

Terms and Conditions

2020 – Mobility Service

Article 1. Definitions

In these Terms and Conditions is intended by:

Charge card | The card provided by Lessor to Lessee to obtain electrical power.

Deployment statement | The written statement on the deployment of an Object, in which the definitive information with regard to the Object is listed.

Driver | The natural person conducting the Object, whether or not by order of Lessee.

Fuel card | The fuel payment card provided by Lessor to Lessee to obtain fuel.

Lease Agreement | The agreement between Lessor and Lessee regarding the lease of an Object by Lessee of which, e.g., the Deployment Statement, the Release Form, the Take-in Form, and these Terms and Conditions are a part.

Leasing period | The period during which Lessee may use the Object on grounds of the Lease Agreement.

Lessee | The natural or legal person with whom Lessor has entered into one or several Lease Agreements.

Lessor | Mobility Service Nederland BV, established in Eelde, Chamber of Commerce number 01126446.

Object | The vehicle that was given in lease by Lessor to Lessee in accordance with the Lease Agreement.

Release Form | A written statement of Driver that he has received the Object.

Short Lease | A derivative form of operational lease, whereby an Object is deployed for a minimum period of one month.

Take-in Form | A written statement from Lessor to Lessee that he has handed in the Object.

Article 2. Applicability

1. The Terms and Conditions are applicable to the creation, the content, and compliance with the Lease Agreement and to all agreements between Lessor and Lessee flowing therefrom or are related thereto, all in the widest sense of the term.
2. By signing the Lease Agreement (electronically), the Lessee declares to accept and to have received the Terms and Conditions. Clauses derogating from these conditions can only be appealed to if Lessor has confirmed these conditions expressly in writing to Lessee.
3. If one or more articles of these Terms and Conditions were to be invalid or non-binding in another manner, the validity of the remaining articles of these Terms and Conditions is not impaired as a result.

Article 3. Creation Lease Agreement

1. The creation of the Lease Agreement, the receipt of these Terms and Conditions and other arrangements between parties can occur in writing, or at least through the internet, or at least via an application ("app").
2. Lessor and Lessee can conclude one or several Lease Agreement(s) in which the rights and obligations of parties as well as the conditions are established that are applicable to all Lease Agreements to be concluded between parties.
3. Lessor will order as soon as possible after receipt and acceptance by Lessor of the Lease Agreement signed by Lessee the Object for Lessee and confirm the order to Lessee and Driver. If it is stipulated in the Lease Agreement that Lessee will make a down payment or security deposit, in any form whatsoever, Lessor will only order the Object after the payment has arrived. Only at the time that Lessor has received a signed Lease Agreement, can the delivery of the Object be proceeded with.
4. As soon as the Object is ready for delivery, Lessor will announce to Lessee where and when Lessee can (let)

receive the Object. Upon delivery, the Driver must sign a (digital) Release Form. Lessee makes sure that Driver signs the Release Form, and this is returned to Lessor. The signed Release Form will count as proof that Lessee has received the Object undamaged and in conformity with the specifications stipulated in the Deployment Statement.

5. The Leasing Period commences on the day on which Lessee has the Object received or 5 (five) business days after the day on which Lessor has made the announcement intended in article 3.4, depending on what occurs first.
6. In case of cancellation of the ordered Object upon request of Lessee, all costs involved will be borne by Lessee and Lessor will pass on these costs to Lessee. The costs referred to are owed immediately.
7. If a Lessee provides security under a Lease Agreement, then Lessor has the right to use the relevant security for compliance with all obligations that Lessee has vis-à-vis Lessor on account of all Lease Agreement(s) between Lessor and Lessee.
8. Lessee will upon reasonable request of Lessor present all relevant documents, provide all relevant information, and allow the perusal of the ledgers and documents of Lessee in order to enable Lessor to gain insight into the financial position of Lessee.
9. If a Lease Agreement on the part of the Lessee was entered into by multiple (legal) persons, then these (legal) persons are severally and jointly liable in the matter of all obligations flowing for Lessee from the Lease Agreement and these Terms and Conditions.

