



**FINANCE LEASE CONTRACT № \_\_\_\_\_**  
**WITH COMPULSORY ACQUISITION OF OWNERSHIP TITLE OVER THE LEASED ASSET**

On this day, the \_\_\_\_

**"MOGO BULGARIA" OOD**, a company registered in the Commercial Register at the Registry Agency, with UIC 204009205, with registered office and place of business: 1113 Sofia, 12 Nikolay Haytov Str., floor 2, office 3, represented by its manager \_\_\_\_\_, hereinafter called **"the Lessor"**, and \_\_\_\_\_, PIN, ID card №, permanent address, electronic mail: \_\_\_\_\_, hereinafter called **"the Lessee"**, and \_\_\_\_\_, PIN, ID card №, permanent address, electronic mail: \_\_\_\_\_, hereinafter called **"the Co-Debtor"**, have entered into the following **Contract**:

**1. LEASED ASSET:**

Brand and Model:  
Vehicle Identification  
Number:  
Engine No:  
Registration plate  
No:

**2. LEASE VALUE:**

Vehicle Price	BGN .....*
Lease Value	BGN .....*
Initial Contribution:	BGN .....*
Principal:	BGN .....*

*\*All values are final in accordance with Art. 10 of this Lease Contract.*

**3. LEASE TERM**

The Term of the Lease is \_\_\_\_ (\_\_\_\_) months.

**4. LEASE INSTALMENTS. BALLOON INSTALMENT**

- 4.1. The Lessee shall repay the Principal together with the Interest thereon in \_\_\_\_ (\_\_\_\_) monthly installments pursuant to Appendix № 1 hereto.
- 4.2. The Lessee may exercise the right under Art. 7.13 et seq. of the General Terms and Conditions and pay the Balloon Installment without any additional early repayment fee specified in 15.2 of the GTC.
- 4.3. The amount of the Balloon Installment and the period when it could be paid are listed in Appendix 1 to this Contract.

**5. INTEREST RATE**

Interest rate under the Contract is \_\_\_\_%. Interest rate shall remain fixed for the entire term of the Contract.

**6. TOTAL AMOUNT OF CREDIT WITHIN THE MEANING OF THE CONSUMER CREDIT ACT (CCA)**

Total amount of the credit is BGN \_\_\_\_ and shall include the Principal pursuant to Art. 2.

**7. TOTAL COST OF THE CREDIT WITHIN THE MEANING OF THE CCA**

Total cost of the credit amounts to BGN \_\_\_\_ and shall include:

**Amount Payable**

Type of Cost	
Interest on the Principal	BGN ____

*\*All values are final, with VAT included if such is due*

**8. TOTAL AMOUNT PAYABLE BY THE LESSEE WITHIN THE MEANING OF THE CCA**

Total amount payable by the Lessee is BGN \_\_\_\_

**9. ANNUAL PERCENTAGE RATE OF CHARGE WITHIN THE MEANING OF THE CCA**

Annual percentage rate of charge is \_\_\_\_ % and shall include: Interest on the Principal.

**10. VAT PAYMENT**

VAT treatment of the Agreement	Art. 143 of the VAT Act
VAT on Principal	Not due

**11. INITIAL COSTS**

Apart from the Initial Contribution, the Lessee shall pay the following Initial Costs at the date of signing of the Contract:

Type of Cost*	Amount Payable**
Priority review fee	BGN.... / No
Costs for the registration of the Leased Asset in Traffic Police, including state fees and first-aid kit compulsory required by Traffic Police	BGN....

*\* If the Vehicle has a first registration in the Bulgarian Ministry of Interior's Traffic Police General Directorate, in the event of purchase, notary fees and the Vehicle acquisition local tax are due, calculated on the basis of up to date Certificate for Insurance Value issued for the Vehicle. Costs are borne by the Lessee.*

*\*\*All values are final, with VAT included if such is due.*

**12. INSURANCE OF THE LEASED ASSET**

The Lessee shall be obliged to take out, on his/her account and in favour of the Lessor, the following insurances in respect of the Leased Asset:

Civil Liability Insurance	YES
Motor Vehicle Insurance covering all risks, including "Theft".	YES/NO

The Lessee shall be obliged to maintain the insurance for the Leased Asset throughout the whole Lease Term, pursuant to Section 10 of the General Terms and Conditions.

**13. LESSOR'S BANK ACCOUNT**

All amounts due under the Contract shall be paid to the Lessor's bank account as follows:

Account Holder:

Bank: \_\_\_\_\_

IBAN: \_\_\_\_\_

BIC: \_\_\_\_\_

**14. COLLATERAL ARRANGEMENTS**

The Lessee, at his/her own discretion and willing, has offered and agreed to provide the following collaterals under the present Contract:

Type:	Applicable to the present Contract
Promissory note	NO/YES,
Co-debtor	full names, PIN, ID card №, permanent address, present address, electronic mail: _____.

**15. ACQUISITION OF THE LEASED ASSET**

The acquisition of the Leased Asset by the Lessee shall be carried out according to the provisions of art. 2.5.1. of the General Terms and Conditions.

**16. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions to Financial Lease Contracts, concluded between "Mogo Bulgaria" OOD and individuals – consumers, shall apply to the present Contract. By signing this Contract, the Lessee and the Co-d Debtor declare explicitly that they have read them and accept them in full.

The terms used in the present Contract shall have the meaning specified in the General Terms and Conditions.

**SIGNATURES OF THE PARTIES:****For the Lessee:**

---

**For the Lessor:**

---

**For the Jointly and Severally Co-Debtor:**

---

**REPAYMENT SCHEDULE OF  
LEASE INSTALLMENTS**

No.	Maturity Date	Repayable portion of the Principal	Interest on the Principal	Total repayable amount as of the maturity date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
Balloon Instalment <sup>1</sup>			<sup>2 3</sup>	
12				
13				
14				
15				
16				
Etc.				

*<sup>1</sup>Under 7.13.2 of the GTC «In order to exercise its right to use Balloon Instalment, the Lessee shall pay the Balloon Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: “Balloon instalment under (Contract number)”»*

*<sup>2</sup>If the Balloon Installment is paid in full and in the specified term, all the subsequent principle and contractual interest due after the Balloon Instalment are considered to be paid off.*

*<sup>3</sup>All other remaining maturity and outstanding liabilities remain due.*

**For the Lessee:**

\_\_\_\_\_

**For the Lessor:**

\_\_\_\_\_

**For the Jointly and Severally Co-Debtor:**

\_\_\_\_\_



### TAKE-OVER CERTIFICATE

By signing the present Take-over Certificate the Parties hereby declare that as on \_\_.\_\_.\_\_, at \_\_:\_\_ o'clock, in ....., address: \_\_\_\_\_, the Lessor has remitted to the Lessee the Leased Asset under the Contract, the features of which have been described below, and together with documents and accessories specified hereinafter:

Brand and Model	.....
Vehicle Identification No.	.....
Engine No.	.....
Registration plate №	.....
Motor vehicle registration certificate, part II	
Power of Attorney for the use of the vehicle on the territory of the country	
Number of keys	
Technical and service documentation	
Emergency kit	
Mileage as on the date of signature:	.....
Other Particulars	

The Lessee has hereby accepted the Leased Asset such as it is as on the date and time of signing the present Take-over Certificate, and hereby confirms that he has carried out the relevant inspection, and the Leased Asset satisfies the requirements preliminary chosen by him/her in respect of technical characteristics and specifications. In future, the Lessee shall raise no claims against the Lessor regarding the state of the Leased Asset, its state of completion or the possibility for use and operation.

The present Take-over Certificate has been executed in two original copies, one for each of the Parties.

**For the Lessee:**

---

**For the Lessor:**

---

**POWER OF ATTORNEY FOR TAKING OUT INSURANCE AND CONSENT GIVEN ON CONDITIONS FOR  
THE INSURANCE OF THE LEASED ASSET**

The Lessor hereby authorizes the Lessee, and the Lessee gives his/her express written consent, the Leased Asset subject to this Contract to be insured as follows:

Type of Insurance:	<ul style="list-style-type: none"> <li>Motor Vehicle Insurance</li> <li>Civil Liability Insurance</li> </ul>	YES YES/NO (wrong one is crossed out)
Insurer:	.....	
Insurance Broker /Agent:	BROKER INS OOD	
Insured Sum under the Motor Vehicle Insurance	..... BGN for the first insurance period and to the amount not less than the actual value of the Leased Asset as determined by the insurer and equal at least to the amount of the rest of the Principal and the respective VAT payable as at the year of taking out of the insurance policy for further insurance periods.	
Period of insurance:	... months	
Persons who are entitled to receive the insurance compensation:	<ul style="list-style-type: none"> <li>The Lessor in the event of any „theft“ or „total damage“;</li> <li>The Lessee in the event of any insured event different than „theft“ or „total damage“;</li> </ul>	
Marking system, alarm system, immobilizer, security system	In accordance with General Terms and Conditions to the Insurance.	

The Lessee hereby expressly declares that he/she accepts and agrees on general terms and conditions set out by the above mentioned insurer and applicable to insurances subject to be taken out on the occasion of the Leased Asset. The Lessee expressly declares that he/she agrees the respective general terms and conditions set out by the insurer to apply to the insurance contract/s concluded, as well as to additional agreements thereto.

**For the Lessor:**

---

**DECLARATION BY THE LESSEE**

under art. 4, para. 7 and under art. 6, para. 5, item. 3 of the Measures Against Money Laundering Act  
to Financial Lease Contract №

I, the undersigned ....., PIN ....., holder of ID card № ....., issued on  
..... by ....., with permanent address: ....., citizenship: ....., as  
Lessee under Finance Lease Contract № (the Contract):

**HEREBY DECLARE**

that the funds provided for and which will be provided in future for the repayment of the Total amount  
payable by me under the Contract, amounting to .....(.....) BGN, as well as all other payments  
that may arise by virtue of the Contract, have the following origin:

---

*(Please specify by hand-written text the origin of your funds)*

I am aware of the criminal responsibility I bear pursuant to art. 313, para. 3 of the Penal Code for declaring  
of false data and circumstances.

Date: \_\_.\_\_.\_\_\_\_ DECLARER: \_\_\_\_\_



GENERAL TERMS AND CONDITIONS TO FINANCIAL LEASE CONTRACTS, CONCLUDED BETWEEN "MOGO BULGARIA" OOD AND INDIVIDUALS - CONSUMERS	
<b>1. DEFINITIONS</b>	
Definitions used with an initial capital letter in these General Terms and Conditions shall have the meaning set out below:	
<b>1.1. Lease Contract/Contract</b>	– financial lease contract concluded between "MOGO BULGARIA" OOD and an individual – consumer. The Lease Contract shall include individual conditions agreed between the Parties, the present GTC, the Repayment Schedule and annexes thereto.
<b>1.2. Lessor</b>	– "MOGO BULGARIA" OOD, company registered with the Commercial Register at the Registry Agency, with UIC 204009205, registered office and place of business: 1113 Sofia, 12 Nikolay Haitov Str., floor 2, office 3. The Lessor is a financial institution registered in the Register of Financial Institutions kept by BNB.
<b>1.3. Lessee</b>	– Natural person who has legal capacity and has concluded Lease Contract with the Lessor in his/her capacity as consumer within the meaning of the applicable legislation.
<b>1.4. Parties</b>	– Lessor and Lessee under Lease Contract.
<b>1.5. Supplier</b>	– Person indicated by the Lessee from whom the Lessor has acquired the Leased Asset.
<b>1.6. Leased Asset</b>	– motor vehicle designated by the Lessee, which is subject to the Lease Contract.
<b>1.7. Lease Value</b>	– cost of leasing payable by the Lessee for the Leased Asset, as indicated in the Contract.
<b>1.8. Lease Term</b>	– period of time, for which the Contract is concluded.
<b>1.9. Grace period</b>	– a period of time after the conclusion of the Contract, specified in the Repayment Schedule, in which the Principal is not paid but the Lease Instalments consisting of Interest only are due.
<b>1.10. Lease Request</b>	– standardized application form to request a lease, containing the Lessee's personal data, data on the motor vehicle, amount of the requested funding, lease term and other conditions required by the Lessor in order to assess the Lessee's creditworthiness.
<b>1.11. Standard European Form</b>	– a form by which the Lessor provides the Lessee with all the necessary pre-contractual information for the respective type of leasing in the form provided by the Consumer Credit Act.
<b>1.12. Lease Installments</b>	– cash installments payable by the Lessee, which include a portion of the Principal, Interest and VAT, in the case where it is due, in accordance with the Repayment Schedule.
<b>1.13. Repayment Schedule</b>	– annex to the Lease Contract, being an integral part thereof, where the amount and due dates for the separate Lease Installments and/or payments for deferred VAT payable by the Lessee are indicated. Unless otherwise agreed in the Lease Contract, the Lease Instalments shall be made by one of the following methods:
<b>1.13.1. Annuity method</b>	– equal monthly Lease Instalments for the entire Lease Term consisting of Principal and Interest.
<b>1.13.2. Amortization method</b>	– decreasing monthly Lease Installments, consisting of Principal and Interest, in which the Principal is paid in equal parts for the entire term of the lease;
<b>1.13.3. Bullet method</b>	– the Principal is paid once with the last Lease Installment in the end of the Lease Term and the Interest is paid in equal monthly Lease Installments for the Lease Term.
<b>1.13.4. Balloon method</b>	– Applicable for contracts with term of the lease of more than 12 (twelve) months. Includes equal monthly Lease Installments for the entire Lease Term (consisting of Principal and Interest) and an option to pay a Balloon Payment under the provisions of art. 7.13 of these GTC.
<b>1.14. Contract with mandatory acquisition of ownership</b>	– Contract under which the Lessee undertakes to acquire the ownership over the Leased Asset at the expiry of the Lease Term.
<b>1.15. Contract with an option for acquisition of ownership</b>	– Contract under which the Lessee can choose whether to acquire or not the ownership over the Leased Asset at the expiry of the Lease Term, pursuant to the provisions of art. 2.5.1.



