

*These general leasing terms and conditions have been translated into English solely for the customer's understanding purposes. In case of discrepancies between the German (or French or Italian, respectively) and the English version, solely the signed version text (in German, French or Italian, respectively) shall prevail.*

General leasing conditions Type C to agreement no.

The following general leasing terms and conditions apply to the legal relationship between Cembra Money Bank AG (hereinafter referred to as the "leasing company") and the lessee. For better understanding, the leasing company does not use female-male double forms in any wording.

### **1. Contents of the agreement and ownership of the leased asset**

- 1.1. The leasing company purchases the leased asset selected by the lessee from the supplier and surrenders it to the lessee for use during the term of the lease agreement. The lessee is entitled to use the leased asset during the term of the lease in compliance with the following provisions.
- 1.2. The lessee takes possession of the leased asset directly from the supplier on behalf of the leasing company and is obliged to examine the leased asset immediately and carefully. A confirmation of acceptance will be issued, in which any defects and missing parts or accessories must be included, and which must be signed by the supplier and the lessee.
- 1.3. The leased asset remains the exclusive property of the leasing company for the entire term of the lease agreement and even after the conclusion or termination of the same. The lessee authorises the leasing company to enter the code 178 in the vehicle registration document and in a register, if applicable. The lessee has no right to acquire the leased asset and is obliged to return it to the leasing company after termination of the agreement in its contractual condition.
- 1.4. Delays in delivery do not entitle the lessee to dissolve the lease agreement or withdraw from it. If the leased asset is not delivered, the lease agreement expires and no claims arise.

### **2. Duration**

The lease agreement is generally concluded for the fixed term of the lease chosen by the lessee. The term of the agreement begins with the takeover of the leased asset and ends with the expiry of the selected term of the agreement.

### **3. Rescission/termination**

- 3.1 The leasing company may withdraw from the lease agreement until the transfer of the leased asset if the lessee is no longer creditworthy. The lessee shall bear the damage resulting from the rescission of the agreement, provided that the leasing company has exercised the customary care and diligence.
- 3.2 The lessee is entitled to terminate the lease agreement in writing at the end of a three-month lease term (marked in bold in the table below) subject to a 30-day period of notice. In this

case, the lease payment shall be recalculated from the beginning of the lease in accordance with Section 4.3.

#### **4. Lease payment**

4.1 The lease payment is to be paid monthly in advance to the leasing company in each case by the 1st of the month (except for the first lease payment, if this is to be paid upon delivery of the leased asset to the supplier).

4.2 In the event of late lease payments, the lessee shall be obliged to pay interest on arrears in the amount of the interest rate agreed in the lease agreement, without any special notice of default being required.

4.3 The calculation of the lease payment is based on the lessee's desired and agreed fixed contractual term, the agreed use (for example, annual mileage) and the interest rate agreed in the lease agreement. If the lessee makes use of the right to premature termination or if the lease agreement is terminated early for other reasons, in particular because of contractual breaches pursuant to Section 16 or (residential) relocation abroad, the lease payment is recalculated and definitively fixed on the basis of the effective duration of the agreement in accordance with the following table from the beginning of the agreement. In this case, the leasing company will issue a statement of account for the total lease payments owed, taking into account the payments already made. The lessee is then obliged to pay the invoiced difference to the leasing company within 20 days without deductions. Any difference in favour of the lessee will be refunded to the lessee within 20 days.

4.4 The present lease agreement is based on the value-added tax rate applicable at the time of conclusion of the agreement. All the lessee's payment obligations are, to the extent applicable, plus value-added tax. If during the term of the lease agreement, due to changes in value-added tax regulations or other legal and ordinance standards, the lessee incurs additional fees or fiscal burdens, the lessee shall agree to a corresponding increase in their payment obligations.

4.5 The lease payment is due even if the leased asset cannot be used for any reason.

4.6 The lease payment is based on the agreed annual use (for example, annual mileage). The lessee will be billed for excess use (for example, additional kilometres) upon termination of the agreement. There is no refund for reduced use.

4.7 If the cash purchase price of the leased asset increases between the conclusion of the lease agreement and delivery, the leasing company reserves the right to increase the lease payment on a pro rata basis.

