

## VECHICLE LEASE AND SERVICES AGREEMENT

{agreementDate}

**[FILLED IN AUTOMATICALLY]**  
Sofia, the Republic of Bulgaria

Parties to the Agreement:

**Lessor:**

RIDE SHARE BULGARIA (“SPARK”)

Legal entity’s code: 204787918

VAT payer’s code: BG204787918

Registered office: Building 16D, Sofia park, Vitosha district, Sofia

Data on the company is collected and kept by the Register of Legal Entities of the Republic of Bulgaria

Represented by Stefan Vladimirov Spassov - Executive director

Phone No: +359 2 419 3476

E-mail: info@spark.bg

**Lessee: [FILLED UP AUTOMATICALLY]**

Name: {personFirstName}

Surname: {personLastName}

Personal code: {personPersonalCode}

Citizenship: {personCitizenship}

Residence address: {personResidenceAddress}

Mobile phone No: {personMobilePhoneNumber}

E-mail: {personEmailAddress}



## 1. DEFINITIONS

- 1.1. **Lessee** – a party to this Agreement, indicated as the “Lessee”. By registering on the website or creating a profile in the Mobile Application the Lessee unconditionally confirms that he agrees and has the right to use the Vehicle under the conditions indicated in the Agreement and the General Terms and Conditions.
- 1.2. **Lessor** – “RIDE SHARE BULGARIA” AD
- 1.3. **Parties** – collectively the Lessor and the Lessee; each of them indicated separately as the **Party**, when avoiding distinguishing one of them..
- 1.4. **Agreement** – this Vehicle lease and services agreement, concluded between the Lessor and the Lessee, inseparable part of which are these General Terms and Conditions and Annex № 1 – List of Penalties, with the contents of which the Lessee unconditionally agrees by registering in the Mobile application.
- 1.5. **General Terms and Conditions** – General Terms and Conditions regarding lease and provision of services, which are accepted by the Lessee by concluding this Agreement and which are an inseparable part of the Agreement and which can be amended by the Lessor at any time in accordance with the clauses of this Agreement..
- 1.6. **Vehicle Use Period** – period of time from the unlocking of the Vehicle by the Lessee selecting command “Unlock” on the screen of smartphone of the Lessee by using the Mobile Application of the Lessor, until returning the Vehicle to approved location specified in compliance with the General Terms and Conditions and terminating the lease by selecting command “Finish trip” on the screen of a smartphone of the Lessee by using the Mobile Application of the Lessor. For the period of selecting of the command “Unlock” and until the selection of command “Finish trip”, the Lessee owes rent in accordance to the up-to-date Price List of the Lessor. For the avoidance of doubt, under no circumstances has the Lessee right to use the vehicle without starting a session and selecting the command “Unlock”, otherwise the Lessee owes not only payment of rent, determined in accordance to the up-to-date pricelist of the Lessor and Penalty the amount of which is stated in Annex № 1 – List of Penalties. The command “Finnish Trip” can be activated by the Lessee only in the Permitted Locations, which are having free, no charge and unhindered public access, otherwise the Lessee owes payment of the rent price in accordance to the acting Price List of the Lessor up to the date of parking of the vehicle in the Permitted Location termination of the session, possibly owed penalties, and also compensation of possible costs and suffered losses.
- 1.7. **Permitted Location** – location, which is marked as a zone, at which it is allowed to end a session by the Lessee in the mobile application and which is not private property and/or access / stay / parking, is not prohibited and/or limited and/or for stay / parking is not needed payment of a price for stay and/or parking.
- 1.8. **Vehicle System** – an electronic system installed in the Vehicle, which records and provides the Lessor access to information about current location of the Vehicle, distance covered by the Vehicle, Vehicle Use Period, as well as other data in relation to the Vehicle and its use.
- 1.9. **Vehicle** – an electrically propelled vehicle which is provided by the Lessor to the Lessee for temporary possession and use in accordance with the procedure and terms indicated in the Agreement and the General Terms and Conditions.
- 1.10. **List of Penalties** - list of penalties for improper performance or failure to perform the Agreement (including, but not limited to the General Terms and Conditions) indicated in Appendix 1 to the Agreement, with which the Lessee states his unconditional agreement to the date of registration in the mobile application and every time when he starts using it. For the avoidance of doubt, provided that as a result of the non-performance of the Lessee of any of



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the directives of the Lease Agreement and or the General Terms and Conditions, there are grounds for imposing various penalties from the Lessor, the Lessor shall have the right to apply all penalties cumulatively, to which the Lessee provides his agreement to the date of registering in the Mobile Application. Claiming penalties from the Lessor does not relieve the Lessee of his obligation to cover all documented costs in connection with the remedy of the damages (losses and/or loss of earnings) incurred as a result of the non-performance.

- 1.11. **Charging Station** – Vehicle electric charger, located at places indicated in the Mobile Application. The location of Charging Stations is shown in the Mobile Application and on the Website.
- 1.12. **Price List** – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Website and the Mobile Application and may be modified by the Lessor in accordance with the terms and conditions of this Agreement. The Lessor has the right to unilaterally amend the Price List during the duration of this Agreement
- 1.13. **Mobile Application** – Vehicle search, reservation, use, payment and other services system maintained by the Lessor, which is managed by the smartphone of the Lessee. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- 1.14. **Services** – Vehicle maintenance (major and current repairs, technical service) services, compulsory insurance against civil liability for the vehicle's holder and vehicle insurance (KASKO), all materials necessary for the exploitation of the Vehicle (e.g. electricity, windscreen washing fluid).
- 1.15. **Website** – website of the Lessor under the address – [www.spark.bg](http://www.spark.bg).

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. Under this Agreement, the Lessor while providing Services undertakes to provide the Lessee with the lease right to temporarily possess and use the Vehicle and the Lessee undertakes to use the Vehicle in accordance with the terms and conditions indicated in the Agreement and the General Terms and Conditions to it, as well as to pay the owed lease for using these vehicles, as well as possible penalties, costs, compensations and other sums, owed pursuant to this Lease Agreement and/or the General Terms and Conditions to it.
- 2.2. Upon concluding this Agreement, the Lessor confirms the login to the Mobile Application for the Lessee by means of e-mail. Account approval in the Mobile application is done solely in appraisal and discretion of the Lessor. The Lessor has the right to approve an account of the Lessee or deactivate an account already approved of the Lessee, including cases in which is noted the provision of invalid documents and/or on the existence of enough reason to consider, that the Lessee is in bad faith and/or puts the Vehicle in jeopardy and/or the safety of road traffic participants and/or systematically breaches the directives of working legal acts and/or this Lease Agreement and the General Terms and Conditions to it. The Lessee shall protect selected login and passwords' data of the Mobile Application and shall immediately inform the Lessor if such are lost. The Lessee shall be responsible for security of such data.
- 2.3. Vehicle reservation management procedure, Vehicle use procedure, Vehicle inspection conditions, Vehicle defects and incompatibilities conditions and other procedures related to the lease of the Vehicle and the Services are governed by the General Terms and Conditions for lease and provision of services (i.e. the General Terms and Conditions), which are an inseparable part of this Agreement and are published in the Mobile Application and the Website. The Lessor is entitled to unilaterally amend the General Terms and Conditions with



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a 10 (ten) calendar day prior notice, which is published in the Mobile Application and/or the Website..

