



General Terms of Finance Lease Agreement

Section II

1. GENERAL

These General Terms of the Finance Lease Agreement ("the Terms") constitute Section II of the Finance Lease Agreement which lays down the general framework and procedure for communication between the Leasing Company and the Lessee, as well as setting forth the general rights and obligations of the Parties.

2. TERMS AND ABBREVIATIONS

Insurer – an insurance company, acceptable to the Leasing Company, which insures the Lease Asset in accordance with the terms and conditions of an insurance contract. A list of insurance companies is given in Section I of the Finance Lease Agreement;

Advance Payment – a payment stated as the first Lease Asset Redemption Payment in the Schedule under the "Lease Asset Redemption Payments" section;

Bank – Swedbank AS, unified registration No. 40003074764;

Banking day – a day when banks in Latvia are open for general business with customers;

Price List – a document approved by the Management Board of Swedbank Līzings SIA which is binding on the Lessee and is available on the website of Swedbank Līzings SIA at www.lizings.lv;

CSDD – VAS Ceļu Satiksmes Drošības Direkcija (Road Traffic Safety Directorate), reg. No. 40003345734;

Schedule – a document drafted by the Leasing Company which shows the Outstanding Value of the Lease Asset and sets out the dates and amounts of the Lessee's payments to the Leasing Company - the Advance Payment, the Contract Fee, the Lease Asset Redemption Payments, the Interest, and the value-added tax. The Schedule is attached to Section I of the Finance Lease Agreement as an annex;

Fee - the charge payable by the Lessee to the Leasing Company for amendment of or additions to the Agreement and or for other services provided by the Leasing Company to the Lessee as per Leasing Company's price list then in force;

LAD – Lauku Atbalsta Dienests (Rural Support Service), reg. No. **90000794228**;

Parties – the Leasing Company and the Lessee;

Contract Fee – remuneration for the analysis of the Lessee's application, for preparation and handling of the Agreement and any documents related thereto;

Contractual Payments – payments by the Lessee to the Leasing Company, such as the Advance Payment, Contract Fee, Fee, Lease Asset Redemption Payments, contractual penalties, cost of expert examination of the Lease Asset, value-added tax, service fees, and other payments due under the Agreement, under supplemental agreements forming part of the Agreement and under any annexes to the Agreement;

Agreement – Section I of the Finance Lease Agreement signed between the Parties, including any annexes and subsequent amendments thereto, and Section II of the Finance Lease Agreement "General Terms of Finance Lease Agreement" which are available in electronic form on https://www.swedbank.lv/en/pakalpojumi_uznemumiem/lizings/#liguma_noteikumi;

Lease Asset – the Vehicle or Property, specified under the Basic Terms, which is transferred to the Lessee to be held and used, and, after performance of obligations under the Agreement, owned by the Lessee;

Lease Asset's Price – the VAT-inclusive price of the Lease Asset as specified in the Basic Terms which is payable for purchase of the Lease Asset;

Lease Asset Redemption Payments – payments by the Lessee to the Leasing Company for the Lease Asset and the use thereof.

Payment reference number – a number used in the Leasing Company's accounting system in reference to Contractual Payments received from the Lessee under the Agreement;

Lease Asset's Outstanding Value – the value of the Lease Asset at a specific point in time according to the Schedule, which is equal to the difference between the Lease Asset's Price and the Lessee's Lease Asset Redemption Payments;

Seller – the person, if any, from whom the Leasing Company purchases the Lease Asset;

Purchase Agreement – the transaction in which the Leasing Company purchases the Lease Asset from the Seller;

Interest – the charge for using the finance as calculated on the basis of the Lease Asset's Outstanding Value;

Interest rate – the variable or fixed interest rate specified in the Agreement;

VAT - value added tax;

VTUA - Valsts Tehniskās Uzraudzības Aģentūra (State Technical Supervision Agency), reg. No. 90001834941.

The capitalized terms that are used in Section II of the Agreement and correspond to the title of clauses or sub-clauses used in Section I of the Agreement shall have the same meaning and have the same contents as the respective clauses and sub-clauses of Section I of the Agreement.

