

General subscription terms and conditions for Car Subscription from 01.01.2025

1. Scope

These General Subscription Conditions (hereinafter referred to as 'GTC') govern the contractual relationship between AMAG Leasing AG, Alte Steinhäuserstrasse 12, 6330 Cham (hereinafter referred to as 'AMAG Leasing') and the Subscriber (hereinafter referred to as 'Customer'). AMAG Leasing reserves the right to amend the GTC at any time. The version of these GTC in force at the time of the conclusion of the Subscription Agreement shall prevail. Vehicles shall be handed over exclusively in Switzerland.

2. Contract components

The contractual services are specified in the subscription contract concluded between AMAG Leasing and the customer (hereinafter referred to as

'Contract'). In the event of any inconsistency between these GTCs and the contract, the contract shall prevail over the GTCs. The GTCs and/or the contract shall also refer to separate insurance terms. These shall form an integral part of the contract. In the event of any inconsistency between the contract, the GTCs and the insurance terms, the latter shall prevail.

3. Product picture and product description

The vehicles offered in the online shop are actually available vehicles. However, there may always be discrepancies between the product photo and the original. The product photo is therefore non-binding and serves as illustration. The actual equipment may differ from the equipment listed in the product description due to the corresponding country configurations. The offered vehicles are not accident vehicles (vehicles which have suffered accident damage with significant damage (e.g. to the chassis structure/chassis frame, etc.)). We reserve the right to make insignificant, reasonable changes to the vehicle described in the contract in terms of shape, colour or scope of delivery.

4. Conclusion of the contract

The products and prices in the dealer's online shop, which are marked accordingly, are considered to be a promotion for the conclusion of a contract with AMAG Leasing. However, this promotion is always subject to availability. The offer is directed exclusively to legal or natural persons with legal capacity and permanent residence or registered office or branch office in Switzerland. The customer must, at the discretion of AMAG Leasing, possess sufficient creditworthiness or be in orderly economic circumstances to meet the financial obligations arising from this contract. AMAG Leasing will verify that the conditions for the conclusion of the contract are met. To this end, the customer will be asked to provide various information about his person and his financial circumstances and to submit relevant documents. The contract is concluded as soon as the dealer acting on behalf of AMAG Leasing has confirmed the delivery date for the vehicle. A copy of the contract will be made available to the customer.

5. Use

The customer may use the vehicle exclusively for private purposes. He may not use the vehicle for speed, endurance, skill or other races, for the transport of dangerous goods, for participation in driving safety training or for similar purposes. The use of the vehicle for commercial passenger transport (taxi, Uber, etc.) is not permitted.

5.1 Main driver and other authorised users

If the customer is a legal person, the customer shall designate a main driver. If the customer is a natural person, the latter shall also be the main driver. The main driver must in any case be resident in Switzerland and possess a valid driving licence for the corresponding vehicle category. The main driver shall be the person who uses the vehicle for the main purpose, i.e. in addition to any other authorised users in accordance with the following provisions.

In addition to any main driver, the customer may also make the vehicle available for use to other third parties (hereinafter collectively referred to as 'authorised users') provided that they meet the conditions applicable to the customer and are prepared to comply with the obligations set out in the contract. The customer must ensure that the

authorised user fulfils these conditions at all times and, as a contractual partner of AMAG Leasing, is responsible for compliance with the contractual obligations by the authorised user. The customer shall provide AMAG Leasing with the personal details of the authorised user upon request, whereby he shall first ensure that the authorised user is informed of this and of the associated data processing.

5.2 Trips abroad

The vehicle is intended to be used mainly in Switzerland. The vehicle may also be used abroad (e.g. for holidays). The use abroad is limited to the following countries: Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Vatican City State. When travelling abroad, the customer is obliged to carry any additional documents and safety accessories, such as high-visibility vests or first-aid kits, in the vehicle. The international insurance card (Green Card) can be ordered via Zurich [International Insurance Card – Zurich Switzerland]. The vehicle may not be driven abroad by a person who does not reside in Switzerland. If this is not complied with, the customer of AMAG Leasing shall be liable for all tax and customs consequences that this may entail.