<b>1.16. Value of the option for acquisition</b> – amount due by the Lessee at the expiry of the Term of the Lease Contract, in the event the latter decides to exercise his/her rights under art. 2.5.1 of these GTC.
<b>1.17. Initial Contribution</b> – the amount of money determined as a percentage of the Lease Value and indicated in the Contract, payable by the Lessee upon conclusion of the Lease Contract. The Initial Contribution is a kind of self-participation of the Lessee in the acquisition of the Leased Asset, and thus is not an element of the Principal.
<b>1.18. Balloon Instalment</b> – includes the remaining outstanding principle under the Lease Contract and the contractual interest for the entire period, specified in paragraph 7.13.2 of these GTC regardless of the date of payment of the instalment. The Balloon Instalment replaces the corresponding consecutive twelve (multiple of twelve) standard Lease Instalment. Upon payment, the Lessee repays all of its Principal and Interest obligations under the Contract in accordance with the provisions of paragraph 7.13 of these GTC.
<b>1.19. Principal</b> – the amount financed by the Lessor under the Contract, calculated as being the difference between the Lease Value and the Initial Contribution.
<b>1.20. Total Amount of Credit</b> – the total amount of the credit under the Contract, pursuant to § 1, item 3 of the CCA, which shall include the Principal and Deferred VAT, in the case where it is due.
<b>1.21. VAT</b> – Value added tax within the meaning given by the Value Added Tax Act.
<b>1.22. Deferred VAT</b> – VAT due by the Lessee under the conditions of art. 7.9.1.
<b>1.23. Delivery Price</b> – the amount, for which the Lessor has acquired the asset from the Supplier.
<b>1.24. Interest</b> – simple annual credit interest, the amount of which shall be indicated in the Contract and Repayment Schedule thereto.
<b>1.25. General Terms and Conditions / GTC</b> – the present general terms and conditions.
<b>1.26. Take-over Certificate</b> – a written document signed by the Parties, which shall evidence that the Leased Asset has been delivered by the Lessor to the Lessee as agreed in the Contract and these GTC.
<b>1.27. Initial Costs</b> – expenses payable by the Lessee on conclusion of the Contract, to the amount and under conditions set out in the Contract.
<b>1.28. Total Cost of the Credit</b> – Total expenditure incurred by the Lessee under the Contract within the meaning of §1, item 3 of the Consumer Credit Act, which shall be indicated in the Contract and includes:
1.28.1. Interest paid on the Principal;
1.28.2. Interest on any Deferred VAT, if the Contract provides for it;
1.28.3. Premiums paid for the Motor Vehicle Insurance, if such is a mandatory requirement for the conclusion of the Contract, and fees related thereto for the inspection of the Leased Asset;
1.28.4. Other expenditure, if specified in the Contract.
<b>1.29. Annual Percentage Rate of Charge / APRC</b> – Annual percentage rate of charge under the Consumer Credit Act. APRC shall be indicated in the Contract and calculated, with the following assumptions having been made: a) the Contract shall be valid throughout the term, for which it was concluded, and both Lessor and Lessee shall meet their obligations in compliance with the conditions and terms laid down in the Contract; b) Interest rate and other expenditure shall remain unchanged compared to their initial level, and shall apply until the expiry of the term of the Contract; c) the total amount of the credit shall be deemed to be drawn down immediately and in full. APRC includes:
1.29.1. Interest paid on the Principal;
1.29.2. Interest on any Deferred VAT, if the Contract provides for it;
1.29.3. Premiums paid for the Motor Vehicle Insurance, if such is a mandatory requirement for the conclusion of the Contract, and fees related thereto for the inspection of the Leased Asset;
<b>1.30. Total amount payable by the Lessee</b> – the total amount payable by the Lessee under the Contract within the meaning of § 1, item 3 of the CCA, which shall include: the Total Cost of

the Credit and Total Amount of Credit. The Total amount payable by the Lessee shall be specified in the Contract.	
<b>1.31. Recoverable Damages</b>	– shall mean damages suffered by the Lessor, which are subject to be recovered by the Lessee in the event of any total loss (total damage), theft or confiscation of the Leased Asset. Recoverable damages shall include:
1.31.1.	All amounts payable by the Lessee as on the date of the loss (total damage), theft or confiscation of the Leased Asset, together with respectively accrued penalties as on that date and recoverable costs due for payment;
1.31.2.	The outstanding balance of the Principal not yet due as on the date of the loss (total damage), theft or confiscation of the Leased Asset;
1.31.3.	The value added tax due for payment, which corresponds to the input tax credit used at the time of purchasing the Leased Asset by the Lessor, adjusted by a coefficient in compliance with the VAT Act in force;
<b>1.32. Jointly and Severally Liable Co-Debtor</b>	– jointly and severally liable co-debtor who ensures the fulfillment of the Contract pursuant to art. 4.2. of these GTC.
<b>1.33. Website</b>	– the Lessor's Internet site, available at <a href="http://www.mogo.bg">www.mogo.bg</a> ;
<b>1.34. Electronic form</b>	– an electronic form available on the Lessor's website with the completion of which the Lessee may file a Lease Request.
<b>1.35. E-mail</b>	– the Lessee's e-mail, as indicated either in the Lease Request, or the Contract.
<b>1.36. Tariff</b>	– tariff of the Lessor provided to the Lessee at the conclusion of the Contract, which sets the prices and fees for additional services provided by the Lessor. By signing these GTC, the Lessee declares that he/she is aware of the Tariff and agrees that the additional services of the Lessor will be charged according to the Tariff.
<b>1.37. Priority Review Fee</b>	– fee for an additional, optional service at the request of the Lease Applicant for priority review by the Lessor of a Lease Request, which ensures an accelerated processing of the Lease Applicant's bid to conclude a Lease Contract as specified in these GTC.
<b>1.38. CCA</b>	– Consumer Credit Act.
<b>2. SUBJECT OF THE LEASE CONTRACT</b>	
<b>2.1.</b>	These GTC shall govern the procedure related to the conclusion, rights and obligations of the Parties under Lease Contracts. GTC are an integral part of the Lease Contract, and they should be accepted and signed by the Lessee on its conclusion.
<b>2.2.</b>	By concluding a Lease Contract, the Lessor shall be obliged to acquire a Leased Asset from a Supplier, and to provide it to the Lessee for use.
<b>2.3.</b>	The Leased Asset and Supplier have been selected and specified by the Lessee in advance.
<b>2.4.</b>	Any risks arising from the ownership, usage, loss and damage relating to the Leased Asset shall be borne by the Lessee.
<b>2.5.</b>	The Lessor shall be the sole owner of the Leased Asset for the entire Term of the Lease Contract. The ownership right over the Leased Asset shall be transferred to the Lessee after its expiry, and in the following cases:
2.5.1.	When the Lease Contract provides for an option for acquisition agreed in favor of the Lessee – after submission of a written request pursuant to art. 12.1 of these GTC. The Lessee may exercise this right only in the event that all amounts due for payment under the Contract, including the Value of the option for acquisition, have been paid, and he/she did not otherwise fail to comply with his/her obligations under the Lease Contract.
2.5.2.	When the Lease Contract provides for a mandatory acquisition of ownership over the Leased Asset, the Lessee shall be obliged to acquire it, and the Lessor to transfer it, provided that all Lessee's obligations under the Lease Contract have been fulfilled.
2.5.3.	The Lessor may transfer the ownership over the Leased Asset to the Lessee before the expiry of the Term of the Lease as provided for in these GTC.
<b>3. TERMS AND CONDITIONS FOR APPLYING FOR LEASE</b>	
<b>3.1.</b>	The Lease Applicant may submit a Lease Request in any of the following ways:
3.1.1.	By filling in the electronic form available from the Lessor's website;
3.1.2.	By phone call to a number published on the Lessor's website;

3.1.3. By submitting a Lease Request in any Lessor's and/or its authorized partner's office.	
<b>3.2.</b>	When submitting a Lease Request, the Lease Applicant shall be obliged to fill in/state full and true data, to declare that information provided is accurate, and he/she is aware of the criminal liability for declaring false information, which he/she bears pursuant to art. 313 of the Penal Code of the Republic of Bulgaria. If any change occurs in submitted data after filing the Lease Request, the Lease Applicant shall notify the Lessor within 1 (one) working day after its occurrence.
<b>3.3.</b>	By submitting a Lease Request irrespective of the way of application provided in art. 3.1, the Lease Applicant shall give his/her explicit consent and respectively authorize the Lessor /on the grounds of the Personal Data Protection Act/ to process the personal data contained in the Lease Request. For this purpose, the Lessee shall submit, a declaration of consent for the processing of personal data according to Annex 1 of these GTC, signed by hand or a qualified electronic signature within the meaning of art. 16 of the Electronic Document and Electronic Signature Act. The signed declaration may be provided to the Lessor and after completing and submitting the electronic form under art. 3.1.1 the Lessor reserves the right to refuse to consider a Lease Request if the Applicant-Lessee does not provide the signed declaration under this art. 3.3.
<b>3.4.</b>	By submitting a Lease Request, regardless of the way chosen under art. 3.1, the Applicant-Lessee agrees that his/her personal data will be processed for the purpose of direct marketing. Data processing for direct marketing purposes involves the use of the Applicant-Lessee's data for offering goods and services to the Lessor by mail, telephone or other direct means, as well as consultation which aims to investigate the goods and services offered. The Lease Request and the electronic form expressly indicate that the Lessor may assign various direct marketing services to different providers of relevant marketing services. The Lease Request and the electronic form provides for the possibility for an explicit denial of the Applicant-Lessee: 1) his/her personal data to be processed by the Lessor for the purposes of direct marketing; and 2) to have his/her personal data submitted to third parties for the purposes of direct marketing.
<b>3.5.</b>	In the event that the Lease Applicant does not agree to give consent to the authorization under this art. 3.3, he/she should not submit a Lease Request to the Lessor.
<b>3.6.</b>	The Lessee declares that he/she is aware of the fact that all his/her statements made by using any means of distance communication, including via e-mail, via SMS, by phone, by filling in fields available on Lessor's website, etc., shall be valid and binding according to the provisions laid down in the Distance Marketing of Financial Services Act and Electronic Document and Electronic Signature Act, and thus he/she gives consent the Lessor to keep records of the above.
<b>3.7.</b>	The Lease Applicant may request and additional optional service for priority review of the Lease Request which ensures accelerated review of the Lease Applicant's bid to enter into a Lease Contract. If the services are applied for, the Lessor shall process the Lease Request with priority regardless of when it was submitted. The service is provided after receipt of the Lease Request.  The Lessor bears no liability for any delays in the provision of the service for priority review of bids for reasons out of his control, including technical problems, or for reasons for which the Lease Applicant is responsible (e.g., the Lease Applicant has turned off his/her phone, has submitted a wrong phone number, email address, etc.). In such cases, the Lessor provides the service when the reason for the delay has been revoke, within the terms above.
<b>3.8.</b>	If the Lease Applicant opts to request the additional Priority Review service, he shall pay a Priority Review Fee in a fixed amount stipulated in the Tariff.
<b>3.9.</b>	The Priority Review Fee is due by the Lease Applicant only if the Lease Request is approved and a Lease Contract is entered into and is payable along with the Initial Costs. The Priority Review Fee is not due by the Lease Applicant if the Lease Request is rejected.
<b>3.10.</b>	The additional optional service for priority review is not mandatory for entry into a Lease Contract and does not enhance the chances of the Lessee to enter into a Lease Contract.
<b>3.11.</b>	The Lease Request submission shall not be binding for and shall not obligate the Lessor to enter into a Lease Contract. In the event that the Lessor refuses to conclude a Lease Contract,