Article 4. Termination Lease Agreement

1. The Lease Agreement ends as soon as the duration established in the Lease Agreement for use of the Object has expired, or the maximum mileage agreed upon in the Lease Agreement has been reached, depending on what occurs first.
2. The Lease Agreement will end with immediate effect as soon as one of the following cases has occurred:

- A. end of the Leasing Period in accordance with article 4.1;
 - B. such damaging of the Object that restoral in the opinion of Lessor is technically impossible or economically unjustifiable (technical or economic total loss);
 - C. in the event that the Object has not been relocated within the term mentioned in the applicable coverage provisions of the insurer following theft or the going missing of the Object;
 - D. cancellation of the ordered Object by Lessee as intended in article 3.6.
3. If a situation occurs as mentioned above in article 4.2 sub B or C, then Lessor will announce this in writing to Lessee.
 4. If the Lease Agreement ends in accordance with article 4.2 sub B. or C., and the Lessee himself has procured the insurance, then Lessee must settle the book value of the Object upon first request of Lessor. If the damage in the cases referred to above is compensated by the insurer, then Lessor will set off the amount of insurance sums received against the book value of the Object owed by Lessee.
 5. Lessee has the right to cancel the Lease Agreement intermediately with immediate effect. Cancellation must occur in writing. Lessor has the right to agree with this or not. If Lessor agrees with premature rescission, then Lessee must compensate the damage incurred by Lessor due to that premature rescission. In such case, Lessee will owe Lessor a compensation to the amount of 35% of the sum of the lease instalments that have not matured yet. In the event of a net operational leasing contract, then the compensation is multiplied by a factor of 1.5.
 6. At the end of the Leasing Period, parties can in mutual consultation or tacitly extend the Lease Agreement. In case of a possible extension of the Lease Agreement, the lease instalments and other provisions of the Lease Agreement will remain effective, unless established otherwise in writing. Lessor reserves himself the right to terminate the extended Lease Agreement at any time he wishes by way of a written notification to Lessee, without any default notice or obligation to compensate damages.
 7. Lessor has the right to terminate one or several Lease Agreements with Lessee without default notice or summation with immediate effect by way of a written announcement by way of registered mail with confirmation of receipt, in the event that:

- A. Lessee does not comply with his obligations on account of a Lease Agreement, despite having been exhorted to do so by Lessor;
- B. Lessee – if he wishes to allocate the risk to an insurer or if the risk has been allocated with an insurer - is excluded by the insurer or the insurance for the Object or is not accepted or the insurer or the Lessee, for whatever reason, prematurely terminates the insurance of the Object, or Lessor – if he bears the damage and theft cover of the Object himself - does not wish to bear this risk (any longer) for the Object;
- C. Lessee has made or has had made an incorrect or incomplete statement to Lessor, or has concealed facts or circumstances that are of such a nature that Lessor would not or would not on the same conditions have entered into the Lease Agreement;
- D. Lessee ceases or splits up his enterprise, or disposes of important parts of the enterprise;
- E. If on the part of Lessee there is a change of the board or shareholders;
- F. Lessee is declared bankrupt or files an application to such effect, requests suspension of payments, the law on debt restructuring of natural persons (Wet Schuldsanering Natuurlijke Personen) is declared applicable to him, is dissolved, or he loses the free disposal of his assets or of a part thereof;
- G. If a third party levies an attachment on the Object to obtain remedy for a claim on Lessee or a third party that Lessee is the guarantor for. In the cases referred to, Lessor has the right to take control (again) of the Object with immediate effect or to demand the immediate release of the Object.
- H. If a legitimate fear arises that the backer or guarantor in the judgment of Lessor is still unable to provide sufficient security vis-a-vis Lessor.
- 8. If the Lease Agreement ends in accordance with article 4.7, then Lessee will owe Lessor, without prejudice to the right of Lessor to demand full indemnification in the matter, a compensation of 1.5 times what is established in article 4.5.
- 9. If the Lease Agreement for whatever reason ends (intermediately), a right of claim never arises for the benefit of Lessee for the (partial) repayment of the leasing instalments paid until such time. This also applies if a first leasing instalment was stipulated that is higher than the remaining leasing instalments.

Article 5.

Leasing instalments

1. During the Leasing Period, though for as long as Lessee has not handed in the Object in accordance with article 16, Lessee owes Lessor the leasing instalment in the matter of the Object that was made available. The definitive leasing instalment flows from the Deployment Statement.
2. The components that form the basis for the calculation of the leasing instalments, are founded on the price level at the moment of the delivery of the Object. Lessor has the right to modify the following components, and therefore thereby the leasing instalments, for the duration of the Lease Agreement on the following conditions and in the following manner: Insurance, motor vehicle tax, and road assistance. If after the moment of entry into the Lease Agreement changes will occur to the amount of the insurance fees and/or the fees for the damage and theft cover by Lessor and/or the compensation for mediation fees of Lessor in the matter of the taking out of insurances and/or the compensation for the carrying out of management and administrative actions by the Lessor in the matter of the insurance, motor vehicle tax and/or costs of road assistance to be billed to Lessor, then Lessor will have the right to incorporate these changes in the leasing instalment as from the moment of the respective change. Lessor also has the right to adjust the component insurance or the amount of the deductible in case the total damage history of the objects in use by Lessee significantly deviates from the average damage history within the fleet offered by Lessor for insurance.
3. If new (fiscal) legislation or regulations become(s) effective that, directly or indirectly, entail(s) modifications to the basis or the calculation of the leasing instalments, then Lessor will have the right to adjust the leasing instalment in such a manner that the entry into effect of the new (fiscal) legislation or regulations does not entail any financial consequences for Lessor. Lessor will thereby have the right as well to implement the adjustments retroactively in the event the relevant legislation or regulations justify such a modification.
4. No later than on 15 January of each year, Lessee provides Lessor, if Lessor so requests, with the correct