- 2.4. After concluding the Agreement, the Lessee is entitled to perform operations in relation to reservation of the Vehicle, which is shown as available to reserve, through electronic feeds by using the Mobile Application. The Lessor undertakes to provide reasonable protection of the website and the mobile application and is responsible for any adverse consequences resulting from the inadequate security of the website and / or mobile application or its technical errors. This Agreement shall be considered as accepted and irrevocable arrangement of the Lessor and the Lessee and the Lessor to the Lessee to the Lessor for the provision and use of the Services provided through the Mobile Application in accordance with the terms and conditions agreed in this Agreement and its General Terms and Conditions. Each of the Parties expressly agrees and agrees that the conclusion of this Agreement and the confirmation of compliance with the Terms and Conditions by electronic means shall have the same mandatory legal effect as the signature on written documents shall be permissible evidence in the court and any other disputes settling institution.
- 2.5. The Lessor shall provide and ensure that each vehicle has: (1) a properly functioning ignition key; 2) Vehicle registration certificate; 3) Compulsory Liability Insurance against civil liability for the vehicle's holder and General Terms Conditions; (4) also any other documents and articles required to be present in the vehicle, as required by applicable legal acts (5) Each vehicle additionally has charging cable Type 2. At the request of the Lessee and sufficient availability, the Lessor may also provide a standard Shuko cable for which the parties sign a protocol indicating the period of use of this cable. On the expiry date of the preceding sentence, the Lessee shall return the standard Shuko cable to the address of the main office of the Lessor, for which the parties shall sign a return protocol. The Lessee is required to treat with due care the Vehicle and all its accessories, devices and documents during usage, otherwise owes payment fee in the size, stated in Appendix 1 to this Agreement – List of Penalties.
- 2.6. Before starting to use the Vehicle, the Lessee must inspect the Vehicle and if such is found to be obvious and visible from the outside, or at detection of irregularities or lack of necessary accompanying devices or documents; shall inform the Lessor, through the Mobile Application and by notifying the Lessor's client support center (by a phone or voice message in non-working hours). To avoid any doubt, under no circumstances, the Lessee has the right to use the Vehicle when accessories, devices or documents are missing, which availability is required to lawfully and safely use the Vehicle.
- 2.7. After using the Vehicle, the Lessee shall return the Vehicle in any Permitted Location in such condition in which the Lessee received the Vehicle, together with all its accessories, devices and documents, subject to its ordinary tear and wear. It's prohibited to end a session by the Lessee in zones which are not indicated as Permitted Location to end a session, as well as zones which are private property and/or access / stay / parking, on which is prohibited and/or limited and/or to stay / park, payment is required to stay / park, otherwise the Lessee owes a penalty fee in accordance with the List of Penalties.

### **3. VEHICLE EXPLOITATION CONDITIONS**

- 3.1. The Lessee shall use the Vehicle as a prudent and diligent owner, and shall use it only for its intended purpose without contradicting the requirements of the this Agreement and/or the General Terms and Conditions.
- 3.2. The Lessee shall comply with the Vehicle exploitation requirements, instructions and recommendations of the Vehicle's producer, for which the Lessee is informed by the Lessor,



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Road Traffic General Terms and Conditions determined by legal acts and requirements of other applicable legal acts. The Lessee also undertakes to comply with the Vehicle exploitation requirements which, even though are not mentioned above, are considered ordinary for the use of such assets.

- 3.3. The Lessee shall immediately inform the Lessor and the respective state authorities (e.g. police, fire department, insurer of the Vehicle, etc.) in case the Vehicle is lost, destroyed, damaged or breaks down, as well as if circumstances occur, that hinder the possession and use of the Vehicle and/or ensuring of ordinary exploitation conditions. The Lessee undertakes, at the request of the Lessor, to provide full assistance to the insurance company and the law enforcement restrictions in relation to the declaration of damages of the Vehicle, and, if necessary, to appear in person for the purpose of submitting explanations. In the event of not notifying or renunciation of assistance from the Lessee, the latter will be liable for all damages (losses or loss of earnings) resulting from the non-performance.
- 3.4. The Lessee is not entitled to sublease the Vehicle, transfer its rights and obligations under the Agreement or transfer the Vehicle and permit/set up conditions for other persons to use the Vehicle.

#### **4. LIABILITY**

- 4.1. The Lessee is fully liable for the Vehicle during the whole Vehicle Use Period. Also, during the Vehicle Use Period the Lessee shall assume the liability of hazardous source manager.
- 4.2. The Lessee is not liable for the damages to the Vehicle, that arose during the exploitation period and which are the consequence of a former exploitation or ordinary tear and wear of the Vehicle, provided that he/she has notified the Lessor in writing of the same before the start of the session. The Lessee must notify the Lessor immediately through the Lessor's client support center (via telephone or by leaving a voice message during non-working hours) and the Mobile Application for any such damage and / or deterioration of the Vehicle and fulfil all instructions given by the Lessor.
- 4.3. In case during the Vehicle Use Period the Vehicle, documents or accessories are damaged or lost (e.g. the ignition key), the Lessee shall pay the Lessor a penalty provided in the List of Penalties. If, during the Vehicle Use Period, the Vehicle or its documents or the related parts are damaged or lost or confiscated by the competent authorities (including, but not limited to, confiscation of the Vehicle), the Lessee must compensate all the damages and losses to the Lessor. In this case, the reasons why the insurance company does not compensate the losses do not have any influence, unless they are the result of the Lessor's culpable conduct. For the avoidance of doubt, in case of damage caused to the Vehicle or its parts, which are the result of the Lessee's guilty behavior, the Lessee undertakes to pay penalty of 600 (six hundred) levs for each case, unless the amount of the damage not recognized by the insurer does not exceed this amount.
- 4.4. In case after the use of the Vehicle it is dirtier than after the ordinary exploitation (both interior and exterior), the Lessee shall reimburse the costs of the Vehicle washing and interior cleaning.
- 4.5. In case due to the fault of the Lessee, while using the Vehicle, or due to circumstances that occurred because of such use of the Vehicle, the Vehicle is confiscated, detained, or any other rights of the Lessor to the Vehicle are fallen or restricted, (including the removal of registration plates or documents affixed to the Vehicle, which restricts the use thereof by other clients of the Lessor), the Lessee must perform all contract engagements, until the Vehicle is returned to the Lessor and to pay a penalty in the amount specified in Appendix 1 - List of Penalties. The



Lessee also must compensate all the losses of the Lessor that were incurred due to occurrence of any of the circumstances indicated in this section of the Agreement

