# MHC MOBILITY GENERAL TERMS AND CONDITIONS

**FULL OPERATIONAL LEASE — B2B**

(Commercial transactions — for business customers only)

Version 2026

## CHAPTER 1 — DEFINITIONS AND SCOPE

### Article 1.1 — Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

"MHC MOBILITY": the leasing company applying these General Terms and Conditions, as further identified in the Special Conditions.

"Customer": the company or self-employed person identified in the Special Conditions who enters into the Lease Agreement in the course of their professional activities. These GENERAL TERMS AND CONDITIONS apply exclusively to B2B relationships (commercial transactions within the meaning of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions).

"Vehicle": the motor vehicle specified in the Special Conditions that is the subject of the Lease Agreement.

"Lease Agreement": the agreement comprising the Special Conditions and these General Terms and Conditions.

"Lease Term": the agreed duration as specified in the Special Conditions.

"Lease Fee" or "rent": the monthly lease amount payable as specified in the Special Conditions, comprising (i) rent for the use of the Vehicle, (ii) insurance and (iii) interest. Unless otherwise stated, the Lease Fee includes all three components.

"Special Conditions": the signed offer, order form or quotation which, together with these GENERAL TERMS AND CONDITIONS, constitutes the Lease Agreement.

"Dealer": the authorised garage or service partner designated by MHC MOBILITY to carry out maintenance and repairs.

"Delivery Certificate": the document drawn up upon delivery of the Vehicle in accordance with Article 2.2.

"Condition Report": the report drawn up upon delivery of a second-hand vehicle in accordance with Article 2.2.

### Article 1.2 — Scope and Incorporation

1.2.1 These GENERAL TERMS AND CONDITIONS apply to all quotations, orders and Lease Agreements entered into between MHC MOBILITY and the Customer and form an integral part of the Lease Agreement.

1.2.2 In the event of any conflict between the Special Conditions and these GENERAL TERMS AND CONDITIONS, the Special Conditions shall prevail.

1.2.3 Belgian law shall apply. These GENERAL TERMS AND CONDITIONS are intended exclusively for business customers. They do not apply to consumers within the meaning of the Belgian Code of Economic Law.

## CHAPTER 2 — CONCLUSION AND DELIVERY

### Article 2.1 — Quotation, Solvency and Conclusion of the Agreement

2.1.1 Any quotation issued by MHC MOBILITY shall be non-binding and valid for the period specified therein or, if no period is specified, for thirty (30) calendar days.

2.1.2 All quotations shall be subject to the following conditions precedent: (a) a favourable solvency ratio and/or a positive credit decision; and (b) the provision by the Customer of the required security within the validity period of the quotation. Even if the Customer accepts the quotation within the specified period, the Lease Agreement shall only become final upon a favourable decision by MHC MOBILITY.

2.1.3 The Lease Agreement shall be concluded upon written acceptance of the Special Conditions by the Customer and written confirmation by MHC MOBILITY. Electronic acceptance shall have the same legal effect. Any amendments shall only be valid if agreed in writing by both parties.

2.1.4 The Customer acknowledges that the Vehicle has been purchased or leased by MHC MOBILITY in accordance with the Customer's specific instructions and that the Customer shall be liable for all consequences arising from their independent choice of Vehicle. The Customer shall have no option to purchase the Vehicle at the end of the Lease Term unless expressly agreed otherwise in writing.

### Article 2.2 — Delivery, Delivery Certificate and Responsibility for Documents

2.2.1 The Customer shall collect the Vehicle from the Dealer on behalf of and at the expense of MHC MOBILITY. Delivery times are indicative. In the event of a delay in delivery, the commencement of the Lease Agreement shall be postponed until the actual delivery date, without the Customer having any right of recourse against MHC MOBILITY.

2.2.2 The Lease Agreement shall commence on the date of signature of the Delivery Certificate or Condition Report. If this date is missing or disputed, the date of registration stated on the registration certificate shall be deemed the commencement date.

2.2.3 New Vehicle: Upon delivery, the Customer, or the person authorised in writing to act on their behalf, shall sign the Delivery Certificate, thereby unconditionally confirming that the Vehicle conforms to the order and has been delivered in perfect condition, free from visible defects. If the Customer takes delivery of the Vehicle without signing the Delivery Certificate, delivery shall be deemed to have been accepted without reservation.