mileage of each Object as per 31 December of the preceding year.

5. If it turns out that the actual mileage, including temporary replacement in conformity with article 14, deviates more than 10% from the mileage established by way of the Lease Agreement(s), then Lessor has the right to change the leasing instalment price or the leasing term proportionately.

6. If the Object is handed in at the right time but the maximum mileage established in the Lease Agreement has been exceeded, then Lessee must pay the kilometres driven in excess in accordance with the kilometre price established in the Lease Agreement, while setting off such kilometres as may have been settled intermediately.

Article 6.

Payment

1. Unless expressly established otherwise, Lessee will pay the monthly leasing instalments in advance on the first day of the month. A leasing instalment that regards a part of a month will be calculated by Lessor on the basis of proportionality. All other amounts that Lessee owes on account of or flowing from the Lease Agreement to Lessor and that are not included in the leasing instalment must be settled before the due date of the invoice.

2. Upon entry into the Lease Agreement, Lessee will grant Lessor an authorisation for the direct debit of the leasing instalments owed and all other amounts owed on account of or flowing from the Lease Agreement. Lessee will provide a recurrent authorisation SEPA (Businesses) to Lessor to such effect.

3. Lessor will collect the leasing instalments owed and other amounts owed at the start of the month.

4. Lessee receives an invoice from Lessor that serves as a pre-announcement (prenotification) for the debit.

5. Lessee does not have the right to suspend any payment he owes to Lessor with an appeal to compensation and/or setoffs.

6. Lessor has the right to bill administration costs in case the direct debit is reversed, as a result of not registering the recurring direct debit SEPA by Lessee with his bank, or in case of an illegitimate rejection of the debit by

Lessee or an insufficient balance on the account of Lessee.

7. In case of the overrunning of a payment term, Lessee will fall into default vis-a-vis Lessor without any default notice. Lessee will in such case owe interest on the outstanding amount that is equal to the statutory commercial interest, to be counted from the due date until the day of full settlement.

Article 7.

Third-party clause

1. Lessee declares to be aware and, to the extent necessary, to agree by signing the Lease Agreement, that the property of the Object may (come to) lie with a third party or that the Object may have been (or is) pawned to a third party, as a security for the payment of everything that this third party has or at any time may have to claim from Lessor on account of rental and/or financial Lease Agreements on any account whatsoever.

2. Notwithstanding the existence of the underlying rental agreement, Lessee will release the Object upon first request to the third party, without Lessee thereby being able to appeal to any right of retention, if and as soon as the third party will demand the release of the Object as owner or pledgee on grounds of non-compliance with the obligations of Lessor vis-a-vis the third party. As a result of this requisitioning, the Lease Agreement is legally rescinded with immediate effect. The release as referred to must occur at the offices of the third party or at a location designated by that third party.

3. If the third party is the owner of the Object (or has acquired the property as former pledgee) and the third party would like to continue the Lease Agreement, Lessee is obliged upon first request of the third party to conclude a (lease) rental agreement with the third party for the remainder of the term of the Lease Agreement and under identical conditions.

4. To the extent the Lease Agreement is adopted earlier than the aforementioned rental and/or financial Lease Agreement between Lessor and the third party as owner, the effect of article 7:226 BW (Civil Code) and 7:227 BW is excluded between parties. In such case, even after the sale of the Object by Lessor to the third

party, followed by the aforementioned rental and/or financial Lease Agreement between Lessor and the third party, the underlying Lease Agreement between Lessor and Lessee remains effective.

5. The third-party clause stipulated above in sections 1 through 4 can be revoked by neither Lessee, nor Lessor.

Article 8.