<p>he shall not be obliged to justify his refusal. When based on the performed checks in the Central Credit Register or any other database used in the Republic of Bulgaria to assess consumers' creditworthiness, the Lessor refuses to conclude a Lease Contract, he shall notify the Lessee about the result from the performed check and respective database consulted thereon without requesting consideration.</p>
<p><b>4. PRE-CONTRACTUAL RELATIONS. COLLATERAL ARRANGEMENTS</b></p>
<p><b>4.1.</b> By accepting these GTC the Lessee declares that before concluding the Lease Contract all the necessary information has been provided to him/her by the Lessor, according to his/her preferences and on the basis of contractual conditions offered by the Lessor, to compare different proposals and make an informed decision about the Contract, which is to be concluded according to the Standard European Form.</p>
<p><b>4.2.</b> In order to improve its creditworthiness and the conditions under which it may conclude a Contract, the Lessee may, at its discretion and willingness, offer security under the Contract, by designating a third party to be jointly and severally unconditionally bound to it under the provisions of art. 122 of the Obligations and Contract Act. The Jointly and Severally Liable Co-Debtor is responsible for all monetary obligations under the Contract, as well as for the payment of compensations and penalties for damages incurred as a result of its non-fulfillment. Solidarity arises with the signing of the Contract by the Jointly and Severally Liable Co-Debtor and continues until its full implementation, unless the parties agree otherwise.</p>
<p><b>4.3.</b> Before conclusion of the Contract, the Lessor shall assess Lessee's and the Jointly and Severally Liable Co-Debtor's creditworthiness on the basis of the information submitted by him/her and data available in public registers or duly obtained from third parties (data available in the Central Credit Register kept by the Bulgarian National Bank, Property Register and Commercial Register kept by the Registry Agency at the Ministry of Justice, National Revenue Agency, National Insurance Institute, Central Register of Debtors kept by the Bulgarian Chamber of Private Enforcement Agents, state and municipal registers, including the national database „Population“ and other data kept by the General Direction „GRAO“ (Civil Registration and Administration Services), credit institutions, etc.). The Lessee declares by way of Section 3 that he/she is aware of and has given his/her consent to carry out these verification checks.</p>
<p><b>4.4.</b> By accepting these GTC, the Jointly and Severally Liable Co-Debtor declares that he/she is informed and agrees that his/her personal data will be processed by the Lessor in the manner and for the purposes specified in art. 3.3. The Jointly and Severally Liable Co-Debtor shall provide his/her explicit written consent and by signing a relevant explicit declaration under the procedure of art. 3.3.</p>
<p><b>4.5.</b> By accepting these GTC the Lessee declares that: 1) his/her economic situation allows him/her to meet the conditions of the Contract in a timely manner; 2) is aware of and where necessary, has consulted a specialist on accompanying obligations thereunder, which may negatively affect his/her economic status; 3) is aware that interest rate under similar contracts made with other financial institutions or banks may be different than the one offered by the Lessor, and irrespective of the above he/she wishes to conclude the Lease Contract with the Lessor; 4) the Lessor didn't force him to conclude the Lease Contract and on his/her request has clarified the obligations arising out from the conclusion of the Contract, by answering all the questions related thereto; 5) he/she does not consider Contract Terms and Conditions as being extremely unsuitable for him/her; 6) has submitted to the Lessor all the actual information about his/her economic situation; 7) has given consent that Lessor's employees may contact him/her in relation with the submitted Lease Request or already concluded Lease Contract, while the conversation with him/her is being recorded.</p>
<p><b>4.6.</b> To improve his/her creditworthiness and conditions, under which the Contract may be signed, the Lessee, at his/her own discretion and willing, may issue in favor of the Lessor a promissory note or bill of exchange for the amounts payable in connection with the Lease Contract. The promissory note shall be issued without protest and without costs. In the event that the Lessee decided to issue a promissory note or bill of exchange, after each payment the Lessor shall adjust them in line with the outstanding amount of the debt.</p>
<p><b>5. LEASED ASSET</b></p>

<b>5.1.</b>	The Lessor shall acquire the Leased Asset from the Supplier after the conclusion of the Lease Contract and payment of the Initial Contribution, Initial Costs, and VAT payable thereon, on the part of the Lessee.
<b>5.2.</b>	The acquisition under art. 5.1 shall be made under conditions, delivery place, prices and delivery terms, which are subject to prior agreement between the Lessee and the Supplier. The Lessor shall not bear responsibility for the delivery term with reference to the Leased Asset, which is to be agreed between the Lessee and the Supplier and specified in Supplier's offer.
<b>5.3.</b>	The Lessor shall deliver the Leased Asset to the Lessee, a Take-over Certificate being signed by the Parties therefor.
<b>5.4.</b>	By signing the Take-over Certificate, the Lessee declares that he/she:
	i. Is aware and has independently agreed with the conditions, under which the Lessor will acquire the Leased Asset from the Supplier.
	ii. has chosen himself/herself and specified the type, make, model, modification, making, size, quality, design, color, included accessories and all other essential features of the Leased Asset delivered to him/her;
	iii. has carried out inspection of the Leased Asset before the conclusion of the Contract, is aware of its quality features and has made sure that it satisfies all Lessee's requirements and it is fit for ordinary use;
	iv. is aware that the Lessor does not bear responsibility for whether the Leased Asset is owned by the Supplier, whether there are any forms of attachment over it, whether any real or special pledge contracts have been concluded with respect to it (including as part of a commercial enterprise or an assembly) and whether there are other legal or factual circumstances, due to which transfer of ownership over it, as well as its registration by the competent authorities, could be contested, or that might impede its delivery for use;
	v. the Lessor has taken into consideration the conditions specified by the Lessee for the acquisition of the Leased Asset.
<b>5.5.</b>	Parties hereby agree that all risks relating to the Leased Asset pass to the Lessee as from the time of its delivery.
<b>5.6.</b>	By concluding the Contract, the Lessor shall transfer to the Lessee all his rights agreed with the Supplier and relating to the latter's general and warranty responsibility for any potential deficiencies of the Leased Asset, the Lessee being free to exercise them on his/her own. The Parties hereby agree that the Lessor shall not bear responsibility and shall provide no warranty for any deficiencies (either visible or hidden, legal or factual) of the Leased Asset, and in the event that such deficiencies occur, the Lessee shall claim his/her rights, including the rights transferred to him/her by the Lessor under this article, directly against the Supplier. The Lessee declares that he/she shall claim these rights on his/her own, in his/her own name and on his/her own behalf.
<b>5.7.</b>	The Lessor shall not be responsible for the impossibility the Lessee to use the Leased Asset due to any visible or hidden deficiencies, failures resulting from the ordinary use of the Leased Asset, wear and tear and/or making repairs, confiscation, detention or unlawful seizure by third parties, regardless of their duration. The above shall not relieve Lessee of his/her obligations to pay Lease Installments due in accordance with the initially agreed conditions, and the latter shall not consider the impossibility to use the Leased Asset as grounds for failure to comply with any of his/her obligations under the Contract, or for its termination.
<b>6. TERM OF THE LEASE CONTRACT</b>	
<b>6.1.</b>	The Lease Contract shall enter into force as of the date of its signature and is concluded for the period of time indicated therein.
<b>7. PAYMENTS</b>	
<b>7.1.</b>	The Lessee shall pay the Lease Installments, deferred VAT, if provided for in the Contract, and other payables due to the extent and within the terms as specified in the Contract and Repayment Schedule attached thereto.

<b>7.2.</b>	The Initial Contribution, together with VAT accrued thereon, if due, shall be paid by the Lessee not later than 5 (five) days after the day on which the Contract entered into force, unless otherwise provided for therein.
<b>7.3.</b>	Interest shall be determined as a fixed annual interest rate and specified in this Contract.
<b>7.4.</b>	The Parties hereby agree that where amount paid by the Lessor is not sufficient to cover all of his/her obligations, debt settlement shall be made by the Lessor in the following order:
	i. All payables due other than Lease Installments, if any, including taxes subject to payment, fees, insurance premiums, expenses relating to recovery, compensation for damages, etc.;
	ii. Late payment penalties, if due;
	iii. Lease Installments and installments to cover the deferred VAT, if any provided for in the Contract, in chronological order, as of the date of their maturity, starting with those with the earliest maturity date.
<b>7.5.</b>	The Lessee gives his/her explicit consent, in the event that there is more than one Contract concluded with the Lessee or any obligations arising out from other legal relationships between the Parties outside the scope of this Contract, payments made to and received by the Lessor, notwithstanding the grounds for their remittance specified by the Lessee, to be used, based on Lessor's decision, to settle Lessee's obligations with the earliest maturity date or of the highest value.
<b>7.6.</b>	The Lessor shall issue an accounting document to the Lessee for each amount payable. The Lessor shall send notification to the Lessee's E-mail for the accounting documents issued. If the Lessee wishes to have the accounting documents in paper form, he/she should inform the Lessor thereof upon conclusion of the Contract, and in this case he/she shall refund the actual costs incurred for delivery of each separate accounting document by mail or by courier, and pay an additional fee for submission of a document by mail or by courier. The Lessee shall notify the Lessor, if no accounting document has been received for the amount payable until the date of its maturity. The failure to receive an accounting document shall not release the Lessee from his/her obligation to pay the respective due amount on its maturity date, as specified in the Repayment Schedule or any other relevant document.
<b>7.7.</b>	In the event that the payment executed by the Lessee exceeds the due amounts under the Contract as specified in the grounds for the remittance, the Lessor shall be entitled to use the overpaid amount to settle any Lessee's obligations under another contract or to keep it as a deposit for next payment or for another amount payable under the Contract. Where there are no such payments, the Lessor shall refund the amount to the Lessee within five days of the request therefor, to a bank account indicated by the Lessee.
<b>7.8.</b>	The Lessee shall execute payments under the Contract in Bulgarian Leva (BGN). All amounts due have been specified in the Contract and Repayment Schedule thereto in Bulgarian Leva (BGN). In the event that the Lessee pays the due amounts in a currency that is different than the one agreed under the Contract, the Lessee shall be entitled to convert the payment into the corresponding currency at the exchange rate of the bank servicing his account as on the date of the payment. Possible losses or costs in connection with this currency translation shall be at the expense of the Lessee.
<b>7.9.</b>	In case of contracts involving the mandatory acquisition of ownership, the VAT (if accrued) payable on delivery of the Leased Asset may be paid by the Lessee either as a deferred payment or a lump sum payment, pursuant to the provisions laid down in the Contract:
	7.9.1. Where deferred VAT payment has been agreed, the latter shall be executed within the terms and to the amounts specified in the Repayment Schedule to the Contract. The Lessee shall owe an Interest on the deferred VAT for the period for which it was deferred, as specified in the Contract.
	7.9.2. Where lump sum VAT payment on the Leased Asset has been agreed, the Lessee shall pay it within 5 (five) working days as of the date of issuance of the accounting document by the Lessor.
<b>7.10.</b>	In case of contracts involving an option for the acquisition of ownership, the VAT (if accrued) shall be payable together with each Lease Installment.
<b>7.11.</b>	The Contract has been concluded at a rate of exchange 1.95583 BGN for 1 Euro. In the event where the rate of exchange BGN/Euro changes by more than 10 % (ten percent) according to

the average currency exchange rate, published by the BNB, then the amount of the unpaid Lease Installments shall automatically be changed. The Lessor shall notify in written the Lessee within 10 (ten) working days for the change occurred in the APRC under the Contract as a result of the above.
<b>7.12.</b> All amounts due by the Lessee to the Lessor under the Contract shall be paid to a bank account specified in the Contract. All costs related to the payment of the amounts through bank transfers or otherwise, at Lessee's choice, shall be at the expense of the Lessee. Payment shall be considered completed on date when the Lessor's account has been credited.
<b>7.13.</b> For Leases with a term of more than 12 (twelve) months where this is provided for in the contract, the Lessee may avail himself / herself of the right to pay a Balloon Instalment with which to repay early on its obligations under the Contract without having to pay early repayment fee according to item 15.2 of these General Terms and Conditions.
7.13.1. The Balloon Instalment could be paid by the Lessee in the period from the day following the maturity of the respective eleventh (multiple of eleven) standard Leasing Instalment to the maturity of the respective twelfth (multiple of twelve) standard Leasing Instalment. The payment period and amount of the Balloon Instalment are explicitly stated in the Repayment Schedule.
7.13.2. In order to exercise its right to use Balloon Instalment, the Lessee shall pay the Balloon Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: "Balloon Instalment under ( <i>Contract number</i> )"
7.13.3. In case the requirement under item 7.13.2 is not fulfilled, the Lessor will consider that the payment is made for a standard early repayment and will charge a early prepayment fee in accordance with paragraph 15.2 of these GTC.
<b>7.14.</b> The right to Balloon Installment does not limit the Lessee's right to repay the obligations under the Lease Contract in advance at any other time of the Lease Term. In this case, the Lessee will be charged early repayment fee in accordance with paragraph 15.2. of these GTC.
<b>7.15.</b> The payment of the Balloon Installment does not relieve the Lessee from its obligations to repay the remaining outstanding and outstanding amounts under the Lease Contract.
<b>8. OTHER RIGHTS AND OBLIGATIONS OF THE LESSEE</b>
<b>8.1.</b> The Lessee shall pay all amounts payable under the Contract to the extent and within the terms stipulated therein.
<b>8.2.</b> The Lessee shall act with due diligence and use the Leased Asset according to its functional intended purpose and in compliance with its technical characteristics and requirements specified by the manufacturer. The Lessee shall not be entitled to make significant changes to the Leased Asset, compared to the provided for in the technical documentation of its manufacturer, which may affect its value or quality features, without the prior explicit written consent of the Lessor.
<b>8.3.</b> The Lessee shall maintain the Leased Asset in good working condition, by using for that purpose only the services provided by an authorized service center, where such a requirement is imposed by the Supplier or the manufacturer of the Leased Asset for the purposes of its warranty service period. When there is no requirement for the use of an authorized service center, the Lessee shall use competent and specialized service centers. The Lessee shall observe manufacturer's instructions for maintenance, care and operation. All costs relating to the Leased Asset operation, maintenance and repairs shall be at the expense of the Lessee. The Lessor shall not bear responsibility for any direct or indirect damages (including any bodily injury), resulting from the failure to comply with this obligation of the Lessee, and the latter hereby accepts to compensate the Lessor proportionally in the event of any possible liability arising therefrom.
<b>8.4.</b> The Lessee shall assist the Lessor in carrying out respective procedures relating to the registration, insurance, review and putting into service of the Leased Asset, where necessary, unless the Lessee himself/herself or another person designated by the latter has been authorized to carry out the above-mentioned procedures.
<b>8.5.</b> The Lessee shall submit to the Lessor all the relevant documents necessary for the conclusion and fulfillment of the Contract, including those relating to the insurance of the Leased Asset.