6. Contract duration and notice periods

6.1 Duration Subscription

The Customer and AMAG Leasing agree on a contract term as well as a maximum term. The contract term begins on the agreed date for the handover of the vehicle ('cut-off date'), which was confirmed to the Customer by the delivery partner and communicated to AMAG Leasing. This cut-off date shall also be deemed to be the starting date of the contract term if the Customer fails to inform the delivery partner in good time, i.e. at least three (3) working days before the cut-off date, of a delay in the handover of the vehicle. The maximum term is 24 months. The subscription fees arising from the contract are collected monthly. The initial collection date is the cut-off date, which is always the same day of the month

(e.g. January 15, February 15, etc.). A subscription month begins on the collection date of a subscription fee and ends on the day before the collection date of the subsequent subscription fee. If the customer does not terminate the contract with a notice of 30 days to the end of the contract term, the contract shall be automatically extended after the end of the contract term by another subscription month until the proper termination or until the maximum term is reached.

6.2 Ordinary termination of contract

After the end of the contract period, either party may terminate the contract by giving notice of 30 days to the end of a subscription month (depending on the date of handover of the vehicle). The customer may terminate the contract via his customer account on amag.ch. The right to terminate the contract prematurely in accordance with section 14 remains reserved. A return of the vehicle before the last day of a subscription month does not lead to an early termination of the contract and thus not to a pro rata calculation of the last subscription month. If the customer does not make use of his right of termination, the contract shall automatically terminate at the end of the maximum term. If the customer does not return the vehicle before the end of the subscription month, the contract shall automatically be extended by one month and another subscription payment shall be due.

6.3 Vehicle replacement

It is not possible to change the vehicle at the request of the customer within the term of the contract. If the customer changes the vehicle after the end of the term of the contract, a new term of the contract shall commence for the new vehicle. It is not possible to apply the term of the previous vehicle to the new term of the contract for the new vehicle.

7. Subscription fee and other payment obligations

7.1 Subscription fee

The subscription fee for the first month of the subscription will be debited from the customer's credit card on file on the cut-off date. For all

subsequent months of use, the customer's credit card will be debited in the amount of the agreed subscription fee on the same day of the month ('cut-off date') as the take-over was planned. The credit card will be debited each month by a payment service provider authorised by AMAG Leasing. In the event of a subsequent adjustment of the contract parameters (e.g. mileage), the conditions in force at the time of the adjustment shall apply. Any discount from the initial promotion will not be transferred to the adjusted conditions.

7.2 Late payment or expiration of the credit card

7.2.1 Expiration of the credit card

The Customer will be notified of his/her expiring credit card. It is the Customer's obligation to keep all payment information up to date. If the Customer's credit card expires, the Customer will be asked by e-mail to update the credit card information in the Customer's account within the communicated period.

7.3 Late payment and default interest

If the subscription fee cannot be collected by the credit card on the due date, the customer will be in default of payment. If the invoice has not been paid by the fifth (5) following working day, the first reminder will be issued. If this first reminder is not complied with within a payment period of five (5) working days, the customer will receive the second reminder in conjunction with the information that failure to pay will result in termination. If this second reminder is not complied with within a payment period of five (5) working days, the customer shall be given the immediate termination of the contract and the request to return the vehicle and to settle outstanding and outstanding invoices by the time of return of the vehicle at the latest. In the event of default in payment, private customers may also be charged default interest in the amount of 5.0% from the date of delivery of the second reminder. For business customers, default interest will be charged in accordance with the Swiss Code of Obligations.

7.4 Mileage packages and mileage

If the mileage included in the chosen kilometre package is exceeded at the end of the term, the delivery partner is authorised to charge the customer for the additional kilometres at the end of the term in its own name. The delivery partner will

charge the customer a price of CHF 0.75 (incl. VAT) per additional kilometre. Kilometres not driven within one month of the term will be carried over to the following months of the term. Any less kilometres will not be refunded. It is not possible to transfer the less mileage to a new subscription or vehicle.

7.5 Additional charges

In the course of the contract, additional charges may arise which are not included in the contractual services of the car subscription and thus in the monthly subscription fee. These are either debited to the customer's credit card by AMAG Leasing immediately or invoiced by the authorised delivery partner. The additional compensation owed to AMAG Leasing for operating costs includes (amounts plus VAT):