3. SUBJECT OF AGREEMENT

- 3.1. The Leasing Company undertakes to purchase and own (unless the Lease Asset is already owned by the Leasing Company at the time of entering into the Agreement) the Lease Asset specified by the Lessee and to transfer to the Lessee its right to receive the Lease Asset from the Seller and the right to hold, use and redeem the Lease Asset, whereas the Lessee undertakes to accept the Lease Asset in its use and holding and to make Contractual Payments in accordance with the Agreement.

4. PURCHASE AND ACCEPTANCE OF THE LEASE ASSET

- 4.1. Unless the Lease Asset is already owned by the Leasing Company, a Purchase Agreement, acceptable in form and substance to the Leasing Company, shall be entered into after the Lessee has paid the Advance Payment, Contract Fee and the VAT.
- 4.2. Prior to entering into the Purchase Agreement (if such is not signed, then prior to entering into the Agreement), the Lessee shall verify the quality of the Lease Asset and its conformity with the Lessee's requirements and shall check the legal status of the Lease Asset. The Leasing Company shall not bear any liability for the quality of the Lease Asset or its conformity with the Lessee's requirements.
- 4.3. The Lessee shall, within three Banking Days after being offered to do so by the Seller or by the Leasing Company, accept the Lease Asset by signing the Lease Asset acceptance – transfer certificate in form approved by the Leasing Company; and shall, within the same time limit:
 - 4.3.1. deliver the signed Lease Asset acceptance – transfer certificate to the Leasing Company;
 - 4.3.2. if the Lease Asset is a movable property subject to registration and if its registration with the Road Traffic Safety Directorate ("CSDD") or with the State Technical Supervision Agency ("VTUA") is not caused by the Seller, register the Lease Asset with CSDD/VTUA in the name of the Leasing Company, specifying that the Lessee is the holder thereof; If the Lease Asset is registered with VTUA, then the Lessee shall present the original of the Lease Asset's registration certificate and shall submit a photocopy of the certificate to the Leasing Company.
- 4.4. If the Lessee fails to accept the Lease Asset within the time limit and pursuant to the procedure set out herein, then the Leasing Company will have the right to accept the Lease Asset and sell it at any price it may see fit.

5. OBLIGATIONS OF THE LESSEE

- 5.1. The Lessee is authorized and has an obligation to handle all and any disputes concerning the Lease Asset, to demand, on behalf of the Leasing Company, that the Seller, if any, repairs all and any defects found with the Lease Asset, to procure that no third party restricts the Leasing Company's title to and ownership of the Lease Asset, and to enforce claims against any third party that has caused any loss to the Leasing Company through damaging the Lease Asset or through unlawful use thereof.
- 5.2. The Lessee shall have an obligation to use the Lease Asset with due care and in conformity with the purpose of its use and technical specifications thereof, complying with the requirements in relation to the use and operation of the Lease Asset as set forth by the Leasing Company, by the Seller, or by the manufacturer, and in the technical documentation.
- 5.3. The Lessee shall have an obligation to maintain the Lease Asset in a good technical condition at all times in accordance with laws and regulations of the Republic of Latvia at its own expense, including technical and warrantee maintenance and repairs of the Lease Asset according to the procedure and within time limits specified in the warrantee and/or the technical documentation, and to cause the Lease Asset to undergo and pass roadworthiness tests or other statutory technical inspection tests at CSDD or VTUA if the Lease Asset is subject to such testing under applicable legislation.
- 5.4. The Lessee may not dispose of, alienate, pledge, or otherwise encumber the Lease Asset, or any part thereof, or make it available to any third party for use without written permission by the Leasing Company. The Lessee's employees will not be considered as third parties. If the Lease Asset is made available for use to any of the aforesaid persons, the Lessee will be responsible for such persons' compliance with the obligations of the driver, user, holder or owner of the Lease Asset as set forth in applicable legislation of the Republic of Latvia; furthermore, the Lessee will remain fully liable before the Leasing Company in relation to compliance with the terms of this Agreement.
- 5.5. The Lessee shall cover all and any costs related to the purchase and use of the Lease Asset (transportation, registration, preparation for operation, etc.), including, without limitation, the cost of insurance, and the taxes and stamp duties payable under applicable legislation of the Republic of Latvia. The Lessee shall pay any fines and other payments pertaining to the Lease Asset or payable by the driver, user, holder, or owner of the Lease Asset.
- 5.6. The Lessee may not, unless expressly permitted in writing by the Leasing Company, alter the technical set of parts of the Lease Asset or make any customizations incompliant with the requirements set forth in the technical documentation of the Lease Asset or in legislation of the Republic of Latvia or that cannot be removed without causing damage to the Lease Asset. Any improvements (equipment and parts) which have been made to the Lease Asset and are impossible to be removed without damaging the Lease Asset shall become the property of the Leasing Company.
- 5.7. The Lessee shall have an obligation to keep the technical, warrantee and operational documentation related to the Lease Asset throughout the duration of the Agreement. Should any of the said documents be lost, the Lessee must take all steps required to replace the respective document or receive a duplicate thereof.
- 5.8. The Lessee shall, promptly upon being requested so by the Leasing Company, present all and any documents related to the use and insurance of the Lease Asset or the financial condition of the Lessee. The Lessee undertakes to deliver, on or before the 15th May of the current year on an annual basis, to the Leasing Company its audited / State Revenue Service approved annual report for the preceding year, and, where required so by the Articles of Association or by the resolution of the meeting of shareholders or by legislation of the Republic of Latvia, the auditor's opinion on the annual report.