- 4.6. The Lessee shall perform the requirements of the insurance General Terms and Conditions determined by the insurance company that insured the Vehicle. The insurance General Terms and Conditions shall be present in every Vehicle and the Lessee undertakes to acquaint himself/herself with the same before commencing use.
- 4.7. The Lessee assumes full liability for breach of legal acts and damage caused to third persons during the Vehicle Use.. In case the Lessee exploits the Vehicle improperly or breaches this Agreement in any other way, which could result in the Lessor incurring losses (e.g. charges or penalties to state institutions or third persons, etc.) the Lessee shall reimburse such losses to the Lessor. The Lessee confirms and agrees that all Lessee's personal data kept by the Lessor may be transferred to public authorities, bailiffs and/or other persons for payments and debt collection purposes.
- 4.8. The Lessee shall pay the Lessor a penalty of BGN 60 (sixty levs) for non-performance or breach of any undertaking determined in the Agreement or the General Terms and Conditions, provided that the List of Penalties or other provisions of the Agreement or the General Terms and Conditions do not determine any different liability for the respective breach.
- 4.9. The Lessee shall provide his / her express prior written consent to the Lessor to deduct directly from the payment card registered with the Lessee's account all due by the Lessee under this Lease Agreement, Appendix 1 - List of Penalties and the General Terms and Conditions, including the lease price, penalties, lost profits, documented certified expenses, indemnities and other amounts. For the purposes of the preceding sentence, the Lessee provides his/hers express written consent for direct debiting by the Lessor in respect of the amounts due. In the absence of sufficient payment card funds availability, the Lessee undertakes to pay the necessary sums to the Lessor not later than 3 (three) calendar days after receipt of a written request by the Lessor. At each utilization of amounts other than the rental price due - the Lessor informs the Lessee about the basis for the accrual of the amounts..
- 4.10. In the absence of sufficient availability of funds in the payment card of the Lessee or in case of non-payment of the due amounts by the Lessee upon receipt of the invitation, for each day of the delay for payment of due amounts to the Lessor, the Lessee pays to the Lessor interest amounting to 0.02% (two hundredths) of the overdue amount until the date of the final settlement of the obligation. The Lessor has the right to deactivate the Lessee's account until the date of the final payment of any amounts due, if any.
- 4.11. In case the Lessee fails to properly perform the Agreement and/or provides incorrect representations and/or warranties, alongside other damages, the Lessee must reimburse the losses of the Lessor incurred due to debt recovery or other actions related to securing the performance of the provisions of the Agreement, including, but not limited to the costs of legal fees and/ other costs related to debt recovery.
- 4.12. In case the Lessor fails to ensure the lease of the Vehicle which was reserved by the Lessee (i.e. the reserved Vehicle or other Vehicle during the time of the reservation by the Lessee is not present at the location chosen by the Lessee or the Vehicle is technically unfit and unavailable to exploit) and such circumstances become known before the start of the Vehicle use, unless the Parties agree otherwise, the Lessor shall return to the Lessee the Vehicle reservation payment and lease fee paid by the Lessee in advance for the respective reservation and ride if available.
- 4.13. In case the Vehicle breaks down and cannot be exploited further after the Lessee has already started using the Vehicle and unless the Parties agree otherwise, the Lessor shall return to the Lessee the whole lease fee paid by the Lessee for the respective ride. The amounts under the





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preceding sentence shall be due and payable only under the condition that the Vehicle was not damaged by the fault of the Lessee and if the Lessee has duly notified the Lessor of the damage. Duly notified will be the cases of notification to the Lessee via the Mobile Application and the Lessor's client support center (by telephone or leaving a voice message during non-working hours), and in the event of a breakdown during the Lessor's client support center non-working hours, the Lessee will be deemed to have duly notified Lessor by leaving a voice message. In the event of failure to contact a Lessor's representative in the event of damage to the Vehicle, the Lessee shall lock the Vehicle and retain the ignition key and its records until contact with the Lessor's representative and instructions are obtained.

- 4.14. The Lessor is liable for performance of undertakings indicated in the Agreement and must reimburse any direct losses to the Lessee, which were incurred due to non-performance of undertakings by the Lessor. Also, the Lessor shall not be held liable for losses that the Lessee incurred or may incur due to inefficient use of the Vehicle and losses that have arisen due to the Vehicle failing to meet the Lessee's expectations. In any case, the Lessor shall not be held liable for any indirect losses
- 4.15. Under any circumstances, the Lessor is not responsible for the Lessee's items left in the Vehicle.
- 4.16. In addition to the specified penalties in the List of the penalties, for any breach of the provisions of the Rental Agreement or the General Terms and Conditions, the Lessee owes to the Lessor the payment of a compensation at the amount of BGN 60, due as a compensation for the administrative costs incurred engaging the Lessor's administrative capacity.

## 5. TERMS OF PAYMENT

- 5.1. The Lessee pays the lease fee to the Lessor for using the Vehicle (hereinafter – **Lease Fee**) which amount is determined in accordance with the Price List effective at the moment of reservation of the Vehicle.
- 5.2. The Vehicle Use Period shall commence when the Vehicle is unlocked by selecting command "Unlock" on the screen of a smartphone by using the Mobile Application of the Lessor, and shall end upon returning the Vehicle to any Permitted Location specified in in the Mobile Application and this Agreement and finishing the lease of the Vehicle by selecting command "Finish trip" on the screen of a smartphone by using the Mobile Application of the Lessor. For the avoidance of doubt, the Lessee is not allowed to leave the Vehicle outside the Permitted Locations, otherwise he / she will owe the rental price in accordance with the Price List until the proper performance of this condition, as well as a penalty according to the current List of Penalties, as per Appendix 1 to this Agreement. The Lessee undertakes to provide sufficient availability in his payment card, registered in the Mobile Application, for the purpose of making the necessary payments.
- 5.3. After completion of the usage, the Lessee shall immediately settle his/hers obligations under this Agreement by using the payment card registered in the Mobile Application. For the avoidance of doubt, the Lessee expressly and unconditionally agrees to the direct debiting by the Lessor of the amounts of the provided payment card with the rental price due, as well as any other amounts due under this Lease Agreement, Appendix 1 - List of Penalties and General conditions. The Lessee confirms that he/she has the right to use the payment card that he/she has registered in the Mobile Application and there are sufficient funds to satisfy the obligation due as per the Agreement, or otherwise, to pay all due amounts no later than three days after receiving a written request from the Lessor. The payment card registered in the Mobile



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Application must allow automatic withdrawals from the card-linked account by the Lessor, for which the Lessee provides his/hers prior consent for debiting amounts due for the provided services, any damages, indemnities and other amounts that may be due will be debited from the above card automatically. The Lessor has the right to withdraw the amount as per the Agreement automatically if damage occurs to the Vehicle while using it due to the Lessee's fault or/and the Lessee is obliged to cover other losses or/and pay penalties under Agreement. The Lessee hereby agrees that the Lessor has the right to reserve funds up to the amount of the total estimated charges with the payment card company and take any sums owed by the Lessee under the Agreement from the payment card registered in the Mobile Application if there are prerequisites for this under this Agreement, Appendix 1 and the General Terms and Conditions.