Attachment and third-party measures

1. If third parties wish to enforce rights with regard to the Object or wish to take measures, then Lessee will immediately make apparent to them the property and the rights of Lessor. In case of confiscation or if legitimate grounds for confiscation exist, Lessee will report this as soon as possible to Lessor. In case due to measures or third parties the Object slips from the control of Lessee, then Lessee will immediately, to the extent possible, take measures against this himself. Immediately, though no later than within 24 hours, Lessee informs Lessor of the measures of third parties described above. Lessor will for the protection of his rights in the matter be able to take all measures deemed necessary by him, also on behalf of Lessee. The costs of these measures are borne by Lessee.
2. An attachment on the Object does not relieve Lessee from his obligations to pay the leasing instalment amounts, without prejudice to the right of Lessor as established in article 4 of these Terms and Conditions.

Article 9.

Delivery of the Object

1. Lessee makes sure that he, or an authorised representative who will receive the Object on his behalf, will be able to identify himself as proof of his representative authority.
2. If Lessee so wishes, Lessor can procure a temporary vehicle until the moment that the Object is delivered. The rate to be billed for this will be determined by Lessor, in consultation with Lessee.

3. Lessor is never liable for delays in the delivery of the Object.

Article 10.

Equipment of the Object

1. Lessee receives the Object with the equipment as specified in the Lease Agreement, including registration certificate and license plates.
2. The application of other accessories than the manufacturer's is at the expense of Lessee. The costs thereof are either incorporated in the leasing price or passed on directly to Lessee. The removal of the accessories is only permitted if they are the property of Lessee and the removal thereof does not cause damage to the Object. Otherwise, everything that is mounted or attached by or on behalf of Lessee on, to or in the Object becomes the property of Lessor.
3. The attaching of advertising is permitted, though exclusively with the prior written consent of Lessor. The removal of advertising upon termination of the Lease Agreement, as well as the restoral of any possible damage and/or reduction of value caused by the advertising or the removal thereof is borne by Lessee.
4. It is not permitted to change or have changed the equipment or the model as stipulated in the Lease Agreement. If, despite this exclusion, changes are nevertheless made to the Object, the consequences are borne by Lessee.
5. Lessee is responsible for the selection of the Object and for the collection of the relevant information in order to be able to assess whether the Object has the characteristics desired by Lessee. Lessor does not bear any responsibility for the incorrectness and/or incompleteness of the information that is provided by third parties, such as, for example, the manufacturer, dealer and/or supplier of the Object. A feature or condition of the Object that does not correspond with the information provided by third parties never constitutes a defect in the sense of article 7:204 BW (Civil Code).

Article 11.

Right of access

1. Lessor has the right at all times to inspect or let inspect the Object, wherever it is located. Lessee is obligated following a request to such effect from Lessor, to immediately communicate to Lessor where the Object is located, as well as to give Lessor the opportunity to (let) inspect the Object.
2. In case of the termination or rescission of the Lease Agreement in conformity with what is described in article 4 of these Terms and Conditions, Lessor and the persons designated by him will have the right, without judicial intervention, to recover the Object. Lessee hereby grants Lessor authorisation for such case to enter the area where the Object is located.
3. If Lessee acts in violation of what is established in this article, or Lessee can be held responsible that the Object is located in a place where no direct access can be obtained by Lessor, Lessee forfeits a fine that is equal to the current value of the Object. This obligation lapses if the Object has been stolen.
4. If the Object is located outside the Netherlands and Lessor has legitimate grounds for wanting to access the Object, then Lessee bears the costs that Lessor must reasonably incur in order to reach the location of the Object.

Article 12.

Use and maintenance

1. Lessee will use the Object expertly, as a good caretaker and in accordance with the legislation and regulations relevant in the matter for the purpose that the Object is intended and set up for. Lessee will (let) keep the Object in proper condition and if necessary take care of the restoration of the Object. Lessee guarantees that Driver uses the Object as a good caretaker.
2. It is not permitted to smoke in the Object. If the Object must be cleaned or in the event of the reduction of value of the Object as a result of smoking, then the costs thereof will be passed on to Lessee.

3. Borne by Lessee are the costs of fuel, additions to fuel, storage, parking expenses, cleaning and polishing, maintenance of the bodywork, inexpert action, lack of regular care and/or negligence and violation of the obligations as established in article 10 and this article, or that have arisen as a result of joyriding, to the extent not covered by the insurance, participation in races, overburdening of the vehicle, wherein is included as well repairs to and replacement of the tires otherwise than as a result of normal wear.

