

General Terms and Conditions for the Lease of Motor Vehicles and Fleet Management and Controlling Services

Version 01/2022 (valid from 01.05.2022)

In order to facilitate readability, these General Terms and Conditions do not include references to male or female individuals, but instead use the generic masculine form throughout. The personal designations used apply to both male and female persons.

Introduction

LeasePlan offers its customers a vehicle leasing solution as well as fleet management and controlling services (referred to in the following as "Services"). Customers can order both from LeasePlan or order leasing or special Services separately.

Contract Design

Contracts are concluded separately for leasing and for services. These General Terms and Conditions ("GTCs") apply for all contractual relationships between the parties; any conflicting terms and conditions of the Customer are hereby rejected. The contractual relationship between LeasePlan and the Customer consists of the following documents (in the event of conflict the document mentioned first has precedence over the documents mentioned thereafter):

- Individual Agreement per vehicle (separate for leasing and services respectively)
- Service Level Agreement (if there is one)
- GTCs
- Price List
- Fair wear & tear guideline
- Master Agreement (separate for leasing and services respectively, if there is one)

Within the context of the present GTCs, the term "in writing" shall include all notifications / requests / information etc. directed to or by LeasePlan by way of letter or e-mail.

The currently valid GTCs, the currently valid price list and the "Fair Wear & Tear" guideline are published at <https://www.leaseplan.com/de-at/>.

These contractual relationships are subject exclusively to Austrian substantive law, excluding the UN Convention on the International Sale of Goods. Any conflict of laws provisions or other legal systems shall not apply. LeasePlan and the Customer agree to the exclusive jurisdiction of the competent District Court for Commercial Matters in Vienna Inner City for all disputes arising from this contract or its violation, termination or nullity.

Conditions Subject to Change; Publication

LeasePlan has the right to amend these GTCs. The Customer will be notified of such amendments in writing. Amendments shall be deemed to have been accepted unless the Customer objects to them by registered letter no later than one month following receipt of the respective amendment notification.

The items on the price list are updated continuously and are also tied to the consumer price index of 2020 or any index replacing the latter in the future. Corresponding adjustments occur once a year on 1st January based on the value from October of the preceding year for the following year.

I. General Conditions Applicable for Leasing and Services

1. Monthly payments and other fees

1.1. The amount of the monthly payment (lease payments and / or operating costs) are determined based on the provisions of the Individual Agreement.

1.2. Billing of the monthly payment is effected monthly in advance. Amendment notifications by the Customer (e.g. amendment of driver names, cost centers, addresses, company name) must arrive by the 15th of the month at the latest if they are to be taken into account the following month.

1.3. The monthly payment falls due for payment to LeasePlan without deductions and in advance at the beginning of each month. Any payment charges must be borne by the Customer.

1.4. The Customer commits to signing a SEPA direct debit mandate to the benefit of LeasePlan for the monthly payments and to ensuring that there are sufficient funds in his bank account. In the event that the SEPA direct debit transaction is not effected owing to a lack of funds on the Customer's bank account or any other default on the part of the Customer or his bank, or if the debit transfer is reversed by the Customer, the bank fees incurred will be passed on to the Customer and any handling fees billed pursuant to the currently valid price list.

1.5. The Customer falls into arrears without any reminder if he fails to meet his payment obligations on time. If this is the case, interest on arrears amounting to the legal interest rate for business-to-business transactions will be charged (§ 456 UGB (Austrian Commercial Code)). The Customer will be charged for each reminder pursuant to the currently valid price list. The Customer furthermore assumes all costs arising from the recovery of outstanding amounts (reminder costs, collection costs and costs for legal prosecution), with the costs being due and payable by the Customer immediately after receipt of the corresponding invoice.

1.6. The payment obligation begins on the first day of the month following the official registration of the vehicle or the first day of the month following the assumption of the vehicle for performing the Services. A pro rata daily lease payment is charged for use during the period between official registration or acceptance of the vehicle as performance of the service and the first day of the next following month.

1.7. The payment obligation ends on the last day of the month preceding the return. A pro rata daily payment is charged for the period between the end of the Individual Lease Agreement and the return date. The same procedure applies for Individual Service Agreements.

1.8. In the case of Total Loss determined by the insurance ("**Total Loss**"), repair costs that exceed 60% of the current market value of the vehicle according to Eurotax ("**Major Loss**"), theft or other incidents which result in the vehicle not being returned to LeasePlan (e.g. purchase), the payment obligation (as well as the term of the relevant agreement) ends after the month in the course of which LeasePlan receives the written notification of one of these incidents or of the fact that the vehicle will not be returned.

1.9. In the event that the use exceeds the mileage agreed upon in the Individual Agreement or falls short of it by more than 10%, or if the calculated term is exceeded by more than three months, LeasePlan

is entitled to adjust the term and/or the mileage based on the actual distance driven instead of, or in addition to, adjusting the monthly payment. Any change takes effect upon receipt of the invoice which follows the written notice to the Customer.

1.10. LeasePlan is entitled at all times to request cost accounting for some or all vehicles (cost compensation for the preliminary final settlement) if it becomes evident that the estimated costs lie below the costs actually charged for some or all vehicles.

1.11. In the event of a change in the VAT or the introduction of new duties or changes to existing ones that are imposed on the vehicle, the monthly payments are adjusted accordingly from the time of such a change.

In the event of any differences concerning the data reported (initial registration, mileage in the case of vehicles which are already registered) at the beginning of the respective Individual Agreement or any subsequent modification or the installation of equipment, LeasePlan reserves the right to adjust the monthly payments at any time.

1.12. LeasePlan is entitled to charge a reasonable extra fee for any additional services (not contractually agreed) whose causes lie within the sphere of responsibility of the Customer.