- 5.4. Due payments are calculated in accordance with the data in the Mobile Application and the System of the Vehicles Lessor. The Lessor, on the basis of data in the Mobile Application and in the Vehicle System, shall form and provide the Lessee with a receipt on demand. Upon receiving receipts the Lessee must verify if the data provided in the receipts are true and, within 3 (three) business days, inform the Lessor in writing regarding any discrepancies. Any claims related to the information provided in the receipts, the Lessee must submit to the Lessor within 3 (three) business days from the day of receipt. In case the Lessor fails to provide any potential claims within the period indicated above, it shall be considered that the Lessee agrees with the provided receipt. The receipt for using the Vehicle shall be issued to the person who was designated by the Lessee while registering of the rental and shall not be amended, except at the express written request of the Lessee for this. Upon an express requirement by the Lessee, the Lessor may issue an invoice for the amounts due in connection with the use of the Vehicle.
- 5.5. The rental price is charged for each started minute until the specified daily limit is reached according to the current PRICE LIST. The Lessee is familiar and agrees that the Vehicle unlock or lock (each action separately) may take up to 1 (one) minute because of the network operators and this time is included in the period for which the Lease Fee is calculated.
- 5.6. In case the Lessee fails to pay due sums under the Agreement, fails to settle or return the Vehicle to any of the Permitted Locations, or in case of any other breaches of the Agreement or the General Terms and Conditions, the Lessor is entitled to block the Lessee's access to the Mobile Application and/or block the use of the Vehicle (block the ignition of the Vehicle) until all the Lessee's breaches are rectified. In the event of substantial breaches of the Lessee's obligations, the Lessor has the right to permanently block his access to the Mobile Application.
- 5.7. The Lessor may change the Price List unilaterally and upon announcing it on the Mobile Application and the Website.
- 5.8. When the Lessor has an obligation to return any amounts to the Lessee, unless the Parties agree otherwise, such amounts shall be returned into the same payment card or bank account, from which the payment by the Lessee was made.
- 5.9. For avoidance of doubt, the parties expressly agree that the Lessee has the right to choose a method of payment of the due rental price from his personal account or from a corporate account, to which he/she has authorized and confirmed access. In the cases referred to in the preceding sentence, the Lessee shall be jointly and severally liable with the legal entity holding the corporate account in respect to the performance of the obligations, payment of amounts due, penalties, indemnities, compensation due due to non-fulfillment of the contractual terms by the Lessee. For avoidance of doubt, when using the Vehicle through a corporate profile and a breach is being committed by the Lessee, the Lessor has the right to choose agreement based on which to claim compensation from the Lessee - under this Agreement or under the agreement with the legal entity holding the corporate account, in which the Lessee is jointly liable and whether to claim compensation from the Lessee or from the legal entity holding the





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corporate profile. The Lessor shall not be entitled to accumulate identical penalties for the same offense against the Lessee at the same time under this Agreement and under the agreement with the legal entity holding the corporate profile by which the Lessee declares that he/she will become acquainted with and will accept to be considered tied to prior to the registration as a user of the corporate profile.

## **6. VALIDITY AND TERMINATION OF THE AGREEMENT**

- 6.1. This Agreement comes into force on the moment of its signing and will remain in effect for an indefinite period of time.
- 6.2. Any of the Parties is entitled to unilaterally terminate this Agreement without the recourse to the court by a written notice delivered to the other Party at least 30 (thirty) days prior to the termination. The Lessee is entitled to terminate this Agreement by unilateral seven-day written notice to the Lessor in the event of a modification of the provisions of the Agreement the General Terms and Conditions or the current Price List by the Lessor, in case that the Lessee does not agree with them.
- 6.3. The Lessor is entitled to immediately stop the performance of the Agreement, cancel the reservations of the Lessee and block the Lessee's access to the Mobile Application if the Lessee does not comply with any of the the provisions of this Agreement and/or the General Terms and Conditions.
- 6.4. The Lessor is entitled to unilaterally terminate this Agreement without the recourse to the court by a written notice delivered to the Lessee at least 5 (five) days prior to the termination if the Lessee violates the Agreement significantly. The following shall be considered as such significant breach of the Agreement (including, but not limited to): delay of payment of any amount due for more than 3 (three) calendar days; repetitive failure to perform or improper performance of any of the obligations of this Agreement undertaken by the Lessee, damage to the Lessor's assets.
- 6.5. The Termination of the Agreement does not affect the validity of the provisions of the Agreement regarding dispute settlement procedure and other provisions, as such provisions in their essence remain valid after the termination of the Agreement, including also the provisions regarding due payments by the Lessee.

## **7. GENERAL PROVISIONS**

- 7.1. The Parties agree that the Lessor is entitled to unilaterally transfer all the rights and obligations arising out of this Agreement to any third person upon informing the Lessee the Website or by e-mail.
- 7.2. The Parties agree that this Agreement, confirmed in the Mobile Application or the Website, is considered concluded and valid and shall have the same legal effect as a signed paper version of the Agreement. The Agreement is considered as concluded from the Lessee with the Lessee registering on the Website. The Agreement (including the General Terms and Conditions) is a binding document to both Parties.
- 7.3. In case any provision of this Agreement is held as contradicting the normative acts of the Republic of Bulgaria or for any other reason becomes partially or fully invalid, the other provisions of this Agreement will remain in full force and effect.
- 7.4. Any dispute, controversy or claim arising out of or relating to this Agreement, its violation, termination or validity shall be firstly settled by mutual negotiations in accordance with the principles of fairness, reasonableness and justice. If the Parties fail to agree by negotiations



within 20 (twenty) days since the receipt of a written suggestion to proceed negotiations or if any of the Parties decides that further negotiations are inexpedient, any dispute, controversy or claim be finally settled in the respective court of the Republic of Bulgaria at the residence location of the Lessor (contractual jurisdiction).

- 7.5. The conclusion of this Agreement, its performance, expiration, interpretation and dispute settlement are governed by the substantive law of the Republic of Bulgaria.
- 7.6. The terms and conditions of this Agreement may be changed by the Lessor unilaterally upon informing the Lessee of proper amendments and must be done in accordance with the procedures settled in the Agreement. (amended Agreement shall be published in the Mobile Application). For this reason, the Lessee is recommended to get familiar with the Agreement before the beginning of every lease of the Vehicle.

## **8. LESSEE'S REPRESENTATIONS**

- 8.1. I confirm that the data provided by me to the Lessor, necessary for conclusion of this Agreement, are true, accurate, correct and complete. In case of change of the data in the registration form is, I undertake to immediately update such data. By no circumstances the Lessor shall be liable for damage that occurred to the Lessee and/or third persons due to incorrect and/or incomplete personal data provided by the Lessee or failure to amend and supplement such data after it has changed.
- 8.2. I declare that I am fully acquainted with the Agreement and the General Terms and Conditions, the conditions thereof are clarified before signing of the Agreement and I agree with such conditions; I have received the Agreement; all the conditions of the Agreement have been individually read and discussed.
- 8.3. I have acquainted and agree with the consequences of the late performance of the undertakings, including, but not limited to penalties, forfeits, grounds of termination of the Agreement, grounds and procedure of compensation of damages.
- 8.4. I declare that I am familiar with potential risks of using electronic feeds.
- 8.5. By concluding this Agreement, I give the Lessor my consent to process personal data (Personal Code, address, name, surname, citizenship, mobile phone, e-mail, etc.) of the Lessee (provided by the Lessee and received by third persons) by automatic or other means for the purpose of concluding, administration and performance of the Agreement, also for other purposes for which I have expressed or shall express in the future my consent. Personal data of the Lessee shall be processed for the purpose of direct marketing only after receipt of the explicit consent by the Lessee.
- 8.6. I am aware and agree that in the course of conclusion and execution of the Agreement the Lessor has the right to collect, evaluate and otherwise handle all legally possessed Lessee's data (including, but not limited to, personal code, credit rating, etc.) for the purposes of solvency verification, debt management and/or collection of debts. If the Lessee does not fulfill his/hers financial obligations under the concluded Agreement and does not eliminate the violation after warning, the Lessor has the right in accordance with legislation requirements for respective data processing and transfer procedures to use this data for the purposes of debt management and / or collection of debts. The Lessor performs his contractual and legal obligations on the basis of the data specified by the Lessee in the Contract or amended later. The Lessee may at any time submit a request for access to personal data processed by the Lessor upon the submission of a personal identification document to request correction of inaccurate data and to object to the processing of personal data in accordance with the procedures and on the grounds set forth in law.