- 5.9. The Lessee shall provide an opportunity for the Leasing Company to inspect the condition of the Lease Asset at any time, subject to a three days' prior notice thereof to the Lessee.
- 5.10. Limited use of or impossibility to use the lease due to damage, loss or destruction of the Lease Asset, or Lease Asset related disputes, or disputes with the Insurer will not release the Lessee from the duty to perform the obligations assumed by the present Agreement.
- 5.11. The Lessee has a duty to transfer, promptly upon being requested so by the Leasing Company, the Lease Asset to the Leasing Company in the cases specified in this Agreement, otherwise the Lessee will incur a duty to pay, when asked so by the Leasing Company, to the Leasing Company a compensation for using the Lease Asset at a rate of 1.5% of the Lease Asset's Outstanding Value per each day of use of the Lease Asset. The transferred Lease Asset must contain the original set of parts and may not have any defects or faults beyond normal wear and tear of the Lease Asset within duration of the Agreement, otherwise the Lessee shall incur a duty to cover the expenses of repair works required to restore the condition of the Lease Asset.
- 5.12. The Lessee agrees that the Leasing Company will be entitled to possession of the Lease Asset by taking hold of the Lease Asset if the Lessee fails to transfer the Lease Asset to the Leasing Company within the set time limit in the cases provided for in the Agreement. The expenses of such repossession of the Lease Asset shall be covered by the Lessee.
- 5.13. The Lessee will have a duty to promptly, but in any event within a maximum of 24h of occurrence thereof, notify the Leasing Company in writing if the Lease Asset is lost, damaged or destroyed, confiscated, or if any information suggesting that the aforesaid could occur has become available.
- 5.14. The Lessee shall notify the Leasing Company in writing within five business days if:
 - 5.14.1. the legal name or registered office or mailing address of the Lessee changes;
 - 5.14.2. the technical and/or other documents of the Lease Asset are lost;
 - 5.14.3. a prohibition has been registered over the Lease Asset;
 - 5.14.4. a resolution to dissolve or reorganize the Lessee is made or a court of law has declared and initiated the Lessee's insolvency proceedings, legal protection proceedings or extrajudicial legal protection proceedings.
- 5.15. The Lessee shall have a duty to maintain a positive equity capital of the Lessee at all times during the Agreement.

