

General terms and conditions (GTC) pertaining to
All-in-one Full-Service-Agreements

Art. 1 General provisions

These general terms and conditions (the GTC) form an integral part of the All-in-one Full-Service-Agreement (the All-in-one Contract) entered into by the Customer (as defined in the All-in-one Contract) with GOWAGO AG (CHE-293.685.633), Hardturmstrasse 253, 8005 Zurich (Gowago). The customer declares to have read, understood and unconditionally accepted these GTC by signing the All-in-one Contract.

Art. 2 Relationship with a leasing agreement

If the Customer has a leasing agreement (the Leasing Contract) with a leasing provider, as described in the All-in-one Contract with "Related Leasing Contract Number", Gowago may, at its sole discretion, terminate the All-in-one Contract with immediate effect in the event of a breach of the Leasing Contract. All other rights from the Leasing Contract remain intact in accordance with its contractual regulations.

Art. 3 Insurance Policies

3.1 Applicability and Eligibility

Article 3 "Insurance Policies" is only applicable when if the Customer has selected an All-in-one Contract that includes insurance as part of the package provided to the Customer. If the Customer has not selected an All-in-one Contract with insurance services, Article 3 shall not apply to the Customer.

3.2 Information

The Customer shall provide Gowago with the "Basic Information Form" as communicated by Gowago, duly completed, dated and signed in an original copy. The Customer is also committed to provide all information with a view to performing the services set out in the All-in-one Contract, including, in particular, all

the information required as well as that provided on the basic information form for insurance companies. The Customer declares that the information provided to Gowago is truthful, thorough and up-to-date. The Customer undertakes to inform Gowago forthwith about any change to the information provided to Gowago.

3.3 Entering into the insurance agreements

The Customer understands and accepts that the signing of the motor vehicle insurance agreement with the Gowago partner (Insurance Agreement), as well as the signing of the mechanical warranty agreement with the Gowago partner (Warranty Agreement) under the All-in-one Contract depends on parties other than Gowago and under no circumstances does Gowago guarantee that the Customer will be accepted by said partners. Should a partner refuse to sign the Insurance Agreement or the Warranty Agreement, the Customer shall be entitled to terminate the All-in-one Contract.

3.4 Insurance premiums for motor vehicles and mechanical warranty

Gowago shall make the following payments on behalf of and in the name of the Customer:

- premiums deriving from the Insurance Agreement to the provider named in the Insurance Agreement; and
- premiums deriving from the Warranty Agreement to the provider appointed in the Warranty Agreement. Gowago's obligation to pay the premiums is subject to full and timely payment by the Customer of any monthly payment due under the All-in-one Contract and it ceases forthwith upon termination of the All-in-one Contract.

3.5 Terms of insurance

The services provided under the Insurance Agreement and the Warranty Agreement shall

be performed by the respective providers listed in these agreements. Under no circumstances shall Gowago assume any obligations arising therefrom. Any liability by Gowago in relation to the Insurance Agreement and the Warranty Agreement, including in the event of the termination thereof, is excluded. The Insurance Agreement and the Warranty Agreement each constitute a different contractual relationship separate from each other and the All-in-one Contract. Any termination of the Insurance Agreement or the Warranty Agreement shall be done in accordance with the terms and conditions set out in these respective agreements. In the event of the termination of the Insurance Agreement or the Warranty Agreement, Gowago reserves the right to terminate the All-in-one contract with immediate effect, or to maintain the All-in-one Contract, modifying the monthly payment amounts.

Art. 4 Service and maintenance

If service and maintenance are included in the All-in-one Contract selected by the Customer by entering into the All-in-one Contract the Customer expressly declares and confirm to have read, understood and unconditionally agreed to the general terms applicable to the maintenance and tyres services as communicated to the Customer (the GTC - Maintenance and Tyres). The GTC - Maintenance and Tyres remain valid for the duration of the All-in-one contract, changes according to the GTC - Maintenance and Tyres are reserved.