2. Securities on the Part of the Customer

2.1. In the case the Customer makes a security deposit, this deposit serves as collateral for all claims of LeasePlan arising from the business relationship. It is not permitted to charge LeasePlan's claims from the deposit against the entitlements of the Customer before the end of the Individual Agreement. After the end of the Individual Agreement, such deposit is taken into account in the final settlement.

2.2. In the event that the Customer's economic situation deteriorates substantially or that the Customer's majority shareholder changes during the term of the agreement, LeasePlan is entitled to request further securities for the outstanding monthly payments.

2.3. If the Customer makes an advance payment, this becomes due upon receipt of the related invoice. Because the advance payment reduces the monthly payment, there is no repayment at the end of the Individual Agreement.

3. Offsetting, Assignment

3.1. The Customer can counterclaim against LeasePlan only if his counterclaim is undisputed and is acknowledged by LeasePlan or if it is covered by a legally binding official or court decision.

3.2. Assignment of any contractual rights and entitlements of the Customer to third parties is not permitted without the express written approval of LeasePlan.

4. Risk Assumption

Any partial or complete non-usability of the vehicle, premature wear and tear, damage, destruction or loss of the vehicle, either accidental or caused by third parties or for whatsoever reason that arise after first provision of the vehicle for proper use, do not affect the Customer's contractual obligations, in particular his obligation to make the monthly payments. In the event the vehicle financed by LeasePlan is destroyed, LeasePlan does not provide a replacement, however both contractual parties are entitled to terminate the Individual Agreement prematurely.

5. Liability

LeasePlan is only liable to the Customer if LeasePlan or its vicarious agents act with at least gross negligence. All liability for consequential damage, purely pecuniary losses and loss of profit as well as damage arising from claims of third parties against the Customer are excluded.

6. Termination of the Agreement

6.1. LeasePlan is entitled to terminate any Individual Agreement without notice, even within the period for which it has submitted a waiver of termination, if:

- a) the Customer gets into arrears with his payments and the payment default continues for more than 30 days;
- b) the economic situation of the Customer deteriorates or is endangered or the same applies to a third party that provided security occurs thus endangering regular payment of the monthly payments, the Customer refuses further payments or if execution has been levied unsuccessfully against the assets of the Customer;
- c) the Customer gives up his company headquarters in Austria;
- d) the Customer does not refrain from violating the master agreement and/or the Individual Agreement significantly in spite of written warnings or if he does not eliminate any consequences of such agreement violations already incurred;
- e) the Customer made significantly wrong statements in the conclusion of the agreement or if he concealed facts which might endanger LeasePlan's economic interests to a substantial extent;
- f) there is a legal obligation to terminate the agreement or prohibition to provide further services to the Customer (e.g. sanctions list);
- g) the vehicle is stolen.

6.2. Both LeasePlan and the Customer may terminate the Individual Agreement in the event of the destruction, Total Loss, Major Loss or partial loss of the vehicle. The Customer must convey to LeasePlan without any delay all information and all documents as well as the license plates required for deregistration of the vehicle.

6.3. With regard to billing modalities, in the event of a termination of the Individual Agreement, please refer to the product-specific provisions in point IV of these GTCs.

7. Data Protection and Privacy

7.1. During the execution of the contract data, including personal data as defined by GDPR, shall be processed (e.g. collected and stored). It is pointed out with regard to the processing of personal data that pursuant to data protection law, both LeasePlan and the Customer act as separate Data Controllers during the performance or use of the agreed Services and that no commissioned data processing takes place. LeasePlan and the Customer shall therefore comply with the relevant data protection regulations and obligations for data controllers under the applicable data protection laws in their respective applicable versions (GDPR and Data Protection Act).

7.2. Insofar the performance of the agreement involves the processing of the data of third parties, e.g. drivers, the Customer is responsible for ensuring he is entitled to pass the data on to LeasePlan. The Customer shall indemnify and hold LeasePlan harmless for any third party claims in this regard. LeasePlan undertakes to treat all personal data processed for the purpose of the performance of the agreement as confidential and to handle these in compliance with the applicable data protection provisions.

7.3. The Customer acknowledges that LeasePlan uses automatic processing for the Customer's data from this business relationship. The Customer agrees that these data be dispatched (transmitted) according to usual banking procedures for the purposes of creditor protection, credit checks, risk evaluation, compliance checks on AML/CFT and sanctions legislations and to fulfil reporting requirements to LeasePlan's or the Customer's respective parent company, to creditor protection agencies, as well as to national banks and supervisory bodies. The Customer grants his consent to his data from the business relationship being transmitted from the parent company to its affiliated companies and vice versa. Furthermore, the

Customer takes note that his data from this business relationship may also be passed on to vicarious agents or supply agents of LeasePlan in electronic form.

II. Leasing Terms and Conditions

1. General

1.1. This Part II of the GTCs shall apply insofar LeasePlan and the Customer have concluded a Lease (Master/Individual) Agreement .

1.2. LeasePlan assumes the financing of vehicles for Customers as described in the following. A separate Individual Lease Agreement is concluded for each vehicle.

2. Start of the Contract, Takeover

2.1. Once all details of the leasing relationship have been clarified with the Customer, LeasePlan orders the vehicle from a selected LeasePlan partner dealer ("**Prime Partner Neuwagen**"), unless agreed otherwise with LeasePlan.

2.2. Perils and risk are transferred to the Customer at the latest when the vehicle is taken over by the Customer.

The Customer is obliged to take receipt of the vehicle provided at the agreed location and date without undue delay. In the event the Customer does not meet this obligation, LeasePlan is entitled, after setting an extension period of two weeks, to withdraw from the contract and the Customer is obliged to remunerate LeasePlan for any damages incurred. Moreover, the Customer in default of acceptance is subject to the adverse consequences of the § 1419 General Civil Code (ABGB), so that risk is transferred to the Customer with non-acceptance of the vehicle, who then bears the adverse consequences of any destruction of the object. If the vehicle is not taken over on the agreed date , LeasePlan is only liable for damages in case of at least gross negligence.