6. INSURANCE

- 6.1. Unless the Parties have agreed in the "Services" annex that insurance of the Lease Asset and the mandatory motor vehicle third-party liability (MTPL) insurance for the Lease Asset will be provided by the Leasing Company, the Lessee shall, no later than until acceptance of the Lease Asset (the signing of its acceptance – transfer certificate), take out, at its own expense, insurance for the Lease Asset against the risks listed below with any of the Insurers specified in the Agreement on terms and conditions acceptable to the Leasing Company and shall cause such insurance to continue in force at all times during the Agreement, subject to, inter alia, the following:
 - 6.1.1. If the Lease Asset is a motor vehicle, the Lessee must take out the voluntary casualty and collision (CASCO) policy and the mandatory land vehicle owner's third party liability insurance policy (MTPL). The CASCO insurance policy must provide cover against all risks, including but not limited to theft, robbery, third-party malicious damage, collision, fire, storm, hail;
 - 6.1.2. If the Lease Asset is machinery or other asset not subject to registration, then the Lessee shall take out insurance policy for the Lease Asset against all risks, including but not limited to third-party malicious damage, theft, robbery, fire, water leak, storm, hail;
 - 6.1.3. in addition to the risks referred to in Clause 6.1.1 and 6.1.2 above, the Leasing Company shall have the right to require and the Lessee shall have the duty to take out insurance against such further risks as may be specified by the Leasing Company under "Special conditions" of the Agreement;
 - 6.1.4. the Lease Asset shall be insured at the market value of the Lease Asset, including VAT as at the time of entering into the insurance contract, with the Leasing Company specified as the beneficiary in the insurance policy and with obtaining the Leasing Company's prior approval of the terms and conditions of the insurance contract;
 - 6.1.5. The Lessee shall deliver to the Leasing Company a copy of the insurance (except MTPL) policy together with the Lease Asset's acceptance – transfer certificate.
- 6.2. The Lessee shall deliver a copy of the insurance policy for the next period to the Leasing Company no later than five days prior to expiration of the current insurance policy (not applicable to MTPL policy).
- 6.3. If the Lessee fails to perform the duties referred to in Clause 6.1 or 6.2, the Leasing Company may take out insurance for the Lease Asset.
- 6.4. If the Lease Asset is a passenger car or a truck with gross mass of up to 3.5 tons and the Lease Asset's Outstanding Value, including VAT, is less than EUR 4300.00 (four thousand three hundred euros) or, if the Agreement currency is other than euro, an equivalent amount (at the exchange rate of the Bank of Latvia) in the Agreement currency, then insurance (except MTPL insurance) of the Lease Asset is optional.
- 6.5. It is the duty of the Lessee to comply with the terms of insurance policies of the Lease Asset.
- 6.6. In the event that the Lease Asset is damaged, destroyed, stolen, or has been subject to robbery, the Lessee shall perform all of the obligations stipulated in the insurance contract, followed by a prompt written notice to the Leasing Company thereof.
- 6.7. If the Lease Asset is damaged and the relevant insurance indemnity has been received, the Leasing Company shall first apply it towards the discharge of the Lessee's indebtedness and the remaining amount – towards the cost of the repairing the Lease Asset. Unless the Parties have agreed in the "Services" annex that the Leasing Company will provide insurance for the Lease Asset, the Leasing Company may require the Lessee to provide proof of the cost of repairing the Lease Asset.
- 6.8. If no insurance indemnity is paid out for the damage to the Lease Asset, the Lessee shall repair the Lease Asset at its own expense and shall continue making the Contractual Payments.
- 6.9. If insurance indemnity is received in case of destruction, theft or robbery of the Lease Asset, the Leasing Company shall first apply it towards discharging the Lessee's indebtedness and the Lease Asset's Outstanding Value, including value-added tax. If the paid insurance indemnity is not sufficient to cover the Lessee's indebtedness and

the Lease Asset's Outstanding Value, including value-added tax, then the Lessee shall pay the difference to the Leasing Company within the time period specified in the notification by the Leasing Company.