#### **5. Deposit**

5.1 The agreed security deposit is used to secure the leasing company's claims in connection with this contractual relationship. The deposit will be settled upon termination of the lease agreement and after the return of the leased asset.

5.2 The deposit shall be deposited in an account of the leasing company under the name of the lessee. The deposit will not bear interest.

#### **6. Insurance and transport tax**

6.1 The lessee is generally obliged to insure the leased asset appropriately. If the leased asset is a vehicle, items 6.2 and 6.3 apply.

6.2 Unless otherwise agreed, the lessee registers the leased asset in their own name at the cantonal motor vehicle inspection office and pays the transport taxes and fees.

6.3 Unless otherwise agreed, the lessee shall take out a comprehensive insurance policy with the risk of collision for the entire duration of the agreement. The lessee cedes their claims against

the insurance company to the leasing company but is in any case liable for the collection of any claim. In addition, they undertake to conduct legal disputes with the insurance company in connection with a claim on behalf of the leasing company. If the lessee does not pay the premiums due under the ceded comprehensive insurance, the leasing company can take over the premium payment and charge it to the lessee with a payment period of 10 days. If payment is not received within the set period, the leasing company is entitled to terminate the lease agreement in accordance with Section 16.

## **7. Maintenance of the leased asset**

The lessee undertakes to use the leased asset carefully, to maintain it conscientiously, to keep it in a flawless condition and to observe the regulations of the manufacturer. In particular, the lessee must have the maintenance services prescribed in the service booklet as well as the inspections, service and repairs carried out punctually and professionally.

## **8. Guarantee and warranty**

8.1 The lessee confirms that they are aware of the guarantee conditions on the leased asset. The leasing company authorises and obliges the lessee to assert all rights and claims against the supplier and, if applicable, against the manufacturer of the vehicle as a representative of the leasing company, at its own expense, on the basis of the manufacturer's guarantee and statutory provisions (especially purchase guarantee). The lessee is obliged to notify the supplier of all defects without delay and to inform the leasing company immediately if the defects are not acknowledged or if there are problems in connection with the remedying of defects.

8.2 During the warranty period, defects may only be remedied by the responsible contact in accordance with the relevant provisions. Any liability of any kind on the part of the leasing company, both for indirect and direct damages, is excluded.

8.3 The occurrence of defects of any kind or a breakdown of the leased asset does not entitle the lessee to dissolve the lease agreement or to demand a reduction or deferral of the lease payment or to demand a replacement object from the leasing company for the corresponding period of time. The leasing company is not liable for damages resulting from any loss of earnings.

## **9. Use**

The lessee may surrender the leased asset to their employees or relatives, but only to those persons who guarantee careful and lawful use. The lessee may not surrender or sublet the leased asset to third parties, either free of charge or against payment, without the written consent of the leasing company. If the leased asset is a vehicle, the lessee is prohibited from carrying out driving school or taxi trips or taking part in motorsport events without the prior consent of the leasing company. Use of the leased asset abroad (border crossers) that results in an obligation to pay customs duty is prohibited without the consent of the leasing company.

## **10. Repairs and maintenance**

If the lease agreement includes repair, servicing and/or maintenance costs, a repair, servicing and/or maintenance agreement concluded between the supplier and the lessee shall be required and their provisions shall apply. The lessee confirms that they have received a copy. The leasing company does not assume any obligations or liability under this agreement. Failure to comply with the repair, servicing and/or maintenance obligation does not release the lessee from their obligation to pay the leasing company. The relevant costs included in the lease payment include VAT. The supplier is responsible for settlement with respect to the FTA; the leasing company is merely a collection agency.

## **11. Dismantling, installation and lettering**

The lessee is free to carry out dismantling, installation and conversion activities on the leased asset as well as to label it, provided that the value is not impaired as a result. At the option of the leasing company, all dismantling, installations and conversions as well as lettering shall become the property of the leasing company without any claim for reimbursement or compensation or shall be removed by the lessee at their own expense before the leased asset is returned in order to restore the original condition of the leased asset.

## **12. Accident, theft and other damage**

12.1 All damage to the leased asset must be reported to the leasing company immediately, as well as the loss of the leased asset (for example, removal, theft, misappropriation and the like).