2.3. If the vehicle is to be registered by the Customer, this must be carried out without delay and the vehicle documents (registration certificate part II) returned to LeasePlan immediately after the registration.

2.4. In the event that a vehicle is not handed over at the agreed delivery date as the result of a delay on the part of the supplier, either of the contracting parties is entitled to withdraw from the Individual Lease Agreement after a reasonable extension period, however at least six weeks.

2.5. Upon takeover the Customer must check the vehicle to ensure that the vehicle is in the agreed condition and free from defects, thereafter and the takeover record needs to be filled in accordingly. The takeover record constitutes proof that the vehicle was accepted by the Customer in the condition and with the equipment stated therein. For this reason the supplier must be notified immediately of any obvious defects and these must be noted in the takeover record.

2.6. In the case of the re-leasing of a LeasePlan leasing vehicle ("**Used Car Leasing**"), the vehicle owned by LeasePlan is handed over to the Customer in the condition as described in the handover record. LeasePlan must be notified immediately in writing in the event of any deviation from the handover record.

3. Term of the Individual Lease Agreement

3.1. The term of the lease agreement is regulated in the respective Individual Agreement and is determined by the intended period of usage for each vehicle by the Customer.

3.2. The Customer can terminate each Individual Agreement at the end of each month with two month's written notice. Please refer to point IV for further regulations.

3.3. The term of the Individual Agreement ends on the last day of the month preceding the return of the vehicle (see point II.8).

4. Use of the Vehicle, Obligation of the Customer to Exercise Due Care

4.1. The Customer must not permit any third party to use the vehicle. Company employees and immediate family members or the common-law spouse of the driver notified to LeasePlan are excluded from this provision. In any case, any third parties who are given the use of the vehicle must hold the required license and have the aptitude to drive motor vehicles of its kind (driving licence category).

4.2. The vehicle may be used only in countries in which it is covered by insurance according to the international insurance card for motor vehicles (currently the green insurance card). The vehicle must not be used in a way that is contradictory to the provisions of the applicable insurance regulations or any other legal requirements.

4.3. The Customer has to ensure that the operating, care and maintenance instructions for the vehicle are observed when the vehicle is used. LeasePlan must be notified of the current mileage reading every six months in the case of purely Finance Lease Agreements with a residual value guarantee. The Customer furthermore warrants to avoid any excessive wear and tear, to handle the vehicle carefully and properly and to have any repair or maintenance carried out immediately and competently.

4.4. Using the vehicle for the purposes of sports or driving school instruction (with the exception of L17 practice drives) or for purposes outside the Customer's usual mode of operation is permitted only with the written consent LeasePlan.

4.5. Any modification or installation of equipment is permitted only with the prior written consent of LeasePlan.

4.6. Any functional impairment of the speedometer/odometer must be reported immediately to LeasePlan and must be repaired at a garage authorised by LeasePlan.

4.7. Any insurance claims must be restricted in favour of LeasePlan and this fact must be proved to LeasePlan without being requested to do so.

4.8. The Customer must take steps to prevent any third-party access to the vehicle (through garnishment, seizure, insolvency proceeding, confiscation by authorities etc.) and must inform LeasePlan immediately of any such attempts.

4.9. LeasePlan is entitled to have the vehicle inspected at any time after reasonable notice has been given.

5. Warranty

5.1. The Customer has selected the vehicle according to his own requirements (intended use). Therefore LeasePlan is liable only for defects for which claims on the supplier can be enforced.

5.2. LeasePlan herewith assigns to the Customer all rights stemming from the purchase agreement (in particular performance, warranty and guarantee claims) and the Customer accepts said assignment. The Customer is obligated to exercise these rights with required caution safeguarding also the interests of LeasePlan. LeasePlan's written consent is required for the exercise of the conversion or termination right of the purchase agreement of the vehicle.

5.3. The following applies for Used Car Leasing: The Customers is aware that the vehicle he has selected is a used car and not a new one. The warranty and guarantee provisions in the delivery terms of the supplier can therefore be significantly restricted or may already have expired; therefore points II.5.1. and II.5.2. do not apply here.

6. In Case of Damage and Settlement of Damages

- 6.1. The Customer must inform LeasePlan immediately in case of any damage and provide all necessary documents and information.
- 6.2. A damaged vehicle may only be moved in agreement with LeasePlan and must be kept at a safe location; the Customer must wait for instructions from LeasePlan. Under no circumstances may any repairs be undertaken without the consent of LeasePlan.
- 6.3. In order to ensure that any car body and glass repairs are carried out according to high quality standards, these repairs may be carried out only by garages authorised by LeasePlan ("Prime Partner Karosserie"). These garages can be found on the LeasePlan website and will be provided by phone on request. If other suitable specialist workshops are entrusted with repairs, LeasePlan will charge the additional administrative costs to the Customer pursuant to the currently valid price list.
- 6.4. The Customer assumes any costs incurred for repairs, including costs for legal assistance to enforce damage claims and undertakes to hold harmless and indemnify LeasePlan against any claims. LeasePlan is the beneficiary of any compensation for damages, including remuneration of value decreases on the part of the other party in an accident or his insurance company.
- 6.5. LeasePlan must be notified immediately as soon as Total Loss is determined and be provided with all necessary documents, to ensure that all further action (settlement with the insurance, recovery etc.) can be undertaken exclusively by LeasePlan. The Customer will be charged for such activities pursuant to the respectively valid price list.