- 1st reminder CHF 25.–
- 2nd reminder CHF 50.–
- 3. Reminder CHF 250.–
- Repurchase of the vehicle in the event of a breach of contract: effective repurchase costs, at least CHF 1,000.00
- Early termination of contract CHF 800.–
- Enforcement: effective external costs of enforcement
- Criminal complaint/embezzlement CHF 500.–
- Appearance to authorities CHF 200.–
- Introduction Enforcement CHF 100.–
- Total claims processing fee CHF 100.–
- Failure to show up at the agreed handover or return date – CHF 500.–
- Insurance deductible (depending on age/insurance conditions)
- Cancellation before first monthly instalment CHF 500.–
- Written account statement against prepayment CHF 25.– (customer account free of charge)

The additional remuneration owed to the delivery partner for operating costs, which the latter settles in its own name with the authorisation of AMAG Leasing, includes (amounts incl. VAT):

- Removal of heavy soiling in general CHF 250.–
- Removal of heavy soiling from the vehicle by animals CHF 250.–
- Removal of heavy soiling from the vehicle due to smoking CHF 450.–
- Independent expert in case of disagreement CHF 800.–

Both lists of compensation items are a non-exhaustive list of possible customer-initiated activities that may result in additional costs in addition to the subscription fee.

7.6 Miscellaneous/Changes in VAT

All payments due in connection with the agreement are to be understood in Swiss francs and include statutory value-added tax at the time of conclusion of the agreement. If the applicable VAT rate changes during the term of the agreement, the monthly subscription fee and the other fees provided for in these GTCs will be adjusted accordingly. The same shall apply to other newly introduced or levied public-law charges relevant to the contractual relationship.

8. Ownership and right of disposal

8.1 Ownership

The vehicle remains the exclusive property of AMAG Leasing for the entire duration of the contract and even after termination or termination thereof. Any rights in rem or a right of retention of the customer in respect of the vehicle to secure claims against AMAG Leasing are excluded.

Disposal of the vehicle and its accessories is prohibited (e.g. sale, pledge, gift). The customer must keep the vehicle free from third party rights. He may not sell, rent, pledge, give away or assign it as security.

8.2 Redemption and control signs

The vehicle is redeemed for AMAG Leasing at the responsible road traffic office. The vehicle identification card contains code 178 'No change of owner' and the customer's name and address is

entered as the location address. The number plates are issued on the basis of the customer's canton of residence or the main driver. The location of the vehicle is decisive in accordance with federal law. AMAG Leasing cannot accept existing number plates of the customer. In the event of a change of residence, the customer is obliged to notify AMAG Leasing of the change of address

If the customer changes his residence to another canton, it is his duty to take care of the correct redemption of the vehicle in the new canton of residence and to request the necessary forms from AMAG Leasing.

8.3 Authorisation to dispose

AMAG Leasing, as the owner of the vehicle, is also entitled at any time to carry out an inspection of the vehicle or to have it carried out. The customer is obliged to co-operate in this and hereby irrevocably grants AMAG Leasing access to the location where the vehicle is located. If the inspection reveals a breach of contract by the customer, the customer shall bear the associated expenses.

9. Availability

AMAG Leasing and the delivery partner endeavour to state the availability in the online shop up-to-date and accurate. Particularly in the event of great interest in a product, it may be that it appears in the online shop but is no longer available. All information on availability is therefore without guarantee and may change until the conclusion of the contract.

10. Vehicle takeover

The booked vehicle will be taken over by the customer from the responsible delivery partner or, in the case of home delivery, at the customer's domicile or registered office or at a separately agreed place. The date of handover will be agreed between the delivery partner and the customer. The vehicle will be fully fuelled and handed over with the currently valid vignette. In the case of home delivery, the consumed fuel or electricity will be charged to the customer.

10.1 Identification

Upon receipt of the vehicle, the customer must be able to identify himself on the basis of an identity document recognised in Switzerland (Swiss ID or passport and, in the case of a foreign passport, in combination with a foreigner's ID) and present a valid driver's license. The customer must always hand over the vehicle only to the customer and not to a main driver or other authorised user. The customer must be present in person to collect the vehicle. In the event that the customer is a legal entity, the vehicle will only be handed over to persons who have a validly signed power of attorney from the customer. The main driver must also be present, who must identify himself with an identity document and a valid driver's license.

10.2 Handover protocol

Upon receipt of the vehicle, a handover protocol shall be drawn up to be signed by the customer and the delivery partner. The customer shall receive the vehicle from the delivery partner for himself as well as for AMAG Leasing. The customer shall inspect the vehicle upon receipt and note any defects in the handover protocol. In the event of serious defects or discrepancies between the ordered and delivered vehicle, the customer shall refuse to accept the vehicle. The customer shall bear the burden of proof for damages or defects which are not recorded in the handover report but which, in the opinion of the customer, already existed at the time of handover of the vehicle.