- 6.10. If the insurance indemnity paid out by the Insurer exceeds the aggregate of the Lessee's indebtedness and the Lease Asset's Outstanding Value, including value-added tax, then the Leasing Company shall pay out such difference to the Lessee on the basis of a written application, provided that the Lessee has no indebtedness under any other agreements existing between the Leasing Company and the Lessee. If the Lessee does have any indebtedness under any other agreements existing between the Leasing Company and the Lessee, then such difference will be applied towards discharging the indebtedness in question.
- 6.11. If no insurance indemnity is paid out in case of destruction, theft, or robbery of the Lease Asset and an official statement thereon has been received from the Insurer, the Lessee will have an obligation to pay its debt and the Lease Asset's Outstanding Value, including value-added tax, to the Leasing Company within the time period stated by the Leasing Company in its notification.
- 6.12. The Lessee shall represent the Leasing Company in any disputes with the Insurer on issues pertaining to refusal of insurance indemnity or the amount thereof. No ongoing disputes over refusal of an insurance indemnity or the amount thereof will exempt the Lessee from the duty to perform its obligations under this Agreement.

7. AUTHORISATION

- 7.1. Upon being requested so in writing by the Lessee, the Leasing Company shall issue a power of attorney (authorization) to the Lessee in the following cases:
 - 7.1.1. in the cases referred to in Clauses 5.1 and 6.12 of the Agreement;
 - 7.1.2. for driving (taking) out and for using the Lease Asset outside the territory of the Republic of Latvia, provided that the Lease Asset carries relevant insurance and the Lessee does not have any outstanding liabilities to the Leasing Company. The issuing of an authorization for exiting the Republic of Latvia is a paid service according to the Price List.

8. PAYMENTS

- 8.1. The Lessee undertakes to make payments within the time limits, in the amount and in the currency specified in the Schedule. If the Lessee makes any of the payments in a different currency, then the Leasing Company will, at its sole discretion, exchange the respective amount into the currency of the Schedule at the Bank's commercial exchange rate or at the exchange rate of the Bank of Latvia in force on the day the payment is received. If, following the conversion of the relevant amount, the Lessee's payment falls short of the current payment according to the Schedule, then the Lessee shall promptly cover the missing amount. All expenses associated with money transfers, deposits etc. will be covered by the Lessee.
- 8.2. Where the Parties have agreed on a variable interest rate, the Leasing Company shall calculate the Interest on the basis of the base rate and the margin rate. The margin rate is expressed as interest per annum and is constant, while the base rate is floating and it can be either Libor (London Interbank Offered Rate) or Euribor (European Interbank Offered Rate). The base rate is expressed as annual interest for a period (base rate period) specified in the Schedule, and it will change on the dates specified in the Schedule. The first base interest rate change date is specified in the first Schedule, and all subsequent changes will be on the last day of every base rate period. The Leasing Company shall deliver a new Schedule to the Lessee to the Lessee's specified address not later than 5 (five) days prior to the first payment date of the following base rate period. The Lessee will be considered to have received the new Schedule and to have read and approved it if the Lessee has not requested in writing the new Schedule from the Leasing Company before the first payment date of the following base rate period. Where the Parties have agreed on a fixed interest rate, the Leasing Company shall calculate the Interest on the basis of that rate. The fixed rate is expressed as interest per annum and is constant.
- 8.3. The Leasing Company may determine the sequence in which claims of the Leasing Company against the Lessee shall be satisfied, pursuant to provisions of the Civil Law.
- 8.4. Contractual Payments will be considered paid when they appear in the current account of the Leasing Company.
- 8.5. The calculation of Contractual Payments due from by the Lessee will be made on the basis of a month of 30 (thirty) days and a year of 360 (three hundred and sixty) days.
- 8.6. In case a Contractual Payment falls due on a public holiday or other non-business day, such payment must be made on the preceding Banking Day.
- 8.7. Should any new taxes or duties enter into force and be applicable during the Agreement, or should such conditions occur which cause the Leasing Company to incur additional expenses in connection with this Agreement or the Lease Asset due to reasons beyond the Leasing Company's reasonable control, the Leasing Company will have the right to accordingly increase the amount of the Contractual Payments without any prior notice thereof to the Lessee by sending a relevant invoice or a new Schedule to the Lessee 10 (ten) days prior thereto.
- 8.8. The Parties agree that the Leasing Company will issue invoices for Contractual Payments in electronic form and that they will be valid without signature or stamp. *Invoices shall be sent to the Lessee in electronic form to the Lessee's specified e-mail address, or, if technically possible, shall be made available on Swedbank Business Internet Banking site at <https://business.swedbank.lv/>, where the Lessee can view, print and save the Leasing Company's invoices on other media, using the means of identification (user name, password, code, etc) issued under the Remote Banking Services Agreement.

