LEASE AGREEMENT no. {{ agreement.number }} **{{ agreement.appDate|date("d.m.Y")}}**

Lessor / MOGO LOANS: O.C.N. "MOGO LOANS" SRL IDNO (fiscal code) 1017600033216 Address: MD-2060, 20/A Cuza-Voda ave., Chisinau municipality Bank: BC EXIMBANK SA Account: MD49EX0000002251749484MD Bank code: EXMMMD22 Bank: BC Victoriabank SA Account: MD06VI022243000000173MDL Bank code: VICBMD2X	**Lessee:** Surname, Name: {{client.getName|emptyToDefise }} {{ client.getSurname|emptyToDefise }} Personal identification number code: {{client.getClientIdentificator}} E-mail: {{ client.getEmail|emptyToDefise }} Phone no.: {{ client.phone|emptyToDefise }}

The Lessor and the Lessee / MOGO LOANS (hereinafter referred to as '**Parties**' and individually as '**Party**') enter into this Lease Agreement (hereinafter 'the Agreement'), following good faith individual negotiations:

Part I SPECIAL PROVISIONS	
1. Total funded amount:	{{ agreement.totalPrincipal|money }}
2. Original cost of the assets (the purchase price of the Vehicle):	{{ agreement.vehicleSalesPrice|money }}
3. Initial lease rate (first lease payment):	{{ agreement.firstPaymentValue|money }}
4. Funded amount:	{{ agreement.loanValue|money }}
5. Lease term (months):	{{ agreement.term }}
6. Method of payment:	Annuity
7. Monthly lease handling fee	{{agreement.amendment.schedulePayments[2].handlingFeeAmount|money}}
8. Lease interest rate:	Fixed Annual interest rate {{ amendment.annualRate }} %
9. Lease granting fee {{agreement.issuanceCommissionRate}} % of the funded amount, minimum 5000 MDL):	{{ agreement.issuanceCommission|money }}
10. The annual percentage rate of charge (APR), %:	{{offer.getAPR }}
11. Total lease costs:	{{ agreement.loanTotalAmount|money }} Vehicle insurance costs and the costs for the registration of the Lessor as the owner of the Vehicle, as well as other payments provided in the General Provisions, are not

	included in the calculation of the APR and total lease costs.

Lessor O.C.N. "MOGO LOANS" SRL _____

Lessee: _____

12. Payment schedule:

Payment number	Payment date	Total funded amount	Percentage rate of the total funded amount	Lease interest rate	Lease handling fee	Total monthly lease payment
{{ payment.number }}	{{ payment.date|date("d.m.Y") }}	{{ payment.unpaidLoanAmount|money }}	{{ payment.principalAmount|money }}	{{ payment.totalInterestAmount|money }}	{{ payment.handlingFeeAmount|money }}	{{ payment.totalAmount|money }}

13. Motor vehicle:

Make and model of the Vehicle: {{ agreement.application.getVehicle.getVehicleModel|emptyToDefise }}
Chassis number: {{ agreement.application.vehicle.vinNo|emptyToDefise }}
Year of manufacture: {{ agreement.application.vehicle.year|emptyToDefise }}

Engine capacity: {{agreement.application.getVehicle.getEngineCapacity}}
Color: {{agreement.application.getVehicle.getColor}}

14. Guarantees:

Warrantor: {{ getWarrantor.getName|emptyToDefise }} {{ getWarrantor.getSecondName|emptyToDefise }} , Personal number: {{getWarrantor.getIdentificator}} , residential address: {{ getWarrantor.getDeclaredPrimaryAddress|emptyToDefise }}

15. Lessor data:

Phone no. (022) 80-28-28, e-mail: info@mogo.md
Working schedule: working days 8.30-17.30, Saturday, Sunday - days off

16. Special provisions:
- Obligation to provide the Lessor with a copy of the Vehicle registration certificate (in accordance with the General Provisions).
- Obligation to provide the Lessor with the spare keys of the Vehicle (in accordance with the General Provisions).