Art. 5 Vehicle taxes and charges

If vehicle taxes and charges are included in the All-in-one Contract selected by the Customer, Gowago shall make payment of the Swiss motor vehicle and road taxes relating to the lease-holding of the vehicle specified in the All-in-one Contract (with the exception of federal, cantonal and property taxes) under the following conditions:

- the Customer has timely paid any monthly payment due under the All-in-one contract and in full;

- the Customer has provided Gowago forthwith and in full with a copy of any communication from the authorities related to the taxes to be settled;
- the Customer sent Gowago any payment slip (or similar document) related to the taxes to be settled forthwith. Gowago is not liable for any interest or late fees owed with regard to the payment of the taxes, unless there is gross negligence or misconduct.

Art. 6 Swiss motorway tax sticker

If Swiss motorway tax sticker is included in the All-in-one Contract selected by the Customer, Gowago shall provide the Customer with either a Swiss motorway tax sticker or an E-vignette at the following times:

- before 31 January of each year during active All-in-one Contract;
- upon entering into the All-in-one Contract, if and insofar as the Customer still does not have any sticker for the vehicle referred to in the All-in-One Contract for the year in progress. Under no circumstances shall Gowago reimburse any Swiss motorway tax sticker already acquired and it shall not make any payment in kind on behalf of the Customer.

Art. 7 Settlement of the monthly payments and adaptation of the All-in-one Contract

The Customer undertakes to make the monthly payments (monthly rate) as stated in the All-in-one Contract.

If the All-in-one Contract begins on the 15th day of the month or before, the initial monthly installment payment is due upon contract initiation and the subsequent installments are due on the first day of the following month. Consequently, the last month of the All-in-one Contract is already covered by the initial installment.

If the All-in-one Contract begins after the 15th day of the month, the initial monthly installment payment is due on the first day of the following month and the subsequent monthly installments are due on the first day of the second month after delivery.

Any delay in payment shall result in a formal notice without notification. Each reminder may

be accompanied by a late fee of CHF 30.00 and default interest of 5%. In the event of any delay in settlement of two consecutive monthly payments, any recovery measures may be taken forthwith without any prior notice. In case of late payment, the processing fees set out in www.fairpay.ch will apply.

Monthly payments are determined in line with the Customer profile upon signing the All-in-one Contract. In the event of any change in circumstances (such as moving to another canton), the monthly payments may be revised and modified. For each change of the All-in-one Contract due to a change of circumstances by the Customer, Gowago will charge the Customer an administrative fee of CHF 100.

Gowago reserves the right to revise the monthly payment amounts at any time. Any revision shall be communicated to the Customer one month in advance. In the event of an increase in the monthly payments by more than 10%, the Customer may refuse the change and terminate the All-in-one Contract from the end of a month, providing one month's prior notice. The preceding amount of the monthly payments remains due until the termination of the All-in-one Contract.

Gowago reserves the right to revise their contracts with their partner companies at any time. In case of a change in the subcontracts, the Customer has to accept them as long as there is no significant disadvantage to the Customer. Notwithstanding the above, in the event of an increase of the amount of the vehicle taxes decided by a Canton that is applicable to the Customer, the amount of the increase shall be borne exclusively by the Customer and Gowago shall have the right to charge such increase to the Customer's next invoice. Conversely, if the amount of the vehicle taxes is reduced by a Canton that is applicable to the Customer, the amount of the Customer's next invoice shall be reduced accordingly by Gowago.

Art. 8 Entry into effect, end and termination of the All-in-one Contract

8.1 Entry into effect

The All-in-one Contract shall take effect on the start date indicated in the All-in-one Contract and shall expire on the end date indicated in the All-in-one Contract.

