



General Terms and Conditions (GTC), Zen Car

Article 1 - Aim

The purpose of this contract is to define the general terms and conditions of use of the service by clients.

Article 2 - Nature of the service

A - Zen Car offers sustainable transport services to individuals and companies using battery-driven and original vehicles through time-sharing at all times throughout the year 24/7/365.

B - The vehicles are available from stations in accordance with the plan appended in the Annex.

C - It is stipulated that the present contract is an obligation of means. Zen Car shall therefore under no circumstances whatsoever be held liable for the unavailability of vehicles at a station.

D - The client may use the vehicle within the Brussels-Capital Region, composed of nineteen (19) municipalities (communes) and the city outskirts.

E - The rental fee includes all service costs: electricity, maintenance, repairs, insurance, cleaning, parking, etc.

Article 3 - Term

A - The contract is valid for a period of twelve (12) months. It may be terminated at any time. Termination of membership of the scheme requires one (1) month's notice.

B - It will be extended by tacit renewal except in the event of termination by the client by registered mail with recorded delivery, one (1) month prior to the expiration of the present contract. Termination of the contract shall take effect upon refund by the client of the means of access to the vehicles and all documents provided to the client within the framework of the contract, upon closing of the

account and after payment of all outstanding amounts by the client.

Article 4 - Transferability

A - The present contract is non-transferable.

B - The client may not sell, mortgage or pledge the vehicle, its accessories or set of tools, nor treat them in such a manner as to disadvantage Zen Car.

Article 5 - Responsibilities

A - Provision of a vehicle is made personally to the signatory of the present contract.

B - In the event where the signatory is representing a legal entity, he or she must be in a position to provide documents proving that he or she is duly authorised to act in that capacity.

C - The vehicle may only be driven and operated by the signatory of the present contract or by a member, in case of a legal entity. It is further stated that:

- the person who signs the contract shall remain responsible to Zen Car,
- the driver must meet all the obligations incumbent upon them under the present agreement.

D - The client shall have custody of the vehicle and its accessories from the time it is leased until its return. He or she is liable for damages resulting from his or her clumsiness, negligence, or through his or her fault or related to use which does not comply with these terms and conditions. He or she is responsible for any damage to the vehicle other than normal wear and tear.

E - All intentional or unintentional damage caused by the client in the course of the lease and which is not covered by the insurance policy are the responsibility of the client.

F - Zen Car is not responsible for loss or damage caused by (or to) the Client to (or by)



any third party whatsoever during loading or unloading of the vehicle. Moreover, the clothes and objects transported are not covered in any manner whatsoever.

G - Except with respect to the latent defects of the vehicle, of the on-board system and of the reservation system, the liability of Zen Car is limited to cases of malicious intent or serious negligence.

Article 6 - Zen Car terms of use

A - The client is only entitled to use the vehicle if he or she has a subscription, and on condition that they have a valid reservation and hold a final driving licence (category B), (photocopies of which must be submitted by the client during registration) and recognised in Belgium. Drivers' licences in languages using a non-Roman alphabet must be accompanied by an international driver's licence. Membership of the scheme and the prepaid card are available to any natural or legal person (without prejudice to the conditions imposed by Zen Car).

B - The driver must be 18 years old or older.

C - The client must also fulfil the following conditions:

Having no physical disability or sickness reducing the ability to drive.

Never been revoked by a motor legal liability insurance company.

Never been prosecuted for driving under alcohol, breathalyzer test refusal, breath and/or blood analysis refusal or hit and run.

Never been sentenced to a withdraw (even temporarily) of the driving license

Having no faulty car disaster within the last 2 years

D - As part of the registration process, Zen Car will take an imprint of your credit card that will allow for automatic payment of your membership fee and/or bookings. The customer's credit card will also be charged if any damage is found to the vehicle and/or in case of an accident for which the member is deemed responsible. This credit card imprint may also be used to pay any additional fees, parking fines and damages. All amounts are set out in the currently applicable price list.