2.2.4 Second-hand Vehicle: Upon delivery of a second-hand vehicle, the Customer shall receive a Condition Report documenting its existing condition (wear and tear, damage, defects and mileage). The Customer shall sign the Condition Report to acknowledge receipt and accept the Vehicle in the condition documented therein. At the end of the Lease Agreement, any lease-related damage shall be assessed against this report, taking into account normal additional wear and tear.

2.2.5 Any comments or reservations must be expressly recorded in writing on the Delivery Certificate or Condition Report at the time of signing. No subsequent reservations shall be accepted.

2.2.6 The Customer shall be responsible for all documents relating to the Vehicle entrusted to them (registration certificate, certificate of conformity, service book, insurance certificate and any other documents). In the event of loss, the Customer shall immediately notify MHC MOBILITY and take all measures requested to obtain duplicates. All resulting costs and losses shall be borne by the Customer. From the date of delivery, the Customer shall bear the sole risk associated with the possession, use and safekeeping of the Vehicle.

### Article 2.3 — Non-acceptance and Cancellation

2.3.1 If the Customer cancels the order between the date of ordering and delivery, or refuses acceptance of the Vehicle within fourteen (14) calendar days of the proposed delivery date, MHC MOBILITY shall be entitled, by operation of law and following written notice of default allowing a period of seven (7) calendar days, to terminate the Lease Agreement and charge all cancellation costs, subject to a minimum fixed compensation for loss of profit equal to twenty per cent (20%) of the Vehicle's list price. A higher amount of compensation may be claimed, subject to proof. Any taxes, levies and administrative costs already paid by MHC MOBILITY shall also remain payable in all circumstances. The court may reduce the fixed amount if it is manifestly excessive (Article 5.88 of the Belgian Civil Code).

### Article 2.4 — Replacement Vehicle, Interim Vehicle and Assistance

2.4.1 Replacement Vehicle: If the Lease Agreement provides for a replacement vehicle, MHC MOBILITY shall make a replacement vehicle available in the event of repairs or theft rendering the Vehicle unusable for more than twenty-four (24) hours. Mileage driven in the replacement vehicle shall be charged in accordance with the Special Conditions. As soon as the Vehicle has been repaired, the Customer shall immediately notify MHC MOBILITY that the replacement vehicle is available for collection. In the event of a delay, additional days shall be charged at the applicable rental rate.

2.4.2 Interim Vehicle: Pending delivery of the Vehicle, MHC MOBILITY may make an interim vehicle available in accordance with the Special Conditions.

2.4.3 Roadside Assistance: The Customer authorises MHC MOBILITY to arrange roadside assistance insurance and breakdown assistance in the Customer's name and for the Customer's account, in accordance with the Special Conditions. The Customer acknowledges having received and accepted the insurance terms and conditions.

## CHAPTER 3 — LEASE FEE, PAYMENT AND SECURITY DEPOSIT

### Article 3.1 — Lease Fee and Payment Terms

3.1.1 The Customer shall pay the monthly Lease Fee by direct debit, in advance of the month to which it relates, in the manner and on the due date specified in the Special Conditions. MHC MOBILITY shall issue invoices in the month preceding the month to which the Lease Fee relates; an invoice issued in any given month shall relate to the following month. The first Lease Fee (calculated pro rata based on the number of days in the first month, where applicable) shall be payable no later than upon delivery of the Vehicle.

3.1.2 The Customer's payment obligation shall remain unaffected if the Vehicle cannot be used for any reason whatsoever.

3.1.3 Payment by a third party shall not release the Customer from their contractual liability.

3.1.4 Where multiple natural or legal persons act as the Customer, they shall be jointly and severally liable for the full performance of all obligations arising from the Lease Agreement.

3.1.5 All amounts are exclusive of VAT unless expressly stated otherwise.

### Article 3.2 — Late Payment and Interest

3.2.1 In the event of non-payment by the due date, the Customer shall automatically and without prior notice of default be liable for default interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (ECB main refinancing rate + 8 percentage points, revised every six months), subject to a minimum of ten per cent (10%) per annum.

