

SUPPLEMENTAL CONDITIONS SMART MOBILITY LEASING

The language governing these Supplemental Conditions applicable to the General Terms and Conditions for the Private Lease Quality Mark is Dutch. In the event of a conflict between the English and the Dutch versions, the Dutch text will prevail in resolving questions with respect to interpretation of the provisions of these conditions.

These are the Supplemental Conditions for Axus Nederland B.V., trading as smart mobility leasing. These Supplemental Conditions serve to be a supplement, explanation and further elaboration to the General Terms and Conditions for the Private Lease Quality Mark.

1 Definitions

The definitions in these Supplemental Conditions have the same meanings as those given to the definitions for the General Terms and Conditions for the Private Lease Quality Mark.

2 How can I reach smart mobility leasing?

Emergency number

If you require urgent assistance due to damage or a breakdown, for instance, then you can contact us 24/7 by calling our emergency number: +31 (0)20 658 79 10.

Driver Care

You can contact the smart mobility leasing Driver Care for non-emergency questions about the vehicle, maintenance, damage, insurance and the green card. smart mobility leasing Driver Care can be reached on +31 (0)20 658 79 60, on working days between 8 a.m. and 5.30 p.m.

Sales

If you have a question about your lease agreement, or if you would like to inform us of a change of address, you can get in touch with the Sales Department on +31 (0)20 658 79 80 or info.nl@mobility.smart.com.

Complaints

smart mobility leasing's aim is to provide the best possible service. We regard complaints as an opportunity to improve the quality of our services. If you are not satisfied with our service, we kindly request you to contact smart mobility leasing.

If your complaint is not resolved to your satisfaction, then you can submit your complaint to the board of directors of smart mobility leasing. smart mobility leasing has a complaint procedure designed to ensure that your complaint is handled and settled as properly and as quickly as possible. This procedure is available on mobility.smart.com.

3 Where can I collect the vehicle from and what should I take with me?

This article is an elaboration of Article 8 of the General Terms and Conditions for the Private Lease Quality Mark.

You will receive a message from us as soon as we know where and when you can collect the vehicle. We only allow the vehicle to be collected by the person or persons with whom we have entered into a lease agreement. To be sure that the vehicle is being collected by the right person, you will always be asked to provide proof of identity. For this, you need to bring a valid identity document.

4 Is the registration certificate registered in your name or in smart mobility leasing's name?

This article is an elaboration of Article 11 of the General Terms and Conditions for the Private Lease Quality Mark.

The vehicle will be registered in your name. The Registration of Names for Leasing Companies (Registratie Tenaamstelling Leasemaatschappijen) is used for this. This means that the vehicle is filed in the RDW (National Vehicle and Driving Licence Registration Authority) vehicle registration in your name, and it is recorded in a separate register that the vehicle is the property of smart mobility leasing.

5 What happens if you drive fewer kilometres than what is stipulated in the lease contract?

If at the end of the lease period it turns out that you have driven fewer kilometres with the vehicle than the number of kilometres for which the lease agreement has been concluded, then you are entitled to a refund for undermileage.

The refund for undermileage is calculated by multiplying the amount of the undermileage (in km) by the rate for undermileage. The rate for undermileage is specified in the lease agreement. You will be paid the refund for undermileage at the end of the lease period, or it will be settled against the amount that you still owe smart mobility leasing.

6 Will the vehicle be fitted with winter tyres?

Winter tyres are optional. The vehicle will only be fitted with winter tyres if you choose this option. In that case, the following winter tyres arrangement applies:

- I. You are entitled to use one set of new winter tyres (4 tyres) for the duration of the lease period. The size of the winter tyres is the size of the so-called 'first fit' tyres, i.e. the size of the tyres that the car was fitted with ex factory. The speed specification of winter tyres may be one category lower than that of summer tyres.
- II. The winter tyres are fitted on the existing rims. A garage that we have selected will do the winter tyre swap and will store the extra set of tyres. You are not entitled to a replacement vehicle while the winter tyres are being swapped.
- III. You must ensure that the winter tyres are swapped in good time. Swapping the tyres from summer to winter tyres must take place each year in the period from October to the end of November. Swapping the tyres from winter to summer tyres must take place each year in the period from March to the end of April.
- IV. You also need to ensure that the winter tyres are exchanged if the profile is reduced to less than 4 millimetres. In that case, you are entitled to replacement winter tyres. For this, smart mobility leasing may use its free stock of winter tyres.
- V. Replacement vehicles, where applicable, will not come with winter tyres, nor will winter tyres be fitted on the vehicle.
- VI. Damage and costs due to not swapping the winter tyres in time, or allowing a garage other than the one we have selected to swap the tyres, are for your account.