<p>If individual arrangements made in the Contract or these GTC do not provide for a term for submission of the above, they are to be submitted within 2 /two/ days from the date on which they have been requested, unless compliance with Lessor's obligation toward third parties or state authorities does not require their submission within a shorter term, which is to be specified in the request.</p>
<p><b>8.6.</b> The Lessee shall pay all taxes, fees, customs duties, notary's fees, and other expenditure relating to the usage of the Leased Asset. At the expense of the Lessee shall be all insurance premiums related to the insurance of the Leased Asset, vignette charges, fines and penalty payments imposed for any administrative and other violations, including violation of the regulations on road traffic by the driver of the motor vehicle – which is subject to the Lease Contract. All bank fees and commissions for the execution of the bank transfers are at the expense of the Lessee, the amount of the latter being determined according to the tariffs applied by the servicing banks. The Lessee shall also pay all amounts due by the Lessor in his capacity as owner of the Leased Asset, irrespective of the source of these obligations, including also obligations for value added tax additionally accrued by revenue authorities in connection with the Leased Asset, on the basis of a notification sent by the Lessor, including attached evidence justifying the grounds and the amount of the obligations, under art. 17.1 of these GTC.</p>
<p><b>8.7.</b> The Lessee shall refund to the Lessor within 5 (five) working days from the issuance of an accounting documents by the latter:</p>
<p>8.7.1. Expenses exceeding in size the costs incurred for delivery and registration of the Leased Asset, as specified in the Contract;</p>
<p>8.7.2. Cost of bank fees and commissions paid by the Lessor in connection with the acquisition of the Leased Asset from the Supplier, as well as all other expenses relating to the delivery of the Leased Asset;</p>
<p>8.7.3. All amounts payable for fines or other administrative penalties imposed in connection with the transportation or usage of the Leased Asset by the Lessee, notice for which has been sent to the Lessor in his capacity as owner of the Leased Asset;</p>
<p>8.7.4. The full amount of taxes and/or fees paid by the Lessor in the event that, pursuant to the current legislation, at the time of acquisition of the Leased Asset the Lessor owes taxes and/or fees, which haven't been included in the Lease Value under the Contract;</p>
<p>8.7.5. Expenses incurred by the Lessor in connection with the insurance and additional insurance of the Leased Asset;</p>
<p>8.7.6. Expenses relating to the order and making of a duplicate key by the manufacturer of the Leased Asset, in the event that the Lessee has lost or damaged its key and the Lessor has handed over to the second key kept by him pursuant to art. 8.12 of this Contract;</p>
<p>8.7.7. Expenses incurred by the Lessor in connection with keeping or recovering the holding or ownership over the Leased Asset, subject to the Contract, or expenses relating to the conduct of litigations with third parties concerning the holding or ownership over the Leased Asset;</p>
<p>8.7.8. All expenses incurred by the Lessor in connection with the initiation, conduct or completion of any kind of legal proceedings, including, but not limited to proceedings before competent courts, incl. claims for precautionary measures and arbitration proceedings; prosecutor's office; bodies of the Interior Ministry; registry judges; enforcement agents; incl. costs of litigation, except in cases where Lessor's claim has been duly rejected. The amount of expenses incurred by the Lessor shall be established by submitting the relevant supporting documents and shall be subject to payment by the Lessee together with and irrespective of the payment of any other penalties and damages provided for in the Contract. Refunding of expenses under the present provision shall be due regardless of whether the Contract has been terminated or not as on the date of initiation of the respective legal or arbitration proceedings;</p>
<p>8.7.9. Expenses related to the entry of the Contract in the Central Register of the Registered Pledges (CRRP), as well as expenses for additional entries relating to the individualization of the Leased Asset, any renewal or deletion of entries, in the amount according to the tariff applicable as at that time;</p>



	8.7.10. Expenses incurred by the Lessor in connection with the recovery of holding over the Leased Asset in case of Contract termination due to failure to fulfill the Leased Asset, when the Lessee hasn't returned the Leased Asset within the terms and under conditions laid down in Section 14, as well as expenses incurred by the Lessor under provisions set out in art. 14.5.
<b>8.8.</b>	The Lessee shall store all documents inherently connected to the use of the Leased Asset under the present Contract, which have been made available to him/her. In the event that such a document has been lost or damaged, the Lessee shall notify the Lessor thereof within 2 (two) days and undertake all the necessary actions to provide a duplicate or another replacement document within the shortest statutory deadlines.
<b>8.9.</b>	The Lessee shall immediately inform the Lessor within 1 (one) day about any legal or factual action of third parties in respect of the Leased Asset or any parts thereof that threaten or damage the Lessor's rights and undertake at his/her own expense all the necessary and recommended actions to prevent damage or seizure of the Leased Asset. The Lessee shall be obliged to notify thereof and assist the competent authorities, as well as to require the issuance of documents necessary to establish the occurrence of the event, as provided for in the law.
<b>8.10.</b>	The Lessee shall have the right to obtain, upon request and for free, at any time throughout the Contract implementation, an extract in the form of a Repayment Schedule for all executed and future payments. The Repayment Schedule shall indicate due payments and terms and conditions for the execution of these payments, and contain a breakdown of each Lease Installment, showing the repayment of the Principal, Interest calculated on the base of the interest rate, VAT, if due, and where applicable, additional costs. In the event that the interest rate has not been fixed or where additional costs may be changed according to the Contract, in the Repayment Schedule it shall be clearly indicated that the information contained in the schedule shall be only valid up to any subsequent change of the interest rate or additional costs in accordance with the Contract.
<b>8.11.</b>	The Leased Asset may be used in Bulgaria and in other countries, for which the Lessor has given a prior written approval. The Leased Asset shall be used by the Lessee and/or any persons authorized therefor by him/her in compliance with: a) all instructions and operation guidelines provided by the manufacturer, and b) provisions laid down in the legislation being into force on the territory of the country where the Leased Asset is at the time being. The Lessor has the right to receive and the Lessee is bound to provide, information about the geolocation of the Leased Asset at all times for the duration of the Lease Contract. By signing these GTC, the Lessee states that he is aware and does not object to the Lessor placing a global positioning system on the Leased Asset for the purposes of the fulfillment of the obligations of the Lessee under this article.
<b>8.12.</b>	The Lessee shall provide the Lessor with a second key for the Leased Asset, provided that:
	8.12.1. In the event that the Supplier delivers the Leased Asset to the Lessee with only one key, the latter shall ensure, at his/her own expense, that a duplicate key is made, so that it is provided to the Lessor within 1 (one) month of the date of signing the Take-over Certificate.
	8.12.2. In the event that the key has been lost or damaged, the Lessee may obtain the second key from the Lessor, in which case he/she shall ensure, at his/her own expense, that a duplicate key is made, so that it is provided to the Lessor within 1 (one) month from the date of its loss / damage.
<b>8.13.</b>	The Lessee shall not be entitled to dispose of the Leased Asset or any part thereof in favour of third parties, including to provide it as security in the form of a special or real pledge (separately or as part of a commercial undertaking or assembly), to sell, exchange, donate it, etc., without the explicit written consent therefor by the Lessor.
<b>8.14.</b>	The Lessee shall be obliged to provide access to the Lessor in compliance with the provisions set out in art. 9.5.
<b>8.15.</b>	On Lessor's request, the Lessee shall be obliged to give his/her consent for the entry of the Lease Contract in the Central Register of the Registered Pledges at the Ministry of Justice, as well as all other additional entries, if required. Expenses related to these entries have been determined in the Tariff for the state fees collected by the Central Register of the Registered Pledges under the Special Pledges Act and shall be borne by the Lessee.

<p><b>8.16.</b> The Lessee shall be entitled, at any time, to repay in full or partially his/her obligations under the Lease Contract after submission of a request to the Lessor, and in this case art. 15.2 of the present GTC shall apply. The Lessor shall not be entitled to refuse the early repayment under the Lease Contract. In the event of a partial early repayment under the Lease Contract, the Lessor shall respectively update the interest and costs under the Lease Contract, included in the value of the financing. In cases provided for in the preceding sentence, Parties under the Lease Contract shall sign an additional agreement together with a new repayment schedule.</p>
<p><b>8.17.</b> The Lessee shall undertake to pay the costs relating to the insurance and additional insurance of the Leased Asset throughout the Lease Term, as well as to comply with all other obligations in connection with the insurance and additional insurance of the Leased Asset in accordance with the requirements laid down in Section 10 of the present GTC. The Lessee shall observe all requirements of the GTC to the respective insurance policy, including after expiry of the Lease Term or in case of early repayment, but prior to the transfer of the ownership right over the Leased Asset. The Lessee shall observe the requirements of the Insurer to install, pay for and maintain marking systems, alarm system, immobilizer and security system on the Leased Asset, as well as observe the requirements related to the performance of initial and further inspections of the Leased Asset.</p>
<p><b>9. OTHER RIGHTS AND OBLIGATIONS OF THE LESSOR</b></p>
<p><b>9.1.</b> The Lessor shall acquire and deliver the Leased Asset to the Lessee, after payment has been made to cover the Initial Contribution, Initial Costs and VAT due thereon.</p>
<p><b>9.2.</b> The Lessor shall provide the Lessee with a notarized power of attorney for the use of the Leased Asset on the territory of the Republic of Bulgaria, member states of the European Union and Serbia, the latter having the right to re-authorize therefor persons chosen by him/her and approved by the Lessor.</p>
<p><b>9.3.</b> The Lessor shall, upon fulfillment of all Lessee's contractual obligations, transfer to the Lessee the right of ownership over the Leased Asset pursuant to the provisions laid down in Section 12 of the present GTC.</p>
<p><b>9.4.</b> The Lessor shall, upon fulfillment of all Lessee's contractual obligations, give immediately consent for the deletion of the entry made in respect of the Lease Contract in the Central Register of the Registered Pledges at the Ministry of Justice at the time where the Contract has been registered. Under the same conditions the Lessor shall give consent for the release of all securities and burdens used to guarantee his receivables under the Contract, including return to the Lessee all bills of exchange or promissory notes issued by the latter.</p>
<p><b>9.5.</b> The Lessor shall be entitled to carry out inspections on the Leased Asset at any time throughout the Lease Term. The Lessee shall provide access to the Leased Asset within 3 (three) days of the request made by the Lessor.</p>
<p><b>9.6.</b> The Lessor shall be entitled to make changes unilaterally to the Total Cost of the Credit on the occurrence of objective changes in the pricing of any of its components that are independent of the Lessor – such as an increase in administrative fees for registration by the competent state authorities, increased insurance premiums payable under the Contract, etc.</p>
<p><b>9.7.</b> The Lessor shall be entitled to refuse to issue any documents requested by the Lessee, in the event that the latter failed to comply with any of his/her obligations under the Contract.</p>
<p><b>9.8.</b> The Lessor shall be entitled to hold a set of keys for the Leased Asset, including in cases provided for in art. 8.12 of the present GTC.</p>
<p><b>9.9.</b> In the event that he has been advised by the insurer that an insurance premium has not been paid, or by tax administration that taxes related to the ownership or usage of the Leased Asset have not been paid, or any other amounts payable by the Lessee under the Contract have not been refunded, the Lessor shall be entitled to deduct the above amounts from the first Lessee's payment received, and shall issue an accounting document in compliance with the applicable legislation.</p>
<p><b>9.10.</b> If the Leased Asset is new or second hand, but covered by roadworthiness and functionality warranty, the Lessor, in his capacity as buyer of the Leased Asset, shall authorize the Lessee to exercise in full the rights arising out from the warranty liability of the Supplier or manufacturer. The authorization shall be considered to be given upon signature of the Contract. If the Leased Asset does not meet the quality requirements or reveals any</p>