3.2.2 In addition to late-payment interest, the Customer shall automatically be liable for fixed compensation amounting to ten per cent (10%) of the outstanding amount (subject to a minimum of EUR 100 per invoice), to cover administrative and debt recovery costs. The court may reduce this amount if it is manifestly excessive (Article 5.88 of the Belgian Civil Code).

3.2.3 Payments shall be allocated in the following order: debt recovery costs → interest → principal sum.

3.2.4 The Customer shall not be entitled to set off any amounts or suspend performance of their obligations unless MHC MOBILITY agrees in writing.

### Article 3.3 — Price Adjustments and Indexation

3.3.1 The Lease Fee is based on the price levels applicable on the date of the quotation. MHC MOBILITY shall be entitled to adjust the Lease Fee if, after the date of the quotation, changes occur in any of the following cost components: (a) the Vehicle's list price, prices of optional extras and discounts; (b) the interest rate; (c) road tax, vehicle registration tax and other taxes or excise duties; (d) insurance premiums; (e) labour costs; (f) maintenance and repair costs; (g) Vehicle specifications at the Customer's request or due to legal requirements; or (h) statutory subsidies or grants (which shall accrue to MHC MOBILITY as the owner).

3.3.2 Any adjustments shall be communicated in writing. If the Customer does not agree to a material price adjustment, they may terminate the Lease Agreement under the termination clause (Article 8.1). The Customer must respond within fourteen (14) calendar days of notification of the adjustment. If no response is received within this period, the adjustment shall be deemed accepted.

### Article 3.4 — Mileage Reconciliation

3.4.1 The monthly Lease Fee is calculated on the basis of the estimated annual mileage provided by the Customer. If the actual mileage differs from the estimated mileage by more than ten per cent (10%), MHC MOBILITY shall be entitled to adjust the Lease Fee retroactively to reflect the actual circumstances.

3.4.2 Upon termination of the Lease Agreement, the actual mileage shall be reconciled in accordance with the Special Conditions (excess mileage or mileage below the agreed allowance). MHC MOBILITY may terminate the Lease Agreement early if the maximum mileage agreed in the Special Conditions is reached, subject to a notice period of thirty (30) calendar days.

### Article 3.5 — Security Deposit and Advance Payment

3.5.1 In the case of short-term rental, a security deposit may be agreed upon and shall be payable before the Vehicle is made available. The security deposit shall not accrue interest. MHC MOBILITY shall refund the security deposit once the Customer has fully complied with all obligations under the Lease Agreement.

3.5.2 In the case of full operational lease, the agreed amount shall not constitute a security deposit but an advance payment. The advance payment shall be payable before the Vehicle is ordered, shall not accrue interest and shall be taken into account when calculating the Lease Fee: payment of the advance shall reduce the monthly Lease Fee. The advance payment is therefore non-refundable and shall not be repaid by MHC MOBILITY at the end of the Lease Agreement.

## CHAPTER 4 — USE OF THE VEHICLE

### Article 4.1 — Proper Use, Prohibited Activities and Geographical Restrictions

4.1.1 The Customer shall use the Vehicle with due care and diligence, in accordance with the manufacturer's instructions and applicable traffic regulations, and solely for business purposes and normal private use.

4.1.2 Without the prior written consent of MHC MOBILITY, the Customer shall not:

(a) sublease the Vehicle, rent it out for the commercial transport of passengers or goods, use it to provide driving lessons to family members who do not live in the same household, or otherwise make it available to third parties for consideration;

(b) participate in motor racing, speed trials or drive the Vehicle on closed circuits;

(c) allow the Vehicle to be driven by any person under the influence of alcohol, drugs or narcotic medication;

(d) use the Vehicle for unlawful purposes or in any manner contrary to the insurance terms and conditions;

(e) make any technical or structural modifications to the Vehicle;

(f) use the Vehicle outside the permitted geographical area: the Vehicle may only be used in countries within the European Economic Area (EEA), the United Kingdom and Switzerland. Use outside this area requires the prior written consent of MHC MOBILITY.

4.1.3 The Vehicle must remain registered in Belgium throughout the Lease Term.

4.1.4 The Customer shall ensure that all persons to whom they entrust the Vehicle comply with these conditions of use. The Vehicle may only be driven by holders of a valid driving licence.