9. RESPONSIBILITY OF THE PARTIES

- 9.1. As from the signing of the Lease Asset acceptance – transfer certificate, the Lessee shall assume all contingency risk (loss of or damage to the Lease Asset) and the liability of an owner of a high-hazard source; furthermore, the Lessee shall be liable for all and any visible or hidden defects and faults of the Lease Asset.
- 9.2. The Lessee shall indemnify the Leasing Company for all and any loss and expenses incurred as a result of non-performance or undue performance of the Agreement by the Lessee, for all and any costs and loss associated with collecting Contractual Payments and with selling the Lease Asset, for loss incurred as a

result of replevin or seizure of the Lease Asset, and for all and any loss incurred by third parties as a result of the use of the Lease Asset.

- 9.3. The Leasing Company may impose a penalty for violation of Clause 4.3.1, 5.2, 5.3, 5.4, 5.6 or 5.7 of the Agreement at the rate of five per cent of the Lease Asset's Outstanding Value.
- 9.4. The Leasing Company may impose the following penalties:
 - 9.4.1. for any delay in Contractual Payments – 0.16% (zero point one six per cent) of the overdue amount per every day past due;
 - 9.4.2. for any delay in Contractual Payments exceeding 45 days – five per cent of the Lease Asset's Outstanding Value;
 - 9.4.3. for any delay in transferring the Lease Asset – three per cent of the Lease Asset's Outstanding Value for each day of delay.
- 9.5. The payment of penalty will not exempt the Lessee from the duty to perform obligations set forth in the Agreement or the duty to reimburse for loss.