Lessor O.C.N. "MOGO LOANS" SRL _____

Lessee: _____

Part II GENERAL PROVSIONS

1. Definitions

Special provisions	Part I of the Agreement	General provisions	Part II of the Agreement.
Lessee's postal address	The declared and/or current domicile of the Lessee, which is communicated to Mogo Loans when filing the Application for Funding.	The Mogo Loans bank account	The bank account or bank accounts of Mogo Loans are specified in the Special Provisions and the monthly payment invoice sent to the Lessee. In cases where the accounts differ, payments should be made to the accounts specified in the payment invoice.
Register	State Transport Register of the Public Services Agency	The Lessor's website	The website of the Lessor Mogo Loans: www.mogo.md or another webpage which will be notified to the Lessee
Application for Funding	The application submitted through the website or to the Customer Services Center to obtain the Mogo Loans lease.	Customer Service Center	The Mogo Loans subdivision which provides lease services to customers.
"Bullet" method	The procedure though which the lease payments are made in a single instalment.	‘Annuity’ method	A procedure through which the sum of monthly lease payments including lease interest is the same throughout the entire lease term.
Lease term	The term specified in the Special Provisions. In the event of the lease term extension, the Parties shall draw up a new payment schedule which shall become an integral part of the Agreement.	Vehicle	Vehicle indicated in the Special Provisions that Mogo Loans undertakes to buy under the Lessee's explicit request and instructions.
Lease interest rate	The interest rate specified in the Special Provisions.	Lease interest	Remuneration for the funding that is calculated from the unpaid share of the Total funded amount, up to the end of the lease term or the end of the contractual relations.
Original cost of the assets	Amount that is made up of the cost at which the asset was purchased by the Lessor, including the taxes and duties prescribed by law (except those which, according to the law, are to be returned to the Lessor) and, as the case may be, any other expenses incurred by the Lessor related to the purchase, handover and putting into service of the Vehicle specified in the Special Provisions.	Contractual payments	Payments made by the Lessee to Mogo Loans which include Monthly lease payments and, as applicable, penalties and other payments specified in the Agreement.
Lease granting fee	A single payment for all the services offered by Mogo Loans in the lease process specified in the Special Provisions.	Initial lease rate	Amount representing the first lease payment (rate) paid by the Lessee under the Agreement and which represents the guarantee of performance of the obligations assumed by the Lessee under this Agreement.
Lease balance	The unpaid share of the Total funded amount that can be determined at any time after the conclusion of the Agreement.	Monthly lease payment	Regular payment made by the Lessee to Mogo Loans, which is the rate made up of the Total funded amount of the asset, the Lease interest rate and the Lease handling fee, as well as any other payments and/or fees set forth in the Agreement.
The annual percentage rate of charge (APR)	The interest rate calculated in line with the legislation in force and indicated in the Special Provisions. When calculating the APR, it is assumed that the initially determined interest rate is fixed for the entire lease term; payments are made monthly according to the schedule. All Mogo Loans expenses related to the execution of the Agreement will be taken into account when making the calculations. Additional payments, the renewal fee, penalties, and the fee for amending the Agreement, specified in the Special Provisions or on the website, are not taken into account when calculating the APR.	Total funded amount	The amount of payments consisting of the Funded amount and the Lease granting fee that is acknowledged by Mogo Loans and scheduled to be made by the Lessee for the benefit of Mogo Loans under this Agreement.
Payment schedule	The payment schedule specified in the Special Provisions or the Annexes of the Agreement.	Lease handling fee	Fee specified in the Special Provisions, which must be paid for Lease handling costs, intended inter alia for advertising expenses or costs incurred by the Mogo Loans partners/distributors.
RCA	Compulsory insurance against civil liability in respect of motor vehicles	The Vehicle handover sheet	The leased Vehicle handover sheet signed by the Lessee and Mogo Loans.
Balloon method	The procedure though which the lease payments are made in equal monthly Lease payments for the entire Lease term and an option to pay a Balloon Instalment under the provisions of paragraph 13.5 of these General Provisions. Applicable for agreements with Lease term of more than 12 (twelve) months.	Balloon Instalment	Instalment which includes the remaining outstanding principle under the Agreement and the Lease interest accrued, specified in paragraph 13.5.2 of General Provisions regardless of the date of payment of the instalment. The Balloon Instalment replaces the corresponding all standard monthly Lease payments. Upon payment, the Lessee repays all of its Principal and accrued Interest obligations under the Agreement in accordance with the provisions of paragraph 13.5 of these General Provisions.

Interpretations:
In this Agreement:

- references to a particular point should be interpreted as reference to that respective point in the General Provisions;
- the headings and table of contents are only inserted for the ease of reference and do not affect the interpretation of the Agreement;
- the terms ‘including’ and ‘include’ should be considered to be followed by ‘without any limitation’ where this wording is missing.

2. Subject of the Agreement

Mogo Loans undertakes to acquire for the Lessee the right of ownership from the Seller indicated by the Lessee over the Vehicle chosen by the Lessee and to give the Lessee the right to possess and temporarily use the Vehicle for the period set by this Agreement, as well as to give him/her the option to acquire the asset as property, and the Lessee undertakes to make the appropriate Contractual payments.

3. Statements and confirmations

3.1. The Lessee hereby confirms and declares that:

- he/she is not limited in legal capacity, being free to assume and execute his/her obligations hereunder, with no need of approval, consent or other involvement of a third party;
- he/she meets the terms of entering into the Lease Agreement, including that he/she has his/her declared and real domicile in the Republic of Moldova;
- in the course of negotiations and when concluding this Agreement, he/she acted with discernment, expressing his/her consent with the intention to produce legal effects and unconditionally;
- he/she is aware of the scope and the effects of the obligations assumed hereunder, is able to control his/her actions, does not act under the influence of mistake, fraud, threat or unfair exploitation and has received independent professional counselling on this Agreement before concluding it;
- all the documents and information submitted to the Lessor are complete and correct both at the time of their submission and at the date of signature of this Agreement;
- the conclusion of this Agreement and the undertaking of obligations hereunder do not constitute a violation of the Lessee's obligations under other legal acts to which he/she is a party or which otherwise apply to him/her;
- has been informed and learned about the list and the amount of commissions, penalties and sanctions to be applied for the infringement of these contractual provisions, and took note of the fact that this list is attached to this Agreement and placed on the Lessor's website. The list of commissions, penalties and sanctions, as well as their actual amount, can be unilaterally modified by Mogo Loans. The change will be made after the list of commissions, penalties and sanctions are published on the Lessor's website, and the Lesser is notified about it through an SMS and/or e-mail with at least 30 calendar days in advance;
- Mogo Loans provided the pre-contractual information as well as the appropriate, necessary, complete and clear explanations, including those related to the Total lease

amount sufficiently in advance of conclusion of this Agreement, allowing the Lessee to evaluate and make an informed and rational decision;

- the clauses of this Agreement do not disadvantage him/her and are fully adapted to his/her needs and interests, as well as his/her financial situation;
- both the Vehicle and its seller have been chosen independently, and Mogo Loans did not exert any pressure, in one way or another, on the Lessee's decision to lease a particular Vehicle and/or from a particular seller. At the same time, the Lessee declares that he/she has viewed the Vehicle before submitting the Application for Funding to Mogo Loans, being aware that the chosen Vehicle is run and has been previously operated and that he/she agrees to have it in possession and temporary use as it is, in its actual current state at the time of lease, with all visible defects and/or deficiencies.
- based on the above statement and the rules prescribed by law, the Lessee will first address the seller in the case of claims and complaints regarding delivery, quality, technical and functional parameters, any type of defects, installation, durability, functionality, failure, technical assistance, necessary service during both the warranty period (if the Vehicle is under warranty) and the post-warranty period of the Vehicle and its components. Only if the seller fails to satisfy the Lessee's claims, right entitled under the Buyer's Agreement, the Lessee may invoke the Seller's failure to fulfil his/her contractual obligations as a reason for the Mogo Loans to reduce the Lessee's obligations, suspend their execution or rescind this Agreement.