7 What are the payment terms?

This article is an elaboration of Article 20 of the General Terms and Conditions for the Private Lease Quality Mark.

The lease price and all other amounts that you owe smart mobility leasing are deducted from your account via a direct debit. For this, you need to provide smart mobility leasing with a direct debit authorisation.

The lease price is owed monthly in advance on the first day of that month. All the other amounts that you owe smart mobility leasing are invoiced in arrears with a 14-day payment term and are deducted from your account automatically on or around the fifteenth of the month.

8 Where can I find the regulation for third-party liability?

This article is an elaboration of Article 25 of the General Terms and Conditions for the Private Lease Quality Mark.

The regulation for third-party liability can be found in the smart mobility leasing Insurance Conditions for Private Lease that you received from us when entering into the lease agreement. You can also find these terms and conditions at mobility.smart.com.

9 What is the arrangement for Material Damage?

This article is an elaboration of Article 25 of the General Terms and Conditions for the Private Lease Quality Mark.

The arrangement for material damage is as follows:

I. Definition of Material damage

Material damage is damage caused to or loss of the Lease Object (including the windows and doors) because of or due to:

- a. collision, impact, rolling, skidding, driving off the road, fire, explosion, self-ignition or short circuit;
- b. theft, embezzlement, break-in, vandalism, joyriding or attempts to that end;
- c. collision with wild animals, birds or freely roaming animals;
- d. natural forces, including lightning strike, flooding, hail and storms; or
- e. other sudden calamities caused by external influences.

II. Material damage at the expense and risk of smart mobility leasing

In the case of material damage, you will be required to pay a policy excess (or “deductible”) to smart mobility leasing and further damages are for the expense of smart mobility leasing. The amount of this policy excess (or “deductible”) is mentioned in the lease contract. Any amounts of policy excess (or “deductible”) will be returned to you in the case that smart mobility leasing can successfully claim material damage from a third-party.

III. Material damage at and for your expense and risk

In deviation of part II of this article (Material damage at the expense and risk of smart mobility leasing), material damage will be for your expense and risk if:

- a. it is caused during participation in competitions, driving lessons or speed, skill or performance drives or races;
- b. it is caused while giving driving lessons, during the transport of persons in exchange for payment (with the exception of carpooling), driving on race circuits or on roads that are not intended for the Lease Object;
- c. it is caused by the transport of hazardous substances or explosives;
- d. it is caused by a driver who is not in possession of a valid driving licence that is legally prescribed for the Lease Object;

- e. it is caused while the actual driver (i) was under the influence of alcohol, any intoxicating and / or stimulating substance or medication that he could not be considered capable of driving the vehicle properly, (ii) had drunk more alcohol than permitted by law and / or (iii) refused to cooperate in an alcohol or drug test upon arrest;
 - f. it is caused by actions or omissions in violation of the applicable legislation and regulations, the Lease Contract or these general terms and conditions; and/or
 - g. has arisen with your approval of or due to your intent (opzet), culpability (schuld), recklessness (bewuste roekeloosheid), negligence (nalatigheid) or negligent conduct (onzorgvuldig handelen).
- The section a. up to and including g. do not apply if you can prove that the relevant circumstances have occurred against your will and knowledge and that those circumstances cannot reasonably be attributed to you.

IV. Replacement of a tyre

In the case material damage involves the replacement of a tyre, the amount of the damage will be calculated pro-rated to the residual profile of the tyre. The residual profile is the difference between the depth of tyre profile upon replacement and the legally prescribed minimum depth of the tyre.

V. Theft

In the case of theft, the material damages will be for your expense and risk if the vehicle was not properly locked and/or the keys were not properly kept in your possession and/or if the alarm system (when installed) was not activated. In the case of theft, you are required to provide the vehicle keys to smart mobility leasing upon our request. If you do not or cannot comply with our request, it will be presumed that the material damage has been caused by negligent actions on your part, subject to proof to the contrary.

10. Do I have to pay a policy excess (also called a “deductible”) for third-party liability or material damage cover?

This article is a derogation from Article 26 of the General Terms and Conditions for the Private Lease Quality Mark.