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- 8.7. I agree with right of the Lessor to apply debt enforcement proceedings, including transfer of claims to a third party (debt Collection Company, etc.) without any separate consent of the Lessee. Additional Lessor's costs associated with the recovery of debts collection shall be reimbursed at the expense of the Lessee.
- 8.8. I agree that the Lessor submits my personal data and information to data recipients related to the Lessor (i.e. subsidiaries and parent companies of the Lessor), located and operating in the Republic of Bulgaria and/or beyond its territory (both in the European Union member states and other countries), but only for the purpose of proper performance of this Agreement or agreements of the Lessor with respective persons.
- 8.9. I declare that I am aware of the option to object to processing of my personal data for direct marketing purposes, as well as about my other rights related to processing of the personal data.
- 8.10. I confirm that I have familiarised with the Vehicle's insurance General Terms and Conditions, the non-insured events and cases when the insurance company has the right to refuse to pay the insurance benefit or reduce such provided therein.
- 8.11. I declare that cases when the insurer upon paying the insurance benefit shall have a right to make a claim to the competent authority according to General Terms and Conditions.
- 8.12. I confirm that I have familiarised with the principle of the Vehicle System operation, the data collected and transmitted by the latter, as well as types of such data and I do not object that such data would be collected and used for the purposes of performance of this Agreement; I agree to recognise the data provided by the Vehicle System as true and correct and that such data would be used and considered as credible when calculating the Lease Fee. I also agree that such data would be used as evidence in the courts or other dispute settlement institutions.



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Appendix No 1

**LIST OF PENALTIES**

	<b>Breach</b>	<b>Penalty amount</b>	<b>Explanation</b>
1	Lost or irreparably damaged charging cable due to Lessee's fault	BGN 1000	The charging cables of the Vehicle are kept in the trunk of the Vehicle and are necessary for. Clarification: each car should have cable for charging station Type 2, as stated in Art. 2.5 of the Agreement. Upon the Lessee's request, the Lessor may also provide a charging cable type Shuko for a standard socket.
2	Lost or damaged ignition key and/or documents of the Vehicle due to Lessee's fault.	BGN 1300	After termination of the usage, the ignition key and documents of the Vehicle, including charging cards and/ or parking access cards must be left in the Vehicle
3	Smoking in the interior of the Vehicle	BGN 200	For removing of nicotine scent professional cleaning of the interior is required
4	Littering in the interior of the Vehicle	BGN 60	After termination of the usage, no litter, food, liquids and other items may be left in the interior of the Vehicle
5	The interior of the Vehicle and/or its parts are damaged	Full coverage of proven cleaning and repairment costs	Reconstruction of the interior might require professional cleaning, repair and purchase of original parts
6	During the lease period the Road Traffic Law and/or other legal acts are breached when the notice of such breach shall be received after the termination of the usage.	BGN 60	The penalty is used to cover administrative costs of the Lessor; the Lessee must pay additionally and the penalties imposed by the administrative authorities related to performed breaches
7	The Vehicle is passed to drive to a third person	BGN 400	Only the Lessee has the right to drive the Vehicle
8	Failure or delay to inform the Lessor and/or the competent authorities regarding the traffic accident	BGN 600	In case of the traffic accident the Lessee must inform immediately the police and other authorities (if necessary) as well as the Lessor
9	The Vehicle is damaged or destroyed in a traffic accident due to the fault of the Lessee	BGN 600	The Vehicles are essential for the Lessor's activity, therefore must be protected
10	The Vehicle is not left on a charging station in any of the Permitted Locations of the Lessor on the territory of Sofia, with an electric battery charging level which allows at least 10 km ride	BGN 60	The Vehicle must be transported to the nearest Charging Station in any of the Permitted Locations at the territory of Sofia
11	The Vehicle is left out outside the territory of Sofia city with the electric battery charging level which allows less than 10 km ride	BGN 100 + covering the Vehicle's transportation costs	The Vehicle must be parked at the closest Lessors' Charging Station in the Permitted Locations in Sofia
12	The Vehicle is left out in inadmissible place	BGN 60 + covering the Vehicle's	The Vehicle must be parked in the permissible part of Sofia City territory, in place specified in the Agreement/ the General Terms and Conditions



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		transportation costs	
13	Damage or destruction of the charging station due to damage or gross negligence of the Lessee	BGN 1000	Charging stations should be used according instructions
14	Driving the Vehicle under the influence of alcoholic, narcotic or psychotropic materials	BGN 1000	It is forbidden to drive under the influence of alcoholic, narcotic or psychotropic substances
15	The Lessee operates the Vehicle without having started the use under the Vehicle Reservation and Unlocking Terms	BGN 350	Any unauthorized use of the Vehicle by the Lessee results in damages to the Lessor
16	Upon completion of the session, the Lessee does not leave in the Vehicle, the Vehicle ignition key and / or documents of the Vehicle including charging cards and/or parking access cards and / or other Vehicle Accessory	BGN 5 for each starting hour, following the expiry of one hour as of the completion of the session but not more than the daily rental price of the Vehicle. The forfeith is due for every 24 hours until the violation is remedied	Leaving of the Vehicle without the Vehicle ignition key and / or documents of the Vehicle and / or other Vehicle Accessory, makes its use by other lessees impossible, which leads to the occurrence of damages for the Lessor
17	The Lessee fails to fulfill any other obligations or obligations under the Rental Agreement or the General Terms and Conditions	BGN 60	This penalty applies provided that the Penalty List or other provisions of the Rental Agreement or the General Terms do not provide for a different liability for the offense
18	In any case of damage to the Vehicle due to a road accident caused by the Lessee or failure to perform the obligations of the Lessee laid down in the Agreement or the General Terms and Conditions, as well as actions / omissions of the Lessee resulting in the Vehicle being confiscated by competent authorities and / or confiscation of the necessary documents for vehicle's lawful management and / or registration plates and / or other accessories	75% of the daily rental rate applicable at the time of default, accrued for every 24 hour cycle	This penalty is due to the fact that as a result of actions / omissions of the Lessee, the Lessor is deprived of the opportunity to use the asset in accordance with its intended purpose

In addition to the specified penalties in items 1 to item 18 above, for any violation of the provisions of the Rental Agreement or the General Terms and Conditions, the Lessee owes to





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the Lessor the payment of a fee at the amount of BGN 60, due as a compensation for the administrative costs incurred.



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Approved on 11th of January 2019 by the order of the director of SPARK

## **SPARK GENERAL TERMS AND CONDITIONS FOR LEASE AND PROVISION OF SERVICES**

**„RIDE SHARE BULGARIA” AD (“SPARK”)** entitles the registered customers (Lessees) for short-term use of electric motor vehicles, subject to availability.