11. Overview of included services

The monthly subscription fee includes:

- a) the use of the vehicle during the subscription period within the limits of the monthly free kilometres selected in the agreed service package;
- b) Tyres adapted to the season, as well as the necessary replacement and storage of these;
- c) Swiss motorway vignette for the duration of the contractual relationship;
- d) All registration fees, vehicle taxes and levies;
- e) Insurance in accordance with clause 10.6;

- f) all services, wear and tear and repairs incurred, insofar as these have not been caused by the use of the customer in breach of the contract;
- g) Statutory value added tax at the current rate.

All other costs related to the operation and maintenance of the vehicle shall be borne by the customer. This applies in particular to the costs of fuel consumption, electricity, charging infrastructure, charging card, wiping water, AdBlue, cleaning costs during the duration of the contract or in connection with the return of the vehicle, tolls for foreign roads, etc.

11.1 Inspection/maintenance/wear

The customer must use the vehicle carefully and regularly check the levels of oil, water and tyre pressure. It must only be driven in a safe condition that complies with legal requirements.

11.1.1 Service and repair work

The customer shall bring the vehicle into service as soon as the vehicle indicates a service or one is indicated in the vehicle's service booklet. The vehicle may only be serviced and repaired at the locations defined by the delivery partner (on behalf of AMAG Leasing) as the responsible service companies. The resulting costs for inspection and maintenance are included in the subscription fees. This does not apply to cases that are attributable to a breach of the customer's obligations in accordance with Clause 12. Carrying out service work or other work at unauthorised service facilities is not permitted, and the resulting costs as well as any dismantling and/or inspection work by the competent service facilities shall be borne by the customer, with the exception of repair work as a result of a breakdown abroad or deviating regulations in agreement with the competent service facility.

11.1.2 Replacement vehicle for a longer stay in the workshop

In the event of the workshop work on the vehicle listed below, which takes longer than two (2) hours, AMAG Leasing will offer the customer a replacement vehicle for the period of the workshop work, so that the customer does not experience a

breakdown of the vehicle as a result of the workshop work. This regulation applies to workshop work in the context of warranty work, service and inspection, as well as repair requirements through no fault of his own. In the case of workshop work of less than two (2) hours or in the event of a tyre change, there is no entitlement to replacement mobility. The type of replacement vehicle depends on availability. The needs of the customer are taken into account as far as possible. A claim on a specific model as a replacement vehicle. Likewise, the delivery partner may offer the customer alternative forms of mobility (e.g. bus or train tickets) which fulfil the function of replacement mobility, if these are accepted by the customer.

11.2 Traffic Licensing and Taxes

AMAG Leasing shall bear all costs for the traffic licence as well as the resulting traffic taxes.

11.3 Motorway vignette

The vehicle is handed over to the customer with a valid vignette. If the duration of the contract extends over one year, AMAG Leasing or the delivery partner is responsible for changing and renewing the vignette. There is no entitlement to compensation if the customer does not use the free payment and has otherwise purchased a vignette.

11.4 Tyres

The vehicle will be handed over to the customer with the seasonal section. AMAG Leasing decides at its own discretion on the size, make, brand and material of the respective tires.

11.4.1 Change of season

The customer is responsible for arranging a seasonal change of winter or summer tyres in good time. The customer agrees the exact time of the tyre change directly with the responsible service company. The dismantled tyres are stored at the responsible service company. The tyre change and storage are free of charge for the customer.

11.5 Liquids

If the customer finds that the level of the following fluids is too low, he must refill them during service and have them checked if there is any leakage:

- Engine oil
- Transmission oil
- Service oil
- Brake fluid
- Cooling liquid

The costs are included in the subscription fee.

If the customer finds that the level of the following liquids is too low, he/she must refill them himself/herself:

- Wiping water
- Fuels of all kinds incl. AdBlue

The costs shall be borne by the customer.

11.6 Insurance

For the duration of the contractual relationship, the vehicle shall have:

- a) liability insurance required by law;
- b) collision insurance;
- c) partial comprehensive insurance;
- d) a glass cover plus;
- e) parking damage insurance Plus;
- f) gross negligence protection: waiver of the statutory right of recourse or right of reduction;
- g) a free replacement vehicle (CHF 300/max. 3 days).