### Article 4.2 — Serious Traffic Offences

4.2.1 In the event of repeated violations of the Belgian Highway Code or other criminal law provisions by the Customer or the driver, MHC MOBILITY shall be entitled to terminate the Lease Agreement with immediate effect. Such violations include, but are not limited to: driving under the influence of alcohol or drugs; leaving the scene of an accident; driving without a valid driving licence; failing to comply with an order to stop; encouraging excessive speeding; crossing a train crossing when the red warning lights are flashing; making U-turns or reversing on motorways; participating in speed races on public roads; failing

to stop at a red traffic light; disregarding overtaking restrictions; and overtaking near pedestrian or cyclist crossings.

For the purposes of this Agreement, "repeated" shall mean: three or more serious traffic offences as referred to in Article 4.2.1, recorded within a period of 24 months.

4.2.2 If the Vehicle is seized by the police, all associated costs shall be borne by the Customer. If the Vehicle is confiscated by court order, the Customer shall fully indemnify MHC MOBILITY.

### Article 4.3 — Maintenance, Repairs and Dealer

4.3.1 MHC MOBILITY undertakes to arrange for the maintenance of the Vehicle and the performance of any necessary repairs, insofar as these are included in the agreed leasing services. The Customer shall ensure that the Vehicle is regularly maintained in accordance with the manufacturer's maintenance schedule.

4.3.2 Where "maintenance" is included as a component of the Lease Agreement, MHC MOBILITY shall bear the following costs: maintenance, repairs, replacement of parts and tyres resulting from normal use, lubricants, coolant and oil top-ups between scheduled services.

4.3.3 Under no circumstances shall MHC MOBILITY bear the following costs (non-exhaustive list): repairs resulting from inadequate maintenance, an incident causing damage, accessories not included in the Lease Agreement, negligence or carelessness on the part of the Customer, or the use of fuel or additives not specified by the manufacturer; costs arising from technical modifications; repairs to minor damage resulting from normal use; storage and car washing costs; and fuel costs.

4.3.4 All repairs, maintenance and tyre replacements shall be carried out exclusively by the Dealer designated by MHC MOBILITY. All repair work requires the prior written consent of MHC MOBILITY, which may also be obtained by email.

4.3.5 For repairs carried out abroad, the Customer shall obtain the prior consent of MHC MOBILITY. MHC MOBILITY may require the Customer to pay the costs in advance. Reimbursement shall depend on the terms of the Lease Agreement and shall be subject to the invoice being issued in the name of MHC MOBILITY.

4.3.6 If repair or maintenance costs prove to be disproportionate or not in line with market rates, MHC MOBILITY reserves the right to terminate the Lease Agreement with immediate effect.

4.3.7 If the Customer fails to collect the Vehicle within forty-eight (48) hours of completion of the work by the Dealer, MHC MOBILITY shall be entitled to charge any applicable storage costs.

4.3.8 MHC MOBILITY shall not be liable for the manner in which a Dealer performs its work or for any resulting damage.

### Article 4.4 — Technical Damage and Expert Assessment Procedure (Abnormal Use)

4.4.1 If the Vehicle has sustained technical damage as a result of abnormal use, MHC MOBILITY shall arrange for the cause and extent of the damage to be documented in an internal expert assessment report, which shall be forwarded to the Customer.

4.4.2 Unless the Customer submits a reasoned technical objection within fourteen (14) business days of receiving the report, the Customer shall be deemed to have accepted both the findings and the estimated costs set out in the report.

4.4.3 In the event of a timely and substantiated objection, the parties shall jointly appoint an expert by mutual agreement. If no agreement can be reached, an expert shall be appointed by the competent court. Both parties shall cooperate fully with the assessment.

### Article 4.5 — Traffic Fines and Administrative Penalties

4.5.1 The Customer shall be personally and fully responsible for all traffic fines, administrative penalties, parking charges and other similar charges imposed in connection with offences committed during the Lease Term.

4.5.2 In accordance with Article 67ter of the Belgian Road Traffic Act, MHC MOBILITY shall, at the request of the competent authorities, identify the Customer as the user of the Vehicle. The Customer undertakes to provide MHC MOBILITY and the police with the full name and address of the actual driver within forty-eight (48) hours and authorises MHC MOBILITY to disclose this personal data to the competent public authorities and bodies for the purposes specified in Article 67ter of the Belgian Road Traffic Act.