4. Lessee guarantees that Driver has a valid driving license issued in the EU.
5. The Lessee is supposed to use fuel and/or oil of the prescribed type and quality, in accordance with the regulation of the manufacturer. If Lessee uses the wrong fuel and/or oil and the Object and/or Lessor incurs damage as a result, also including though not limited to towing, draining, flushing etc., Lessee bears the costs of these damages.
6. Lessee is supposed to have the prescribed servicing carried out timely, as established in the instruction/servicing booklet and to have the servicing booklet filled out completely and signed by a certified repairer.
7. Lessee is supposed to (let) control monthly and/or at least every 1,000 kilometres the level of the engine oil, battery, brake, and cooling fluid and is necessary replenish them. The cooling fluid will, as soon as a period of frost commences, be controlled by Lessee for sufficient concentration so that sufficient anti-freeze effect obtains.
8. If Lessor holds that damage to the Object was caused because Lessee has remained negligent or has acted inexpertly and Lessee contradicts this, then Lessor will have conducted an impartial expert report (appraisal). If this evinces that the costs will, in fact, be borne (partially) by Lessee, then the appraisal costs incurred will also be borne (partially) by Lessee.
9. Repairs and maintenance must be carried out by an official dealer/repairer of the relevant brand or by a shop proposed by Lessee and accepted by Lessor in writing that is associated with the trade organisation BOVAG. All repairs that are not carried out by one of the repairers indicated above are borne by Lessee, unless Lessor has granted explicit permission for this.
10. If the Object has become impossible to drive as a consequence of Lessee not observing his obligations in section 4, 5, or 6 of this article, then the towing charges

required to the establishment of Lessor or such other address as is to be determined by Lessor are borne by Lessee.

11. The following costs are included in the leasing instalment price in case of the normal use of the Object, unless the Lease Agreement states otherwise: maintenance in accordance with the schedule of the manufacturer, replenishment and refreshment of oil, repairs and replacement of parts and tires necessary as a result of normal wear. The tires are replaced in any case if at any time as a result of normal wear they no longer meet the legal guidelines or the guidelines of the traffic safety organisation 'Veilig Verkeer Nederland'.
12. Repairs conducted and/or paid abroad are (following approval by Lessor) refunded on the basis of the prices effective in the Netherlands or lower foreign prices.
13. Any possible repairs regarding accessories that are not expressly included as such in the Lease Agreement are borne by Lessee.
14. Any possible disputes between Lessee and the dealer/repairer regarding the Object, must be presented to Lessor and are handled by Lessor.
15. For the towing of the Object after damage, Lessee will make use of the road assistance organisation that Lessor is associated with, or that Lessor wishes to appeal to.

Article 13. Insurance

1. Lessor will take care of the insurance of the Object, unless it is stipulated in the Lease Agreement that Lessee must procure such himself. Lessor allocates the risk for civil liability caused by or with the Object to an insurer, possibly supplemented with a damage and theft coverage. Lessor can decide, however, to bear the damage and theft risk himself. Optionally, a passenger insurance can be taken out for the benefit of the Driver and the maximum permitted number of passengers.
 2. The Lessee and the Driver must strictly observe all regulations and conditions of the insurer.
 3. Lessee is aware of and agrees with the policy conditions of his insurer that are effective for Lessor, as published on the website of Lessor.
 4. If no insurance component is included in the Lease Agreement, then Lessee is obligated for the purpose of the Object to take out an insurance with coverage for civil liability and damage and theft cover (all-risk insurance). The Object must be insured against book value. A financing clause must be included in the policy in which Lessor is specified as the beneficiary of any possible damage to the Object. The deductible agreed upon by the Lessee continues to be borne by the Lessee.
- Lessee must send the "WM-1192"-form and a copy of the insurance policy, immediately upon own receipt thereof, to Lessor.
5. If the Object has incurred such damage that in the opinion of the insurer it cannot be restored from a technical and/or economic perspective, then Lessor has the right to further implement the Lease Agreement instantly in conformity with article 15 of these Terms and Conditions.
 6. Any damage that occurs through or to the Object must be immediately reported by Lessee to Lessor. The instructions given by Lessor for having restored the damage to the vehicle must be strictly followed by Lessee.
 7. In the event of any case of damage, Lessee must forward within 48 hours after the occurrence of the damage a written notice of loss to Lessor by way of the on-line notice or a European notice of loss form intended for the purpose.
 8. Damage with an Object insured by Lessor to the vehicle or to third parties that for whatever reason is not compensated by the insurer in full is borne entirely by Lessee, who, in such case, indemnifies Lessor completely for the damage in the matter. In such case, Lessor does not have to procure a substitute vehicle.
 9. If due to an error or an inattentiveness of Lessee the damage is not settled in the right manner, then Lessee is fully liable for the resulting damage.
 10. In case of damage that cannot be claimed from third parties (not being the insurer) and window breakage a deductible applies for Lessee per event, as stipulated in the Lease Agreement. To the extent a deductible is owed by Lessor to the insurer, which is deducted from the damage sum that is to be disbursed to Lessor, this deductible is passed on to the Lessee as well.
 11. The accessories that are not incorporated in the Lease Agreement are in case of theft or damage not eligible for

compensation. In addition, sound systems, on condition of being the property of Lessor and/or being incorporated in the Lease Agreement, during the term of the Lease Agreement are only eligible for replacement once per Leasing Period.