3.2 The Lessee is warned that in the event of unjustifiable failure to make the Contractual payments in accordance with the payment amount, term and manner set forth in this Agreement, including in the event of non-fulfilment of other contractual obligations, Mogo Loans shall have the right to:

- suspend the performance of its obligations hereunder;
- calculate and apply penalties on outstanding amounts,
- require the Lessee to immediately pay the unpaid part of the total amount;
- terminate this Agreement;
- demand payment of compensatory damage arisen from non-performance of the Agreement;
- exercise any other legal means of defense provided for by the law in order to redress its violated right through the non-execution of the Agreement

3.3 If the Lessee proves, through pertinent and admissible evidence, that the non-fulfilment of the obligation is justified, the Lessor may use any of the means of defense referred to in paragraph 3.2, except for the payment of damages.

3.4 The Lessor may justify the non-performance of the obligations only under the circumstances expressly provided for by the law.

4. Granting the lease and conclusion of the Agreement

4.1 Mogo Loans has the right to refuse approval of the Lessee's Application for Funding, informing him/her accordingly. Mogo Loans is not required to justify its refusal. However, if the refusal is based on the information contained in a database on debtors, Mogo Loans will inform the Lessee, within 7 calendar days, about the outcome of this consultation and the characteristics of the consulted database. The notification will be free of charge, in writing or, if expressly requested, in the form chosen by the Lessee and agreed by Mogo Loans. If refusal

to grant funding is based on negative credit report information, Mogo Loans will give the Lessee a copy of the credit report free of charge.

4.2 The Lessee is entitled to submit a new Application for Funding. Mogo Loans has the right to take no action in this respect, including if the Lessee breaches any of the provisions of the agreements already concluded with Mogo Loans.

5. Purchase of the Vehicle, entry in the Register and risk of the Vehicle loss

5.1 The purchase of the Vehicle is made by signing a Vehicle Purchase Agreement by the seller and Mogo Loans after the parties have signed this Lease Agreement. The Vehicle Purchase Agreement shall be drawn up and signed in four original copies, one of which shall be submitted to the Registry during the process of vehicle registration, and one shall be handed over to the Lessee.

5.2 Mogo Loans will appoint the Lessee as a third party beneficiary of the buyer's rights in the Vehicle Purchase Agreement entered into between the seller and Mogo Loans. Otherwise, the Lessor will be held personally liable for the Lessee's entry into possession of the asset at the beginning of the lease term, for the possession, peaceable and valuable use of the Vehicle, including the benefit of defects remedy of the Vehicle sold or the replacement of the flawed Vehicle under the terms of the Vehicle Purchase Agreement until the Lessor assigns or by other means grants those rights to the Lessee against the Seller.

5.3 The time of the Vehicle delivery, the place of delivery and other conditions of sale/purchase of the Vehicle are specified in the Vehicle Purchase Agreement.

5.4 On the date of signature by the Lessee and Mogo Loans of the Vehicle handover sheet, it is confirmed that Mogo Loans has transferred, and the Lessee has received the Vehicle, accepting to take possession and temporary use of it in accordance with the provisions of the Agreement, as well as he/she confirms that the Vehicle fully meets the requirements mentioned in the Application for Funding.

5.5 The Lessee undertakes to register the Mogo Loans as the owner of the Vehicle and to submit to Mogo Loans the original of the registration certificate. Prior to exercising his/her rights under this Agreement, the Lessee is entitled to drive the Vehicle on the public roads only for the purpose of its registration in the Register.

5.6 The Lessee, only with the consent of Mogo Loans, is entitled to submit to the latter a request for issuance in his/her name the registration certificate from the Registry with entries ‘LEASE’, and in the name of other persons – ‘TENANCY’ or ‘GRATUITOUS LOAN’. In the case of approval by Mogo Loans of the Lessee's request as it is laid down in this paragraph, the Lessee is obliged, prior to the issuance of the above-mentioned registration certificates by the Registry, to inform the Insurer that additional persons have been allowed to drive the Vehicle. Addendums to the initial insurance agreement that will include namely these persons will exclusively serve as a confirmation, and the copies of the respective documents will be submitted to Mogo Loans. At the same time, the Lessee will submit to the Mogo Loans (as the case may be) the copy/copies of the registration certificates with the entries ‘LEASE’, ‘TENANCY’ or ‘GRATUITOUS LOAN’, where applicable.

5.7 Upon acceptance and signature by the Lessee of the leased Vehicle handover sheet, he/she fully assumes the risk of destruction (including loss or theft) or damage to the asset, whether by the action of a third party or in other circumstances and is fully liable under the law and this Agreement for causing, use and exploitation of an increased source of danger, including to third parties, and is liable to repair any damage to the Vehicle and Mogo Loans, including theft of Vehicle.

6. The purchase price of the Vehicle and the refusal to pay

6.1 Payment of the purchase price of the Vehicle is regulated in the Vehicle Purchase Agreement.

6.2 Once the Mogo Loans has transferred the purchase price of the Vehicle into the account of the seller, it is deemed that the Lessee has received the Vehicle lease funding approved under the Agreement, and the effective Lease term will start from the date of signing the leased Vehicle handover sheet and will be reflected in the Payment Schedule of the Agreement.

6.3 Mogo Loans has the right to refuse payment of the purchase price of the Vehicle in one of the following cases:

- If the Lessee has failed to fulfil his/her obligations under section 5.5. of the General Provisions;
- prior to the payment of the purchase price of the Vehicle, it was found to be subject to prohibitions, third party rights, exceptions, restrictions or third parties' claims that may directly affect both the Mogo Loans ownership right and the Lessee's peaceable possession;

6.4 If at least one of the cases specified in section 6.3 is found, Mogo Loans will fully terminate this Agreement. Mogo Loans will return to the Lessee the initial Lease Rate within 5 (five) days of the termination of the Agreement. The Initial Lease Rate will be returned to the same Lessee's bank account from which he/she made the payment to Mogo Loans.

7. The lease interest and other contractual payments

7.1 The Lessee shall pay to Mogo Loans the Lease Interest calculated from the unpaid share of the Total funded amount until the end of the Lease Term or termination of the contractual relations.

7.2 Mogo Loans has the right to modify without notice the Lease Interest Rate or the amount of other financial services fees, if there is a valid reason, with the obligation to immediately inform the Lessee in this regard, and for the Lessee to have the right to immediately resort, on that ground, to the rescission of the Agreement or, as the case may be, to the early settlement of the Contractual payments.