10. DURATION AND TERMINATION OF THE AGREEMENT

- 10.1. The Agreement will be in force from such time as when the Lessee has paid the Leasing Company the Contract Fee, the VAT, and the Advance Payment. All obligations existing or arising under the Agreement will remain in force until and unless performed in full, including, until payment of all amounts due and payable under the Agreement.
- 10.2. Early termination of the Agreement is permissible as and when agreed so by the Parties.
- 10.3. The Leasing Company may unilaterally withdraw from the Agreement before the maturity date subject to a prior written notice if:
 - 10.3.1. the Lease Asset, at the time of entering into the Agreement, is not in the ownership and possession of the Leasing Company, and the Seller, for any reason, including due to occurrence of a contingency or an incident, has failed to deliver the Lease Asset within the time limit required under the Purchase Agreement and/or the title to and ownership of the Lease Asset fails to pass to the Leasing Company due to reasons beyond its reasonable control;
 - 10.3.2. the Lease Asset is stolen or damaged beyond repair, is missing, is seized or replevied, or a restriction has been imposed by a third party on the right to use the Lease Asset;
 - 10.3.3. the Lessee has furnished false information to the Leasing Company;
 - 10.3.4. the value of the Lease Asset has decreased by more than 30 % (thirty per cent) as compared to the Lease Asset's Outstanding Value;
 - 10.3.5. the Lessee has failed to perform in due time the obligations set forth in Clause 4.3 hereof;
 - 10.3.6. The Lessee has failed to perform or performs unduly the obligations set forth in Clause 5.2, 5.3, 5.4, 5.6, 5.7, 5.8 or 5.15 of Section II of the Agreement or under "Special Conditions" of the Agreement;
 - 10.3.7. the guarantor for the liabilities of the Lessee or the provider of the Collateral is subject to insolvency proceedings or is dissolved, or has died (if the guarantor is a natural person), or the Collateral has been lost or its value has decreased substantially, and the Lessee, within ten business days of receiving a written notice from the Leasing Company, has not entered into agreement with the Leasing Company for additional collateral acceptable to the Leasing Company;
 - 10.3.8. the Leasing Company, or any other Swedbank AS group company, unilaterally withdraws from or terminates before maturity any agreement existing between the Lessee and the Leasing Company or the respective Swedbank AS group company;
 - 10.3.9. If the Lessee fails to insure the Lease Asset in due time and manner in compliance with the terms and conditions set forth in sub-section 6 of the Agreement or fails to renew insurance in due time or fails to deliver to the relevant insurance policy to the Leasing Company as required under the Agreement;
 - 10.3.10. the Lessee is subject to insolvency proceedings, legal protection proceedings or extrajudicial legal protection proceedings, or dissolution of the Lessee is initiated; the Lessee (a natural person) has died.
- 10.4. In case of unilateral withdrawal from the Agreement by the Leasing Company, the Lessee shall have an obligation, promptly upon request by the Leasing Company, to transfer the Lease Asset to the Leasing Company or to a person authorized by the Leasing Company and to pay the Lease Asset Redemption Payments due and payable by the Lessee until such time as when the Leasing Company withdraw from the Finance Lease Agreement as well as any other Contractual Payments due to the Leasing Company under this Agreement:
 - 10.4.1. If the Leasing Company withdraws from the Agreement pursuant to Clause 10.3.1 hereof, the Lessee shall promptly pay the Leasing Company the price of the Lease Asset paid by it to the Seller.
 - 10.4.2. If the Leasing Company withdraws from the Agreement pursuant to Clause 10.3.2 hereof, the Lessee shall promptly pay the Leasing Company the Lease Asset's Outstanding Value and Contractual Payment arrears, if any.
- 10.5. If the Agreement is terminated prior to expiration or if the Leasing Company unilaterally withdraws from the Agreement (except in the cases referred to under Clauses 10.3.1 and 10.3.2), the Leasing Company shall sell the Lease Asset. A company selected by the Leasing Company shall determine the market value of the Lease Asset for this purpose. In the event that the Leasing Company fails to sell the Lease Asset at the market price within 30 (thirty) days of repossession of the Lease Asset, the Leasing Company will have the right to sell the Lease Asset at a lower price. The proceeds of sale of the Lease Asset shall be applied towards the discharge of the Lessee's indebtedness, the Lease Asset's Outstanding Value, including VAT, and the expenses associated with selling the Lease Asset. The Lessee shall, promptly upon being requested so by the Leasing Company, cover the difference between the aggregate of the Lessee's indebtedness, the Lease Asset's Outstanding Value, including VAT, and the expenses associated with selling the Lease Asset, and the price, at which the Leasing Company sells the Lease Asset to a third party.
- 10.6. If the Agreement is terminated prior to expiration or if the Leasing Company unilaterally withdraws from the Agreement, then the Advance Payment, Contract Fee, and the Lease Asset Redemption Payments, incl. VAT, will not be refunded.

- 10.7. At the end of the term of the Agreement or after early termination of the Agreement and performance by the Lessee of all and any obligations which arise out of the Agreement and of which the Parties are aware at the time when the Agreement terminates, the Leasing Company shall transfer ownership of the Lease Asset to the Lessee or, in the event of early performance of the Agreement, to a third party named by the Lessee. Transfer of ownership of the Lease Asset to the Lessee shall not prejudice the Leasing Company's right to demand performance by the Lessee of the outstanding obligations, if any, under the Agreement.
- 10.8. The Lessee is entitled to early performance of all the obligations under the Agreement. The Lessee shall pay the Leasing Company a document processing fee in case of early termination of the Agreement as per Price List.