For third-party damages there is no policy excess (deductible). For material damage there is a policy excess (deductible), as determined in article 9 part II (*Material damage at the expense and risk of smart mobility leasing*) of these Supplemental Conditions.

11. Can the policy excess (deductible) for material damage be increased?

This article is an elaboration of Article 26 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, if you have more than two claims in a 12-month period smart mobility leasing is entitled to increase the policy excess (deductible) for material damage to up to € 500.- for the rest of the lease period.

12. Do other insurances apply?

This article is an elaboration of Article 27 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, besides third-party liability insurance, there is also passenger accident insurance and legal assistance insurance. smart mobility leasing Insurance Condition for Private Lease that you received from us when entering into this lease agreement also apply to these insurances. These policy conditions define among other things what is meant by ‘passenger accident insurance’ and ‘legal assistance insurance’, and which conditions apply to the coverage.

13. What should I do if I have a third-party liability claim or material damage?

This article is an elaboration of Article 28 of the General Terms and Conditions for the Private Lease Quality Mark.

If you have a third-party liability claim or material damage, you should inform smart mobility leasing by phone as soon as is reasonably possible. You must also ensure that smart mobility leasing has received a fully completed European damage form from you within 48 hours.

In the case of theft, embezzlement, joy-riding or fraud or attempts to that end, you are required to report this to the police in order to draw up a police report.

You must refrain from making any commitments or statements towards any third parties, from which a recognition of liability on the side of smart mobility leasing could be derived.

14. What conditions apply to the emergency service?

This article is an elaboration of Articles 29 and 42 of the General Terms and Conditions for the Private Lease Quality Mark.

The conditions for break-down assistance are as follows:

I. Availability

Break-down assistance applies within the Netherlands (with the exception of the islands of Vlieland and Schiermonnikoog) 7 days a week and 24 hours a day (with the exception of the islands of Ameland and Terschelling, where break-down assistance is available from Monday to Saturday from 8:00 until 18.00 hours)

Abroad, the break-down assistance is available 7 days a week, 24 hours per day in the countries where the vehicle may be taken in accordance with article 15 of these Supplemental Conditions (with the exception of islands, deviating conditions may apply).

II. Services

Dependent on the conditions of the case, the break-down assistance consists of one or more of the following:

- a. Telephone assistance and the initial processing of your report of the breakdown or accident by the control room.
- b. Assistance on the spot.
- c. If the vehicle cannot be repaired on the spot or if the car cannot be driven or it is irresponsible to do so, then the following applies:
 - Transport of the vehicle to a garage;
 - Repatriation of the vehicle to a garage in the Netherlands (if break-down occurs abroad), if the repair takes longer than 48 hours;
 - Replacement vehicle.

III. Costs of break-down assistance that are for your expense and risk

The expenses incurred for break-down assistance are for your expense and risk if you call on the break-down assistance and the break-down is caused by your own doing. This is in any event the case if:

- a. you get stranded because your tank is empty;
- b. you filled up with the wrong fuel; or
- c. you lose the keys or you leave them in the vehicle.

15. Which countries are you allowed to take the vehicle to?

This article is an elaboration of Article 32 of the General Terms and Conditions for the Private Lease Quality Mark.

The vehicle is allowed to enter the countries mentioned below, unless the Ministry of Foreign Affairs has issued a negative travel warning for a country or part of a country.

- | | | |
|----------------------|--------------|-------------------|
| · Albania | · Germany | · Norway |
| · Andorra | · Greece | · Poland |
| · Austria | · Hungary | · Portugal |
| · Belgium | · Ireland | · Romania |
| · Bosnia Herzegovina | · Italy | · Slovak Republic |
| · Bulgaria | · Latvia | · Slovenia |
| · Croatia | · Lithuania | · Spain |
| · Cyprus | · Luxembourg | · Sweden |
| · Czech Republic | · Macedonia | · Switzerland |
| · Denmark | · Malta | · The Netherlands |
| · Estonia | · Moldavia | · Turkey |
| · Finland | · Montenegro | · United Kingdom |
| · France | · Morocco | |

16. Is a 17-year old person allowed to drive a car in line with accompanied driving (“2todrive”)?

This article is a derogation from article 32 of the General Terms and Conditions for the Private Lease Quality Mark.

No, this is not allowed.