8.2 Termination by Gowago

Notwithstanding the foregoing, Gowago may at any time terminate the All-in-one Contract with immediate effect, in particular if:

- the Customer is in arrears in the payment of two consecutive monthly instalments;
- the information transmitted by the Customer is not correct, exhaustive or up to date;
- the Customer fails to comply with any other obligation stipulated in the All-in-one Contract, these GTC's, the GTC - Maintenance and Tyres, the Leasing Contract, the Insurance Agreement, the Warranty Agreement, or any other contractual relationship binding the Customer to Gowago or to one of Gowago's partners;
- the customer terminates the Insurance Agreement or the Warranty Agreement.

8.3 Early termination of the All-in-one Contract by the Customer

An early termination of the All-in-one Contract by the Customer is only possible towards the end of a respective monthly period and must be made in writing. The All-in-one Contract will end at the end of the month following the date of the letter, provided that this is received by Gowago before the 10th of the current month.

8.4 Costs of early termination of the All-in-one Contract

The compensation required due to early termination of the All-in-one Contract includes the costs of early termination of the All-in-one Contract as well as a fixed compensation commission. For the evaluation of the maintenance and tyre costs of the vehicle, an adjustment to the effective parameters is made based on the current kilometre/mileage and duration. The calculation is retroactive from the start date to the effective end date. The resulting costs are to be paid including the fixed compensation commission in addition to the monthly installments already paid. Monthly

installments due but not yet paid will be invoiced additionally.

8.5 Compensation commission for early termination of All-in-one Contract

In the event of early termination of the All-in-one Contract by the Customer, a fixed compensation commission of CHF 250 will be charged in addition to the effective costs for the all-in-one services.

8.6 Example of early termination of All-in-one Contract

Initial start date 01.01.2019 Initial end date: 31.12.2023 Duration: 60 months Total kilometers: 100'000 Km Monthly rate incl. VAT CHF 350.00 The customer terminates the All-in-one contract early as of 31.12.2021 and thus shortens the duration by 24 months. Initial start date 01.01.2019 New end date: 31.12.2021 Duration: 36 months Total kilometers: 60'000 Km Monthly rate new incl. VAT CHF 420.00 For the services rendered during the effective contract period from 01.01.2019 to 31.12.2021 (36 months), the Customer will be charged the difference between the originally calculated and the effective costs. In this example, the Customer is charged an amount of CHF 2'520.00 incl. VAT for the All-in-one services and an additional CHF 250.00 excl. VAT compensation commission will be invoiced to the Customer.

Art. 9 Cancellation period of the All-in-one contract

9.1 The Customer has the right to cancel the All-in-one contract within 14 days of receiving his copy of the signed All-in-one contract. The cancellation must be made in writing to Gowago; a cancellation addressed to the vehicle supplier will not be accepted.

9.2 If the cancellation results in the termination of the All-in-one contract, the Customer must reimburse Gowago for the expenses and costs associated with the entering into the All-in-one Contract and the delivery of the vehicle mentioned in the All-in-one Contract within the

scope of Art. 40f of the Swiss Code of Obligations.

Art. 10 Miscellaneous provisions

10.1 No assignment or transfer

The All-in-one Contract may not be assigned or transferred without Gowago's prior written consent. In the event of assignment or transfer of the vehicle to which the All-in-one Contract relates, the Customer shall be liable for the monthly payments until the expiry of the All-in-one contract, unless there is a prior agreement in writing from Gowago.

10.2 Amendments and exemptions

Gowago may amend these GTC at any time. The Customer shall be notified in writing. In regard to any provisions deviating from the present general terms and conditions (GTC), they will only be considered valid if put in writing. If in doubt, these GTC shall prevail. Additional administrative fees for a transfer of the All-in-one cContract to another person accepted by Gowago are set at a 100.- CHF. Until this amount has been paid, the Customer shall be liable for the monthly payments until the expiry of the All-in-one Contract.

10.3 Applicable law and legal jurisdiction

Swiss law is applicable to the exclusion of any rules on the conflict of laws. The courts of Zurich, Switzerland, shall have jurisdiction in the event of disputes. The jurisdiction of mandatory legal venues with regard to insurance agreements and disputes involving consumers is reserved