7. Calculation of the lease payment

- 7.1. The calculation of the lease payment is based on the procurement value according to the offer made by LeasePlan. LeasePlan can adjust the ongoing lease payment if:
- there is a change in the purchase price of the vehicle between the time the vehicle is ordered and its registration, or if LeasePlan's refinancing costs change.
 - the type of use of the vehicle changes during the term of the contract from regular business use (on which the lease payment is based).
 - there is a change in the taxes fees or duties on which the calculation of the lease payment was based when the offer was placed. In particular, LeasePlan is entitled to reduce the calculated residual values in the event that the registration tax (currently called NoVA / Normverbrauchsabgabe, a tax imposed according to the CO₂-emissions of the vehicle) is completely or partially abolished.
- 7.2. The lease payment is calculated on the basis of a calculation interest rate. This calculation interest rate is based on the current refinancing costs of LeasePlan (the 'Cost of Borrowed Funds', or abbreviated 'COBF') and on an interest margin. The COBF are the result of an interest rate basis (in accordance with point a) in the case of fixed lease payments, and in accordance with point b) in the case of variable lease payments), and the liquidity costs of LeasePlan. The calculation interest rate is fixed respectively in accordance with point a) on the day of the vehicle registration in the Individual Lease Agreement, and remains unchanged for the duration of the agreed lease term, and in the case of a variable interest rate basis it is adjusted on a quarterly basis in accordance with point b).
- The calculation of the **fixed lease payments** upon conclusion of new Individual Lease Agreements is tied to changes in mid-term capital market interest rates (the relevant EURO swap interest rates for 2-, 3-, 4- and 5-year funds). The base interest rates valid for the following month, resulting from quotations by 16 European

banks, will be calculated 5 business days prior to the beginning of the month. In the event of base interest rate variations in excess of +/- 0.25 percentage points for at least 5 consecutive business days in the course of the current month, the interest rate basis will be adjusted with immediate effect. Capital market interest rates are published daily in the "FT Companies & Markets" and the "Market Data" section of the Financial Times. The lease payment remains the same for the term of the Individual Lease Agreement.

- The calculation of the **variable lease payment** upon conclusion of new Individual Lease Agreements as well as the quarterly adjustment of all variable lease payments is tied to the refinancing costs for short-term funds (EURIBOR 3 months). For the corresponding interest rates please refer to the data published in the Austrian dailies or to the following website: www.euribor-rates.eu.

The quarterly adjustment takes place on the first of February, May, August and November, respectively. The EURIBOR daily rate on the 15th of the previous month (15/1, 15/4, 15/7 and 15/10), fixed for two business days and spread over 365 interest days, is used as the basis of the effective adjustment date. If the EURIBOR fluctuates by less than +/- 0.25 percentage points between the effective adjustment dates indicated, the interest rate basis is not adjusted for the next quarter.

- For new Individual Lease Agreements the initial calculation of the variable lease payments is based on the interest rate according to the latest EURIBOR adjustment before the start of the respective Individual Lease Agreement.

7.4. If the EURIBOR or the EURO swap interest rates should no longer be published or if the actual refinancing costs of LeasePlan change due to a legal change or a monetary or credit policy measure (in particular undertaken by the Austrian National Bank or European Central Bank), LeasePlan is entitled to change the lease payment and effective adjustment date accordingly.

7.5. LeasePlan must be reimbursed separately and immediately for the stamp duty as well as for any other future taxes, duties or other costs (e.g. registration fees) which are incurred by LeasePlan in connection with the conclusion or implementation of the Individual Lease Agreement and which were not included in the lease payment calculation.

8. Return of the Vehicle

8.1. On termination of the Individual Lease Agreement (with the exception of theft, Total Loss, Major Loss or vehicle purchase), the Customer must hand over the vehicle including all accessories and documents at an agreed handover location and agreed date at his own expense.

8.2. Notice must be given of the return of vehicles using the online form on the website. Details of the modalities can be found there.

8.3. If the vehicle cannot be collected as agreed due to default on the part of the Customer (or rather not due to default on the part of LeasePlan) the lease payment continues to be charged until the vehicle is actually returned.

8.4. In the event the Customer suggests a handover location, this must be publically accessible, have a suitable traffic connection and be ample enough to facilitate the loading of the vehicle onto a heavy-duty transporter. A person authorised by the Customer must always be present at every handover, because the handover record has to be signed. The transport to the storage location is organised and carried out by the logistics partner appointed by LeasePlan. Risk is not passed on to LeasePlan until the vehicle has actually been handed over to the logistics partner.

8.5. The Customer is obliged to restore the condition of the vehicle to the condition it was in when delivered from the factory (“**original condition**”) at his own expense and to clean it inside and out. Any changes to the vehicle (including for example adhesive foils) and additional conversions that are still in place at the time of the handover will be removed by LeasePlan at the customer’s expense, the vehicle will be restored to its original condition and any costs incurred due to damage resulting from such removals billed to the Customer. LeasePlan becomes the owner of any built-in fittings and conversions without compensation.

8.6. In the event that the Customer fails to hand over on time any papers required for the contractual use of the vehicle, as well as all keys, standard equipment (e.g. aluminium wheel rims, radio including code card, winter tyres and/or summer tyres etc.) and documents such as the registration certificate, service and maintenance manual, technical inspection certificate (§ 57a) and operating manual, the Customer assumes any resulting replacement costs or resulting repair costs.

8.7. In the case of purely Finance Lease Agreements with a residual value guarantee, an appropriately completed service / maintenance booklet (or excerpt from a corresponding electronic register/ digital version) must also be handed over. The Customer shall hold harmless and indemnify LeasePlan against any claims of the purchaser of the vehicle arising from improper, delayed or even no service work at all within 6 months after the return of the vehicle.