11. MISCELLANEOUS

- 11.1. The General Terms of Finance Lease Agreement are set out on six pages and form an integral part of Section I of the Agreement. As from the day when the Parties have both signed Section I of the Agreement, these Terms shall become binding on and mandatory for the Lessee.
- 11.2. When signed, this Agreement will supersede and replace all prior negotiations, arrangements, or correspondence between the Parties.
- 11.3. All and any amendments hereto shall only be valid if made in writing and signed by the Parties.
- 11.4. All notices to and from the Parties in connection with the Agreement shall be given in writing to the address specified in the Agreement or to such other address of which one Party may have notified the other Party in writing, or shall be given via Swedbank Business Internet Banking at <https://business.swedbank.lv/>. The Lessee shall give notices to the Leasing Company via Swedbank Business Internet Banking using the means of identification (username, password, code, etc.) issued to the Lessee's representative under the Remote Banking Services Agreement. The Parties agree that a notice given via Swedbank Business Internet Banking shall be equivalent, in legal force and effect, a notice sent by post. If sent by post, a notice (except the Schedule) will be considered as received on the fifth day following the date on the stamp of Latvijas Pasts (Latvian Post) confirming acceptance of a registered letter.
- 11.5. The Parties undertake not to disclose any information arising from this Agreement to any third party, except in the cases stipulated in legislation of the Republic of Latvia and in the Agreement. The Leasing Company may make the Lessee's data and information related to the Agreement available to third parties where required so in the course of performance of this Agreement, as well as in cases where the Lessee has failed to duly comply with the terms and conditions of this Agreement.
- 11.6. This Agreement is binding on the legal successors of the Parties.
- 11.7. The Lessee may not assign any rights, obligations, or liabilities contemplated in this Agreement, neither in whole nor in part, to any third party without a written consent by the Leasing Company.
- 11.8. The Leasing Company may process the personal data of the Lessee and its representative (in accordance with the personal data processing system registered with the Data State Inspection of the Republic of Latvia under registration No. 001179) for the purposes of registration of customers, and offering, provision and maintenance of services. The registered personal data operators are listed on the website www.lizings.lv. The Leasing Company may receive personal data and information from third parties. The Leasing Company may offer its services to the Lessee by post, phone, fax, e-mail and other means of communication. The Lessee may refuse from being offered any services.
- The Leasing Company may furnish information about the Lessee and any agreements existing between the Parties to the Swedbank Group companies (enterprises/business companies belonging to the concern/group of Swedbank AB, registered with the Swedish Companies Registration Office under No. 502017-7753), incl. Swedbank AS group enterprises/business companies and personal data operators, to the extent as such information may be required for the execution of functions delegated to them.
- The Leasing Company may disclose information to and to receive information from the Bank of Latvia as and when prescribed in the Bank of Latvia's Credit Register Regulations. The Lessee may receive information included about it in the Credit Register in accordance with the procedure laid down in the Bank of Latvia's Credit Register Regulations. The Credit Register Regulations of the Bank of Latvia are available on the website of the Bank of Latvia at www.bank.lv.
- 11.9. The Parties undertake not to disclose to any third party any information arising out of this Agreement, except in the cases specified in legislation of the Republic of Latvia and in the Agreement. The Leasing Company may make the Lessee's data and information related to the Agreement available to third parties where required so in the course of performance of this Agreement. The Lessee authorizes the Leasing Company to disclose to the guarantor, surety, pledgor, commercial pledgor and/or buyback guarantor any information related to the Agreement for which a guarantee or other Collateral was provided.
- 11.10. If Section I of the Agreement is signed electronically, then these Terms will become binding on and mandatory for the Lessee when the representatives of the Parties have signed Section I of the Agreement each with their own secure electronic signature and time stamp. If a representative of a Party signs Section I of the Agreement with their electronic signature but without the time stamp, the representative will be considered to not have signed it.
- If the Leasing Company sends the Lessee the Section I of the Agreement that has been signed by the Leasing Company's employee with their electronic signature but without the time stamp, then Section I of the Agreement will not be considered to have been signed by the Leasing Company, but the Leasing Company employee's electronic signature without the time stamp will be regarded as the Leasing Company employee's endorsement made for the purpose of confirming that Section I of the Agreement has been prepared for mutual signing and ensuring that the text of the Agreement remains unchanged during the mutual signing.