E - Zen Car reserves the right to revoke access rights without prior notice to any client that does not abide by the terms of the present contract, the terms of use of the service, respect applicable legislation and regulations or that contributes to a substantial modification of vehicle insurance conditions through the occurrence of repeated accidents. Zen Car shall notify the client to that effect immediately.

Article 7 - Documentation and Zen Car Card

A - It is hereby stated that Zen Car shall present the terms of use of the vehicles, the specificities of use and the personal safety rules to be respected before using the vehicle. The client acknowledges receipt of a user guide for this service as well as a copy of the present contract, which he or she has read with all the required attentiveness.

B - Zen Car makes the following available in the glove compartment:

- Documents required by law, in the form of photocopies (vehicle registration certificate, car insurance certificate);
- A car accident report; and
- A Zen Car manual.

C - Upon joining the scheme, new customers are provided with a Zen Car card, which allows them to independently access the vehicles (equipped with an on-board system). This card is personal, non-transferrable, may not be passed on to third parties and must be carefully kept. Clients shall be liable for any



wrongful use of this card by third parties (passing it on without permission, failure to declare the loss of the Zen Car card....) and for any damage resulting therefrom. A Zen Car card only grants access to one vehicle at a time.

D - All documents made available to the client during registration remain the property of Zen Car.

E - Loss of the Zen Car card must be reported immediately to the telephone centre. A penalty fee will be charged for the replacement of a lost, stolen or damaged Zen Car card, as for a temporary blocking of the card. The client has civil liability for all additional damages or loss brought about by the failure to communicate the loss of the card, or for doing so late.

F - Zen Car reserves the right to take back or block the card at any time without being obliged to provide reasons for doing so (revocation of the right of use). In such a case, the Zen Car card must be returned to Zen Car without delay. With effect from the time the client is requested to return the card or the card is blocked, the card ceases to be valid for obtaining provision of services. Any reservations made with the card will be cancelled by Zen Car. There will be no refund of payments already made.

G - Use of a Zen Car card that is no longer valid is prohibited. Zen Car reserves the right to institute criminal proceedings as well as proceedings for damages

H - The Zen Car manual, specific instructions or limitations on use as well as safety regulations and the terms and conditions of insurance are subject to change at any moment. The updated version is available on the Zen Car website.

Article 8 - On-board management and reservation systems

A - The client undertakes not to interfere in any manner whatsoever with the on-board

management system in the vehicle and/ or with the Zen Car online reservation system. Any misuse will result in legal proceedings and claim for damages.

B - Zen Car is only liable for defects to the system (on-board management system or reservation system) insofar as there is a fault on the part of Zen Car. Zen Car may prove that there is no fault. The same stipulation applies to damage resulting from defects to the vehicles and the reservation software.

Article 9 - Reservations

A - Before a vehicle can be used, the client must make a reservation for it, for a specified period, via a Zen Car reservation system, providing their secret code. It is not possible to make reservations without indicating your code. Bookings can be made 24 hours a day, 7 days a week either via Zen Car's smartphone app or online (www.zencar.eu). A fee will be charged for any bookings made through the service centre (02 669 77 91).

B - The minimum reservation period is one hour. Every hour that is started is invoiced fully. It is advisable to always allow for some spare time to ensure the vehicle is returned in time.

C - The client may use the vehicle within the Brussels-Capital Region, composed of nineteen (19) municipalities (communes) and the city outskirts. Any driver seeking to operate a vehicle beyond the designated region must inform Zen Car about it three (3) business days in advance. Otherwise, the client shall be solely responsible, and in no case Zen Car, for problems relating to the repair and retrieval of the vehicle.

D - Zen Car issues a separate reservation number for each reservation. Only the vehicle reserved may be used.