7.3 The Lessee is entitled to request from Mogo Loans to amend the Lease Interest Rate, if there are justified reasons. In such cases, Mogo Loans has the right to request from the Lessee an additional fee of EUR 50 or the equivalent in MDL for each change to the Agreement.

7.4 The Lessee agrees to pay, and Mogo Loans agrees to accept the Monthly Lease Rates in the currency, the manner and terms of payment established and stipulated in the Agreement, and in line with the Payment Schedule. Mogo Loans prepares and sends to the Lessee invoices

for the Monthly Lease Rates, which are valid without signature and stamp, and are sent to the Lessee's e-mail address specified in the Application for Funding and/or the Agreement. The Parties may mutually agree on the drawing-up of a new Payment Schedule.

7.5 The Lessee agrees to pay the Lease granting fee by including it in the Total funded amount, which is paid by the Lessee according to the Payment Schedule of the Agreement.

7.6 The Lessee will make the Contractual Payments by bank transfer to the Mogo Loans bank account. A payment is considered to be made if the Mogo Loans bank account is credited with the full amount of the payment.

7.7 The Lessee is obliged to indicate in the bank transfer payment order, the date and number of the Agreement as well as the correct destination of the payment he/she makes.

7.8 If the Lessee fails to comply with the above provisions, Mogo Loans has the right to consider such payments to be unpaid with all the effects provided by the Agreement for the non-performance of the obligations.

7.9 The Lessee is entitled, at any time, before the end of the lease period, by notifying thereof Mogo Loans in writing with five (5) working days in advance, to exercise the option of acquiring ownership over the asset and to pay in advance the unpaid share of the Total funded amount. In this case, the Lessee is entitled to deduct the Lease Interest from the Total funded amount for the period between the actual date of payment of the unpaid part of the Total funded amount and the date when the Lease Term should have actually expired. If the Lessee pays in advance only part of the Total funded amount, he/she may request in writing from Mogo Loans to subsequently modify the Payment Schedule, otherwise the partial early payment will be an advance to be used for the settlement of the future Monthly Lease Rates according to the maturity dates initially set out in the Payment Schedule.

7.10 In the case of early repayment by the Lessee (set out in p. 7.9), Mogo Loans is entitled to an advance payment commission that is reasonable and objectively justified for possible early repayment costs, provided that this comes in the time when the lease interest rate is fixed. This commission is:

- 1% of the value of the early repaid amount, if the time period between the actual payment of the unpaid portion of the Total funded amount and the date the Lease Term was due to expire is longer than one year;
- 0.5% of the value of the early repaid amount, if the time period between the actual payment of the unpaid portion of the Total funded amount and the date the Lease Term was due to expire is less than one year.

7.11 If the maturity dates of the Monthly Lease Rate coincide with a day off or a holiday, the payments must be made no later than the next working day.

7.12 If, after signing the Agreement and during the course of its execution, legislative changes have emerged (including new legal acts have entered into force), which impose the application of taxes, levies, tariffs, including those stipulated by the law through decisions and administrative provisions of the central and local public authorities, Mogo Loans has the right to increase or, as the case may be, reduce the Contractual Payments based on a prior written

notice addressed to the Lessee 30 (thirty) calendar days before the changes are applied, sending to the Lessee the invoice and the new Payment Schedule.

8. Right of revocation

8.1 The Lessee may, within 14 (fourteen) calendar days from the date of conclusion of the Agreement, exercise his/her right of revocation, without invoking the reasons for the withdrawal.

8.2 The Lessee will inform Mogo Loans of the exercise of the right of revocation personally, in writing, by submitting a request to Mogo Loans or by sending it through the letter with acknowledgement of receipt.

8.3 If, at the moment of the receipt of the Lessee's notification about the exercise of the right of revocation, Mogo Loans has already paid to the seller the purchase price of the Vehicle, the Lessee shall, within no more than 30 (thirty) calendar days following the sending of the above mentioned notification, return to Mogo Loans without undue delay the value of the Lease balance until that date and Lease interest rate for that period.

8.4 In the event of exercise of the right of revocation, the Lessee shall bear all costs related to the reimbursement to Mogo Loans of the Lease balance amount and the Lease Interest calculated until the actual reimbursement date, meaning until the Mogo Loans bank account is credited with the entire value of the Lease balance.

9. Extension of the Lease Term

9.1 The Lessee is entitled to propose an extension of the lease term by completing an application for the lease term extension at the Customer Service Center or by sending from the Lessee's email address specified in the Application for Funding or the Agreement to the Mogo Loans e-mail address, specified in the Agreement or the Lessor's website an application for the lease term extension, which will state the following: "Please extend the lease term under the Agreement no. (please specify the Agreement no.)".

9.2 Mogo Loans decides at its own discretion whether it accepts or not the lease term amendment and regarding the extension fee, notifying the Lessee in this respect. The extension fee will be applied and levied from the Lessee only if the maturity date is changed by more than 30 days.
9.3 Within 3 (three) working days from the day the Lessee was notified in accordance with paragraph 9.2, the Lessee shall pay to the Mogo Loans an extension fee, either by transfer or in cash, with the express statement for the destination of the payment: “I agree to the lease term extension under the Agreement no. (specify Agreement number)”. If Mogo Loans has not received the extension fee within the time limit set out in this paragraph, the Lessee will have to request again the extension in writing.

9.4 Mogo Loans has the right to reject the Lessee's request to extend the lease term by notifying the Lessee in this regard. Mogo Loans is not obliged to justify its refusal.

9.5 The Lease extension is applied and enters into force only after the Mogo Loans has received the extension fee and the Lessee's signature on the new Payment Schedule.

10. The rights and obligations of the Lessee

10.1 The Lessee is required to prevent any damage to the Vehicle and to take immediate, lawful and reasonable action against the third parties, if they have caused any damage to Mogo Loans either by damaging or destroying the Vehicle, by using it unlawfully, or by steeling the Vehicle. To this end, for the proper and timely execution of these obligations, the Lessee receives a power of attorney from Mogo Loans in accordance with the provisions of the General Conditions.