12.2 If the leased asset is a vehicle, any accident involving an estimated repair cost of more than CHF 5,000 must be reported to the leasing company in writing immediately. The leasing company reserves the express right to have a say in the repair decision. The leasing company is exclusively entitled to insurance compensation on the basis of the damage report.

12.3 The lessee hereby assigns their claims against the liability insurance policies of the other persons involved in the loss or against third parties to the leasing company. However, the lessee remains obliged to assert these claims as the leasing company's agent against the other persons involved in the case of damage or against their liability insurance policies.

12.4 In the event of total loss or damage to the leased asset, the lease agreement shall be terminated with immediate effect and the leasing company shall prepare the following total loss statement:

- + Total of all outstanding but unpaid lease payments up to the settlement date (arrears)
- + Total of all lease payments owed up to the regular expiry date of the lease, discounted to the settlement date
- + Residual value according to lease agreement

The following are deducted from the total of this calculation:

- Any deposit
- Payment of the insurance

In the event of fault, the lessee is obliged to compensate the leasing company for all further damages.

12.5 The lessee cannot assert any claims against the leasing company for accident, theft or other damage.

## **13. Bankruptcy, seizure, retention, requisition, confiscation, seizure and detention**

The lessee is obliged to immediately notify the leasing company of any seizure, retention, requisition, confiscation or arrest of the leased asset or any opening of bankruptcy proceedings against them by registered letter and to inform the competent debt collection office or bankruptcy office of the leasing company's ownership of the leased asset. The lessee shall inform the leasing company immediately if the leased asset is requisitioned by the authorities. They acknowledge that in such a case they cannot make any claims against the leasing company. They are liable to the leasing company for all costs that may be incurred by the leasing company to protect its interests as owner.

## **14. Notifications**

14.1 All notifications from the leasing company (including account statements, circulars and notices of termination) are considered to be validly delivered if they have been sent to the last correspondence address provided by the lessee. The lessee expressly acknowledges the validity and legally binding nature of delivery by means of modern communication technologies such as

electronic mail, SMS or similar for all correspondence between them and the leasing company (for example, reminders and account statements).

14.2 The lessee shall bear any losses resulting from the use of post, telephone, fax or other means of transmission, in particular from loss, delay, transmission errors, technical defects and malfunctions or unlawful interference in computer systems (of the lessee or a third party) as well as in systems and transmission networks accessible to all, insofar as the leasing company has shown the customary level of care.

14.3 The lessee undertakes to notify the leasing company immediately of any change of address, delivery or correspondence address, or other reasons for which the address used no longer applies (for example, name or company changes). If the leasing company incurs costs in order to ensure that the lessee can be reached (for example, address enquiries), the corresponding expenses shall be charged to the lessee.

## **15. Relocation of domicile abroad**

If the lessee moves their (residential) domicile or the place of their usual residence abroad, the leasing company is entitled to terminate the lease agreement without notice. In this case, the entire remaining debt shall become due for immediate payment, subject to the provisions on the calculation of the lease payment (item 4.3 of these terms and conditions).

## **16. Premature termination**

16.1 If the lessee is in arrears with payments that account for more than thirty days lease payments, the leasing company is entitled to terminate the lease agreement without notice.

16.2 Furthermore, the leasing company is entitled to terminate the lease agreement at any time without notice if the lessee fails to fulfil their contractual obligations, in particular in the event of improper treatment, lack of care, excessive wear and tear of the leased asset, or expiry or absence of the agreed insurance coverage. Furthermore, the leasing company is entitled to terminate the agreement immediately if bankruptcy proceedings are opened against the lessee, or the leased asset is seized, arrested, impounded or confiscated. The same applies to cases in which a right of retention is asserted on the leased asset or when a loss certificate is issued to the lessee.

16.3 In the event of the premature termination of the agreement in accordance with the provisions of this Section 16, the lessee is obliged to return the leased asset to the leasing company immediately. In this case, the definitive lease payment is determined and settled in accordance with Section 4.3.