E - In case of shortening of the period or cancellation of reservations, the rates and penalties laid down in the price list currently in force shall be applicable, irrespective of



whether the vehicle can be leased to some other user at short notice. Extension of the reservation is possible if no other reservations have been made for the vehicle in question. Any reservation extension request must be submitted prior to the expiration of the current reservation.

F - In the event that the reserved vehicle is not located or is not available in its stated place at the onset of the reservation period, the client may contact the telephone centre to cancel the reservation or to initiate a transfer to a different vehicle, at no cost. If no replacement vehicle is available at the station, the client shall receive a credit note in compensation, determined by the price list currently in force. The client cannot demand replacement of the vehicle that is not available. Should a replacement of the reservation not be possible, the client shall be entitled, upon mutual agreement with the telephone centre, to use alternative means of transport at the expense of Zen Car, providing that the costs are reasonable. Zen Car shall be entitled to invoice the said costs to the previous client who did not meet his or her obligations.

G - Zen Car does not provide accessories (par example child seats, luggage carriers etc.). The client would therefore have to provide their own child seats if these are needed.

Article 10 - Use of Zen Car vehicles

A – A short briefing is offered to anybody using one of the vehicles for the first time in order to explain how the system works and answer any questions the customer might have.

B - The client undertakes to use or handle all vehicles with care and in the best possible manner, respecting traffic rules, heeding the instructions outlined in the user guide and the guidelines in the Zen Car log book.

C - The client undertakes to verify that the vehicle he or she leases is in good condition, is roadworthy and well maintained, and that all vehicle documents required for driving are present. He or she undertakes to record all

collisions or irregularities observed at the time of leasing the vehicle that are not mentioned in the logbook. It is imperative to contact the telephone centre in order to decide on the course of action to be taken, prior to taking to the road. The logbook can also be used by the customer to record any possible problems or complaints.

D - The client agrees to take a vehicle whose autonomy is not optimal (e.g. capacity factor less than 40%) and undertakes nevertheless to check that the vehicle's autonomy is compatible with the purpose to which the client will put it.

E - The client is responsible for disconnecting the vehicle's charging cable and the charging port, to lock the hatch cover of the charging port and to replace the charging cable in the proper place. In case of non-compliance with this requirement, a penalty fee will be invoiced, based on the price list currently in force.

F - It is the responsibility of the client to lock the safety device at the parking space. In case of non-compliance with this requirement, a penalty fee will be invoiced, based on the price list currently in force.

G - The client undertakes to take all necessary measures to keep the vehicle in proper working condition and ready or available for use. The client therefore undertakes not to leave the vehicle without first making sure all doors, of the front hood and of all components that can be locked (e.g. the hatch cover of the charging port) are securely locked.

H - If the client fails to meet the obligations set out above, he or she becomes liable for any damage or faults not recorded in the vehicle logbook.

I - Each vehicle is assigned to a specific parking location. The user must return the vehicle to the same location after use.

Article 11 - Zen Car Invoice



A - The use of a vehicle will be charged in accordance with the duration of the rental period (price per hour based on the currently applicable price list) and the type of vehicle.

B - The invoice is drawn up periodically based on the amount paid and owed. This amount is calculated based on the time recorded electronically via the on-board system and on the basis of penalty fees charged.

C - The detailed invoice is sent with high priority by email or failing that by mail to the client. It is the responsibility of Zen Car to inform clients with respect to their VAT obligations.

D - The invoice is due with effect from date on which it is drawn up and must be paid within the term of payment stipulated on the invoice. The invoice amount will be debited directly from the client's credit card.

E - If the bank cannot effect payment or seeks to recover the amount in question, Zen Car is entitled to demand administrative charges as set out in the price list currently in force. In case of a reminder, administrative charges will also be invoiced to the client by Zen Car according to the price list currently in force.