This document contains General Terms and Conditions under which **„RIDE SHARE BULGARIA” AD (“SPARK”)** provides services to its Clients via its Mobile application / <https://play.google.com/store/apps/details?id=lt.mediapark.rideshare> и <https://itunes.apple.com/lt/app/spark-your-electric-drive/id1095645824?mt=8/>. These conditions bind all Lessees using services given through “Ride Share Bulgaria” AD Carsharing Mobile application.

### 1. SUBJECT MATTER OF THE GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions regarding “Ride Share Bulgaria” AD Carsharing Mobile application which includes lease and provision of Services related to Electric Vehicles (hereinafter – **General Terms and Conditions**) establish:
  - 1.1.1. Vehicle reservation management procedure;
  - 1.1.2. Vehicle use procedure;
  - 1.1.3. Requirements for persons using Vehicles and undertakings of the Lessee regarding the aforementioned;
  - 1.1.4. Vehicle inspection conditions;
  - 1.1.5. Other conditions related to the use of Vehicle.
- 1.2. These General Terms and Conditions indicate only the necessary information regarding the reservation and use of the Vehicle. While reserving and using the Vehicle, the Lessee must act in accordance with the criteria of reasonableness and fairness and must assure that the actions related to the reservation of the Vehicle are performed in good faith and the Vehicle is used in accordance with the Lessor's requirements by the registered person, who undertakes to take the necessary care of it..
- 1.3. Regarding any issues in relation to the Agreement, these General Terms and Conditions or the use of the Vehicle the Lessee may contact the representatives of the client support center of the Lessor by: phone +3592 4193476 or at e-mail [info@spark.bg](mailto:info@spark.bg) during the established working hours.

### 2. DEFINITIONS

- 2.1. **Lessor** – “RIDE SHARE BULGARIA” AD.
- 2.2. **Lessee** – legally capable natural person indicated in the Agreement, possessing an at least 1 (one) year valid category B driving licence. The above is certified by a valid identity document and a valid driving license issued in the name of the Lessee. A legalized copy of the driving license is required for persons outside the European Union. To avoid any doubt, the parties explicitly agree that during registration in the Mobile Application and each time when the



Lessee logs into his account in the Mobile Application, he/she unconditionally confirms by the respective action that he has the right to use the Vehicle under the conditions indicated in the Agreement and the General Terms and Conditions, as also the validity of the provided personal documents

- 2.3. **Parties** – collectively the Lessor and the Lessee; each of them separately as the **Party**, when avoiding distinguishing one of them.
- 2.4. **Agreement** – Vehicle lease and services agreement, concluded between the Lessor and the Lessee digitally, an integral part of which is List of Penalties - Appendix 1 and these General Terms and Conditions, the contents of which the Lessee unconditionally agrees upon registration in the Mobile Application.
- 2.5. **Vehicle** – an electrically propelled vehicle which is provided by RIDE SHARE BULGARIA to the Lessee for temporary possession and use in accordance with the procedure and terms indicated in the Agreement.
- 2.6. **Vehicle System** – an electronic system installed in the Vehicle, recording and delivering to the Lessor the information about current location of the Vehicle, distance covered by the Vehicle, Vehicle Use Period, as well as other data in relation to the Vehicle and its use.
- 2.7. **List of Penalties** – list of penalties due for improper performance or failure to perform the Agreement (including, but not limited to the General Terms and Conditions) indicated in the Agreement. For the avoidance of doubt, provided that as a result of the failure of the Lessee there are grounds for imposing any defaults by the Lessor, the Lessor shall have the right to apply all penalties cumulatively. Claiming penalties does not relieve the Lessee of his obligation to cover all documented expenses in connection with the remedy of the damages incurred as a result of the non-performance.
- 2.8. **Business Hours** – business hours of the Lessor, i.e. time period from 9 AM to 6 PM Bulgarian time from Monday to Friday and from 10 AM to 7 PM on Saturday and Sunday, except for the public holidays, provided in the legal acts of the Republic of Bulgaria, as well as other exceptions indicated in the normative acts.
- 2.9. **Charging Station** – Vehicle electric charger, located at places indicated in the Mobile Application. The list of Charging Stations is also provided in the Website. In case that the vehicle is charged at charging stations not provided in the Mobile Application / the the Website, the charging will be made to the Lessee's account.
- 2.10. **Price List** – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Website and the Mobile Application, which may be changed unilaterally by the Lessor.
- 2.11. **Mobile Application** – Vehicle search, reservation, use, payment and other services system owned by the Lessor, which is managed by a smartphone. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- 2.12. **Services** – Vehicle maintenance (major and current repairs, technical service), compulsory insurance against civil liability for the vehicle's holder and vehicle insurance (KASKO), all materials necessary for the exploitation of the Vehicle (e.g. electricity, windscreen washing fluid).
- 2.13. **Website** – website of the Lessor under the address – [www.spark.bg](http://www.spark.bg)

### 3. USE OF THE WEBSITE ACCOUNT AND MOBILE APPLICATION

- 3.1. By signing the Lease Agreement, the Lessee shall provide his e-mail address which shall be considered as the Lessee's identification code.



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- 3.2. Upon Lessee's first registration with the Website or the Mobile Application, he shall create a password which shall be used for further logins to the Website or the Mobile Application.
- 3.3. Login to the Website or the Mobile Application data is provided only to the Lessee, therefore the Lessee must preserve such data and must not disclose it to anyone.
- 3.4. The Lessee must immediately inform the Lessor by e-mail, through the Mobile Application and by phone, or during the non-working hours of the support center by leaving a voice message to the support center, available on the Lessee's website, informing the Lessor in case the Lessee loses his/hers login credentials and / or these data becomes known to third parties. After the receipt of such notice, the Lessor shall, provide the Lessee with a new login data.
- 3.5. Losses that occurred after submitting the notice indicated in Section 3.4 to the Lessor and after the end of the period for issuing the new login data indicated in Section 3.4, shall be covered by the Lessor, except when such losses occurred due to dishonest actions of the Lessee. If the losses occurred due to use of the login data before the end of time period indicated in Section 3.4, it shall be considered that such losses occurred due to gross negligence of the Lessee.
- 3.6. The Lessee shall ensure the compliance with all reasonable security measures, including, but not limited to anti-virus programs while using computer hardware, software or any other equipment, while connecting to the Website and/or the Mobile Application, and shall be liable for all the consequences which arise due to insufficient security of the Lessee's computer or other systems.
- 3.7. In case the security of software and/or data, which are necessary to use the Mobile Application, is violated, the Lessor, in accordance with the request of the Lessee, shall provide the Lessee with a new password which shall be immediately changed by the Lessee.
- 3.8. The Lessee is responsible for the storage and use of his / her identity documents and undertakes to ensure that the identity documents are valid and reliable at any time from the conclusion of the Agreement

#### 4. RESERVATION MANAGEMENT PROCEDURE

- 4.1. The reservation shall be performed by the Mobile Application. Advance reservation is available before 15-45 (depending on the selected reservation period) minutes until the beginning of intended Vehicle use. To perform the reservation, the following actions must be executed:
  - 4.1.1. Login to the Mobile Application;
  - 4.1.2. Select the desired Vehicle, indicated in the Mobile Application;
  - 4.1.3. Confirm reservation of the Vehicle.
- 4.2. Confirmation of the reservation shall be generated on the display of the Lessee's smartphone.
- 4.3. In case the Lessee does not start using the Vehicle during 15-45 minutes (depending on the selected reservation period) since the moment of confirmation of reservation, the reservation of the Vehicle shall be automatically cancelled.
- 4.4. Time period for using the Vehicle, for which the Lessee shall pay the Lease and Services fees, shall be calculated from the unlocking of the Vehicle reserved by the Lessee and is accounted in accordance with the procedure and terms indicated in the Price List until the termination of the use of the Vehicle by using the Mobile Application and leaving the Vehicle at the Permitted Location indicated in Sections 5.3.5 and 5.3.6 of these General Terms and Conditions.