4.5.3 Fines and charges addressed to MHC MOBILITY shall be forwarded to the Customer without modification and without any additional charges. If the Customer fails to respond or pay within the specified period and MHC MOBILITY is required to send a reminder, the Customer shall be liable for an administrative processing fee of fifty euros (EUR 50), excluding VAT, per reminder. No additional contractual increases shall apply to this fee. Any increases, surcharges and enforcement costs arising from fines received late by MHC MOBILITY or from a late response or payment by the Customer shall not be borne by MHC MOBILITY and shall be passed on to the Customer.

### Article 4.6 — Damage, Reporting and Insurance

4.6.1 MHC MOBILITY requires the Customer to take out third-party liability insurance and comprehensive insurance. In addition to this mandatory third-party liability insurance and comprehensive insurance, the Customer may choose to take out legal expenses insurance and personal accident insurance for the driver and passengers. MHC MOBILITY shall make the applicable policy terms and conditions available.

4.6.2 The Customer may authorise MHC MOBILITY to take out insurance policies in the Customer's name and for the Customer's account and to include the premiums in the Lease Fee. If the Customer takes out third-party liability insurance independently, they shall provide the insurance policy and proof of premium payments upon request. If the Customer fails to do so, MHC MOBILITY shall take out the insurance at the Customer's expense.

4.6.3 The Customer accepts the policy terms and conditions and acknowledges that the insurer may amend them unilaterally following written notification. The Customer undertakes to comply strictly with the insurance terms and conditions to avoid suspension or loss of cover.

4.6.4 In the event of any damage, theft or collision, the Customer shall be obliged to: (i) report the incident to the competent authorities where required by law; (ii) notify MHC MOBILITY in writing within twenty-four (24) hours; (iii) complete the accident report form in full; and (iv) provide MHC MOBILITY with all relevant documents as soon as possible. Any damage resulting from intentional misconduct, driving under the influence or failure to comply with legal obligations shall be borne entirely by the Customer.

4.6.5 Fuel card: A fuel card may be provided in accordance with the Special Conditions.

### Article 4.7 — Theft and Total Loss

4.7.1 In the event of theft, disappearance, vandalism or (attempted) burglary, the Customer shall immediately notify MHC MOBILITY and ensure that an official police report is drawn up by the competent police authorities. The Customer shall hand over all Vehicle keys, documents and removable components of audio, security and communication equipment to MHC MOBILITY within forty-eight (48) hours.

4.7.2 The permanent loss of the Vehicle due to theft, misappropriation or total loss, or damage which, in the opinion of MHC MOBILITY, renders repair technically or economically unfeasible, shall result in the termination of the Lease Agreement. In the event of theft or damage, the Lease Agreement shall terminate on the date on which the permanent loss is established; in the event of misappropriation, on the date of misappropriation.

### Article 4.8 — Mileage, Prohibition of Tampering and Right of Inspection

4.8.1 The Customer undertakes not to alter or tamper with either the mileage reading or the odometer, to report any odometer defects to MHC MOBILITY immediately and to have such defects repaired within twenty-four (24) hours. In the event of tampering, the Customer shall be liable for all resulting damage.

4.8.2 If the odometer becomes defective and the Customer can demonstrate that it was impossible to have the Vehicle repaired immediately, the parties shall determine the unrecorded mileage in accordance with the principles of reasonableness and fairness. If no agreement can be reached, the competent court shall appoint an independent expert.

4.8.3 MHC MOBILITY reserves the right at all times to verify whether the Customer is using the Vehicle correctly. MHC MOBILITY may inspect the Vehicle at any time, regardless of its location, without prior notice. The Customer expressly agrees to this in advance and shall cooperate fully.

### Article 4.9 — Accessories

4.9.1 Accessories or modifications to the Vehicle other than those specified in the Lease Agreement shall only be permitted with the prior written consent of MHC MOBILITY. If MHC MOBILITY grants such consent, all accessories fitted to the Vehicle shall automatically become the property of MHC MOBILITY without compensation upon expiry or termination of the Lease Agreement, unless they can be removed without causing damage.

4.9.2 The Customer may remove accessories before returning the Vehicle, provided that doing so does not cause any damage or reduction in value. All installation and removal costs and any resulting damage shall in all cases be borne by the Customer. MHC MOBILITY shall not be obliged to pay any compensation for accessories or personal belongings left in the Vehicle upon its return.