F - Unpaid invoices can result in the withdrawal of the authorisation to reserve /or use the vehicles, without prior notice, until full payment is made for all outstanding amounts, irrespective of whether reminders were sent to the client. Moreover, Zen Car reserves the right at any time, to withdraw from the client without notice or any obligation to provide reasons for doing so, the right to use Zen Car services, to cancel existing reservations and to unilaterally terminate the subscription contract without prior notice.

G - At the end of the payment period following the second reminder, Zen Car reserves the right to charge the amount directly to the customer's credit card.

H - Unpaid invoices shall be automatically and without formal demand subjected to a penalty

surcharge of 15% with a minimum of 50 Euros per invoice, with an annual interest rate in accordance with the statutory rate.

Article 12 - Vehicle returns

A - The vehicle must be returned, ready to use, to the parking location where it was collected no later than at the end of the rental period. If a vehicle cannot be returned on time, the service centre must be informed immediately and before the end of the rental period.

B - At the time of its return, the vehicle must be connected to its charging port. Failing that, Zen Car shall apply a penalty in accordance with the price list currently in force. The charging cable situated in the front boot must be used to recharge the vehicle. Connect it to the plug of the vehicle and the charging port and make sure the hatch cover of the charging port and the vehicle's boot are locked securely. The client shall be liable throughout the entire reservation period, for any defects to or loss of the power cord. The client must see to it that the vehicle is only recharged at the power supply devices (charging stations) reserved for Zen Car. Failure to comply with these requirements shall entitle Zen Car to receive compensation from the client, in accordance with applicable penalties at the time.

C - The vehicle must be returned clean and ready for use. All appliances must be turned off, windows closed, the bonnet closed, the boot locked, the hatch cover of the charging port closed and all doors locked using the Zen Car card. The client shall be responsible for the repair or removal of any small defects as well as for maintenance work resulting from use of the vehicle. Before proceeding to eliminate small defects on the vehicle, the course of action to be taken must of necessity be agreed with the 24-hour telephone centre. Expenses will be reimbursed upon presentation of an invoice, provided that these defects or faults are not attributable to the client. Other problems and irregularities must be reported to the telephone centre without delay, so that



the measures required to address them can be taken.

D - Stains and other dirty marks clearly visible on the inside and outside of the vehicle, caused by the client, must be removed by the latter and entirely at his or her expense, before the expiration of the term of hire. Failing that, Zen Car shall invoice the corresponding expenses to the client, in accordance with the price list currently in force.

E - In case of late return of the vehicle, the client shall pay a penalty (late payment fee) in addition to the hourly rate, in accordance with the price list currently in force.

F - After using the vehicle, the key must be returned in the glove compartment or to the designated location.

G - The client must notify the telephone centre if the parking spot reserved is not available.

H - Zen Car shall under no circumstances whatsoever be liable for items forgotten or stolen in the vehicle.

Article 13 - Restrictions on vehicle use

A - The client formally undertakes not to drive a Zen Car vehicle in the event of a temporary or permanent withdrawal of their driver's licence. The client must notify Zen Car to that effect immediately. Any misuse will give rise to legal proceedings and claims for damages.

B - The client shall use the vehicle for his or her personal needs whilst taking proper care of it, which expressly excludes use of equipment such as personal stereos when driving, use of mobile phones without hands-free kits, amongst others. The client shall not use it to transport passengers and/or goods in return for payment.

C - The client formally undertakes not to drive a Zen Car vehicle under the influence of alcohol, medications, or drugs or in any other state that affects their ability to react to

situations on the highway (fatigue, illness etc.).

D - The client undertakes to abide by all rules and regulations currently in force, especially but not limited to those pertaining to traffic, parking, Customs and transport. The client shall bear the consequences of traffic and/or parking offences or infringements attributable to them. Zen Car shall pass on the name and address of the client in question and calculate /deduct tax on the expenses incurred by Zen Car. The proceedings and all financial consequences thereof (fines, costs of proceedings etc) shall be at the expense of the client.