<p>deficiencies for whatever reason, the Lessee shall file and address all his/her warranty liability-related claims only against the Supplier or manufacturer, but not against the Lessor. In the event that the Leased Asset, subject to the Contract, has been purchased second hand and/or the warranty period has expired, according to the offer chosen by the Lessee, the Lessee shall bear all risks relating to its roadworthiness and fitness to perform the necessary functions. Non-compliance on the part of the manufacturer and/or Supplier of the Leased Asset with their obligations arising out from relevant warranty liability shall not release the Lessee from his/her obligations under the Contract.</p>
<p><b>10. INSURANCE OF THE LEASED ASSET</b></p>
<p><b>10.1.</b> The Lessee shall take out and maintain Civil Liability Insurance of the Leased Asset for the whole Lease Term.</p>
<p><b>10.2.</b> When provided for in the Contract, the Lessee shall take out Motor Vehicle Insurance of the Leased Asset in favour of the Lessor. The insurance shall be taken out with insurance company or through insurance broker or agent approved by the Lessor. The insurance shall cover all risks, including "Theft". The Lessee shall maintain the insurance for the whole Lease Term. Upon conclusion of the Contract, the Lessee shall give his/her explicit written consent to the choice of an insurer, an insurance broker/agent and the terms of the insurance under this Section, which shall become an integral part of the Contract.</p>
<p><b>10.3.</b> The sum insured under the insurance policies for the Leased Asset shall be not less than the actual value of the Leased Asset as determined by the insurer and equal at least to the amount of the Lease Value (for the first insurance) / the rest of the Principal (for further insurances) and the respective VAT payable as at the year of taking out of the insurance policy.</p>
<p><b>10.4.</b> The payment of insurance premiums under the present section is at the expense of the Lessee. The Lessee shall renew the expiring insurances himself without needing any special notice thereof from the Lessor.</p>
<p><b>10.5.</b> The Lessee shall submit to the Lessor the original Motor Vehicle Insurance policies of insurances concluded according to present section and the Contract not later than 2 (two) days after the Take-over Certificate has been signed. After renewal of the insurance, if a new policy has been issued, the Lessee shall submit the latter to the Lessor not later than 1 (one) day after its renewal, together with a copy of the protocol for marking of the Leased Asset, should such be required. The renewal shall be performed before expiry of the insurance coverage under the previous insurance.</p>
<p><b>10.6.</b> Should the Lessee not perform his/her obligations to take out insurance or to pay an installment for the insurance premium for the Leased Asset according to the present section and the Contract, as well as when agreed between the parties, the Lessor may conclude insurance and/or pay the due installment for the insurance premium in his own name and for the account of the Lessee. In such case the Lessee shall refund the insurance premium paid by the Lessor within 5 (five) days after receiving notice that the insurance has been taken out or that the due installment for the insurance premium has been paid and pays an additional service fee – administration of Leased Asset insurance, determined in accordance with the Lessor's Tariff. Should the Lessee not refund the due amounts, the Lessor may deduct these amounts from the first payment received from the Lessee, in which case he shall issue respectively an accounting document according to the applicable law.</p>
<p><b>10.7.</b> The Lessee shall observe all provisions of the insurance policy taken out and the applicable GTC thereto regarding the validity of the respective insurance, including after expiry of the Lease Term or in case of early repayment, but prior to the transfer of the ownership of the Leased Asset. The Lessee shall observe the requirements of the insurer to install, pay for and maintain marking systems, alarm system, immobilizer and security system on the Leased Asset, as well as observe the requirements related to the performance of initial and further inspections of the Leased Asset.</p>
<p><b>10.8.</b> In the event of occurrence of an insurance event, the Lessee shall immediately inform the Lessor, the insurer and the competent authorities, and act according to the instructions, requirements and within the terms stipulated in the contract with the insurer, by undertaking all the necessary actions for the protection of Lessor's rights and interests.</p>

<b>10.9.</b>	In the event of termination of the insurance contract and provided that at that time the Contract is not terminated, irrespective of the reason for termination, the Lessee shall immediately notify the Lessor about the termination of the insurance contract.
<b>10.10.</b>	In the event of total loss or theft of the Leased Asset, the insurance compensation shall be paid to the Lessor as its owner.
<b>10.11.</b>	In the event of total loss or theft of the Leased Asset, the Lessee shall not be released from his/her obligation to pay the due amounts as per the Contract, according to the original agreement and the valid Repayment Schedule, until payment of the insurance compensation or refusal by the insurer, or until expiry of the Lease Term in the cases it precedes the payment of the compensation. If the insurance compensation is not paid until expiry of the Lease Term and should the Lessee has fulfilled all obligations under the Contract, the Lessor shall transfer to him his rights towards the Insurer.
<b>10.12.</b>	If the insurance compensation paid by the insurer at the date of its payment (in the cases such compensation has been paid before expiration of the Lease Term) exceeds the amount of Recoverable Damages, the Lessor shall deduct these amounts from the insurance compensation and pay the rest to the Lessee within 10 days after the compensation has been paid by the insurer.
<b>10.13.</b>	If the compensation paid by the insurer (in the cases such compensation has been paid before expiration of the Lease Term) is less than the Recoverable Damages, the Lessor shall keep the whole insurance compensation and the Lessee shall pay to the Lessor the difference within 10 (ten) days after receipt of the insurance compensation.
<b>10.14.</b>	In case of theft or total damage of the Leased Asset, the Lessor shall terminate the Contract by written notice at the time of payment of the insurance indemnity or the date when the insurer waives the insurance indemnity. Relations between the parties and other outstanding payments are governed by this Section and the other provisions of the Contract and the GTC.
<b>10.15.</b>	Should an insurance event occur which has led to partial damage of the Leased Asset, the expenses related to the recovery of the damage shall be settled according to the GTC and the practice of the insurer.
<b>10.16.</b>	Should partial damage be recovered by payment of insurance compensation to the Lessee, the latter shall, before recovery of the damage by payment of the insurance compensation, equip himself with a certificate from the Lessor that the Contract is in force at that time. The Lessee shall use the received insurance compensation with the only purpose to repair the damages of the Leased Asset and submit to the Lessor evidence thereof within 1 (one) month from the date he has received the insurance compensation from the insurer. Should the insurance compensation be insufficient for full repair of the damages of the Leased Asset, the Lessee shall make repairs on his own account and submit to the Lessor evidence thereof within the same term.
<b>10.17.</b>	The Lessee shall not be released from his/her obligations for payment in full of the due Lease Installments and other sums due as per the Contract according to the original agreement and the valid Repayment Schedule when the Leased Asset cannot be used due to the occurrence of an insurance event, which has led to partial damage of the Leased Asset and/or detention of the Leased Asset for investigation, expertise etc., and/or repair, notwithstanding their duration.
<b>10.18.</b>	Should partial damage of the Leased Asset occur, the Lessee shall additionally insure the Leased Asset up to the extent of the insured sums stipulated in art. 10.3. Should the Lessee fail to fulfill this obligation, the Lessor shall have the right to insure additionally the Leased Asset for account of the Lessee up to the extent of the initial sum insured without overinsurance of the Leased Asset. The Lessor shall have the same right also when the Lessee has insured initially the Leased Asset for a sum under the extent of the insured sums, stipulated in art. 10.3. In such case the Lessee shall refund the insurance premium for the additional insurance paid by the Lessor within 5 (five) days after receipt of the notice for its payment. Should the Lessee not refund the due amounts, the Lessor shall have the right to deduct them from the first payment received from the Lessee by issuing respectively an accounting document according to the applicable law.
<b>10.19.</b>	In the event of theft or total loss within the meaning of the GTC of the insurance of the Leased Asset and following refusal (full or partial) of the insurer for payment of insurance

<p>compensation, notwithstanding the reasons for the refusal (due to, including, but not limited to not renewed insurance policy, not paid insurance premium, absence or failure of the respective marking / traceability system, not performed inspection of the Leased Asset or non-fulfillment by the Lessee of the GTC of the insurance), the Lessee shall owe and pay to the Lessor the Recoverable Damages within 15 (fifteen) days after receipt of the refusal. If the Leased Asset is only partially damaged, the Lessee may choose to pay only the costs for its repair and to continue the effect of the Contract without any change, by submitting evidence for the repairs in an appropriate term agreed between the Parties.</p>
<p><b>10.20.</b> In the event of theft of the Leased Asset within the meaning of the GTC of the insurance and full refusal of the insurer to pay the insurance compensation for any reason and only in the case the Lessee has fulfilled completely his/her obligations under the Contract, should after the Contract termination the Leased Asset be found and its holding be restored validly to the Lessor by the competent authorities, the Lessee shall have the right to acquire the ownership right on it. The right of the Lessee under the present provision shall lapse within 6 (six) months from the date of the written notice of the Lessor to the Lessee.</p>
<p><b>10.21.</b> In the event of total loss of the Leased Asset within the meaning of the GTC of the insurance and full refusal of the insurer to pay the insurance compensation for any reason and only in the case the Lessee has fulfilled completely his/her obligations under the Contract, the Lessee shall have the right to acquire the ownership right on the remains of the Leased Asset without having any right of objection in regards of its condition. The Contract for transfer of the ownership right on the remains of the lost Leased Asset shall be in written form. Should any of the indicated conditions be not fulfilled, the Lessee returns the remains to the Lessor within 5 (five) days after invitation of the Lessor.</p>
<p><b>10.22.</b> Should the Lessee have fulfilled the obligations under art. 10.19, the Lessor shall transfer to the latter his rights for claims and objections against the insurer.</p>
<p><b>11. TRANSFER OF RIGHTS. SUBLEASING</b></p>
<p><b>11.1.</b> The Lessee may not provide the Leased Asset to third parties with or without consideration in the form of sublease, rent, loan for use and other similar relationships as well as transfer to or assign a third party with his/her right or obligation deriving from the Contract, except with the explicit written consent of the Lessor.</p>
<p><b>11.2.</b> The Lessee (and the Jointly and Severally Liable Co-Debtor, if any) confirms that he/she is notified and agrees that the Lessor may at any time transfer its receivables and all of his/her rights under the Contract to third parties. The Lessor confirms that he/she is aware and agrees that for the purposes of the transfer under this art. 11.2, the Lessor shall disclose and provide to third parties concerned any information and data relating to the conclusion and performance of the Lease Contract, including the personal data of the Lessee/ the Jointly and Severally Liable Co-Debtor gathered upon conclusion or in connection with the execution of the Lease Contract. The Lessee is informed and agrees that the Lessor is not required under the applicable law to inform the Lessee of his/her intention to transfer to a third party his/her lease rights when continuing to administrate the Contract in regard to the Lessee under arrangement with the new creditor.</p>
<p><b>11.3.</b> The Lessee agrees that in cases of transfer of rights of third parties under the procedure of art. 11.2, the Lessor shall have the right (but is not obliged) to continue to process the payments under the lease Contract and to perform the Leased Asset activities in favor of and on behalf of the third party to whom he has transferred his/her rights under the Lease Contract. In such cases, insofar as the Lessee has not been formally notified in writing that his/her obligations have been transferred and are to be performed for the benefit of a third party, the Lessee shall continue to make payments of the due amounts under the Lease Contract in the bank or other account as agreed in the Lease Contract, explicitly specified in writing to the Lessee by the lessor. In addition, the Lessee agrees that the Lessor has no obligation to notify the Lessee that he/she will act on behalf of the third party to whom he/she has transferred his/her rights under the Lease Contract. In such cases, the payment of the amounts by the Lessee to the Lessor is considered a valid execution of the Lessee's obligations under the Lease Contract.</p>
<p><b>11.4.</b> In the event that the Lessor transfers his/her rights under the Lease Contract without continuing to administrate the Contract in regard to the Lessee in accordance with an</p>