#### 5. VEHICLE USE PROCEDURE

- 5.1. Vehicle use Instruction:



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- 5.1.1. The reserved Vehicle shall be unlocked upon selecting by the Lessee command “Unlock” on the screen of the smartphone, by using the Mobile Application of the Lessor;
  - 5.1.2. The Lessee must inspect the Vehicle (both inside and outside), check if the tyres of the Vehicle are properly inflated, if the Vehicle’s electric battery’s power level is sufficient to ride 10 km (ten kilometres) or more, also check if there are no externally visible damage, defects and/or incompatibilities of the Vehicle or its equipment and documents, and if such are found, immediately, before using the Vehicle, the Lessee must inform the Lessor’s client support center by phone +3592 4193476 (during its working hours, or leave a voice message during the non-working hours) or select the respective command on the screen of the smartphone, by using the Mobile Application of the Lessor;
  - 5.1.3. Inside the Vehicle the Lessee shall find an ignition key, a use instruction and Vehicle and insurance documentation the Vehicle Trunk has charging cable for charging - Type 2 charging cable. At the request of the Lessee and sufficient availability, the Lessor may also provide a standard Shuko cable for which the parties sign a protocol indicating the period of use of this cable. On the expiry date of the preceding sentence, the Lessee shall return the standard Shuko cable to the address of the main office of the Lessor, for which the parties shall sign a return protocol. The Lessee shall check if all the documents indicated in the instruction, attachments and accessories of the Vehicle are present. If any of the aforementioned are missing or damaged, defected and/or have incompatibilities, the Lessee shall immediately, before using the Vehicle, inform the client support center of Ride Share Bulgaria by phone +3592 4193476 or select the respective command on the screen of the smartphone, by using the Mobile Application of the Lessor and await for additional instructions from the Lessor regarding the use of the vehicle. Until the time of receipt of the latter instructions, the Lessee shall not be liable for payment of the rental price unless it is established that the Lessee has not signaled the Lessor immediately as of the occurrence of the incident and / or provided that the required actions of Lessee are not apparent from the Agreement, The General Terms and Conditions to the Agreement, the information provided in the Mobile Application, or the operating instructions, available in the vehicle. Notwithstanding the assumptions under the preceding sentence, the Lessee shall take all necessary action to preserve the safety of the Vehicle, its documentation and equipment
  - 5.1.4. The Vehicle must be started up and it should be driven in the manner provided in the instruction, indicated in Section 5.1.3 of these General Terms and Conditions;
  - 5.1.5. In case of temporary stopping, the Vehicle shall be locked and un-locked with the ignition key;
  - 5.1.6. After using the Vehicle, the Lessee must return the Vehicle into one of the Permitted locations, leave the ignition key in the interior of the Vehicle, check if he or she did not leave any of his belongings and to make sure that he left in the Vehicle all the documents, attachments and accessories of the Vehicle, which are listed in the instruction found in the Vehicle and/or the Website and the Mobile Application;
  - 5.1.7. After arrival to the location indicated in Section 5.1.6 of these General Terms and Conditions and getting out of the Vehicle, the Lessee shall select the command “Finish trip” on the Mobile Application of the Lessor. The Lessee shall ensure that after he has left the Vehicle on a Permitted Location, the Vehicle is locked, all windows and sunroof are closed, the handbrake is pulled, and the Vehicle is parked in accordance with the Road Traffic Law, other applicable normative acts and security requirements.
- 5.2. Charging of the Vehicle’s battery:
- 5.2.1. The Lessee shall leave the Vehicle on charging mode at the nearest Charging Station, which is part of Eldrive’s network and on a Permitted location, provided that the Vehicle’s battery charging level is sufficient to drive less than 10 km (ten kilometres).





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- 5.3. Other terms for using the Vehicle:
- 5.3.1. The Lessee must ensure that the Vehicles are used for their intended purpose in accordance with the terms of the Agreement, producer's recommendations and instructions for use, for which is informed also in compliance with the present General Terms and Conditions and the Road Traffic General Terms and Conditions and requirements of any other applicable normative acts;
  - 5.3.2. The Lessee is not entitled to use the Vehicle for racing, other sports, off-road driving or other purposes of competitive nature, as well as to use the Vehicle as a training vehicle, or in permanent increased load mode (carriage of heavy cargo etc.), for other purposes for which the Vehicle is not suited and to use the Vehicle to carry out activities that are prohibited under the legal acts of the Republic of Bulgaria;
  - 5.3.3. The Lessee must ensure that there shall not allow smoking inside the Vehicle and if any animals are to be carried in the Vehicle, such animals must be carried in specially suited boxes, making sure that the Vehicle does not get dirty;
  - 5.3.4. The Lessee must ensure that even if the Vehicle is parked only for a short period of time, the Vehicle is be parked in a parking space permitted under applicable regulations, the lights and player shall be turned off, the windows and sunroof shall be closed and all the locks shall be locked up;
  - 5.3.5. After completion of the use, the Lessee shall park the Vehicle at any a Permitted Location;
  - 5.3.6. The Lessee shall ensure that after completion of the use, the Vehicle shall not be parked in private parking lots, yards and parking lots reserved for third party vehicles or prohibited areas for parking in accordance with applicable regulations, the Agreement and these General Terms and Conditions. The Lessee shall ensure that the Vehicle shall not be left in such places, where vehicle parking is forbidden by road signs and/or road markings. The Lessee is not entitled to leave the Vehicle in the zones where signs "Forbidden to Stop", "Forbidden to Park" and "Reserved Parking Space" are valid, regardless the time constraints also to breach the Road Traffic General Terms and Conditions in any other way. The Lessee shall be held liable for breaches of the Road Traffic General Terms and Conditions and/or other legal acts or these General Terms and Conditions, for leaving the Vehicle at an improper place;
  - 5.3.7. Any actions or attempts to scan the Vehicle's system data, copy, change or remove such are strictly forbidden;
  - 5.3.8. It is forbidden to drive the Vehicle out of the territory of the Republic of Bulgaria as well as outside the established traffic areas of the Vehicle.