## CHAPTER 5 — LIABILITY

### Article 5.1 — Liability of the Customer

5.1.1 The Customer shall be liable for all damage to the Vehicle and for any damage caused to third parties by the Customer or a driver appointed by the Customer during the use of the Vehicle.

5.1.2 The Customer shall indemnify MHC MOBILITY against all third-party claims arising from the use of the Vehicle, except for claims arising solely from a fault attributable to MHC MOBILITY.

### Article 5.2 — Liability of MHC MOBILITY

5.2.1 MHC MOBILITY shall be liable for damage directly resulting from its own fault or a breach of its obligations under the Lease Agreement attributable to MHC MOBILITY.

5.2.2 MHC MOBILITY shall not be liable for indirect damage, consequential loss, loss of profit or business losses, except in cases of intentional misconduct or gross negligence on the part of MHC MOBILITY or its employees or agents.

5.2.3 MHC MOBILITY's liability for direct damage shall be limited, per incident, to the total Lease Fees paid by the Customer during the twelve (12) months preceding the event giving rise to the damage, except in cases of intentional misconduct or gross negligence.

5.2.4 MHC MOBILITY shall not be liable for defects or improperly performed work by the manufacturer, importer, supplier or Dealer. MHC MOBILITY shall assign the associated rights of recourse to the Customer for the duration of the Lease Term.

## CHAPTER 6 — LEASE-RELATED DAMAGE AND RETURN OF THE VEHICLE

### Article 6.1 — Return of the Vehicle: Condition, Keys, Documents and Accessories

6.1.1 Upon expiry or termination of the Lease Agreement, the Customer shall return the Vehicle at their own expense to the location and on the date specified by MHC MOBILITY, together with all keys, documents and accessories provided upon delivery.

6.1.2 The Vehicle must be in a condition consistent with normal use throughout the Lease Term, with the Delivery Certificate (new Vehicle) or Condition Report (second-hand Vehicle) serving as a reference. If the Customer fails to return any keys, documents or accessories, they shall be liable for all resulting costs and damage incurred by MHC MOBILITY.

6.1.3 If the Vehicle is returned to a location other than that specified by MHC MOBILITY, the Customer shall remain liable for the Vehicle until it reaches the designated location.

6.1.4 If the Vehicle is not returned within five (5) calendar days of the required return date, whether upon expiry of the Lease Agreement or at any other time requested by MHC MOBILITY, MHC MOBILITY shall be entitled to repossess the Vehicle immediately and without any formalities, regardless of its location. The costs of repossession shall be borne by the Customer. In addition, the Customer shall be liable for compensation equal to the monthly Lease Fee for the period during which the Vehicle remains unreturned, with each commenced period being payable in full. The Lease Agreement and these GENERAL TERMS AND CONDITIONS shall remain applicable until the date of repossession.

### Article 6.2 — Expert Assessment Procedure upon Return

6.2.1 MHC MOBILITY shall invite the Customer in writing and in good time (at least five business days in advance) to attend the expert assessment following the return of the Vehicle, specifying the date, time and location.

6.2.2 If the Customer attends, the expert assessment shall be conducted on an adversarial basis. Both parties shall receive a copy of the expert assessment report.

6.2.3 If the Customer fails to attend despite having been duly invited, the findings of the independent expert appointed by MHC MOBILITY shall be deemed enforceable against the Customer. The Customer shall have fourteen (14) calendar days from receipt of the report to submit a reasoned objection in writing.

6.2.4 In the event of a reasoned objection, the parties may jointly appoint an expert by mutual agreement. If no agreement can be reached, an expert shall be appointed by the competent court.

### Article 6.3 — Lease-Related Damage and Compensation

6.3.1 Lease-related damage shall include only damage that (i) exceeds the limits of normal use, (ii) has not been compensated under the insurance cover (or is only covered up to the amount of the excess), and (iii) has not already been included in the Lease Fee. Upon request, MHC MOBILITY shall provide the Customer with documentation demonstrating that the damage is not covered by insurance.

6.3.2 Lease-related damage shall be charged on the basis of objectively assessed repair costs, which shall be communicated to the Customer in writing within thirty (30) calendar days of the return of the Vehicle.