## **17. Return of the leased asset**

17.1 The lessee undertakes to return the leased asset in a clean condition on the last day of the lease (or immediately in case of premature termination) to the leasing company or a place designated by it. The lessee's right to retain the leased asset for any claims against the leasing company is excluded.

17.2 A written record of the condition of the leased asset shall be drawn up. The lessee shall be liable to the leasing company for all necessary repairs and restoration work which are not due to normal wear and tear or which are necessary for restoring the leased asset in accordance with legal regulations (for example, traffic safety in accordance with the cantonal motor vehicle inspection). The lessee shall also be liable for any possible reduction in value as a result of an accident, insofar as this is not reimbursed by the insurance company.

17.3 The leased asset must be in a roadworthy condition at the time of return. If the leased asset is a vehicle, the unmounted summer or winter tyres are to be returned to the leased asset after the agreement has expired, without this being requested by the leasing company.

17.4 In the event of disputes over the status report, a neutral expert (for example, in the case of vehicles, an expert from the Association of Freelance Vehicle Experts) will decide on the condition and the necessary repair work. This expert's report shall be recognised by both parties as binding. Each party shall bear half of the costs of the expert's report.

17.5 If the lessee does not return the leased asset immediately, the leasing company is entitled to have the leased asset collected at the lessee's expense without requiring a court order or deposit.

## **18. Special agreements and contractual amendments**

18.1 The lessee authorises the leasing company to obtain all information necessary for the processing of the lease agreement from public authorities, the Central Credit Information Office (Zentralstelle für Kreditinformation, ZEK) and the Consumer Credit Information Centre (Informationsstelle für Konsumkredit, IKO), and to report the lease agreement and its processing to the ZEK and the IKO. Any data blocks imposed by the lessee are irrevocably deemed to have been lifted vis-à-vis the leasing company. The lessee acknowledges that the ZEK and the IKO will provide the associated credit institutions with information on the leasing obligations on request in case of new lease or loan applications.

18.2 Special agreements outside the lease agreement require the written consent of the leasing company in order to be valid. Verbal side agreements are invalid.

18.3 The ineffectiveness of individual contractual provisions shall not affect the effectiveness and binding nature of the remaining provisions.

18.4 The lease agreement has been issued in duplicate, a copy of which signed by both parties has been handed over to each of the contracting parties.

## **19. Banking secrecy/data protection/transferability of the leasing relationship**

19.1 Territoriality principle: The leasing company expressly points out that Swiss law (for example, data protection) is limited to the territory of Switzerland only and therefore all data sent abroad is no longer protected under Swiss law.

19.2 Disclosure to third parties: The lessee agrees that the leasing company may grant third parties (for example, supplier) access to the data arising from the business relationship and to customer profiles created regarding the lessee in connection with the conclusion or processing of the lease agreement at any time, in particular for the purpose of improving customer care and the provision of services. If the lessee is in default and has been unsuccessfully reminded, the bank shall take all measures it deems appropriate, in particular with regard to the return of the leased asset and the collection of any outstanding payments. To this extent, the customer waives banking secrecy in its entirety. The business relationship may be disclosed to third parties in the event of resale of the vehicle. The lessee waives banking secrecy to the extent necessary for this purpose. The lessee authorises the leasing company to use their data from the business relationship for the Group's own marketing purposes and evaluations in Switzerland and abroad. The lessee further agrees that their data arising from the business relationship will be used to send them information about the products and services offered by the leasing company or corresponding information from third parties authorised by the leasing company to their postal, e-mail or telephone address (for example, SMS messages). The lessee may at any time reject the use of the lessee's data for marketing purposes by providing written notification to the leasing company.

**19.3 Outsourcing of data processing:** The leasing company may partially outsource its services to third parties, in particular in the area of market research and the creation of customer profiles, the calculation of business-relevant leasing, credit and market risks, as well as the administration of the leasing relationship (for example, application and processing of agreements, correspondence, dunning and debt collection). The lessee agrees that the leasing company may process, disclose and transfer their data to third parties in Switzerland and abroad for this purpose.

**19.4 Data processing abroad:** The leasing company is entitled to have the data processed in countries that do not have adequate data protection. The lessee expressly agrees that the leasing company is entitled to freely determine the data transmission and processing of data in Switzerland and abroad at its own discretion, as required, on a case-by-case basis, due to the constantly increasing globalisation of services, international networking or its financing.