8.8. Upon its return the vehicle must be in a condition reasonably corresponding to its age and the agreed mileage as well as being roadworthy and safe to operate. A takeover record will be drawn up to record the condition of the vehicle, which will also list any obvious damage at the time of the return and which must be signed by the person authorised by the Customer to return it. However, a detailed evaluation is only carried out at a later date by a motor vehicle expert as described in the following point.

8.9. As part of a vehicle evaluation at LeasePlan’s used-car park, an independent motor vehicle expert appointed by LeasePlan will document any defects, damage or changes to the vehicle as well as any missing accessories. This also includes any defects, damage or changes to the vehicle that were not obvious when the vehicle was returned or that could not be recorded in the takeover record due to the vehicle being dirty, or due to rain, ice, snow or darkness or for any other reason. If this damage is not accepted in the guideline “Fair Wear and Tear”, an “expert damage assessment report” (Schadensbewertungsgutachten) is issued which takes into account the age and mileage of the vehicle and which is sent to the Customer in writing. The Customer may appeal against the expert damage assessment report within two business days in writing. In the event the Customer exercises his right to appeal and no agreement is reached on the amount of the costs due to damage/reduced value, a new expert damage assessment report is compiled in accordance with the Fair Wear and Tear guideline. The final valid basis for the calculation of the costs due to damage/reduced value is the expert report which yields the lower costs. In the event the additional expert damage assessment report does not yield lower costs due to damage, the Customer assumes the costs for the additional expert damage assessment report. The entire sub-point 8.9. is not applicable in the case of Used Car Leasing.

8.10. LeasePlan will take care of the vehicle deregistration, whereby the Customer must, however, provide all documents required. The Customer will be charged a deregistration fee indicated in the price list.

III. Terms and Conditions for Services

1. General

1.1. This Part III of the GTCs shall apply insofar LeasePlan and the Customer have concluded a Management and Controlling (Master) Agreement. The rights and obligations between LeasePlan and the Customer with regard to specific Services are given in detail in the following. Which of the Services described in the following are actually made use of by the Customer as well as the invoicing details are determined in the Service Level Agreement / Individual Service Agreement (modular selection possible).

1.2. LeasePlan assumes the management and controlling of vehicle-related costs for the Customer as described in the following for the purpose of ensuring the continuous monitoring of costs. A separate Individual Agreement is concluded for each vehicle.

1.3. LeasePlan reserves the right to charge a flat fee as per the current price list for services that are not contractually agreed, but are provided separately.

2. Term of the Individual Service Agreement

2.1. The term is determined by the intended period of usage for each vehicle by the Customer and is regulated in the respective Individual Agreement.

2.2. The start and end of the term are indicated in the Individual Agreement.

2.3. The Customer can terminate each Individual Agreement at the end of each month with two month’s written notice.

2.4. Upon termination of the Individual Agreement, LeasePlan is relieved of its obligation to pay the costs except when the order was placed before expiry of the Individual Agreement.

3. Management Fee

3.1. The Customer must pay LeasePlan a management fee. This is calculated on the basis of the selected Services and billed for monthly per vehicle.

3.2. The management fee is tied to the consumer price index of 2020 or any index replacing the latter in the future. The index is adjusted once a year on January 1st and is based on the value from October of the preceding year.

3.3. In the event that the Individual Agreement is terminated prior to the expiry of the term agreed, the management fee is charged to the Customer’s account for the next three months and taken into account in the final settlement.

4. Warranty

Warranty claims on the part of the Customer require an immediate and specific written notice of defect. The right to conversion is not granted.

5. Procedure

5.1. All invoices must be made out to LeasePlan (unless otherwise explicitly regulated).

5.2. Only in justified exceptional cases, such as a technical malfunction (if the fuel card or other virtual authorisation does not function), may a payment made by the driver be submitted to LeasePlan using the cash expenditure form and reimbursed. However, the receipts must be submitted at the latest within 6 months after being issued, travelling expenses of the driver cannot be submitted.

6. Catalogue of Services

6.1. Service and Technical Repair Work

LeasePlan assumes the costs for the following repairs carried out by garages selected by LeasePlan (“**Prime Partner Service**”) in Austria:

- Any maintenance work including material (according to the manufacturer’s instructions)
- Repair of damage from wear and tear, including material
- Refill of radiator anti-freeze and motor oil

Vehicle repairs must be approved by LeasePlan in advance of work being carried out.

In the context of such repairs LeasePlan performs the following services for the Customer:

- Priority appointment booking option in the Prime Partner Service network via My LeasePlan App or centrally via the LeasePlan Driver Contact Center
- Free Pick Up & Delivery service
- Free replacement vehicle for 2 days while the vehicle is in the garage
- Use of original spare parts or ident-parts with a guarantee for all work performed
- Free car wash while the vehicle is in the garage

The Customer is not entitled to services related to:

- breakage of glass
- damage resulting from not following the operating and maintenance instructions issued by the manufacturer, failure to perform required maintenance or improper use
- consequential damage resulting from the delayed or improper repair of defects
- accidental damage
- interior trim and upholstery repairs
- paintwork repairs
- installation and repair of equipment not included in the original factory vehicle features and/or requiring technical inspection and registration
- exceeding the service intervals specified by the manufacturer
- car washes, interior cleaning, window cleaning
- anti-freeze for the windshield washer, fuels, additives (e.g. AdBlue)
- damage classified as Total Loss or Major Loss
- reduction in the charging capacity of the battery in electric vehicles

3 months prior to the intended end of the Individual Agreement, LeasePlan reserves the right to assume repair costs only for such repairs which are absolutely necessary due to statutory requirements (e.g. Straßenverkehrsordnung) or to maintain road safety.