10.2 The Lessee is obliged, on his/her own account, as well as in the manner and within the deadline set in the technical documentation of the Vehicle, to take the necessary measures to keep it in good working order, including to carry out the timely inspection and/or repair of the Vehicle during the warranty period as well as after its expiry or even in its absence, as well as to carry out in time the technical inspection of the Vehicle.

10.3 The Lessee is not entitled to alienate or otherwise dispose of the Vehicle or its components as well as to transfer the Vehicle to a third party without the written consent of Mogo Loans. A third party within the meaning of this paragraph is not considered to be the spouse, the children and the parents of the Lessee (provided that the Insurer has also been informed of these persons' admission to driving). By transferring the Vehicle to the persons specified in this paragraph, the Lessee is and remains fully liable to Mogo Loans for the proper performance of its obligations hereunder.

10.4 The Lessee shall make all additional payments and shall bear all the necessary and related expenses for the registration of the Vehicle in the Register, the technical inspection, the insurance costs, as well as any taxes and duties stipulated by the legislation of the Republic of Moldova in force regarding both the registration of the Vehicle in the Register and use of the Vehicle throughout the Lease Term. The Lessee is obliged, within the time limit set by the law, to pay the fines imposed under the legislation and any other related legal and binding payments levied during the use and operation of the Vehicle.

10.5 The Lessee is not entitled without the written consent of Mogo Loans to modify the technical equipment of the Vehicle. The Lessee is forbidden to make modifications that worsen the technical condition and functionality of the Vehicle or which contravene the technical documentation and parameters of the Vehicle or the requirements stipulated in the legislative and normative acts of the Republic of Moldova or which cannot be removed without damaging and deteriorating the Vehicle. Any modifications (including electronic equipment and parts) made without the prior written consent of Mogo Loans, including those that cannot be removed without damaging or deteriorating the Vehicle, become the property of Mogo Loans in the event of claiming and returning the Vehicle. The Lessee is not entitled to claim from Mogo Loans any compensation or refund of the expenses born by him/her that represent the counter value of the technical equipment fitted to the Vehicle by the Lessee without the written consent of Mogo Loans.

10.6 During the validity of this Agreement, the Lessee is obliged to keep safely the Vehicle registration certificate, technical and warranty documents (if available), including complying with the insurance agreement requirements. In case of destruction or loss of the indicated documents, the Lessee is obliged to immediately obtain the duplicate of these documents and inform Mogo Loans thereof in writing, within 24 hours from the moment of the destruction/loss of the mentioned documents.

10.7 At the request of Mogo Loans, the Lessee shall, within 3 (three) working days, present the documents relating to the revenues and goods received by him/her in a volume sufficient to reassess the Lessee's creditworthiness, including any other relevant document that attests and reflects its financial and legal status at that moment, as well as documents related to the use and insurance of the Vehicle, including shall give Mogo Loans the possibility to check the condition of the Vehicle.

10.8 If the Lessee fails to perform the obligations set forth in this Agreement, the Lessee shall return the Vehicle within 5 calendar days from the receipt of the first Mogo Loans request. The Vehicle will be returned in the original condition in which it was leased to the Lessee, taking into account the normal wear and tear of the Vehicle. The return of the Vehicle will be considered complete only when all the tools and documents, spare parts and accessories that normally accompany the Vehicle, including its keys and service manuals, will be handed over to Mogo Loans. In case of loss of the above mentioned accessories, the Lessee undertakes to compensate Mogo Loans for the expenses of their recovery/replacement. In addition, the Lessee is obliged to fully cover, at the request of Mogo Loans, within maximum 3 (three) working days, the expenses for any repairs and materials necessary to restore the technical condition of the Vehicle, if technical damage is discovered upon its return. In the case of late delivery of the Vehicle as set out above, the Lessee shall pay Mogo Loans a penalty of 0.5% (zero point five percent) of the unpaid share of the total funded amount for each day of delay, but not more than 10% (ten percent) of the remaining unpaid share.

10.9 The Lessee is obliged to immediately and not later than 5 (five) calendar days inform Mogo Loans in writing if:

- The Vehicle is lost, stolen, damaged, destroyed, or there is an imminent likelihood that it will be subject to various prohibitions or confiscation;
- Vehicle state registration plate is lost, including through theft, or the Lessee intends to change it;
- technical documentation and/or other documentation such as the Vehicle registration certificate is lost, including through theft;
- The Vehicle was placed under a ban.

10.10 The Lessee is obliged to use only secure electronic communications tools and equipment during the validity of the Agreement.

10.11 The Lessee will immediately and no later than 5 (five) working days notify Mogo Loans in writing about any modification of the data specified in the Agreement or the Application for Funding.

10.12 The Lessee undertakes to use the Vehicle only on the territory of the Republic of Moldova. In the event of the necessity to use it for travelling abroad, he/she shall request the written agreement of Mogo Loans within a period of at least 2 working days before leaving the territory of the Republic of Moldova.

10.13 The Lessee undertakes to give the Vehicle for driving/use only to persons holding a corresponding driving license and who are at the same time included by the Insurer in the compulsory insurance against civil liability in respect of motor vehicles or, as the case may be, in the optional insurance agreement, the list of persons entitled to drive/use the Vehicle.

10.14 The Lessee is forbidden to operate the Vehicle in a defective condition, to use it for participation in sports events, car races, car trainings, for leasing the Vehicle, driving the Vehicle under the influence of alcohol and/or drugs, re-equipment of the Vehicle, towing or hauling any object which does not correspond to the purpose of the Vehicle, transportation of explosive, nuclear, narcotic materials, leave it without adequate security measures that could cause loss, theft, damage or destruction of the Vehicle, installation and use of electronic devices other than those installed by the manufacturer that may damage the Vehicle, violation of traffic rules stipulated by the Republic of Moldova legislation in force, use of the Vehicle for the commission of offences, illegal and immoral acts, use of the Vehicle as a collateral for the gambling games. At the same time, the Lessee is not allowed, without the Lessor's consent, to operate the Vehicle as a taxi, rent-a-car, to use the Vehicle for conducting driving trainings, modify its fuel supply system or to transfer the Vehicle for hire or gratuitous use.