agreement with the new creditor, the Lessee will be explicitly notified to the E-mail specified by the Lessor and, from the time of the notification, to make payments to the new creditor in the manner and on the bank account specified in the notification.
<b>11.5.</b> The Lessee agrees with the Lessor to disclose the following information for the purpose of public disclosure, including on his/her or another internet site, of his/her willingness to transfer his/her claims under lease contracts: the Lessee's gender, the location (city) of the Lessee as per his/her permanent address, monthly amounts payable by the Lessee, leasing contract costs, the Lessee's credit history without personal or other identifiable Lessee data, Lessee's age, vehicle model, vehicle colour and year of production of the vehicle, engine, mileage, price, vehicle photos. In such disclosure, the Lessor will not disclose any data identifying the Lessee, including disclosure of the name, PIN, telephone number, e-mail, address and photo of the Lessee, as well as the Leased Asset's registration number.
<b>12. ACQUISITION OF THE LEASED ASSET</b>
<b>12.1.</b> In case of Contracts with agreed option in favor of the Lessee for acquisition within the meaning of art. 2.5.1, the Lessee shall inform the Lessor in writing whether he/she is willing to acquire the Leased Asset simultaneously with the payment of last Lease Installment and not later than 10 (ten) working days prior to expiration of the Lease Term. In such cases:
12.1.1. The Lessee shall have the right to acquire the Leased Asset at price equal to the Value of the option for acquisition, defined in the Contract.
12.1.2. Should the Lessee declare that he is willing to acquire the Leased Asset he shall pay all unpaid at that time obligations under the contract together with the Value of the option for acquisition.
12.1.3. Should the Lessee expressly refuse or fail to express his explicit will for acquisition of the Leased Asset within the time specified in art. 12.1 of these GTC, the ownership right shall not be transferred to him. The Lessee shall return the Leased Asset to the Lessor according to Section 14 of the present GTC.
<b>12.2.</b> In case of Contracts with mandatory acquisition of ownership within the meaning of art. 2.5.2 of the present GTC, the Lessor shall transfer the ownership right of the Leased Asset to the Lessee after payment of the last Lease Installment and all other amounts due as per the contract, including deferred VAT, if provided for in the Contract.
<b>12.3.</b> The Lessor shall also have the right to acquire the ownership over the Leased Asset prior to expiry of the Lease Term on the condition that he/she will pay the unpaid outstanding balance of the Principal and the Value of the option for acquisition, if due, together with all other due amounts under the Contract, including deferred VAT, if provided for in the Contract. The obligation of the Lessor for transfer of the ownership arises only on condition that the Lessor does not have any other non-fulfilled obligation under the Contract. In such cases art. 15.2 of the present GTC shall apply.
<b>12.4.</b> The Lessee shall receive the Leased Asset in the condition as it is at the moment of the transfer of the ownership, without having the right of any objections to the Lessor in regard of its condition, completeness or ability for use and operation.
<b>12.5.</b> In all cases listed above the ownership right over the Leased Asset shall be transferred to the Lessee by separate agreement for transfer of the ownership with notarization of the signatures, which the parties shall conclude within 7 (seven) working days after payment of the due amounts. The transfer of the ownership shall be performed in Lessor's office or in authorized partner's office.
<b>12.6.</b> All costs, taxes and charges for the transfer of the ownership over the Leased Asset shall be for account of the Lessee.
<b>12.7.</b> Should any of the obligations under the Contract be not fulfilled by the Lessee and/or by the Jointly and Severally Liable Co-Debtor, or should obligations under another contract concluded with the Lessor be not fulfilled, notwithstanding in which capacity the parties have concluded it, the Lessee shall not have the right to claim for acquisition of the ownership over the Leased Asset or any other lease property, subject of any of the contracts and shall return them to the Lessor after expiry of the term of the contract, by virtue of which they have been provided. The same shall apply in the cases where the Lessee and/or any of the Jointly and Severally Liable Co-Debtor/s are related entities (within the meaning of Section 1, paragraph

2 of the Bulgarian Commerce Act) with another natural person or legal entity which has concluded lease contract and/or another contract or agreement with the Lessor.
<b>13. RIGHT OF WITHDRAWAL. TERMINATION OF THE CONTRACT</b>
<b>13.1.</b> The Lessee shall have the right, without any compensation or penalty, and without stating a reason, to withdraw from the concluded Lease Contract, within 14 (fourteen) days from the date of conclusion of the Contract. In this case the Lessee shall owe recovery of the expenses incurred by the Lessor to public administrative authorities, which are not reimbursable.
<b>13.2.</b> The right of withdrawal from the concluded Lease Contract shall be deemed to be exercised provided that the Lessee has sent written notice to the Lessor in paper form before expiry of the deadline as per art. 13.1 to the seat of the Lessor as set out in art. 1.2 of the present GTC.
<b>13.3.</b> When exercising his/her right of withdrawal from the Contract the Lessee shall pay to the Lessor the Principal indicated in the Contract within 15 (fifteen) days from the date of exercising the right of withdrawal, together with interest for the period from the date of takeover of the Leased Asset till the date of refund of the Principal, the outstanding part of the deferred VAT, if due, as well as all other outstanding payments under the Contract due on the date of the withdrawal, against which the Lessor shall transfer the ownership pursuant to art. 12.5.
<b>13.4.</b> The Contract shall terminate:
i. upon fulfillment of all obligations of the Parties at the expiry of the Lease Term;
ii. upon early repayment of the Lease Contract and exercising of the Lessee's right under art. 12.3 of the present GTC;
iii. by mutual agreement of the parties;
iv. in the cases set out in art. 10.14 of the present GTC, and
v. By exercising the right of withdrawal by the Lessee as per art. 29 of the CCA.
<b>13.5.</b> The Lessor shall have the right to terminate the contract:
i. In the case of delay of payment of the Initial Contribution, a Lease Installment, VAT, Initial Costs, costs due for refund pursuant to art. 8.7 of the present GTC, or any other payment due by the Lessee by more than 5 (five) days;
ii. When the Lessee has not provided the agreed security, or when the security provided by the Lessee has proved unenforceable towards third parties and/or ceases to be suitable for implementation; upon opening of bankruptcy or winding-up proceedings of the Jointly and Severally Liable Co-debtor – legal entity, should such be indicated in the Contract;
iii. When the Lessee uses the Leased Asset in a manner different from the agreed, or endangers its integrity;
iv. When the Lessee has not taken over the Leased Asset and/or has refused to sign the Take-over Certificate on the date the Lessor is ready to hand it over;
v. When the Lessee has not repaired the damages of the Leased Asset upon occurrence of partial damage and/or has not submitted to the Lessor evidence of the damages repair, whether or not the insurance compensation has been received or the partial damage itself amounts to insurance event;
vi. When the Lessee has submitted incorrect data or incorrect documents, or false documents which have influenced or are capable to influence the assessment of the Lessor for approval of the Lease Request or the conclusion of the Lease Contract;
vii. When the Lessee has not provided access to the Leased Asset, has not given the required notifications, or has not submitted the documents required by the Lessor to which he would be entitled according to the present Contract or in his capacity as owner of the Leased Asset.
viii. When the Lessee has not fulfilled his/her obligations under art. 8.2, 8.3, 8.11, 8.13 of the present GTC;
ix. When the Lessee failed to fulfill any other of his obligations under the Contract, after expiry of a suitable period granted by the Lessor for fulfillment of the obligation;
x. In case of non-fulfillment of an obligation of the Lessee and/or the Jointly and Severally Liable Co-debtor under another contract concluded with the Lessor, notwithstanding in which capacity the parties have concluded them;

<b>13.6.</b>	The termination as per art. 13.5 items i) – ii) of the present GTC shall be exercised by sending written notice by the Lessor to the Lessee without prior notice, and the Contract shall be deemed to be terminated from the date indicated in the notice. As per item iii) – x) the Contract shall be terminated upon one week's written notice, except for the cases where the infringement cannot be repaired within the term of the notice in which event the Contract is deemed terminated on the date of receipt of the termination notice.
<b>13.7.</b>	The Lessor may also terminate the Contract with unilateral notice without prior notice:
	i.if the Supplier is not in position to deliver the Leased Asset
	ii.should there be any obstacles for duly registration /re-registration / regularization of the Leased Asset; and/or
	iii.In the case that after acquisition of the ownership over the Leased Asset by the Lessor, it has proved to be burdened with special pledge, distraintment or other burdens which might oppose the Lessor.
<b>13.8.</b>	The Contract shall be terminated in case of confiscation of the Leased Asset in favor of the state, as from the date of entry into force of the judgment which has laid down the confiscation. In this case the Lessee shall owe to the Lessor payment of the Recoverable Damages from the date of entry into force of the judgment.
<b>13.9.</b>	The Lessee may not terminate the Contract unilaterally, except in the cases prescribed by law. The circumstance that the Lessee has stopped using the Leased Asset or has not the possibility to use it for any reason (except in the cases when this is due to deliberate wrongful act of the Lessor in infringement of the clauses of the Contract) shall in no case be deemed to be termination of the Contract, and shall not discharge the Lessee from his/her Contract obligations, including payment of the agreed sums to the Lessor.
<b>13.10.</b>	Should the Contract be terminated for any reason, the Lessor shall keep all sums paid by the Lessee as remunerations for its use. The termination shall be valid henceforth.
<b>13.11.</b>	In case of termination of the Contract by the Lessor, the latter shall be entitled to compensation for all incurred damages and the implementation costs, including the costs for return of the Leased Asset, which have occurred in court proceedings or in an out-of court settlement.
<b>13.12.</b>	In case of termination of the Contract for any reason, the Lessor shall have the right to offset the sums due by the Lessee from the amount of VAT, provided that at the moment of termination of the Contract VAT has been overpaid by the Lessee and is subject to recovery by the Lessor.
<b>13.13.</b>	In case of termination of the Contract for any reason, except of termination upon fulfillment of all obligations of the Parties and acquisition of the Leased Asset by the Lessee, all rights towards the Supplier connected with the general and warranty responsibility for possible deficiencies of the Leased Asset shall be transferred back to the Lessor.
<b>13.14.</b>	The Lessee may not claim against the Lessor for the value or payment of any improvements the Lessee has made on the Leased Asset, including in cases of termination of the Contract for any reason, even when the Lessor has agreed with the improvements.
<b>13.15.</b>	In case of termination of the Contract irrespective of the reasons thereof, The Lessee shall not be released from his/her Contract obligations to compensate the Lessor for damages incurred by the latter due to non-fulfillment of the Contract, including when the damages have occurred or have been detected after termination of the Contract.
<b>14. RETURN OF THE LEASED ASSET</b>	
<b>14.1.</b>	Within 2 (two) days from termination of the Contract for any reason, except of termination upon fulfillment of all obligations of the Parties and acquisition of the Leased Asset by the Lessee, the latter shall submit to the Lessor the Leased Asset, together with all its belongings and accompanying documents, at place indicated by the Lessor. The transportation and handing over shall be for the account and at the risk of the Lessee.
<b>14.2.</b>	Upon handing over of the Leased Asset, the Parties shall sign a protocol for the actual state of the Leased Asset. The Lessee should return the Leased Asset in good condition, except of the normal wear. The Lessor shall have the right to assign to a third party (who carries out supply and sale of spare parts and consumables for motor vehicles and/or vehicle repairs) to make



an assessment of the price of the visible shortages or damages of the Leased Asset stated in the protocol for the return, and this assessment shall be binding for the Lessee.
<b>14.3.</b> The damages found, including damages which could not be discovered by the normal inspection when handing over, shall be repaired for the account of the Lessee at market prices within 5 (five) days after signing the protocol as per art. 14.2, or after sending a notice to the Lessee in the case the damages have been discovered later.
<b>14.4.</b> Should the Leased Asset be not returned to the Lessor within the term indicated in art. 14.1 of the present GTC, the Lessee shall authorize the Lessor to perform the obligation as per art. 14.1 of the present GTC on his behalf and for his account.
<b>14.5.</b> Should the obligation as per art. 14.1 of the present GTC be not performed, the Lessor shall have the right to announce the Leased Asset for investigation as appropriate and to undertake enforcement proceedings. The related costs shall be for the account of the Lessee.
<b>15. COMPENSATIONS AND PENALTIES</b>
<b>15.1.</b> In the case of delay of payment of any monetary obligation of the Lessee, the Lessor shall be entitled to default statutory interest on the delayed sum for the period of delay.
<b>15.2.</b> In the case of early repayment pursuant to art. 8.16, the Lessee shall owe to the Lessor fee in amount of: (i) 1% of the early repaid sum, where the remaining Lease term exceed 1 (one) year, or (ii) 0,5% of the early repaid sum, where the remaining Lease term is less than 1 (one) year.
<b>15.3.</b> In the case of delay of the fulfillment of the obligation for return of the Leased Asset as per art. 14.1, the Lessee shall be liable to compensation for the use of the Leased Asset without justification for every calendar month following the date on which the Lessee should have returned the Leased Asset until the date of its real return. The compensation shall amount to the last matured Lease Installment before the occurrence of the obligation for return of the Leased Asset.
<b>15.4.</b> Should the agreement for transfer of the ownership on the Leased Asset be not signed within the term as per art. 12.5 of the present GTC by fault of Lessee, it owes to the Lessor compensation of 0.03% (zero-point zero three percent) on the Lease Value for every calendar day of delay.
<b>15.5.</b> In the case of termination of the Contract by fault of the Lessee, the Lessee shall owe compensation amounting to 3 (three) Lease Installments. The compensation shall be calculated based on the last 3 (three) matured Lease Installments before the termination of the Contract.
<b>15.6.</b> Provided that at the moment of termination of the Contract by the fault of the Lessee, the Leased Asset has run more kilometers than set forth below, the Lessee shall owe to the Lessor compensation of 0,3% (zero-point three percent) on the Lease Value of the Leased Asset for every started 1000 (one thousand) km over the limited mileage. This mileage has been determined based on an average monthly amount of 3 000 km (three thousand) and shall be calculated in proportion for the period of use of the Leased Asset.
<b>15.7.</b> Provided that the Lessee rejects without reason to receive the Leased Asset and/or to sign the Take-over Certificate on the date when the Lessor/the Supplier is ready to hand it over, the Lessor shall have the right to calculate compensation to the extent of 0.3% (zero-point three percent) on the Lease Value, for each calendar day until the Take-over Certificate has been signed.
<b>15.8.</b> In case of total or partial non-performance of the Lessee's obligation under art. 10.16 to use the resulting insurance compensation for recovering of the damages to the Leases Asset, the Lessee pays a penalty to the Lessor to the extent of the portion of the insurance compensation received that was not used to recover the damage.
<b>15.9.</b> In the case of total loss of the Leased Asset through fault of the Lessee, due to which the insurance compensation has not been paid to the Lessor, besides the amounts as per art. 10.19 of the present GTC, the Lessee shall owe, as well compensation to the extent of the rest of the Interest which could be due, should the Contract remain in force for the whole Lease Term.
<b>15.10.</b> In the event of non-fulfillment of his/her obligations under articles 3.2, 8.2-8.9, 8.11, 8.14-8.15, 8.17, 10.4-10.9, the Lessee owes a penalty of 1% (one percent) of the residual amount