**19.5 Data processing via the Internet:** The leasing company reserves the right to transmit the data via the Internet, among other means. The Internet is an open network accessible to everyone. The data is thus transmitted uncontrolled and across borders. In this connection, the lessee hereby waives Swiss banking secrecy, if applicable, and accepts in particular the possibility of transfer abroad.

**19.6 Transferability of the lease (for example, in the context of securitisation):** The leasing company may also transfer its rights or its rights and obligations under the lease, including any collateral, the lease agreement as such and ownership of the leased asset, in whole or in part, to subsidiaries and/or third parties in Switzerland and abroad. The transfer includes the right to further transfer in Switzerland and abroad. The leasing company may at any time make the data relating to the leasing relationship available to such legal entities. The lessee expressly waives banking secrecy in this respect.

## **20. Costs**

The leasing company shall generally pass on the following additional costs caused by the lessee, in particular. Reminders will be charged to the lessee at CHF 40.00 each. Telephone calls and correspondence required in this context will be charged to the lessee at cost. If a personal visit by the leasing company or a third party commissioned by it to the lessee is necessary in collection cases, a lump-sum expense allowance of at least CHF 200.00 will be charged. Any debt enforcement shall also be charged to the lessee. In the event of premature termination pursuant to Section 3.2 or premature termination of the agreement pursuant to Section 16, CHF 250.00 of the expenses shall be passed on to the lessee. In addition, address enquiries are charged at CHF 40.00, the preparation of termination notices and additional account statements requested by the lessee can be invoiced at CHF 25.00 each. The lessee may be charged CHF 3.50 per completed order for payment at the post office counter. The lessee may be charged CHF 75.00 for a change of the vehicle registration document. Other fees and costs beyond the control of the leasing company are charged to the lessee in accordance with the responsible-party-pays principle.

## **21. Offsetting**

The lessee is not entitled to offset any claims against their obligations towards the leasing company. This prohibition on offsetting shall also apply in the event of bankruptcy, a moratorium on debt enforcement and insolvency of the leasing company. The lessee is prohibited from assigning all or part of their claims against the leasing company to third parties.

## **22. Amendments**

The leasing company is entitled to amend the general leasing conditions at any time by means of a circular or in any other suitable way. Amendments shall be deemed to have been approved if the lessee does not send a written objection to the leasing company within four weeks after the amendment has been sent.

## **23. Applicable law and place of jurisdiction**

All legal relationships between the lessee and the leasing company are governed exclusively by Swiss law, unless other legal provisions are mandatory. The exclusive place of jurisdiction for all legal proceedings, unless a mandatory place of jurisdiction has to be observed, is Zurich.

Table for calculating the lease payment in case of premature termination of the agreement  
The calculation is based on the principle of devaluation of the leased asset by use (amortisation) according to recognised principles. For vehicles, the calculation is based on a monthly mileage according to the lease agreement (excess mileage is to be paid for separately as agreed in the lease agreement). Repairs and maintenance work that are not due to normal wear and tear will also be invoiced separately; please refer to Section 17 for details. The following rates relate to the cash purchase price for the leased asset stipulated in the lease agreement in each case. These rates do not include any additional services (for example, insurance, repairs, road tax, maintenance and so on). These costs are to be paid additionally in accordance with the rates agreed in the lease agreement. The lessee expressly recognises the following calculation method of the lease payment as binding and undertakes to pay the leasing company the corresponding calculated lease payment for the entire effective term of the agreement within 20 days. At the same time, the lessee expressly undertakes once again to maintain the leased asset at their own expense for the entire duration of the lease agreement and to keep it in a flawless condition. In the event of premature termination of the agreement, the leasing company shall prepare a statement of account which takes into account the circumstances of the individual case. The leasing company's claims in accordance with Section 17 are reserved.

By signing these general leasing conditions, the lessee confirms that they have read and understood the content of these general leasing conditions and agree with them.  
The lessee(s):

If several lessees sign the lease agreement, they shall be jointly and severally liable for all obligations.

Stamp and legally valid signature(s):