11. Insurance

11.1 The Lessee is obliged:

- within 5 (five) days from the receipt of the power of attorney, in accordance with paragraph 12.1 of the General Provisions (including by post, whichever is earlier), to provide Mogo Loans with the RCA (the compulsory insurance against civil liability in respect of motor vehicles) of the Vehicle;
- to ensure that the Vehicle Insurance Term agreed with the Insurer is valid for the entire duration of this Agreement. Otherwise, if the insurance expires, the Lessee is obliged to ensure and submit to Mogo Loans within at least 5 (five) working days before the expiry of the insurance period set out in the General Insurance Agreement, a new RCA. The submission will be made by the Lessee as follows: (a) by sending a scanned copy of RCA to the email address of Mogo Loans specified in the Agreement, or (b) by directly presenting a copy of RCA to the Customer Service Center, presenting in both cases concurrently or later the original of the insurance agreement.

11.2 If the Lessee fails to comply with the requirements specified in the provisions above, Mogo Loans is entitled to pay all by itself the insurance premium to the Insurer agreed by Mogo Loans, or if the insurance agreement (RCA) has expired, to insure the Vehicle itself and for the time chosen at its discretion by concluding a new insurance agreement. In these cases, the Lessee is obliged, within maximum 10 (ten) calendar days, to fully compensate Mogo Loans for the insurance payment amounts made by Mogo Loans in the interest and for the benefit of the Lessee. To recover this amount, Mogo Loans will send a written invoice to the Lessee for a reimbursement (refund) by the latter of the insurance premium amounts actually paid by Mogo Loans.

11.3 The Lessee is required, in accordance with the provisions of this Agreement, to comply strictly with the provisions (conditions) of RCA agreement.

11.4 In the event of road accidents, damage, destruction, theft of the Vehicle or its components, aggregates and accessories, the Lessee will inform Mogo Loans about the occurrence of these events no later than 1 (one) working day from the occurrence of the above-mentioned situations, in writing or by other means of communication (e-mail, telephone, etc.).

11.5 Should Mogo Loans receive insurance indemnities from the Insurer, Mogo Loans will firstly direct them to cover the Lessee's obligations, including outstanding amounts, set on the date of the actual receipt of the indemnity amount by Mogo Loans. Up to that date, the Lessee will continue to pay the Monthly Lease Rates in the manner and terms set out in the Payment

Schedule. If the amount of the insurance compensation is not sufficient to cover the Lessee's debts, the Lessee is required to pay the difference based on the invoice issued and sent to him/her within 5 (five) working days from the date of receipt by Mogo Loans of the insurance indemnity amount.

11.6 If the Vehicle is totally or partially damaged, or stolen, and the Insurer fails to pay the insurance indemnities, the Lessee shall fully restore the Vehicle on his/her own, or pay the Lease balance amount according to the situation as of the date of receipt of the insurance claim refusal issued by the Insurer, continuing throughout this period to pay the Monthly Lease Rates in the amount and the deadlines established by the Payment Schedule as well as other Contractual Payments, if any apply.

11.7 If the paid insurance indemnities exceed the total amount of the Lessee's debt, Mogo Loans will return the surplus to the Lessee.

11.8 The Lessee's or Mogo Loans disputes with the Insurer regarding the latter's refusal to pay the full or partial insurance indemnity shall not release the Lessee from the compliance with its contractual obligations, the latter continuing to pay the Monthly Lease Rates and other Contractual Payments in the manner and terms set forth in Payment Schedule and the Agreement.

11.9 The Lessee is obliged, when and if necessary, to represent Mogo Loans in litigation with the Insurer in respect of matters relating to the execution by the Insurer of his/her obligations assumed under the insurance agreement, including related to the payment of insurance indemnity or to the size of the indemnity amount to be paid.

11.10 The Lessee is entitled, with the written consent of Mogo Loans, to assign to others all the rights and obligations resulting from this Agreement (assignment of the Agreement). In the case of assignment, according to the provisions of this paragraph, the Lessee is informed that the transferee will have the capacity of a new Lessee from the moment of taking over the rights and obligations resulting from the assignment of this Agreement and will fulfil all the obligations stipulated by the Agreement.

12. Power of Attorney

12.1 After the conclusion of the Agreement, Mogo Loans will grant a power of attorney to the Lessee in the following cases specified below:

- in the cases specified in paragraphs 10.1, 11.1, 11.9. of these General Provisions;
- for driving and using the Vehicle outside the territory of the Republic of Moldova, if the Vehicle has a proper insurance, and the Lessee has fulfilled its obligations to Mogo Loans, including payment.

12.2 Mogo Loans has the right to refuse to issue a power of attorney by notifying the Lessee of the reasons for such refusal.

13. Execution of the obligations and the option to acquire the ownership

13.1 In case of exercising the option to acquire the ownership by the Lessee, Mogo Loans will agree to transfer the ownership for the Lessee's benefit only after the Lessee has fully paid to Mogo Loans the due sums related to the exercise of the option to acquire the property. The payment shall be made within 7 days from the exercise date under the penalty of forfeiture.

The Lessee may exercise the option of acquiring ownership by notifying the Lessor at any time throughout the Lease Term or within 30 days from the expiry of the Lease Term or, as the case may be, 30 days from the date of the Lease termination by the Lessor, under the penalty of forfeiture.

13.2 Contractual obligations shall be deemed as performed in good time, if they are executed the latest on the last day of the payment deadline set out in the Payment Schedule - if the lease is paid in instalments or at the latest on the last day of the Agreement, - if lease is paid according to the "bullet" method.

13.3 If one of the cases indicated in section 15.2. of these General Provisions occurs, Mogo Loans has the right to unilaterally terminate the Agreement, informing the Lessee thereof by sending a written statement containing the cause and a period of 15 (fifteen) days for the payment of the Contractual Payments.

13.4 The parties agree that the sums paid by the Lessee, including late payments, regardless of their purpose, shall end the obligations in the following sequence and order:

- fines for violation of road traffic rules, compulsory and optional insurance premiums (if they were paid by Mogo Loans as a result of the Lessee's failure to pay), the payments related to the registration of the Vehicle in the Register, fees and charges stipulated by this Agreement, as well as expenses born by Mogo Loans in connection with the late payment by the Lessee, sums due under this Agreement or termination of the Agreement, additional payments related to Vehicle maintenance, removal of damage occurred during the Vehicle exploitation process as well as the price difference, resulted from the sale of the Vehicle, which did not cover all the Lessee's debt to the Lessor;
- payment of penalties;
- Lease interest;
- Lease balance.