of the Principal, without prejudice to the Lessor's right to seek compensation for actual damage suffered above that amount or the liability of the other penalties provided for in these GTC.
<b>15.11.</b> In the event of non-fulfillment of his/her obligations under articles 8.1., 10.1-10.3, the Lessee owes a penalty of 5% (five percent) of the residual amount of the Principal, without prejudice to the Lessor's right to seek compensation for actual damages above that amount or the liability of the other penalties provided for in these GTC.
<b>15.12.</b> If the Lessee does not fulfill his obligation under art. 14.1 or the Leased Asset cannot be returned to the Lessor for reasons due to non-performance of the obligations of the Lessor under the Contract or these GTC, including in the event of loss (total or partial) or theft of the Lease asset, due to the Lessor not taking the care due by a diligent steward the Lessee shall pay a default to the Lessor in the amount of the remaining Principal under the Contract as of the date of termination.
<b>16. PERSONAL DATA</b>
<b>16.1. Consent of the Lessee for the processing of personal data</b>
16.1.1. When entering into relations with the Lessor or when stating an intention to do so, the Lessee grants his consent to the Lessor to process personal data of the Lessee (to collect, store, hold, change, sort, use, make requests and draw excerpts, delete, transfer, publish, etc.) in accordance with the internal procedures of the Lessor and for the relevant purpose and to the relevant extent. The consent for personal data processing is granted by the Lessee with the signing of the declaration-consent for personal data processing in Annex 1, which is a mandatory condition for the entry into a Lease Contract.
16.1.2. The Lessor can process personal data of the Lessee if the data is processed for:
16.1.2.1. the performance of obligations stipulated in the enacted legislation (e.g., obligations arising from the Measures Against Money Laundering Act, responding to request of a regulatory bodies or persons, etc.)
16.1.2.2. the performance contracts entered into with the Lessee or to guarantee the performance of the contract. This exception does not apply to sensitive personal data.
<b>16.2. Categories and purposes of personal data processing</b>
16.2.1. Mogo processes personal data of the Lessee in order to perform the rights and obligations arising out of the legislation in force and the contract entered into with the Lessee. Mogo processes the following personal data of the Lessee for these purposes:
16.2.1.1. <b>personal data</b> (e.g., name, personal ID No, date of birth, language of communication, ID documents, relationships with third parties, etc.) in order to verify the identity of the Lessee;
16.2.1.2. <b>contact data</b> (e.g. address, e-mail address, phone number, etc.), in order to provide the Lessee contract information, offers and advertisements of the services of the Lessor or other companies of the Mogo Group and partners of the Lessor;
16.2.1.3. <b>information about the competence of the Lessee</b> (e.g., education, employment, profession, etc.) in order to evaluate the competence of the Lessee and to provide appropriate financial services;
16.2.1.4. <b>financial information</b> financial information (information about the debt, income and other property, regularity of payments, dependants, etc.) in order to evaluate the creditworthiness of the Lessee, to keep the principles of responsible lending and to offer appropriate financial services to the Lessee;
16.2.1.5. <b>information about the source of funds</b> (e.g., information about the employer, business partners, business, etc.) in order to determine the reliability of the Lessee and to prevent money laundering and terrorism financing;
16.2.1.6. <b>information about the transactions and the terms and conditions negotiated between the Lessee and the Lessor with regard to the transaction</b> (e.g., information about the contracts, active and terminated, between the Lessor and the Lessee, information about the performance of the contracts and the breaches, information about applications and requests submitted by the Lessee, etc.) in order to evaluate the reliability and the

creditworthiness of the Lessee and to fulfill the agreement or protect the rights of the Lessor (e.g. by sending notices for repayment of debt or use as evidence in a dispute);
16.2.1.7. <b>information about the location of the Leased Asset</b> for the purposes of the fulfilment of the contractual obligation of the Lessee to ensure the constant access to up-to-date information about the location of the Leased Asset for the duration of the Contract;
16.2.1.8. <b>information received during the performance of statutory obligations</b> (information received during an investigation, data for participation of the Lessee in money laundering or financing of terrorism, etc.), in order to assess the reliability of the Lessee;
16.2.1.9. <b>information of the scope of services, habits, preferences and the satisfaction of the Lessee</b> (e.g., age of the Lessee, frequency in the use of the services, satisfaction of the Lessee, etc.), in order to improve the services and methods for assessment of creditworthiness used by the Lessor, and to make statistical analyses and surveys of the market share of the Lessor's Group, the offers, services and other financial indicators.
16.2.1.10. all abovementioned information is used for the purposes of verification and improvement of the technical solutions, services and models used by the Lessor for providing services to lessees, risk management by the Lessor and for the performance of statistical and financial analyses.
16.2.2. Based on the lessee's consent, the Lessor processes the Lessee's personal data for the following purposes:
16.2.2.1. <b>contact data</b> (e.g. address, e-mail address, phone number, etc.), in order to provide the Lessee information about products, services and promotions offered by the Lessor, other companies of the Mogo Group and partners of the Lessor;
16.2.2.2. <b>information from the satisfaction surveys with the participation of the Lessee</b> is used for the improvement of the quality of services and preparation of statistical surveys and analyses;
16.2.2.3. <b>information provided by the Lessee in promotional games</b> , is used in accordance with the terms of the relevant game or campaign.
16.2.3. The main purposes of the processing of all categories of personal data are listed in paragraphs 16.2.1 and 16.2.2 under these GTC. The lessor may process personal data from the relevant category for purposes other than those listed in 16.2.1 and 16.2.2 if that is necessary for the performance of the agreement entered into between the Lessee and the Lessor or other legitimate interests of the Lessor.
16.2.4. In order to supplement or verify the data provided by the Lessee with regard to the initiation of the relations with the Lessor, or to take related decisions, or to carry out the necessary checks in accordance with the relevant legislation, the Lessor may collect information for the Lessee from other companies of the Mogo Group or other third parties (e.g., in order to verify the employment with an employer the Lessee has declared), from legally available public databases, and from public sources (e.g., data from the Property Register, population registries, etc.). The lessor may collect information from Bulgarian or foreign credit and financial institutions if this is necessary for the calculation of the capital adequacy for credit risk, arising out of the history of payments of the Lessee, to apply the principles of responsible lending and to carry out the surveys required under the Measures Against Money Laundering Act.
16.2.5. The Lessee is informed that the means related to the Lease Contract are transferred from the funds of a third party and may be used to settle obligations of the Lessor to third parties; the Lessee is therefore aware that if it is necessary to check the obligations of the Lessor and the Lessee, the Lessor may transfer later that to such a third party.
<b>16.3. Disclosure and transfer of personal data by the Lessor to third parties (categories of recipients)</b>
16.3.1. The Lessor shall disclose and transfer personal data of the Lessee to the following third parties in Bulgaria, Latvia and other third parties within the EU and the EEA, and the persons within such third parties authorized to process personal data, in accordance with the purposes for personal data processing listed in these GTC's:
16.3.1.1. Legal entities within the Mogo Group, in order to establish the identity of the Lessee, to assess his reliability, to provide financial statements on group level and to ensure

compliance with the requirements for prevention of money laundering and terrorism financing. A list of countries where companies from the Mogo Group are established is available on Mogo's website <a href="http://www.mogo.bg">www.mogo.bg</a> .
16.3.1.2. Service providers of Mogo (guarantors, security holders, notary publics, providers of communication, media, information, marketing, postal and archiving services; providers of information systems support services; companies maintaining debt registries, debt collection agencies, credit history registries, persons providing legal services, etc.);
16.3.1.3. Credit history registries, in order to assess the credit risk of the Lessee, to apply the principles of responsible lending and the measures under the Measures Against Money Laundering Act;
16.3.1.4. Insurance brokers and insurance companies for the purposes of entering into and renewing insurance policies related to the vehicle granted under the Lease Contract.;
16.3.1.5. New creditors under assigned claims;
16.3.1.6. Other parties, in order to protect infringed or disputed rights of the lessor;
16.3.1.7. Persons, to whom the Lessor has the right or obligations to provide data under the legislation in force (financial supervision authorities, auditors, tax and customs authorities, consumer protection authorities, courts, bailiffs, other competent bodies);
16.3.1.8. Creditors of the Lessor in order to provide information for the assets of the Lessors and/or to guarantee the performance of the obligations, including information about claims from clients of the Lessor;
16.3.1.9. Persons providing debt collection services and/or administrating debtor databases (including public databases), in order to secure the collection of the receivables due by the Lessee and to publish information in debtor databases;
16.3.1.10. Persons providing credit history services (including, but not limited to, credit bureaus and credit information service providers) and/or services related to the administration of credit history data bases (including public data bases), , in order to ensure the protection of the economic interests of the Lessor and to control the obligations of the Lessor and to control the obligations of the Lessee and their performance.
16.3.2. If the Lessee does not perform the obligations arising out of the Lease Contract, the Lessor has the right to transfer information regarding the non-performance (amount of debt, number of days in delay, etc.) in accordance with the legislation regarding creditworthiness evaluation or for some other reason, to a third party or parties who wish to fulfill the outstanding obligations of the Lessee, and the Lessor has the right to make contact with third parties (relatives, employers, etc.) in order to establish the location of the Lessee or other contact data of his, should the Lessee fail to perform his/her obligations and is unable to be located via the contact details provided in the Lease Contract
16.3.3. The Lessor discloses and provides personal data of the Lessee to third party as far as necessary for the purposes of disclosure or provision of the personal data (e.g., only data related to the breach of contract, such as amount of debt or number of dates of delay, will be sent to the debt collection agencies).
<b>16.4. Changes in the data of the Lessee and termination of personal data processing of the Lessee</b>
16.4.1. The Lessee provides his personal data to the Lessor in writing or by means which may be presented in writing.
16.4.2. The Lessee is bound to immediately notify the lessor for any change in his personal data, including any change in the name, address, means of communication or e-address (including change of residence for tax purposes) or changes in his representative powers. The Lessor has the right to request from the Lessee to provide the originals or notary certified copies of documents accompanying the relevant changes and the Lessee is bound to provide such documents.
16.4.3. The Lessor regularly verifies whether the personal data of the Lessee is accurate and complete.
<b>16.5. Rights of the Lessee</b>
16.5.1. The rights of the Lessee with regard to his personal data are pointed in the declaration under Annex 1. If the rights of the Lessee have been infringed during processing,

