-five) days in a year.

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

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

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

## 8. Interest

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

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

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

## 9. Withdrawal rights

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

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

9.3. If the Agreement is concluded at the Customer service centre, the withdrawal form shall be issued to the Lessee upon the conclusion of the Agreement. If the Agreement is concluded remotely on the Website, the withdrawal form may be downloaded here: [https://www.mogo.lv/uploads/mogo\\_atteikuma\\_tiesibu\\_zimantosanas\\_iesnieguma\\_veidlapa.pdf](https://www.mogo.lv/uploads/mogo_atteikuma_tiesibu_zimantosanas_iesnieguma_veidlapa.pdf).

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

9.5. In case of exercising the rights of withdrawal by the Lessee, the Lessee's registration confirmation fee shall not be repaid. The Lessee shall pay all expenses related to the payment of the Outstanding value of the Vehicle and accrued Interest to *Mogo*, as well as expenses related to the re-registration of the Vehicle with *CSDD* in the name of the Lessee.

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

## 10. Extension of the Lease period

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

10.2. Once *Mogo* has received and assessed the application for extension of the Lease period, *Mogo* shall take the decision on extension of the Lease period and the amount of the Extension fee, then notify the Lessee thereon verbally in person or in one of the ways referred to in Item 4.9 of the General provisions.

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

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

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

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

## 11. Rights and obligations of the Lessee

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

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

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

11.4. The Lessee has no right to dispose, pledge or encumber in any other manner the Vehicle or part thereof.

11.5. The Lessee shall not transfer the Vehicle in the usage of any Third party without *Mogo*'s written permit. In the meaning of this Item, the notion of Third parties does not include the Lessee's spouse, children and parents. By transferring the Vehicle to the persons referred in this Item, the Lessee bears the responsibility that the said persons obey the obligations applicable to drivers, users, holders or owners of vehicles pursuant to laws and regulations of the Republic

of Latvia, and the Lessee also retains full responsibility before *Mogo* for fulfilment of provisions of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

11.14.4. Prohibition is registered in regards of the Vehicle;

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

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

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

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

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

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

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

## 12. Insurance

12.1 The Lessee has the following obligations:

12.1.1. To ensure that the Vehicle has *OCTA* insurance within 5 (five) days of the receipt or dispatch of the proxy referred to in Item 5.1 of the General provisions;

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

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

12.3 The Lessee shall observe the rules of *KASKO* (if applicable pursuant to Section "Special provisions" of the Principal terms) and *OCTA* insurance of the Vehicle.

12.4. If the Principal terms provide so, the *KASKO* insurance is optional for the Vehicle as of the moment when the Outstanding value of the Vehicle is less than EUR 5000.00 (or EUR 2500.00 in case of a motorcycle).

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

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

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

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

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

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

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

## 13. Authorisation

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

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

13.1.2. For transfer and use of the Vehicle outside the territory of the Republic of Latvia if an appropriate insurance coverage is in place for the Vehicle and the Lessee has no non-fulfilled liabilities against *Mogo*.

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

## 14. Fulfilment of the liabilities

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

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

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

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

14.5. The payments to fulfil the liabilities under the Agreements shall be accrued in the following order:

14.5.1. For payment of Interest;

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

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

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

14.5.5. For payment of the Penalty.

## 15. Responsibility

15.1. Upon the acceptance of the Vehicle according to Item 5.3 of the General provisions, the Lessee undertakes the risk related to accidents (accidental destruction or damage to the Vehicle) and the responsibility of the owner of a high-risk danger source.

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

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

15.4. If the Lessee fails to fulfil or violates any of the liabilities referred to in Items 4.5, 11.1-11.3, 11.6-11.8, 12.3, 12.7 or 18.13 of the General provisions, the Lessee shall pay to *Mogo* the Penalty in the amount of 1 % (one per cent) of the Outstanding purchase price of the Vehicle for each day of default.

15.5. For violation of the provisions included in Section "Special provisions" of the Principal terms or Items 11.4, 11.5, 12.1.2, 12.2 or 16.4 of the General provisions, the Lessee shall pay to *Mogo* the Penalty in the amount of 5% (five percent) of the purchase price of the Vehicle.

15.6. For inappropriate fulfilment or non-timely (within the deadline) fulfilment of the liabilities determined in Items 11.9, 11.10, 11.14, 12.1.1, 12.5, 12.9 or 15.2 of the General provisions, *Mogo* is entitled to apply to the Lessee the Penalty in the amount of 0.5 % (zero point five percent) of the Outstanding value of the Vehicle for each day of delay, but no more than 10 % (ten percent) of the Outstanding value of the Vehicle; but after termination of the Agreement the Legal interest shall be applied.

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

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

## 16. Agreement period and premature termination thereof

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

16.2. The Agreement shall cease to have effect if the Lessee fails to meet the conditions referred to in Item 5.1 of the General provisions within 5 (five) Business days of the date when the proxies referred to in Item 5.2 of the General provisions are issued or sent.