The insurance costs are included in the subscription fee. The policyholder is AMAG Leasing. Damages caused intentionally or through gross negligence are excluded from the insurance cover.

Deductible:

- Liability insurance, with gross negligence protection: CHF 0.–/CHF 2'000.–*

- Comprehensive insurance (collision), with gross negligence protection: CHF 1'000.–/CHF 3'000.–*
- Partial accident insurance, incl. glass PLUS and parking damage PLUS: CHF 0.–/CHF 0.–*
- Parking damage: CHF 0.–/CHF 0.–*

*Applies only to drivers under 25 years of age.

11.6.1 General Terms and Conditions of Insurance (GTC)

In addition to the contract, the relevant General Terms and Conditions of Insurance (GTC) of Zürich Versicherungs-Gesellschaft AG ('Zürich') shall apply in their current version, the provisions of which shall prevail over the GTC in the event of conflict. The current version of the GTC can be viewed on the website of Zürich Versicherungs-Gesellschaft AG (zurich.ch). The customer is obliged to inform himself about the GTC and to comply with the applicable provisions thereof as if he were himself a policyholder. The international insurance card (Green Card) can be ordered via Zurich [International Insurance Card – Zurich Switzerland]. If insurance benefits are excluded or reduced due to culpable conduct on the part of the customer or a beneficiary, AMAG Leasing is entitled to charge the customer for the uncovered damage.

12. Breakdowns and claims

12.1 Behaviour in the event of a breakdown

In the event of a breakdown, Totalmobil! Roadside Assistance is to be contacted: Phone: +41,848,024,365

12.2 Behaviour in case of accidents, theft, damage to wildlife

In the event of incidents such as accident, theft, loss, fire, wildlife or other damage as well as the assertion of claims by third parties, the customer must immediately notify the police and have a police report drawn up. This also applies in the event of self-inflicted accidents without the involvement of third parties.

12.3 Notification of damage

Damage of any kind must be reported by the customer or the injured party within five (5) working days via the link in the customer account and truthfully. AMAG Leasing reserves the right to demand a reasonable processing fee for late claims or delays in the settlement of claims for which the Customer is responsible. AMAG Leasing also reserves the right to reclaim from the Customer any financial losses caused directly or indirectly by a delay for which the Customer is responsible or by a failure to cooperate. Opposing claims may not be accepted. The customer must follow the instructions of AMAG Leasing and/or the insurance company regarding the repair of damage.

12.4 Losses not covered

Damage to the vehicle (including minor damage such as minor, polishable damage to the paintwork or replacement of small screwed or plugged components) which is not covered by the comprehensive insurance or is covered by the deductible of the comprehensive insurance, as well as the full deductible in case of collision damage, shall be borne by the customer.

12.5 Total damage

In the event of total damage or theft, AMAG Leasing has the right to terminate the contract without notice. Monthly subscription fees already paid by the customer will not be refunded.

13. Obligations of the customer

13.1 Compliance with laws and regulations

The customer must comply with all legal obligations arising from the operation and maintenance of the vehicle. He must observe all traffic rules in Germany and abroad. When travelling abroad, the customer must carry all necessary documents and additional safety accessories, such as high-visibility vests, in the vehicle. The international insurance card (Green Card) can be ordered via Zurich [International Insurance Card – Zurich Switzerland].

13.2 Compliance with operating and service regulations

The customer must ensure that the vehicle is maintained and handled in accordance with the provisions of the manufacturer's operating and service instructions. The vehicle must always be kept in a safe operating and roadworthy condition. The transport of flammable, explosive, toxic or otherwise hazardous substances is prohibited.

13.3 Control signs

The customer may not drive the vehicle on public roads without the control signs affixed by the delivery partner. The replacement of these control signs or their affixing to other vehicles is not permitted. With the exception of a change of residence to another canton in accordance with section 7.2.

13.4 Energy source / fuel

In the case of internal combustion engines, the customer must comply with the provisions applicable to the vehicle regarding the fuel to be used (petrol and diesel). This also applies mutatis mutandis to electrical energy (electricity) and any other possibilities, to drive a vehicle. Damage caused by the incorrect use of an energy source (e.g. during refuelling or charging) shall be borne by the customer.

13.5 Cleanliness and no smoking

The customer is responsible for ensuring that there is no smoking in the vehicle and that the vehicle is kept clean. The smoking ban also applies to e-cigarettes, tobacco heaters and similar devices.