17. Am I entitled to a replacement vehicle before 72 hours have passed?

This article is a derogation from Article 39 of the General Terms and Conditions for the Private Lease Quality Mark.

Yes, you will have access at no cost to a replacement vehicle in the case a repair or maintenance has taken longer than 48 hours. If you are given a replacement vehicle before such time, such costs will be for your own expense.

18. What will the minimum category of the replacement vehicle be?

This article is a derogation from Article 41 of the General Terms and Conditions for the Private Lease Quality Mark.

The lease contract states which category your replacement vehicle will be.

19. How are fines, administrative tax assessments for parking and such handled?

This article is an elaboration of Article 44 of the General Terms and Conditions for the Private Lease Quality Mark.

Any fines and administrative tax assessments for parking and so on are imposed on and sent directly to you because the vehicle is registered in your name. If smart mobility leasing receives a fine, parking fine or something similar despite this, you will be invoiced for it.

20. To which address should I send a termination letter?

This article is an elaboration of Article 46 of the General Terms and Conditions for the Private Lease Quality Mark.

You can send a termination letter to the following address:

smart mobility leasing
Attn The Contracts Department
P.O. Box 703
2130 AS Hoofddorp

If you entered into the lease agreement by e-mail or online, you can also terminate the lease agreement by sending the termination letter by e-mail to info.nl@mobility.smart.com.

21. How is the level of the cancellation fee determined if the lease is terminated after the first year?

This article is an elaboration of Article 47 of the General Terms and Conditions for the Private Lease Quality Mark.

The cancellation fee is calculated in two different ways:

Method 1

The cancellation fees are a fixed percentage of 40% of the combined lease fees that you would still have had to pay had you not terminated the lease.

Method 2

The cancellation fee is the difference between the combined lease fees you have paid and still have to pay until the cancellation date and the combined – higher – lease fees you should have paid up until then if you had entered into the lease agreement for the shorter term.

The lowest of these two cancellation fees is the cancellation fee that you are required to pay.

Calculation example 1

The lease price is € 200.-

The agreed lease period is 36 months.

You give cancellation notice at the beginning of the 25th month.

Method 1

If you had not cancelled the lease, you would have had to pay 12 months multiplied by € 200.- which is € 2,400.- in lease fees.

The cancellation fee therefore amounts to 40% of € 2,400.- which is € 960.-

Method 2

On entering into your lease agreement, the monthly lease fee based on a period of 24 months was € 250.- per month. The difference in the lease fee that you paid based on 36 months in comparison with the one based on 24 months is € 50.- per month.

So the cancellation fee is therefore € 50.- multiplied by the already expired term of 24 months, which is € 1,200.-

In this case the cancellation fee as calculated according to Method 1 is the lowest. This is the cancellation fee that you are required to pay.

Calculation example 2

The lease price is € 500.-

The agreed lease period is 48 months.

You give notice at the beginning of the 25th month.

Method 1

If you had not cancelled the lease, you would have had to pay 24 months multiplied by € 500.-, which is € 12,000.- in lease fees.

The cancellation fee therefore amounts to 40% of € 12,000.- which is € 4,800.-

Method 2

Upon entering into your lease agreement, the lease fee based on a period of 24 months was € 650.- per month. The difference in lease fee that you paid based on 48 months in comparison with the one based on 24 months is € 150.- per month.

So the cancellation fee is therefore € 150.- multiplied by the already expired term of 24 months, which is € 3,600.-

In this case, the cancellation fee as calculated according to Method 2 is the lowest. This is the cancellation fee that you are required to pay.

Overmileage (in km) in relation to cancellations

Under Article 15 of the General Terms and Conditions for the Private Lease Quality Mark, you are obliged to pay for overmileage kilometres at the end of the lease agreement. If you cancel the lease agreement after the first year, the number of overmileage kilometres is calculated in proportion to the agreed annual kilometres.

In the case of overmileage kilometres you are obliged to pay, on top of the cancellation fee, the supplemental amount for this overmileage.

22. What do we do with your personal data?

This article is an elaboration of Article 65 of the General Terms and Conditions for the Private Lease Quality Mark.

In the context of the performance of the lease agreement, smart mobility leasing, as the data controller, processes your personal data. smart mobility leasing processes this personal data in accordance with the General Data Protection Regulation and the smart mobility leasing privacy statement, which can be consulted at our website.

smart mobility leasing

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