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

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

16.3.2. The Lessee has violated any of the following Items of the Agreement: 3.2, 11.14, 11.18 or 11.19;

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

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

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

16.3.6. The Lessee fails to fulfil or inappropriately fulfils the obligations determined in Items 11.2, 11.3, 11.9, 11.10 of the General provisions or in Section "Special provisions" of the Principal terms of the Agreement, and such violation has not been eliminated within 5 (five) Business days of giving a written warning by *Mogo*, or such violation has been committed repeatedly;

16.3.7. The Lessee violates Items 11.4, 11.5 or 11.7 of the General provisions, as a result the value of the Vehicle has become lower by more than 10 % (ten per cent);

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

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

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

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

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

16.3.13. The Lessee is deceased or declared absent or missing;

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

16.5. In case *Mogo* withdraws from the Agreement pursuant to Item 16.3.3. of the General provisions, the Lessee shall within 10 (ten) Business days from the receipt of *Mogo's* request pay to *Mogo* the Vehicle value, if any, if the Insurer has decided to refuse insurance compensation or the insurance compensation paid by the Insurer is less than the Outstanding value of the Vehicle and other payments owed to *Mogo* under the Agreement, or the event that has occurred to the Vehicle is not an insurance event.

16.6. In case of premature termination of the Agreement or unilateral withdrawal from the Agreement by *Mogo* (except the cases referred to in Item 16.3.3. of the General provisions), *Mogo* is entitled to sell the Vehicle at a free price. The proceeds acquired from the sale of the Vehicle shall be directed for the fulfilment of liabilities of the Lessee and for paying the expenses related to the Vehicle's taking-over, prevention of deficiencies or damages, and sale. The Lessee within 5 (five) Business days after the receipt of request from *Mogo* shall pay the difference between the total amount of the Lessee's debt and expenses related to the Vehicle's taking-over, prevention of deficiencies or damages, and sale, and the price at which *Mogo* sells the Vehicle to the Third party in accordance with the provisions of this Item.

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

## 17. Installation of the gas system

17.1. The provisions of this Item shall apply if the Principal terms provide for that *Mogo* finances the installation of the gas system in the Vehicle.

17.2. The purchase price of the Vehicle shall be determined assuming that the gas system will be installed in the Vehicle according to the Agreement.

17.3. The Lessee has an obligation within 30 (thirty) days of the receipt of the purchase price of the Vehicle (i) to perform all necessary activities to install the gas system in the Vehicle, (ii) to register the modification of the Vehicle with *CSDD*, and (iii) to submit to *Mogo* a copy of the Vehicle registration certificate supporting such fact, by presenting the original.

17.4. The Lessee has an obligation to ensure that the gas system is installed in the Vehicle in



compliance with the requirements specified in the Vehicle's technical documentation and laws and regulations of the Republic of Latvia, as well as to install the gas system only at official manufacturers and modifiers of vehicles in Latvia the technical documentation of which is agreed with *CSDD*.

**18. Other provisions**

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

18.2. *Mogo* within 3 (three) Business days after the receipt of request from the Lessee shall send the Schedule free of charge to the Lessee's e-mail address indicated in the Agreement or the Lease application, where the Vehicle

redemption payments and the interest payments to be made by the Lessee are specified, as well as the periods of making thereof.

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

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

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

18.6. Supervisory authority: Consumer Rights Protection Centre, registration No 9000068854, address: 55 Brīvības Street, Riga, LV-1010.

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

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

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

18.10. *Mogo* is entitled to phone and send text messages (SMS) to the number of connection provided by the mobile communication operator or any other number which is indicated by the Lessee, send e-mails to the e-mail address indicated by the Lessee as well as to send mail to

the Lessee's street address in order to reach the Lessee within the provision of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

18.21. The Lessee agrees that in case the claims arising from the Agreement are assigned, *Mogo* is entitled but not obliged to continue servicing the Contractual payments arising from the Agreement in the favour of new creditors by acting as an agent (attorney) of the new creditors pursuant to Part 18 of the Civil Law. In case *Mogo* continues to service the Contractual payments arising from the Agreement, the Lessee continues to perform the Contractual payments to *Mogo* to *Mogo's* account or any other account indicated in *Mogo's* notice to the Lessee. Furthermore, the Lessee agrees that *Mogo* has no obligation to notify the Lessee regarding the fact that *Mogo* continues acting as an agent (attorney) of the creditors. In case *Mogo* assigns the claims arising from the Agreement to the Third parties without continuing to service the Contractual payments arising from the Agreement, the Lessee continues to make the Contractual payments to the accounts of new creditors indicated in *Mogo's* notice to the Lessee.

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

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



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

## REFUSAL FORM

\_\_\_\_\_ 201\_\_\_\_\_

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

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

Applicant:

\_\_\_\_\_

Name, Surname / Signature / Date