the Lessee has the right to request compensation for the damages arising out of the infringement as envisioned by the legislation in force.
16.5.2. The listing of the rights of the Lessee in these GTC and the Declaration under Annex 1 does not limit the Lessor to apply other rights arising out of legislative acts related to personal data processing.
<b>16.6. Recording personal data of the Lessee</b>
16.6.1. The Lessor may keep a register of all transactions made by the Lessee via communication devices (by phone, online) and to transfer personal data for assessments of the quality of the services provided by the Lessee, to efficiently and objectively handle any appeals and claims by the Lessee, and, if necessary, to confirm transactions and declarations made by the Lessee via communication devices as well as other purposes noted in art. 16.2.
16.6.2. The Lessor may use video surveillance in order to observe movements, belongings, actions, etc. of persons on the territory used by the Lessor (customer services centers of the Lessor, work places, offices, etc.) and to record electronically the results of the surveillance in order to protect the property of the Lessor and the Lessee and the security of employees, visitors and clients of the Lessor. The Lessor may use the data obtained this way to guarantee the performance of his obligations and the protection of his rights or to use as evidence for damage, caused to the Lessor from transactions or illegal actions of the Lessee. Personal data collected this way shall be processed by the Lessor, who may provide them to third parties only if that is necessary for the purposes for which they were collected
<b>16.7.</b> In the event that the Lessee's obligation is secured by a Jointly and Severally Liable Co-Debtor, by accepting these GTC, the latter declares that he is informed and agrees that his personal data will be processed by the Lessor in the manner and for the purposes specified in this Section 16. The Jointly and Severally Liable Co-Debtor signs a declaration of consent for the processing of personal data in the form of Annex 1 to these GTC together with the signing of the Lease Contract
<b>17. GENERAL PROVISIONS</b>
<b>17.1.</b> All notifications and declarations related to concluded Lease Contract shall be made in writing and shall be considered to be received, if they reach the Lessee on the contact addresses stated in the Contract, per fax, e-mail, personal delivery or by registered mail. Should the Lessee change his/her address or any other of his/her contacts, he/she shall inform in writing the Company and shall indicate his/her new address or contact. Until receipt of such notice all messages which have reached the old address shall be considered to be received.
<b>17.2.</b> The Lessee, as well as all other natural persons, consumers of the services provided by the Lessor, shall have the right to submit to the Lessor objections and claims in connection with the Lease Contract. The Lessor shall express his opinion and inform the claimant in writing about his decision regarding any received objection in connection with the leasing within 30 days of its receipt.
<b>17.3.</b> The Lessees and the other consumers shall have the right to submit claims connected with finance lease contracts or with intermediary contracts for granting of finance lease to the Commission for Consumer Protection – Central office: Sofia 1000, 4A Slaveikov sq., floor 3, internet address <a href="http://www.kzp.bg">www.kzp.bg</a>
<b>17.4.</b> The Lessees and the other consumers shall have the right to seize the conciliation committees established pursuant to art. 182-184 of the Consumer Protection Act, should their rights and legal interests be infringed.
<b>17.5.</b> All disputes arising from the present GTC or referring to them and the Contracts concluded in this relation, if they cannot be settled by agreement between the Parties through negotiations, shall be referred for decision to the competent Bulgarian court.
<b>17.6.</b> In case the Lessor amends his GTC regarding already concluded Lease Contract, he shall inform the Lessee within 7 (seven) days after the amendment by notifications in his office, publications on his internet site or by sending special message to the E-mail or the address for correspondence of the Lessee.
<b>17.7.</b> Should the Lessee not agree with the amendments made by the Lessor in the GTC thereto, he/she may withdraw from the Lease Contract without stating any reason or owing compensation or penalty, or he/she may continue to implement the Contract according to the

<p>GTC valid before the amendment. The Lessee may exercise his right of withdrawal as per the preceding sentence by sending a written notice to the Lessor within one month after receipt of the notice for the amendment of the GTC. In case of withdrawal the Lessee shall return to the Lessor the outstanding balance of the Principal indicated in the Contract, together with the interest for the period from the date of handing over of the Leased Asset until the date of return of the Principal, the unpaid part of the deferred VAT, if due, as well as all other due payments according to Contract. In this case the Lessor shall owe to the Lessee the transfer of the ownership over the Leased Asset pursuant to Section 12.</p>
<p><b>17.8.</b> The amendments in the GTC are binding for the Lessee under the Lease Contract in the case that the Lessee has been informed about them and has not exercised his/her right of withdrawal as per art. 17.7, or if he/she has sent written confirmation for their acceptance.</p>
<p><b>17.9.</b> All matters not regulated in these GTC and in the Contract shall be governed by the regulations of the Bulgarian legislation in force.</p>
<p>The present GTC have been adopted by decision of the General Manager of MOGO BULGARIA OOD and enter into force as from 19.08.2019.</p>

APPENDIX NO.1	
DECLARATION OF CONSENT FOR THE PROCESSING OF PERSONAL DATA	
The undersigned, .....	
(name, surname, family name)	
PIN: .....	
Permanent address: .....	
Current address: .....	
E-mail: .....	
Mobile phone number: .....	
<b>HEREBY DECLARE THAT</b>	
<p><b>1.</b> My personal information as outlined above, as well as the information I am referring to, 16 of the General Terms and Conditions to Financial Lease Contracts concluded by Mogul Bulgaria Ltd with natural persons (the "General Conditions"), shall be collected, stored and processed by Mogo Bulgaria Ltd., UIC 204009205, with registered office and address of management: Sofia 1113, 12, Nikolay Haytov Street, fl. 2, office 3 ("The Company").</p>	
<p><b>2.</b> The Company is the administrator of my personal data and will process it for the following purposes</p>	
a)	approval of a lease, as well as for carrying out actions that precede and warrant the conclusion of such a contract - the personal data will be used for the purpose of establishing my identity; to conduct internal procedures for assessing my creditworthiness, solvency and reliability and assessing my competencies in connection with my approval of a lease, including the performance of the inspections referred to in paragraph 9 below, if I have given them consent;
b)	concluding and executing a Lease Agreement with the Company, including for the protection of the rights and interests of the Company in case of non-compliance - my personal data will be used for the purposes of preparing and concluding a Lease Contract, as well as for its implementation number sending notifications of upcoming obligations in relation to servicing the vehicle, sending notices of amounts due, collecting receivables and other
c)	fulfillment of legal obligations of the Company in connection with the conclusion and implementation of the Lease Agreement, including the Law on Measures against Money Laundering, the Law on Measures Against Financing of Terrorism, etc.
d)	making offers by telephone, mail or other direct way of products and services of the Company; of products and services of third parties offered by the Company under a contract concluded with such persons, as well as research on the products and services (direct marketing) offered and / or used, if I have given consent to this in item 8 -down;
e)	the automatic exchange of financial information under Chapter XVI, Section IIIa of the Tax and Social Insurance Procedure Code;
f)	realization of legitimate interests of the Company in connection with the conclusion, administration and execution of the leasing contracts,
g)	to improve the services provided by the Company; to improve the solvency assessment methods applied by the Company; for performing statistical surveys and analyzes, etc., if I have given my consent to this in item 11 below.
A detailed description of the objectives is available in Art. 16 of the General Conditions.	
<p><b>3. The disclosure of my personal data to the Company for the purposes set out above is voluntary.</b> I am aware that in the event of a refusal to submit your personal data, the Company will not be able to provide the requested product or service (car lease);</p>	
<p><b>4.</b> My personal data may be provided by the Company to the following categories of recipients:</p>	
a)	service providers of the Lessor and companies of the Lessor's corporate group established both on the territory of the Republic of Bulgaria and abroad for the fulfillment of the above purposes, including for the purposes of: 1) identifying my identity; 2) assessment of my credit history (scoring companies, etc.); 3) assessing my creditworthiness and creditworthiness; 4) Forced

collection of receivables - data can be provided to debt collection companies, receivables, factoring companies, etc.);
b) persons to whom the Lessor sells or otherwise transfers its receivables under the Lease Agreement;
c) persons providing the Company with services other than those referred to in point (a) - direct marketing services (advertising agencies, persons responsible for the preparation, printing, assembling, delivery (including via SMS or electronically) written correspondence and / or information materials, etc.) in the case that I have given my consent to the processing of my personal data for the purposes of direct marketing pursuant to paragraph 8 below; software service providers and information system maintenance services; postal and courier service providers; archival service providers; external contact centers;
d) governmental and other institutions and persons to whom the Company is obliged to provide information under the applicable legal framework, including but not limited to the Bulgarian National Bank, the National Revenue Agency, the National Social Security Institute; Financial Supervision Commission; National Statistical Institute; Financial Intelligence Agency; court; prosecution service; consequence; Ministry of Interior; external auditors; Central Depository and others.
e) creditors of the Company if it is necessary for the Company to provide information about its assets and / or to guarantee its liabilities
<b>5. The processing of personal data is based on the following legal bases (depending on the purpose of the processing)</b>
a) actions in connection with the conclusion of a contract and for performance of a contract with the Company; or
b) provided consent, or
c) legitimate interest of the Company - the legitimate interests of the Company for which personal data are processed are the prevention of fraud; undeniable identification of the client and his / her property and social situation with a view to a proper risk assessment; providing the customer with up-to-date information about available and new products of the Company as well as changed product conditions in order to give the customer the opportunity to assess whether to benefit from them; or
<b>6. I have the following rights regarding my personal data processed by the Company:</b>
a) right of access to my data - I have the right to get access to the data processed, to obtain information from Mogo about the data categories, sources and purposes of the data processing, unless otherwise provided by law or other legal acts
b) the right to request correction and / or deletion of my personal data at any time;
c) the right to object to the processing of my personal data for direct marketing purposes at any time;
d) to partially or fully withdraw the consent given below for the processing of your personal data. The withdrawal of the consent is not retroactive and does not affect the validity of the processing operations carried out until the withdrawal. I am aware that, despite the request for withdrawal of consent, the Company may continue to process my personal data necessary for the fulfillment of the Company's statutory obligations or the performance of the contract concluded with me or to ensure the fulfillment of the contract.  The rights under this point (a) to (d) may be exercised by submitting an application for access / alteration / deletion, respectively an objection that my data may be processed for the purposes of direct marketing / withdrawal of consent. The application should be sent to the following e-mail address: <a href="mailto:info@mogo.bg">info@mogo.bg</a> or by post to the address of the Company mentioned above. A template for my application has been provided with this statement and is also available on <a href="http://www.mogo.bg">www.mogo.bg</a>
e) I have the right to appeal to the Commission for the Protection of Personal Data: Personal Data Protection Commission: Address: Sofia 1592, Prof. 2 Tsvetan Lazarov Phone: 02 / 91-53-518 E-mail: <a href="mailto:kzld@cpdp.bg">kzld@cpdp.bg</a>



Website: <a href="http://www.cpdp.bg">www.cpdp.bg</a>
<b>7. The company keeps collected personal data within the following deadlines:</b>
a) when the data is processed on the basis of a request for use of a product / service - for a maximum period of 6 months from the submission of the request for a contract if the request is not approved;
b) when the data are processed on the basis of a contract - for a period of 5 years after termination of the contract
c) when the data is processed on the basis of consent - to withdrawal of consent. When data is processed for direct marketing purposes - until withdrawal of consent or receipt by the Company of an objection to the processing for this purpose, but for no longer than 7 years.
d) when the data are processed to protect the legitimate interests of the Company - until the legitimate interest is dropped but not more than 7 years.
<b>HEREBY DECLARE THAT,</b> <i>(Please, insert either of the symbols "✓" or "x" in each of the sections below):</i>
<p><b>8.</b> <input type="checkbox"/> The Company may use my email address and / or phone number mentioned above to send commercial materials about the products and / or offers of Mogul Bulgaria and the products and / or offers of Mogo Bulgaria Ltd companies (direct marketing).</p> <p>I am hereby informed that the granting or denial of my consent to the receipt of commercial materials shall not affect the decision of Mogo Bulgaria OOD to conclude or not to enter into a lease with me.</p>
<p><b>9.</b> <input type="checkbox"/> I agree and authorize the Company to process (receive, collect, store, register, input, transmit, etc.) my personal data to evaluate my creditworthiness and reliability and to enter into a lease agreement by conducting surveys in and receiving data of the following institutions and databases:</p> <ol style="list-style-type: none"> <li>1. National Revenue Agency (NRA)</li> <li>2. National Social Security Institute (NSSI) - I agree to conduct research at the National Social Security Institute and to request and receive from the Institute any data available in the Institute's information system relating to: my income for insurance purposes and my insurance contributions , as well as any other personal data; all insured persons employed by me, the amount of the insurance contributions for each insurance fund, etc.;</li> <li>3. The Central Credit Register to the Bulgarian National Bank;</li> <li>4. Ministry of the Interior</li> <li>5. Property register with the Registry Agency;</li> <li>6. Commercial Register at the Registry Agency;</li> <li>7. Central Register of Debtors in the Chamber of Private Enforcement Agents;</li> <li>8. National database "Population" at the Ministry of Regional Development and Public Works - I agree that the Company will consult and receive the following personal data - name, PIN, permanent and current address, marital status, number of underage children from the Population Register - "Population" data (PN - PND "Population") as well as processing them in order to perform my creditworthiness reviews in connection with the provision of credit as well as to check my current data in the course of execution of charge to lease agreements the Company or in case of default of such a contract. I am aware that I have the right to access the personal data of my personal data received from the PDN - Population, processed by Mogo Bulgaria Ltd., as well as requesting modification, correction and updating of these data;</li> <li>9. Financial and credit institutions.</li> </ol>
Under the current regulatory framework, the Company is required to assess my ability to pay the lease prior to the conclusion of the lease. If no consent has been given under this paragraph 9, the Company may not meet this requirement and enter into a lease.
<p><b>10.</b> <input type="checkbox"/> The Company shall process my data (receive, collect, store, register, input, transmit, etc.) and transfer and receive my data and other information from the following partners of the Company: credit rating service providers, rating credit history and risk, and so on.</p>

Under the current regulatory framework, the Company is required to assess my ability to pay the lease prior to the conclusion of the lease. If no consent is given, the Company cannot meet this requirement and enter into a lease agreement.

**11.** ☐ The Company to provide my data to insurance brokers and insurance companies for the purpose of concluding and renewing vehicle-related insurance contracts provided to me under the lease;

**12.** ☐ The Company will process my data to improve the services provided by the Company; to improve the solvency assessment methods applied by the Company; to conduct statistical surveys and analyses.

Date: .....

Place: .....

Signature of the Declarator: .....