This service also includes provision of Road Assistance (24-hour emergency number). The following road assistance services are provided for the Customer free of any additional charges in the event that the journey cannot be continued due to technical failure, accident or theft and assistance was procured by using the Road Assistance emergency number:

- in-situ breakdown service or towing service to the nearest authorised garage,
- replacement vehicle for the duration of the repair, up to a maximum of five days (as of the time of hand over of the replacement vehicle) or alternatively, coverage of the cost for overnight stay(s) at a hotel for the duration of the repair, up to a maximum of three days (100 km minimum distance) if repair is not finished within one day;

- assumption of the costs for the continuation of the journey or the return journey (100 km minimum distance) or alternatively, for a replacement vehicle for a maximum of five days and the return transport of the vehicle, but only in the event that the repair takes longer than three days,
- in the case of the theft of the vehicle, a replacement vehicle is provided for a period of up to 30 days.

6.2. Tyres and Wheel Rims

LeasePlan assumes the costs for winter and replacement tyres, including mounting, necessary balancing and valves, once the tyre treads are worn to the legally defined minimum depth. Depending on the Service Level Agreement / Individual Agreement, LeasePlan chooses tyre brands from the premium or economy segment. The cost calculation is based on a defined number of summer and winter tyres indicated in the respective Individual Agreement. If the Customer needs more than the specified number of summer or winter tyres, he bears the actual costs.

With a minimum term of 24 months in the Individual Agreement, LeasePlan also provides steel wheel rims for the winter tyres (or if agreed separately aluminium wheel rims). The winter tyres and wheel rims provided by LeasePlan represent the smallest standardised size for the specific vehicle type.

The Customer must provide for storage for the unused set of tyres, which may be stored at a tyre shop (as indicated on the LeasePlan website). The Customer is liable for any storage charges. If the storage costs are included in the “Service and Technical Repair Work”, costs are only assumed for tyres stored with a LeasePlan tyre partner.

At the end of the term of an Individual Agreement the tyre assembly (with wheel rims) that are not mounted on the vehicle and are the property of LeasePlan must also be returned to LeasePlan.

LeasePlan provides the Customer with a list of authorised contractual dealers for the purchase of tyres and wheel rims. Only for purchases and storage services from those dealers will LeasePlan bear the costs.

In the case of the purchase of tyres / wheel rims from outside the network of LeasePlan’s tyre partners network, the resulting cost difference will be charged to the Customer. Furthermore, LeasePlan will charge any additional administrative effort to the Customer according to the current price list, with the exception of such administrative effort caused by LeasePlan.

If tyre or wheel rim dimensions or types differ from those stated in the offer or which do not comply with the conditions given above, the resulting difference in costs will either be charged to the Customer’s account by LeasePlan plus the additional administrative effort according the current price list, or LeasePlan will increase the monthly operating costs accordingly.

3 months prior to the intended end of an Individual Agreement, LeasePlan reserves the right to assume only such purchase costs as are absolutely necessary due to statutory requirements (e.g. Straßenverkehrsordnung) or to maintain road safety. LeasePlan reserves the right to approve only tyres from the economy segment as of this date.

6.3. Insurance

The Customer may choose whether

- a) LeasePlan should take out liability and/or comprehensive insurance in the name and for the account of the Customer from a partner insurance company of LeasePlan, or
- b) the customer wishes to take out liability and/or comprehensive insurance with an insurance company of his choice.

In case a) LeasePlan will collect the Customer's premiums as part of the monthly payment. The general insurance conditions and policies of the insurance company define the insurance cover. LeasePlan is not liable for insurance cover and insurance benefits. If the Customer has taken out liability and comprehensive insurance via LeasePlan, he undertakes to use the Prime Partner Karosserie in compliance with point III.6.4.a. In this case LeasePlan will carry out the claims coordination free of charge.

6.4. Damage Claim Settlement

This Service includes claims coordination on the one hand and the administrative part, the clarification of fault, on the other.

a) Claims coordination: As part of this Service, repairs are only carried out by garages selected by LeasePlan, ("**Prime Partner Karosserie**"). This Service includes, for example, the following services:

- Arranging a Prime Partner Karosserie
- Free towing of non-roadworthy vehicles with a maximum gross vehicle weight of 3.5t from the accident site or parking space to the garage
- Replacement vehicle free of charge for the duration of the repair, up to a maximum of five days (as of the time of hand over of the replacement vehicle)

The Customer undertakes to submit all statements and proxies necessary for the proper execution of body repairs.

b) Clarification of fault: The Customer may assign the clarification of fault to LeasePlan. This is carried out free of charge if liability and comprehensive insurance has been taken out via LeasePlan.

- Any damage must be reported to LeasePlan immediately in writing (in any case before bringing the vehicle to a garage), using the European Accident Report form accompanied by all documents necessary for clarifying the clarification of fault.
- In the case of the presumed fault of a third-party LeasePlan advances payment for all damage-related repair costs for the vehicle including any costs for vehicle expert (reports) for a maximum of 60 days.
- For fulfilment reasons, the Customer assigns to LeasePlan all claims against the party at fault in the accident to the amount of LeasePlan's advance payment. LeasePlan accepts this assignment.
- The Customer or driver is not entitled to assign to third parties claims for which LeasePlan must make advance payments (e.g. legal costs).
- LeasePlan is entitled, but not obliged, to assert before court such claims ceded for fulfilment reasons, against the party at fault in the accident or his comprehensive insurer.
- The costs and interest for repair work that is not covered by liability or comprehensive insurance or costs incurred, including those in connection with the prosecution, that cannot be recovered from a third party by LeasePlan based on the assignment, must be paid by the Customer immediately after being invoiced by LeasePlan.
- In case such payment by a third party can no longer be expected, LeasePlan agrees to re-cede claims to the Customer thus ceded for fulfilment purposes. If payment by a third party is effected after the termination of the Individual Agreement, LeasePlan will refund the amount to the Customer, provided that the latter has already settled this respective payment to LeasePlan.