## CHAPTER 7 — OWNERSHIP

### Article 7.1 — Retention of Ownership and Protective Measures

7.1.1 The Vehicle is and shall remain the property of the Finance Provider with which MHC MOBILITY has entered into a contractual arrangement, or of MHC MOBILITY itself, throughout the Lease Term. The Lease Agreement grants the Customer only the right to use the Vehicle.

7.1.2 The Customer shall not transfer ownership of, pledge or otherwise encumber the Vehicle with any rights. The same applies to all removable components.

7.1.3 If third parties seek to assert rights over the Vehicle, the Customer shall immediately inform them of its ownership status and notify MHC MOBILITY without delay.

7.1.4 The Customer shall immediately notify MHC MOBILITY if the Vehicle is stolen, damaged or claimed by a third party, or if a third party seizes the Vehicle in whole or in part.

7.1.5 MHC MOBILITY shall have the right to take any measures it considers necessary to protect its ownership rights. The Customer hereby authorises MHC MOBILITY to take such measures in the Customer's name where necessary. All associated costs shall be borne by the Customer.

## CHAPTER 8 — TERM, TERMINATION AND COMPENSATION CLAUSE

### Article 8.1 — Termination Clause (Early Termination Without Breach of Contract)

8.1.1 The Lease Agreement shall be concluded for the Lease Term specified in the Special Conditions and shall automatically expire on the agreed end date. The Customer may terminate the Lease Agreement early for reasons other than a breach of contract, provided that the Customer gives at least ninety (90) calendar days' written notice and pays a termination fee.

8.1.2 The termination fee shall be calculated as follows:

(a) In the event of full termination of the Lease Agreement: nine (9) months' rent, as defined in Article 8.2.3;

(b) In the event of full termination during the final nine (9) months of the Lease Term: the Lease Fees that would otherwise have been payable until the end of the agreed Lease Term;

(c) In the event of partial termination of the Lease Agreement (termination of only one component or service): thirty per cent (30%) of the fees that would otherwise have been payable for the terminated component until the end of the agreed Lease Term.

8.1.3 The termination clause and the compensation clause (Article 8.2) shall not apply cumulatively. Only one of these clauses shall apply to any given termination: the termination clause in the event of termination without breach of contract; and the compensation clause in the event of termination due to breach of contract.

### Article 8.2 — Compensation Clause (Termination Due to Breach of Contract)

8.2.1 MHC MOBILITY shall be entitled to terminate the Lease Agreement, as well as all other lease agreements entered into with the Customer, automatically and without judicial intervention, and to repossess the Vehicle in the following circumstances (the costs of repossession shall be borne by the Customer):

(a) failure to pay one or more Lease Fees on time following formal notice of default, granting a period of fourteen (14) calendar days to remedy the breach;

(b) failure to perform or comply with any other provision of the Lease Agreement following formal notice of default, granting a period of fourteen (14) calendar days to remedy the breach;

(c) an application for a suspension of payments, an application for judicial reorganisation, bankruptcy, cessation of payments, a formal protest or attachment against the Customer;

(d) dissolution or death of the Customer (where the Customer is a natural person);

(e) the Customer permanently relocating abroad;

(f) the Customer company becoming unable to function due to the absence of effective management (e.g. the death of the managing director of a single-member private limited liability company);

(g) termination, suspension or annulment of any insurance policy by the insurance company;

(h) the permanent and total destruction of the Vehicle;

(i) a reduction in the value of the guarantees and security provided;

(j) an actual or impending infringement of the ownership rights relating to the Vehicle as a result of third-party claims;

(k) three or more non-recoverable claims within a period of twelve (12) months.

8.2.2 The rights and obligations arising from existing Lease Agreements shall remain in effect until all lease agreements with the Customer have been terminated (cross-default).

8.2.3 In the event of termination due to breach of contract, the Customer shall be liable for fixed compensation equal to nine (9) months' rent, subject to a minimum of EUR 750. For the purposes of this Article, "rent" shall mean: the total monthly lease amount agreed in the Special Conditions, comprising (i) the rental charge for use of the Vehicle, (ii) insurance and (iii) interest.

8.2.4 This fixed compensation covers lost Lease Fees, financing costs, administrative costs and the loss of expected contractual revenue. The Customer shall retain the right to demonstrate that the actual loss suffered is lower.