13.6 Animal transport

Animals may only be transported in the designated crates in the luggage compartment.

13.7 Extensions, fixtures, inscriptions

Fittings, fittings and inscriptions of the vehicle shall be free of charge to the customer, provided that the value of the vehicle is not adversely affected and that the customer has obtained the prior consent of AMAG Leasing. Fittings and inscriptions shall, at the option of AMAG Leasing, either become the property of AMAG Leasing without any right to reimbursement or compensation, or shall be removed by the customer at his own expense before returning the vehicle in order to restore the original condition of the vehicle.

13.8 Anti-theft device

The vehicle must be adequately secured against theft. Windows and doors must be closed and properly locked when leaving the vehicle.

13.9 Fines and fines

Fines and fines for violations of traffic rules caused by the customer or an authorised user, as well as the corresponding procedural costs, shall be borne by the customer. The customer shall immediately notify AMAG Leasing of the driver who has caused these penalties and indemnify AMAG Leasing from such claims.

13.10 Change of address

The customer shall notify AMAG Leasing of any planned change of residence or registered office in good time. If he intends to move his domicile or registered office abroad, AMAG Leasing shall be entitled to terminate this agreement as of the date of the transfer. A change of address may be made in the customer account; in the event of a change of canton, AMAG Leasing must also be notified in writing or by telephone.

13.11 Cooperation and information obligations of the customer

Insofar as this is necessary for the execution of the agreement or for compliance with legal regulations, the customer shall make all necessary information available to AMAG Leasing,

e.g. about other users of the vehicle, in particular if they have committed a traffic violation, about a threat of seizure of the vehicle by an authority, etc. AMAG Leasing is entitled to pass on this information and personal data to the competent authorities. The loss of keys or other accessories to the vehicle must be reported to the delivery partner immediately.

14. Vehicle return

14.1 Condition and place of return

At the end of the subscription period or in the event of premature termination of the contract, the Customer shall return the Vehicle with all keys and associated components and documents, fully fuelled or loaded, undamaged, cleaned, road-safe condition and in accordance with the age and mileage of the Vehicle. The Delivery Partner (representing AMAG Leasing) and the Customer shall agree on a date for the return of the Vehicle. The Vehicle shall be returned by the Customer to the agreed Delivery Partner. Collection of the vehicle at the customer's home is excluded, unless this has been agreed otherwise and with the consent of the responsible delivery partner.

14.2 Several kilometres

If the customer has travelled more kilometres than agreed in the contract during the subscription period, the authorised delivery partner will invoice the customer for the cost of the additional kilometres in the final invoice. The cost per additional kilometre is CHF 0.75 (incl. VAT) per additional kilometre.

14.3 Withdrawal protocol

In the event of a return, a return protocol will be drawn up in the presence of the Customer or, in the case of a legal person authorised by the Customer, stating the condition of the vehicle, including the associated components and documents, as well as detectable damage. If the Customer fails to be present at the return in person, the return protocol will be deemed to have been approved even without the Customer's signature.

14.4 Liability for damage and missing items

The Customer shall be liable for all missing vehicle items, such as keys, etc., as well as for the necessary repair and maintenance work caused by the use of the vehicle in breach of the contract by the Customer or persons for whom the Customer is responsible in accordance with the Subscription Agreement. Usual signs of use such as small stone chips, scratches near the fuel cap or loading lid, door handles and trunk handles shall not be regarded as damage caused by the Customer. What is considered to be usual signs of use can be found in the damage catalogue, which was handed over to the customer as part of the handover of the vehicle.

14.5 Failure to return

If the customer fails to return the vehicle on time at the agreed place on the agreed date, the delivery partner is entitled to charge the customer for the costs incurred as a result. If the customer fails to comply with a subsequent request to return the vehicle at the agreed place and date, the delivery partner is entitled to collect the vehicle at the customer's expense without the need for a court order or deposit. The costs associated with this case shall be incurred in accordance with the applicable charges in section 6.5. The employees of AMAG Leasing and authorised third parties, such as, in particular, the delivery partner and commissioned recovery companies, are authorised to enter the customer's property or the building in which the vehicle is located for the purpose of taking back the vehicle.