13.5 For agreements with a term of more than 12 (twelve) months where this is provided for in the Agreement, the Lessee may avail himself / herself of the right to pay a Balloon Instalment with which to repay early on its obligations under the Agreement without having to pay early repayment fee according to paragraph 7.10 of these General Provisions.

13.5.1 The Balloon Instalment could be paid by the Lessee in the period from the day following the maturity of the respective eleventh (multiple of eleven) standard monthly Lease payment to the maturity of the respective twelfth (multiple of twelve) standard monthly Lease payment of each lease year. The payment period and amount of the Balloon Instalment shall be all unpaid Lease payments according to Payment schedule.

13.5.2 In order to exercise its right to use Balloon Instalment, the Lessee contacts the Lessor with request to provide precise sum of Balloon Instalment, and shall pay the Balloon Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: “Balloon Instalment under *(Agreement number)*”

13.5.3 In case the requirement under item 13.5.2 is not fulfilled, the Lessor will consider that the payment is made for a standard early repayment and will charge a early prepayment fee in accordance with paragraph 7.10 of these General Provisions.

13.6 The right to Balloon Installment does not limit the Lessee's right to repay the obligations under the Agreement in advance at any other time of the Lease Term. In this case, the

Lessee will be charged early repayment fee in accordance with paragraph 7.10. of these General Provisions.

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

14. Penalty clause and commissions.

14.1 Mogo Loans has the right to apply penalties for the failure to make in due time the payments specified in the Agreement. The penalties constitute 0.5% (zero point five percent) of the unpaid amount or of the late payment calculated for each day of delay, and not more than 10% (ten percent) of the Lease balance amount. At the same time, for the delay of payment, the Lessee shall pay Mogo Loans a single late payment penalty in accordance with the appendix of this Agreement.

14.2 Payment of the Penalties shall not release the Lessee from the performance of the unfulfilled obligations and/or from the other obligations specified in the Agreement.

14.3 Mogo Loans shall not be held liable for any possible loss suffered by the Lessee as a result of breaching the provisions specified in these General Provisions, including for failures in communication or electronic data exchange as well as failures of bank payment systems and other payment service providers (including internet banking) that are out of Mogo Loans control.

15. Duration and early termination of the Agreement

15.1 The Agreement enters into force on the date of its signature and is valid until the full fulfilment of the obligations hereunder. Any payment obligation of the Lessee is considered to be fulfilled only when that payment amount has actually been credited to the Mogo Loans bank account.

15.2 Mogo Loans has the right, following a written declaration, to unilaterally terminate the Agreement in the event of occurrence of any of the following situations:

a. The Lessee has failed to pay, in due time and in full amount, the sum of the Initial Lease Rate specified in the Agreement or in the payment invoice issued by Mogo Loans, and the delay takes more than 10 (ten) working days;
b. The Vehicle has been stolen, totally lost, confiscated, sold out or the user's rights over the Vehicle are limited by third parties and, the Lessee has not submitted another acceptable underwriting guarantee for Mogo Loans within 5 (five) working days from the receipt of the written notice from Mogo Loans;
c. The Lessee provided false or incomplete information in the documents submitted to Mogo Loans (including regarding the condition of the Vehicle, road accidents, additional equipment and damages) and the disclosure/non-disclosure of such information affected the Lessee's performance of obligations or, if the submitted information have been true and complete Mogo Loans would have not concluded the Agreement.

d. the value of the Vehicle is reduced due to the actions or inactions of the Lessee or other persons to whom the driving of the Vehicle was entrusted, or as a result of the inappropriate use of the Vehicle and is less than the Lease balance with at least 10% (ten percent), the Lessee failing to reimburse, within 30 (thirty) days from the receipt of the written notice from Mogo Loans, the difference between the Lease balance and the new value of the Vehicle as a result of its decrease.
e. The Lessee fails to perform properly the obligations specified in paragraph 10.7 of the General Provisions and the unfulfillment continues beyond the 5 (five) working days' period granted by Mogo Loans through a written notice;
f. The Lessee violated paragraph 10.8 of the General Provisions, which directly led to the worsening of the Vehicle's technical condition, including damage of the Vehicle, both of which have the ascertained effect of reducing the value of the Vehicle by more than 10% (ten percent) of the Lease balance;
g. the fiduciary or other surety acting as a legal or natural person becomes insolvent, is in the process of being liquidated or fails to comply with the provisions of the fiduciary contract, and the Lessee fails to offer another acceptable guarantee to Mogo Loans within 5 (five) working days after receipt of the written notice from Mogo Loans;
h. third parties submit justifiable claims against the Lessee, the total amount of which exceeds 20% (twenty percent) of the Lease balance;
i. The Lessee failed to insure the Vehicle as provided for in the Agreement and the obligation is not executed within 5 (five) working days from the receipt of the written notice from Mogo Loans;
j. The Lessee failed to carry out the technical inspection within 5 (five) working days from the Vehicle registration or did not remove any detected faults within 30 (thirty) working days following the technical inspection and did not carry out the repeated inspection;
k. The Lessee has not paid within the period prescribed by the General Provisions the amounts to which Mogo Loans is entitled for the full coverage of the damage caused by the theft or total destruction of the Vehicle, and the Insurer refuses to pay insurance indemnities. The provisions of this paragraph will also apply to situations where the insurance indemnity paid by the Insurer is less than the Lease balance (in case of total destruction or theft) and when the Lessee has not paid Mogo Loans the uncovered difference by the Insurer (in case of partial destruction and damage);
l. In other situations, where an essential non-performance of the Agreement by the Lessee occurred;

15.3 In the event of Agreement termination by Mogo Loans, the Lessee is obliged:

- to return the Vehicle, on first demand, to Mogo Loans or to the person authorized by Mogo Loans to act on its behalf, and pay within 7 (seven) working days from the Vehicle Return all Contractual Payments due until the date of Vehicle return, including outstanding amounts, as well as other amounts provided under this Agreement (including those for damage). The return will be considered complete if the Lessee transfers all the tools, equipment, spare wheels or other parts of the Vehicle that have been delivered to the Lessee together with the Vehicle;
- deregister his/her rights over the Vehicle in the Register, bearing the necessary costs.