E - The client undertakes to abide by the regulations currently in force and in particular, to present the vehicle documents in the event of checks by, for example, police officers. It is stipulated that the client alone shall bear the consequences of his or her failure to present the vehicle documents to the competent authorities.

F - For reasons of hygiene, animals may only be transported in appropriate cages or on a blanket or similar cover. The vehicle must be cleaned thereafter at the hirer's expense. In the case of any failure to do so, arrangements will be made for the vehicle to be cleaned at the client's expense.

G - Smoking is strictly forbidden in Zen Car vehicles.

H - The client undertakes to respect the normal rules of use for personal vehicles and to refrain from using Zen Car vehicles:

- To propel or tow another vehicle or trailer, or to move it in any manner whatsoever,
- To transport hazardous substances of any kind (inflammables, explosives, noxious fumes etc.) or those giving off or capable of emitting foul odours /stanches.
- To carry out any modification, even a minimal one,
- In the context of competitions or tests, even on a private circuit,
- Off-road or on non-public roads,



- When overloaded, i.e. with a number of passengers or a load greater than the maximum specified in vehicle documents,
- In demonstrations or manifestations (for example, automobile sports),
- For driving lessons.

Any possible exceptions to the foregoing require the approval of Zen Car.

I - Any damage resulting from inappropriate use of the vehicles or other than for the intended purpose shall be invoiced in its entirety to the client.

Article 14 - Damage, breakdown and accident

A - In case of faults, damage or other breakdowns that do not impede continuous use of the vehicle and/or endanger the safety of passengers, the client shall notify Zen Car and make a note of said breakdowns in the log book of the vehicle. The approval of Zen Car is required in order to continue driving the vehicle.

The Zen Car help desk is available 24 hours a day, 7 days a week.

B - In the event of breakdowns that render it difficult or impossible to continue the journey, Zen Car must be notified immediately so as to determine the steps to be taken.

C - If the brake fluid indicator light or any other red warning light starts illuminating or flickering, the driver must stop the vehicle at once and contact the 24-hour telephone centre, for the necessary instructions. It is strictly forbidden to continue the journey.

D - In case of an accident, the client undertakes to abide by the following rules, under penalty of being deprived of the benefits of insurance coverage:

- In all cases, to immediately call the police and notify Zen Car;
- The driver may not sign any admission of liability or of fault. The resulting costs are not borne by Zen Car under any circumstances;
- To complete and send the accident claim to Zen Car without delay;
- To collect and note down the names and addresses of the persons involved as well as those of witnesses;

- Not to abandon the vehicle without taking the necessary steps to ensure its safeguard and safety

- Only Zen Car is authorised to call in a breakdown service. If an unauthorised breakdown service is called, the expenses of the breakdown service will not be borne by Zen Car, but will be invoiced to the client.

E - No liability is enforceable on Zen Car and its insurers, with whom the client undertakes to cooperate within the framework of any investigation and/ or legal proceedings.

F - Operating losses caused by negligence (e.g. tyre punctures caused by negligence), as well as costs incurred which are not covered by the insurance will be invoiced entirely to the client.

G - In case of damage for which the responsibility of the client is established, the client shall be invoiced for compensation in accordance with the published price list, for each day on which the vehicle is immobilised.

H - In the event of damage to the vehicle resulting from non-compliance with the General Terms and Conditions (GTC), the client must pay Zen Car full compensation.

I - In the absence of a car accident report, Zen Car shall be entitled to consider the last client that used the vehicle prior to the discovery of the damage as the person responsible for the damage and to hold him or her responsible, unless he or she provides proof to the contrary.

J - In case of theft, voluntary damage or vandalising of the vehicle or its component parts, the client must lodge a complaint with the police and inform Zen Car directly.

K - In all cases, the client is liable to Zen Car for payment for damages to the extent of the policy excess. Damage is repaired on the basis of the assessment made by Zen Car and its insurance company.