14.6 Pick-up of the vehicle after the subscription period

As an alternative to the return of the vehicle, it may be agreed before the end of the subscription period that the customer may purchase the vehicle or conclude a lease. The customer shall not be entitled to such a transaction. The purchase price and the terms and conditions of the lease shall be notified to the customer by the delivery partner before the end of the subscription period. Further details and conditions shall be regulated in a separate purchase agreement between AMAG Leasing and the customer.

14.7 Final settlement

After the return of the vehicle, the authorised delivery partner shall draw up a final invoice in its own name containing the following elements:

- a) where applicable, costs for exceeding the contractually agreed subscription kilometres in accordance with the agreed multi-kilometre rate;
- b) where appropriate, the costs of remedying damage which does not correspond to normal wear and tear;
- c) where appropriate, costs for the replacement or re-procurement of documents, keys and other accessories.

The final invoice must be paid by the customer within 30 days of the invoice date.

15. Early termination of the contract

Both parties are entitled to terminate the contract at any time without notice for good cause. Any breach of an essential contractual provision shall be regarded as an important reason. In particular, the following shall be regarded as a breach of an essential contractual provision by the customer:

- a) Failure to pay any fees due under the Subscription Agreement despite a reminder;
- b) Filing for private bankruptcy or filing for insolvency;
- c) Serious traffic violations and driving in an unfit condition;
- d) Withdrawal of the ticket (from the client or the main driver);
- e) Use of the vehicle not in accordance with the contract;
- f) If installed in the vehicle, the distance of the adaptor for recording telemetry data;
- g) Breach of obligations by the Customer (or Licensee);
- h) Lack of cooperation in cases of damage;
- i) Violation of legal provisions that could result in a reputational risk for AMAG Leasing, or if fulfilment of the contract is no longer reasonable for

reasons of national embargo legislation, UN resolutions or other international sanctions.

AMAG Leasing shall be deemed to be a breach of an essential contractual provision if it is impossible for AMAG Leasing or the delivery partner to use the vehicle for a prolonged period of time for technical reasons, which AMAG Leasing or the delivery partner cannot remedy within a reasonable period of time. This also includes total damage to the vehicle caused by the accident. AMAG Leasing shall be entitled to provide the customer with a replacement vehicle of at least equivalent value through the delivery partner.

15.1 Costs in the event of early termination of the contract

The date of early termination of the contract shall be the mutually agreed date of return of the vehicle to the delivery partner. The agreed monthly subscription fee shall be payable in full even if the effective date of return of the vehicle is before the last day of the commenced subscription month. AMAG Leasing shall charge the costs of early termination of the contract due to a breach of an essential contractual provision by the customer. The delivery partner is authorised to invoice the customer in its own name for the additional kilometres at CHF 0.75 (incl. VAT) per additional kilometre. These will be charged pro rata in the event of early termination of the contract. No refund will be made for any shorter kilometres.

16. Liability

The liability shall be governed by the applicable legal provisions. However, AMAG Leasing shall in no case be liable for (i) slight negligence, (ii) indirect and indirect damages and consequential damages and lost profits, (iii) unrealised savings, (iv) damages resulting from delay in delivery and (v) any acts and omissions of AMAG Leasing's auxiliary personnel, including the delivery partner or the service company, whether contractual or non-contractual. AMAG Leasing shall also decline liability in the following cases:

- improper, contrary to contract or unlawful storage, disposal or use of the Products;
- Use of incompatible spare parts or accessories (e.g. power supply);

- failure to maintain and/or improper alteration or repair of the Products by the Customer or a third party;
- force majeure, in particular damage caused by natural elements, moisture, falls and impact, etc., for which AMAG Leasing is not responsible, and official orders.

17. Data protection

The AMAG Group's privacy policy applies to the processing of personal data by AMAG Leasing.

18. Partial invalidity

Should individual provisions of these GTC be invalid or ineffective, this shall not affect the validity of the remaining provisions of these GTC and the contract as a whole.

19. Jurisdiction and applicable law

All legal relations between AMAG Leasing and the customer shall be governed by substantive Swiss law. The Vienna Sales Law shall not apply. The place of jurisdiction for all disputes arising from this contract shall be the registered office of AMAG Leasing AG in Cham, Zug. AMAG Leasing AG, however, reserves the right to initiate legal proceedings at the registered office of the defendant contracting party. Exceptions from the jurisdiction clause are those cases in which the law of civil procedure obligatorily prescribes a different place of jurisdiction.

Date 01.01.2025