12. Personal or professional property must be insured by Lessee himself. In no event is Lessor obligated to refund such property. Lessor may, however, submit a claim with a possible counterparty for the compensation of this damage, which in case it is granted will be passed on to Lessee.

Article 14. Temporary replacement of the Object in case of module “substitute transport”

1. If the module "substitute transport" is included in the Lease Agreement and there is a case of repairs that will take more than 24 hours, such as the assessment of Lessor, then Lessor will during the time that the Object is not available to Lessee replace it by a different, if possible equivalent, vehicle. The mileage covered with this substitute vehicle and the period during which the substitute vehicle is used are deemed to have been driven with the Object. The substitute vehicle is made available within the Netherlands.

2. If Lessee rents a vehicle without the permission of Lessor, then these charges are borne entirely by Lessee.

3. If replacement of the Object abroad is necessary, then Lessor will exclusively compensate the costs incurred within the countries of the European Union up to a maximum of a day price that is equal to the day price that can be billed for the relevant vehicle on the basis of the leasing instalment price. Lessee must himself take care of the returning of the substitute vehicle at the location requested by lessor.

4. If Lessee has at his disposal a temporary substitute vehicle, while the Object is available still or again, the resulting additional costs are borne by Lessee. Lessee must ascertain whether the Object is available again and must (let) recover it immediately.

5. A temporary substitute vehicle must be received and handed in with a full fuel tank. Costs of fuel for the possible replenishing by Lessor are borne by Lessee.

6. If any (car) lessor applies a deductible, this deductible in case of damage is borne by Lessee. It is the responsibility of Lessee to assess whether or not to use the option to pay off the deductible. The costs of the possible paying off of the deductible are borne by Lessee, as well as a fee for a possible insurance for accidents for passengers.

Article 15. Permanent replacement of the Object

1. Lessor is authorised, if the technical condition of the Object requires such, which is at the discretion of Lessor, to permanently replace the Object mentioned in the Lease Agreement by another, equivalent Object, in which case the Lease Agreement is deemed to have been concluded with regard to the new Object.

2. If permanent replacement of the Object occurs, then the costs of the transposing of accessories attached by Lessee is borne proportionally by Lessor, though only and exclusively if the necessity of replacement of the Object cannot be attributed to Lessee.

3. Lessor reserves himself the right in cases in which such corresponds with reason not to transpose the accessories in case of permanent replacement of the Object, nor to substitute them, but in its stead to pay a compensation to Lessee that is proportion to the kilometres driven with the Object and the period during which the accessories have been attached to, on, or in the Object.

Article 16. Handing in of the Object

1. The Object is handed in on the commencement date mentioned in the Deployment Statement increased by the duration of the Lease Agreement or that much sooner as the Lease Agreement is terminated or rescinded.

2. Lessee will hand in the Object clean and with a full fuel tank at a location in the Netherlands to be indicated by Lessor.

3. If so desired, Lessor upon the start of the Leasing Period takes the Object to a location requested by Lessee and Lessor upon termination of the Leasing Period stipulated in the Lease Agreement will pick up the Object from a location indicated by Lessee. For the pickup and delivery service, Lessor bills a previously established rate.

4. If after a possible written notice the car is not handed in, then Lessor and the persons designated by him will have the right to recover the Object. In such case, Lessee will owe a fine of 0.5% of the catalogue value of the Object including VAT for each day that the Object is handed in too late, without prejudice to the right of Lessor to compensation of damages on grounds of the law. Lessee also commits himself to pay such instalment as may have matured at such time based on the leasing price.

5. Upon the handing in of the Object, a digital take-in form is filled out in multiple copies, which must be signed by both Lessor and Driver (or an authorised representative on his behalf). On this Take-in Form is established the general condition of the Object, as well as the final mileage and the hand-in date. A copy of the Take-in Form is intended for Lessee and counts as evidence that the Object has been handed in. For as long as Lessor is not in possession of a Take-in Form signed by Lessee, the Object is considered not handed in.