As agreed, the processing fee may be paid either as a lump-sum (i.e. the fee is included in the management fee) or separately for each damage case in accordance with the price list. The Damage Claim Settlement is carried out free of

charge if liability and comprehensive insurance has been taken out via LeasePlan.

6.5. Fuel / Charging of E-Vehicles

The Customer can purchase fuel and vehicle-specific ancillary services and charge the vehicle at cooperation partners of LeasePlan (oil companies, providers of charging infrastructure etc.). LeasePlan is instructed by the Customer to assume the necessary administrative actions, such as ordering, blocking, the payment of invoices, cancellation of the fuel card or other virtual authorisation. The terms and conditions of the respective cooperation partner apply, which are agreed directly between the Customer and the cooperation partner. LeasePlan assumes no liability for the availability and quality of such deliveries and services provided.

The invoice is made out by the cooperation partner directly to the Customer. The Customer gives his express consent that LeasePlan may accept and pay this invoice from the cooperation partner in the name of the Customer. Such payments made for the Customer are passed on to the Customer on a monthly basis.

If applicable, LeasePlan is entitled to revoke its obligation to cover the costs for fuel/electric charging and to block the fuel card or other virtual authorisation. The Customer waives any rights of damages against LeasePlan in this case. The fuel card or other virtual authorisation described above may only be used in connection with the vehicle for which it was issued. Any costs for issuing replacement cards or changing the cards (PIN code etc.) will be charged to the Customer's account pursuant to the currently valid price list. Furthermore, the Customer must ensure that the fuel card or other virtual authorisation is only used for the contractually agreed term and only in accordance with the contractual requirements pertaining thereto and its loss is reported immediately. The Customer is liable for reimbursing LeasePlan for all costs resulting from violation of these obligations.

6.6. Rental Vehicle

The Customer is entitled to rent a car via LeasePlan at special conditions agreed for LeasePlan customers. The costs for this are passed on to the Customer. The general rental and other terms and conditions of the respective car rental company become an integral part of the rental, which then also applies analogously between the Customer and LeasePlan. LeasePlan does not assume any guarantee regarding availability of a specific type of vehicle.

IV. Product-specific regulations at the end of the contract

1. General

1.1. The selected product is determined in the Service Level Agreement /Individual Agreement. Regulations with regard to settlement at the end of the term of the contract vary depending on whether leasing or Services are concerned and whether the Customer has concluded a closed, open or flat-rate product/settlement. A further difference is made depending on whether a timely termination or non-timely termination is concerned.

1.2. Termination of an Individual Agreement is deemed **timely** if it occurs at the planned end of the term or within three months after the end of the originally planned contract term.

1.3. Termination of an Individual Agreement is deemed **non-timely** if it occurs before or more than three months after the end of the originally planned contract term or if the agreement is terminated pursuant to point I.6.

1.4. The final settlement is effected according to the following principles. Any statutory fees and taxes (e.g. VAT) resulting from the

termination of the agreement including incidental costs must be added to the amount determined in the final settlement.

2. Final Settlement for Lease Agreements

2.1. Leasing with Residual Value Guarantee (closed system): ComfortPlan, EasyPlan, ActualPlan, FinancePlan, Used Car Leasing

2.1.1. Timely Termination

- Any compensation for damages pursuant to II.8.9. described in the expert damage assessment report is charged to the Customer. Any insurance damage settlements specified in the expert damage assessment report are taken into account after payment by the insurance or credited at a later date. However, this does not apply for vehicles in Used Car Leasing.
- Due to the residual value guarantee agreed in the Individual Agreement (which does not apply in the case of Total Loss), the proceeds from the sale of the vehicle are irrelevant for the final settlement.
- Mileage overage or shortfall are settled at the rates agreed in the Individual Lease Agreement. If the total mileage calculated is exceeded by more than 10%, a kilometre surcharge increased by 40% applies. A mileage shortfall is credited up to a maximum of 10% of the agreed total mileage.
- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

2.1.2. Non-Timely Termination

- Any compensation for damages pursuant to II.8.9. described in the expert damage assessment report is charged to the Customer. However, this does not apply for vehicles in Used Car Leasing.
- In such a case there is no residual value guarantee and the Customer has to act towards LeasePlan as if the Individual Lease Agreement had been fulfilled until such time as LeasePlan's waiver of termination was submitted. LeasePlan is therefore entitled to receive the lease payments up to the first occasion when LeasePlan could have effectively terminated the Individual Lease Agreement plus a calculatory residual value, applying an interest rate calculated using the base interest rate of the Austrian National Bank effective at the end of the Individual Lease Agreement (Abrechnungsbetrag).
- The proceeds of the sale and any insurance damage settlements are deducted from the Abrechnungsbetrag. Should this give rise to a negative differential amount, this is taken into account in the final settlement.
- Mileage overage or shortfall are settled at the rates agreed in the Individual Lease Agreement. If the total mileage calculated is exceeded by more than 10%, a kilometre surcharge increased by 40% applies. A mileage shortfall is credited up to a maximum of 10% of the agreed total mileage.
- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

2.2. Leasing with Residual Value Guarantee (open system): PartnerPlan, SharePlan

2.2.1. Timely Termination

In contrast to point IV.1.2., termination for these products is deemed timely if it occurs at the end of the term or after the end of the originally planned contract term.

- Any compensation for damages pursuant to II.8.9. described in the expert report is charged to the Customer. Any insurance damage settlements specified in the expert report are taken into account after payment by the insurance or credited at a later date.