8.2.5 The compensation clause shall not affect the obligation to pay any Lease Fees that have already fallen due but remain unpaid, interest (Article 3.2) and lease-related damage (Article 6.3). The compensation clause and the termination clause (Article 8.1) shall not apply cumulatively.

### Article 8.3 — Reciprocity Clause

8.3.1 If MHC MOBILITY terminates the Lease Agreement due to a breach of contract on its part (failure to deliver the Vehicle or persistent unavailability that cannot be remedied due to its own fault), the Customer shall be entitled to compensation equal to nine (9) months' rent (as defined in Article 8.2.3).

8.3.2 If delivery is delayed by more than sixty (60) calendar days for reasons attributable to MHC MOBILITY, the Customer shall have the right to terminate the Lease Agreement without paying a termination fee.

## CHAPTER 9 — FORCE MAJEURE

### Article 9.1 — Force Majeure Provisions

9.1.1 Neither party shall be liable for any failure to fulfil its obligations resulting from force majeure: an unforeseeable and unavoidable event beyond the reasonable control of the party concerned that makes performance temporarily or permanently impossible. The Customer's inability to pay or financial difficulties shall not be considered force majeure.

9.1.2 The party invoking force majeure shall notify the other party in writing as soon as possible and take all reasonable measures to mitigate the effects.

9.1.3 If the force majeure event continues for more than one hundred and twenty (120) calendar days, either party shall have the right to terminate the Lease Agreement by registered letter, without compensation. Any costs charged to MHC MOBILITY by the supplier or manufacturer as a result of the force majeure event shall be passed on to the Customer.

## CHAPTER 10 — DATA PROTECTION

### Article 10.1 — Processing of Personal Data

10.1.1 MHC MOBILITY processes the personal data of the Customer's contact persons and drivers as a data controller within the meaning of Regulation (EU) 2016/679 (GDPR) and the Belgian implementing law of 30 July 2018.

10.1.2 Legal bases: (i) performance of the Lease Agreement (Article 6.1.b GDPR); (ii) compliance with legal obligations, including Article 67ter of the Belgian Road Traffic Act (Article 6.1.c GDPR); (iii) legitimate interests relating to internal management, fraud prevention and direct marketing (Article 6.1.f GDPR).

10.1.3 Personal data shall be retained for a maximum of ten (10) years after the expiry or termination of the Lease Agreement, unless longer statutory retention periods apply.

10.1.4 Data subjects have the right of access, rectification, erasure, restriction of processing, data portability and objection. Requests must be sent to: bas.geursen@mhcmobility.nl . The full privacy notice is available upon request.

10.1.5 MHC MOBILITY shall implement appropriate technical and organisational security measures. Personal data shall not be transferred to third countries outside the European Economic Area (EEA) without appropriate safeguards.

## CHAPTER 11 — FINAL PROVISIONS

### Article 11.1 — Transferring

11.1.1 The Customer may not transfer their rights and obligations without the prior written consent of MHC MOBILITY. MHC MOBILITY reserves the right to transfer the Bicycle Lease Agreement to a third party, provided that the Customer is notified in writing.

### Article 11.2 — Severability and Moderation

11.2.1 If any provision is found to be invalid, void or unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that reflects the original intention as closely as possible. The parties agree that the competent court may reduce or modify the original provision where appropriate.

### Article 11.3 — Notices, Changes of Address and Correspondence

11.3.1 All notices relating to the Lease Agreement shall be sent by registered letter or by email with acknowledgement of receipt. Correspondence by email is expressly accepted.

11.3.2 The Customer shall notify MHC MOBILITY in writing of any changes of address in good time. Failure to do so shall render any notification sent to the last known address valid.

### Article 11.4 — Competent Court

11.4.1 All disputes shall be submitted exclusively to the competent courts of the judicial district in which MHC MOBILITY's registered office is located, unless mandatory legal provisions prescribe otherwise. Belgian law shall apply, excluding any conflict-of-law rules that would result in the application of another legal system.

### Article 11.5 — Complaints Handling

11.5.1 Complaints shall be submitted to MHC MOBILITY in writing. MHC MOBILITY shall acknowledge receipt within five (5) business days and handle complaints within fifteen (15) business days.