6. Upon the handing in of the Object, all documents and/or items belonging to the Object as they were present upon delivery of the Object must be present. In case one or more of the documents or items to be handed in is missing, the resulting costs and the possible costs of the reduction of value of the Object as a result are borne by Lessee.

7. Upon the handing in of the Object, the condition of the Object is assessed by Lessor, in consultation with Lessee. The definitive damage is determined by a damage expert designated by Lessor at the place(s) of establishment of Lessor.

8. Repair costs for damage that Lessor has established upon the handing in of the Object that have not or are not handled in conformity with the procedures established in the Lease Agreement and/or these Terms and Conditions are entirely borne by Lessee.

9. If the Object clearly visibly is in worse conditions than may be expected in case of diligent use and maintenance, then Lessor has the right to pass on the resulting reduction of value to Lessee. For the evaluation thereof, the total of the kilometres driven during the term of the Lease Agreement, as well as the age of the Object are taken into consideration.

10. Upon the handing in of the Object, all property of Lessee is supposed to have been removed from the Object. All property that Lessee leaves behind in the Object thereby becomes the property of Lessor.

11. If Lessee gives an order for the disassembly of accessories, then costs thereof are borne by Lessee.

Article 17. Restrictions

1. Lessee must use the Object in conformity with the provisions of these Terms and Conditions and the Lease Agreement; it is prohibited to the Lessee in any event to:

- A. use the Object for speed, performance and/or reliability rides and to drive it on closed circuits.
- B. use the Object without the consent of Lessor to give driving lessons.
- C. to let the Object without the written permission of Lessor, or to give it in use to third parties otherwise than to persons for whom the Object was intended, with the exception of persons belonging to the family or the regular Driver authorised by Lessee, and otherwise than for carpooling with colleagues.
- D. to use the Object outside the Netherlands, unless the destination is included under the coverage of the insurer.
- E. to use the Object outside the Netherlands if no road assistance module including coverage abroad is established in the Lease Agreement, and Lessee has not taken out a road assistance subscription abroad either with regard to the Object from a certified rescue service institution. Use of the Object outside the Netherlands is only permitted in those countries where the module referred to or the subscription referred to is valid and where the car insurance taken out by Lessor or by Lessee is valid without restrictions. The costs of a road assistance subscription, to the extent not included in the Lease Agreement, are borne by Lessee. In such case as

may occur, Lessee must act in accordance with the instructions of the institution.

F. to dispose of the Object.

G. to make commitments to third parties on behalf of Lessor.

H. to use the Object on air platforms and on terrain where there is a risk of explosions.

I. to use the Object connected to a trailer or caravan, unless with the prior written consent of Lessor. Permission is not required if the coupling is compliant with the legal requirements and for the driving of the towing vehicle the possession of a B/E driving license suffices.

Article 18.

Liability and indemnification

1. Lessee is liable for all damage and costs caused by, to or with the Object, barring in the event that the liability according to the Lease Agreement or these Terms and Conditions must be borne by Lessor.
2. Lessee must settle all fines, including any possible increases, collection costs and administration costs in the matter of traffic and/or other violations that are committed with the Object, or with the vehicle that replaces the Object, regardless of whether they have been imposed on Lessee, Driver, or Lessor.
3. Lessor will forward the first reminder received by him in the matter of a traffic violation committed with the Object to Lessee and possibly to Driver. Lessor reserves himself the right to settle all fines regarding the Object himself and subsequently to pass them on to Lessee. Lessee will pay all amounts owed in the matter to Lessor immediately after receipt of the relevant invoice.
4. Damage on grounds of which there is coverage under the insurance terms of a damage and theft cover are borne by Lessor, unless that damage is not compensated as a result of any action or omission of Lessee or the Driver. This applies equally if the risk of the damage and theft cover is borne for Lessor.
5. Lessor is never liable and/or bound to pay any form of damages for direct, indirect, or immaterial damage or costs on any account whatsoever on the part of Lessee, Driver and/or third parties caused by the Object or by the functioning or lack of functioning of (parts of) the Object.

Any liability for business damage, loss of profit and/or missed savings is excluded. Lessee safeguards Lessor against claims of Drivers and/or third parties.

Article 19.