- Due to the residual value guarantee agreed in the Individual Agreement (which does not apply in the case of Total Loss), the proceeds from the sale of the vehicle are irrelevant for the final settlement.
- Mileage overage or shortfall are settled at the rates agreed in the Individual Lease Agreement. If the total mileage calculated is exceeded by more than 10%, a kilometre surcharge increased by 40% applies. A mileage shortfall is credited up to a maximum of 10% of the agreed total mileage.
- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

2.2.2. Non-Timely Termination

In contrast to point IV.1.3., termination for these products is deemed non-timely if it occurs before the end of the originally planned contract term.

- In such a case there is no residual value guarantee and the Customer has to act towards LeasePlan as if the Individual Lease Agreement had been fulfilled until such time as LeasePlan's waiver of termination was submitted. LeasePlan is therefore entitled to receive the lease payments up to the first occasion when LeasePlan could have effectively terminated the Individual Lease Agreement plus a calculatory residual value, applying an interest rate calculated using the base interest rate of the Austrian National Bank effective at the end of the Individual Lease Agreement (Abrechnungsbetrag).
- The sales price achievable on the market and any insurance damage settlements are deducted from the Abrechnungsbetrag.
- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

2.3. Leasing without Residual Value Guarantee (1:1): Actual Plan, FinancePlan

2.3.1. Timely Termination

- Should the proceeds of the sale of the vehicle exceed the outstanding capital, the Customer receives 75% of the profit, the remaining profit remains with LeasePlan. Should the proceeds of the sale of the vehicle fall short of the outstanding capital, the Customer must pay the shortfall.
- Any insurance damage settlements are deducted.
- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

2.3.2. Non-Timely Termination

- The Customer has to act towards LeasePlan as if the Individual Lease Agreement had been fulfilled until such time as LeasePlan's waiver of termination was submitted. LeasePlan is therefore entitled to receive the lease payments up to the first occasion when LeasePlan could have effectively terminated the Individual Lease Agreement plus a calculatory residual value, applying an interest rate calculated using the base interest rate of the Austrian National Bank effective at the end of the Individual Lease Agreement (Abrechnungsbetrag).
- If the actual end of the contract is after the calculated end of the contract, the Abrechnungsbetrag is determined by charging interest on the difference between the calculated and the actually charged leasing payments at the end of the contract at a percentage defined in the price list, which is then added to the calculation interest rate. The proceeds of the sale of the vehicle and any insurance damage settlements are deducted from the Abrechnungsbetrag.
- Should the proceeds of the sale of the vehicle exceed the outstanding capital, the Customer receives a maximum of 75% of

the profit. Any shortfalls are charged to the Customer in full in the final settlement.

- The used-car lump sum (Gebrauchtwagenpauschale) is charged to the Customer pursuant to the current valid price list.

3. Final Settlement for Services

In the case of the Services Fuel, Rental, Vehicle and Insurance, the actual costs and the costs already charged to the Customer are accounted for after termination of the Individual Agreement (actual cost accounting) – regardless of whether termination was timely or not. The balance is taken into account in the final settlement.

3.1. Service and Technical Repair Work / Tyres and Wheel Rims (closed system)

ComfortPlan, EasyPlan, Used Car Leasing

- The cost guarantee applies for both timely and non-timely termination, i.e. these are not taken into account in the final settlement.
- Mileage overages/shortfalls are settled pursuant to the mileage overage / shortfall rates agreed in the Individual Agreement, regardless of whether the termination of the Individual Agreement was timely or non-timely. If the total mileage calculated in the Individual Agreement is exceeded by more than 10%, a kilometre surcharge increased by 40% applies. A mileage shortfall is credited up to a maximum of 10% of the agreed total mileage.

3.2. Service and Technical Repair Work / Tyres and Wheel Rims (open system)

PartnerPlan, SharePlan

3.2.1. Timely Termination

In contrast to point IV.1.2., termination for these products is deemed timely if it occurs at the end of the term or after the end of the originally planned agreement term.

- The cost guarantee applies, i.e. these are not taken into account in the final settlement.
- Mileage overages or shortfalls are settled for Services with cost guarantee (comparison of the actual mileage in relation to the calculated, proportionate mileage) pursuant to the mileage overage/shortfall rates agreed in the Individual Agreement. If the total mileage calculated in the Individual Agreement is exceeded by more than 10%, a kilometre surcharge increased by 40% applies. A mileage shortfall is credited up to a maximum of 10% of the agreed total mileage.

3.2.2. Non-Timely Termination

In contrast to point IV.1.3., termination for these products is deemed non-timely if it occurs before the end of the originally planned contract term.

- The cost guarantee is not applied. Instead the actual costs and the costs charged to the Customer up until then (actual cost accounting) are accounted for.
- There is no settlement of mileage overage or shortfall.

3.3. Service and Technical Repair Work / Tyres and Wheel Rims without Cost Guarantee (1:1 or passing on of costs)

ActualPlan, OwnerPlan, TransferPlan

For these Services only the actual costs and the costs charged to the Customer up until then (actual cost accounting) are accounted for. The balance is taken into account in the final settlement.

4. Annual Settlement

PartnerPlan, SharePlan

The total individual results of the guaranteed costs of all terminated Individual Agreements are balanced at the end of each calendar year, i.e. a positive total balance is credited to the Customer pursuant to the Service Level Agreement and a negative balance borne by LeasePlan. The prerequisites for this are as follows:

- a) Only timely terminations can be taken into account (pursuant to IV.2.2.1. and IV.3.2.1.).
- b) No Total Loss can be taken into account.
- c) At least ten (10) vehicles must have been returned to LeasePlan in the settlement period between October 1st of the previous year and September 30th of the current year.
- d) There must be a minimum of 15 Individual Agreements in place at the beginning of the following year.

In the case of the product SharePlan, the percentage agreed in the Service Level Agreement is paid out.