15.4 If the Lessee fails to comply with the obligation to return the Vehicle or remove his/her rights over the Vehicle in the Register, Mogo Loans shall have the right to take all necessary steps for the repossession of the Vehicle and/or deregistration of the Lessee's Rights over the

Vehicle in the Register and the Lessee will be obliged to return Mogo Loans all the expenses incurred due to the respective actions.

16. Other Provisions

16.1 All previous negotiations, agreements and correspondence between the Parties, except for the Application for Funding, shall cease to be valid from the moment of the conclusion of this Agreement.

16.2 All notifications between the Parties shall be in written form, in Romanian language, and sent to the other Party by post or by e-mail to the email address specified in the Agreement or in the Application for Funding.

16.3 Mogo Loans as an authorized personal data processing operator, registered under the number 0001387, may, and the Lessee agrees for the purpose of concluding and executing this Agreement, that Mogo Loans does not excessively process the following personal data: Personal Identification Number, surname, name, patronymic, date and place of birth, workplace, sex, signature, image, address (domicile/residence) as well as to transmit such data, including the amount of the debt, to credit history bureaus and other institutions under the conditions provided by the legislation.

16.4 The Lessee agrees that in the event that he/she fails to perform his/her contractual obligations, Mogo Loans is entitled to transmit to/receive from the debt collection service providers the Lessee’s data required exclusively for the provision of their services. Also, Mogo Loans is entitled, at the request of law enforcement authorities, competent public authorities, courts, or where disclosure of such information for Mogo Loans is an obligation imposed by law, and under the conditions set forth in the legislation in force, to give information about the Lessee or information on his/her concluded transaction without the Lessee's consent.

16.5 Mogo Loans is entitled to provide the Lessee's personal data, under the terms of the law and to the extent to which the information is necessary for the performance of duties, at the cross-border level, to the parent company, management company and any company related to the management company, to other companies or institutions that directly or indirectly acquire a qualifying holding in the social capital of the Mogo Loans, or where Mogo Loans has acquired a direct or indirect holding, as well as to authorized data processing operators from the data processing systems of the Republic of Moldova.

16.6 The Lessee agrees to receive advertising and commercial materials, including for marketing purposes, about Mogo Loans, or about the products and/or campaigns provided by Mogo Loans or Mogo Loans affiliates. The Lessee has the right to refuse the Mogo Loans commercial materials.

16.7 For the purpose of contacting the Lessee and sending correspondence to him/her, Mogo Loans is entitled to make telephone calls and send text messages (SMS) or by email to the contact details specified in the Agreement or in the Application for Funding.

16.8 All the amendments to the Agreement shall be valid only if made by written addendums signed by both Parties. The amendment of the Agreement may be preceded by the following procedure:

- Mogo Loans sends the proposal of the Agreement amendment to the Lessee's e-mail address, after which,
- The Lessee will accept or reject the proposal in writing or submit another proposal within 30 (thirty) calendar days by sending an e-mail with the following content: "I agree" "I disagree" or "I propose the following change".

16.9 The Parties have agreed to make reasonable efforts to settle any disputes arising between them in connection to this Agreement by amicable settlement, through negotiations. In case of failure, the dispute will be referred to the competent courts of the Republic of Moldova.

16.10 Mogo Loans may assign all or a part of its rights resulting from this Agreement, provided that the assignment will not alter the type and the legal status of this Agreement. The assignment of claims can be made to an unlimited number of third parties. The Lessee confirms that he/she agrees that, in this case, and exclusively for this purpose, Mogo Loans may disclose information derived from this Agreement to third parties. Mogo Loans has the right, if deemed necessary, at any time during the Agreement validity, to pledge the Vehicle and all its rights resulting from this Agreement, including its conveyed claims as obligations towards third parties, by notifying the Lessee about this.

16.11 Mogo Loans may, in connection with the assignment of its rights and obligations, disclose to third parties, including by publishing on the Mogo Loans website the following information: that the Lessee is a natural person, the net monthly income, expenses, credit history, Lessee's age, Vehicle make / model, year of manufacture, engine capacity, the driven mileage, Vehicle value or the unpaid share of the lease balance. Mogo Loans undertakes not to disclose publicly the name, surname, personal identity code, telephone number, e-mail address, Lessee's postal address and / or his/her photograph, as well as the Vehicle registration number.

16.12 The Lessee agrees that the motor Vehicle - subject of this Agreement - may be equipped with a computer tracking system like TrackGps or other similar systems in order to locate and monitor the Vehicle by the Lessor.

16.13 The place of performance of this Agreement shall be deemed to be the office of Mogo Loans, namely: 20/A Cuza Voda Ave., Chisinau municipality.

16.14 This Agreement may be prepared in two (2) or more original copies, of which 1 (one) copy for the Lessee, 1 (one) copy for the Mogo Loans, each copy having an equal legal force as the original and all copies representing one and the same agreement. Mogo Loans will keep the Agreement at its registered office or at any other place specified in its constituent document or current legislation.

Lessor O.C.N. "MOGO LOANS" SRL _____

Lessee _____

Annex no. 1 to the Lease Agreement o. {{ agreement.number }} of {{ agreement.appDate|date("d.m.Y") }}

Lease Agreement related commissions	
Extension fee	1% of the lease balance, minimum 1000 MDL
Fee for early repayment	According to the paragraph 7.10 of General Conditions
Preparation of Traffic Fines related documentation	50 MDL
Fees related to the preventive collection procedure	
Single penalty for late payment	200 MDL for the first day of delay
Commission for Agreement Termination	5% of the Lease Balance for the Agreement that was terminated on the Mogo Loans initiative. It is compensated if the Agreement is re-signed.
Fee for the late payment or Agreement termination notice	50 MDL
Commissions relating to the outstanding debt collection procedure	
Fee for re-signing of the Agreement	7.5% from the Lease balance, the first re-signing of the contract - free of charge
Commission for parking the repossessed car	800 MDL

Lessor O.C.N. "MOGO LOANS" SRL _____

Lessee _____