Short Lease

As an addition to these Terms and Conditions, for Short Lease the following provisions apply:

- A. The minimum duration of the Lease Agreement amounts to one month. The duration is upon expiry extended tacitly each time by one week. One month is established for Short Lease at 30 days, independent of the calendar month.
- B. Lessee must pay Lessor a security deposit prior to the provision of the Object that amounts to a minimum of two monthly instalments. After the handing in of the Object, the security deposit will be refunded, after Lessee has settled all outstanding leasing instalments. The handing in of the Object must occur in conformity with what is described in article 16 of these Terms and Conditions.
- C. The Short Lease can be cancelled by Lessee after expiry of the minimum duration with due regard for a notice period of one week. Notice must be given in writing by Lessee. Lessor sends Lessee a written confirmation of the cancellation.
- D. The leasing of an Object in Short Lease occurs on the basis of class. Lessor will try to take into account any possible preferences, but Lessee depends on the availability in the fleet of Lessor. Any such lists with brands and models as may have been provided are indicative and are subject to change.

Article 20.

Fuel Card and Charge Card

1. It is stipulated in the Lease Agreement whether Lessor provides Lessee per Object with a Fuel Card and/or Charge Card with which fuel can be taken for the Object or with which the Object can be charged.

2. The Fuel and Charge Card remain the property of Lessor.

If an expiry date is indicated on the Fuel or Charge Card, a new card is sent by Lessor or a party designated by him before the end of the term of validity. The Lessee must return the Fuel or Charge Card to an address indicated by Lessor after the end of the term of validity. With the Fuel Card, exclusively fuel products may be paid.

3. Lessor only accepts cost statements submitted in conformity with the conditions and the work method applied by the supplier of the fuel card. Lessee guarantees the correctness of the compiled statements. Lessee will furthermore promote and monitor as much as possible that the right mileage is stated each time.

4. Any missing of the Fuel or Charge Card, as well as the inappropriate use, must be immediately reported by the Lessee to Lessor, while stating the registration number of the Object. Lessee remains liable for any unlawful use in conformity with the rules of the organisation that has issued the Fuel or Charge Card. Lessor takes care of having blocked the Fuel or Charge Card as soon as possible and for having it replaced and can claim the costs thereof from Lessee.

5. If an Object is temporarily replaced by a substitute object or the deployment of a rental object, then Lessee will have the right to use the Fuel and/or Charge Card provided for the Object for the purpose of fuelling and/or charging of the substitute object or the rental object. The Lessee must indicate at the gas stations where the Fuel Card is shown that a substitute object is being used. The fuel filled up in a substitute object or a rental object will be deemed to have been taken with the Object.

6. If a Lease Agreement regarding an Object has ended or is rescinded, then the Lessee will no longer have the right to make use of the Fuel and/or Charge Card provided for that Object. The Lessee is obliged to return the Fuel and/or Charge Card forthwith to Lessor. The continued use of the Fuel and/or Charge Card provided is unlawful. Lessee will be liable for all damage that Lessor incurs as a result of the not timely returning of the Fuel and/or Charge Card.

Article 21.

Final provisions

1. All judicial and extrajudicial costs that Lessor must incur to collect any claim on account of the Lease Agreement and these Terms and Conditions are borne by Lessee. Barring in the event that Lessor has had to sustain higher costs, these costs are set at 15% of the principal sum with a minimum amount of € 250.

2. As the owner of the Object, Lessor will be the only who is allowed to encumber it, to transfer it (in property or as a pledge), or dispose of it otherwise, as well as to transfer his legal relationship with the Lessee from the Lease Agreement to a third party. Through this transfer, all rights and obligations of Lessor are transferred to this third party. Lessee declares presently already for any such event to agree to such a transfer. It is not permitted to Lessee without the prior written consent of Lessor to transfer his rights and obligations from the Lease Agreement to a third party.

3. Lessee commits himself to give appropriate requirements to his Driver, so that the latter will be aware of the content of the Lease Agreement and these Terms and Conditions and that he will act accordingly.

4. The address of Lessee stipulated in the Lease Agreement by Lessor is deemed the domicile chosen by Lessee, barring to the extent in conformity with this section a change of address was received by Lessor, in which case the most recent change of address will be considered the chosen domicile. Lessee is obligated with regard to all address changes to report such instantly in writing to Lessor.

5. If a Lease Agreement on the part of the Lessee is entered into by multiple (legal) persons, then these (legal) persons are severally and jointly liable vis-a-vis Lessor in the matter of all obligations that flow for Lessee from the Lease Agreement.

6. To the Lease Agreement and these Terms and Conditions, Netherlands legislation is exclusively applicable. For any possible legal disputes, the court of law in Amsterdam is exclusively competent.

MOBILITY SERVICE.

This is a translation of the Terms and Conditions 2020-02 for Mobility Service Nederland B.V., which have been drawn up on 14 May 2020. In case of deviations between the original Dutch version and this translation, the Dutch version will prevail.