Article 15 – Insurance

A - Subject to compliance with the general terms and conditions of membership and compliance with the Highway Code, Zen Car users enjoy compulsory third-party insurance cover and comprehensive insurance for damage to the vehicle.

B - Members of the scheme can access Zen Car's car insurance conditions at any time upon request.

C – In case of loss, theft, vandalism or damage to the vehicle, its equipment and/or accessories, Zen Car members of the scheme are liable to pay only up to the indemnity limit of €600, which can be further reduced by liability cover offered by Zen Car. Should the value of the damage be lower than the excess, the member will only pay the amount of the repair, a downtime compensation for the period during which the vehicle is restored to its previous roadworthy condition, any towing charges as well as accident management costs.

D - The following rules shall be applicable with respect to coinsurance:

- Excess for theft: 600 €
- Excess per damage in the event of involved responsibility or of unidentified third party: 600 €
- Reduced excess for theft: 300 € (€ 5/month supplement)
- Reduced excess per damage in the event of involved responsibility or of unidentified third party: 300 € (€ 5/month supplement)

E - Zen Car vehicle insurance does not cover the theft of personal effects left in the vehicle by the user.

F - The insurance subscribed by Zen Car does not cover damage to tyres. The cost of their repair shall be borne by subscribers.

G - Regardless of the insurance benefits provided for in the Zen Car insurance contract, the client shall be liable for damage to the vehicle or to any onboard equipment (on-board electronic system) brought about by his or her fault or negligence. The user shall be liable for any damage to the vehicle.

H - Zen Car reserves the exclusive right to use only the repair shop of its choice for any repair to its vehicles.

Article 16 - Modification of the price list, the general terms and conditions as well as other aspects of the contract

Zen Car reserves the right to unilaterally modify the present General Terms and Conditions, price list and all its articles at any time. Modifications are announced and published on the Zen Car website as well as in the newsletter and shall be considered to have been communicated to and endorsed by clients thirty (30) business days prior to their entry into force.

Article 17 - Change of name, address and banking entity

The client undertakes to communicate to Zen Car in writing or to directly enter on the Zen Car client portal, any change of names, address or banking entity, within ten (10) business days. Until the new name or address is received, information sent by Zen Car to the name last used, respectively the last address and banking entity last communicated shall be considered to be valid.

Article 18 - Data processing and protection

A - The service is subject to a normal declaration to the Commission for the Protection of Privacy (CPP), better known as the Belgian Privacy Commission.

B - The client is aware of the fact that the personal data collected is subject to IT processing for the purpose of invoicing as well as to keep them informed about Zen Car activities. Personal data is stored in the Zen Car database and the latter is the property of



Zen Car. Use of this data for commercial purposes is prohibited. Within the framework of partnerships, personal data may be communicated to Zen Car partners, of which the client is a member.

C - In accordance with the Belgian law of December 8, 1992 on Privacy Protection in relation to the Processing of Personal Data, the client retains the right to access and rectify data that concerns him or her. To exercise the said right and to have information that concerns him or her, communicated to him or her, the client must contact the telephone centre.

Article 19 - Miscellaneous items

Any possible illegality or nullity of a clause, a paragraph or a provision (or part of a clause, a paragraph or a provision) shall by no means affect the legality of the other clauses, paragraphs or a provisions of the present contract, neither will it affect the rest of the rest of the clause, paragraph or a provision, unless there is evidence of intentions to the contrary in the text.

Article 20 - Applicable law

This contract shall be construed and applied in accordance with the laws of Belgium. All disputes relating to or ensuing from this contract, without any preliminary amicable settlement shall fall within the jurisdiction of the district courts of Brussels, unless the said courts lack territorial competence to settle the dispute by virtue of the Belgian Act on Commercial Practices and Consumer Information and Protection.

Zen Car™, valid from 30.11.2011

For the client, Preceded by the words « read and approved », date, surname, first name and signature