## 6. TERMS FOR THE END OF USE OF THE VEHICLE

- 6.1. The Lessee must return (in a Permitted Location) the Vehicle in the condition which is not worse than the one when the Lessee received the Vehicle, subject to its ordinary wastage. In determining whether the Vehicle's suffered tear and wear is ordinary, the Parties shall refer to the requirements set by state technical inspection General Terms and Conditions. Alongside other damage, ordinary tear and wear shall not be considered:
- 6.1.1. Parts being broken, deformed and otherwise damaged by mechanic or thermal means;
  - 6.1.2. Devices and equipment being out of order;
  - 6.1.3. Bodywork dents, paint layer cracks and vivid (paint layer damaged to the primer) scratches;
  - 6.1.4. Paint layer depreciation as a consequence of intense washing and/or cleaning of the Vehicle;
  - 6.1.5. Repair performed in poor quality and/or defects arising out of such poor quality repair;
  - 6.1.6. Bodywork windshields' cracks;
  - 6.1.7. Bodywork windshields' scratches, originating from messy use and/or cleaning of the Vehicle;



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- 6.1.8. Interior damage such as burnt or stained seats, broken plastic front panel parts, trunk hood, windows' opening handles, etc.;
- 6.1.9. Damaged geometry of bodywork.
- 6.1.10. Missing documents, accessories, fixtures or devices for which the Lessee is notified by the Agreement, the General Terms and Conditions, the operating instructions, available in the Vehicle, or by any other reasonable and demonstrable means
- 6.2. If the Lessee, after completion of the Vehicle lease or by demand of the Lessor, in the case provided in Section 6.3 of these General Terms and Conditions, does not return the Vehicle in a proper manner, the Lessor has the right to report a claim to the competent authorities, also the Lessor shall have the right to block the ignition of the Vehicle and to claim and receive the payment of penalties in accordance with Appendix 1 to the Agreement – Price List as well as any other compensations and damages due due to the breach.
- 6.3. The Lessor is entitled to demand for return of the Vehicle at any time, alongside all its documents and equipment, in case the Lessee uses the Vehicle longer than 30 (thirty) days or uses the Vehicle dangerously and/or illegally and/or breaches these General Terms and Conditions and/or the Agreement. In such case, the Lessee shall return the Vehicle to the Lessor, alongside all its documents and equipment, bringing the Vehicle to any Permitted location indicated in Sections 5.3.5 or 5.3.6 of these General Terms and Conditions, no later than within 3 (three) hours since the moment of receipt of a demand from the Lessor (using the Mobile Application or by any other means permitted by the legal acts). In case the Lessee fails to return the Vehicle to the Lessor on time, the Lessor is entitled to block the control of the Vehicle and take back the Vehicle, claiming the respective due payments and penalties from the Lessee.
- 6.4. The invoice for using the Vehicle shall be issued to the person who has been designated by the Lessee before the beginning of lease and is cannot be amended.

## 7. FAILURES AND DAMAGES OF THE VEHICLE

- 7.1. In case the Vehicle breaks down, warning signals appear on the dashboard, suspicious side sounds may be heard and/or there is no possibility to continue exploiting the Vehicle safely, the Lessee must immediately cease using the Vehicle, in a permitted for parking zone, inform the Lessor via the Mobile Application and by phone (directly the client support center of the Lessor during working hours, or leaving a voice message during non-working hours) regarding the aforementioned and perform further instructions given by the Lessor.
- 7.2. In case the Vehicle is damaged due to a traffic accident or due to presence of any other circumstances, the Lessee shall immediately inform the Lessor and respective authorities (police, fire department, insurer of the Vehicle, etc.), fill the traffic accident declaration and perform other necessary actions in order to avoid or mitigate imminent damage to the Lessor, the Vehicle and/or third parties and property.
- 7.3. The Lessee must ensure that the Vehicle is no longer used in case it is broken and is considered to be notified that such further use may lead to greater damage, increase losses or pose a threat to road safety.

## 8. REQUIREMENTS FOR PERSON'S USING THE VEHICLES AND RELATED UNDERTAKINGS OF THE LESSEE



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- 8.1. The Lessee, driving the Vehicle, must possess valid category B driver's licence (at least 1 (one) year valid), must be sober and not under the influence of narcotic, psychotropic or other psychoactive substances.
- 8.2. It is prohibited to pass the Vehicle to drive to other persons.
- 8.3. The Lessee must comply with the Road Traffic Law and any other applicable normative acts while using the Vehicle.

## 9. LIABILITY OF THE LESSEE

- 9.1. Since the beginning of use of the Vehicle (Section 5.1.1 of the General Terms and Conditions) until the end of the use of the Vehicle (Section 5.1.7 of the General Terms and Conditions), the Lessee shall be fully liable for the Vehicle and he shall assume the risk and liability of hazardous source manager.
- 9.2. In any case, application of penalties determined in the Agreement and/or the General Terms and Conditions does not release the Lessee from the obligation to perform undertakings indicated in the Agreement and/or the General Terms and Conditions.
- 9.3. Failure to execute the rights provided in the Agreement and/or the General Terms and Conditions by the Lessee shall not constitute a waiver of such rights and partial execution of such rights shall not preclude further execution of such rights.
- 9.4. In case the Lessee fails to inform the Lessor via the Mobile Application and by phone (directly the client support center of the Lessor during working hours, or leaving a voice message during non-working hours) about the damage, defects and/or other incompatibilities of the Vehicle, its equipment and/or documentation occurred before the actual start of the Vehicle, the Lessee shall be liable for all the latter stated damages, incompatibilities and defects of the aforementioned.
- 9.5. In case the Lessee breaches the Road Traffic General Terms and Conditions and/or other legal acts the Lessee shall reimburse all the losses of the Lessor incurred due to such breach, as well as to pay the penalties due according to the Price List and the possible rental price for which the Lessee gives his prior written consent for direct debiting of his payment card by the Lessor and accordingly - in the absence of availability of funds, he / she is obliged to pay the amount due within three days upon request from the Lessor.
- 9.6. In case the Lessee breaches the General Terms and Conditions/Agreement, penalties determined in the List of Penalties and in the Agreement shall be applied. The Parties acknowledge that this penalty is considered to be compensation of the Lessor losses arising from the Lessee's specific breach that have breached the Terms of Service / the Agreement and the Lessee expressly gives his/hers acknowledgment and acceptance of the size and amount of the applicable penalties as set by the Lessor at the date of registration in the Mobile Application and prior to the start of each use of the Vehicle.

## 10. DEFECTS AND INCOMPATIBILITIES OF THE VEHICLE AND RELATED LIABILITY OF THE LESSOR

- 10.1. The Lessor shall ensure that the Vehicle is in the working order and prepared for exploitation.
- 10.2. Vehicle defects that do not have and shall not have any influence in the near future to the road safety shall not be considered as defects.
- 10.3. The Lessor is liable for the performance of undertakings indicated in the Agreement and must reimburse any direct losses of the Lessee which were incurred due to improper performance of undertakings by the Lessor. The Lessor shall not be held liable for acts or omissions by local



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authorities or other third persons. Also, the Lessor shall not be held liable for losses that the Lessee incurred or may incur due to inefficient use of the Vehicle and losses that have arisen due to the Vehicle failing to meet the Lessee's expectations related to the Vehicles. In any case, the Lessor shall not be held liable relative to each other for any indirect losses.

- 10.4. The Lessor shall not be held liable for the losses of the Lessee that he could not use the Vehicle in the event of an accident or due to some other reasons outside the control of the Lessor.

## 11. FINAL PROVISIONS

- 11.1. The General Terms and Conditions form an inseparable part of the Agreement.
- 11.2. The Lessor does not assume any risk or liability and is unconditionally released from such, in case the Lessee did not get familiar with the General Terms and Conditions and/or the Agreement, given the circumstance that such option was granted to the Lessee.
- 11.3. The terms and conditions referred to in these General Terms and Conditions may be amended by the Lessor unilaterally and shall report to the Lessee of any amendments (amended General Terms and Conditions are published on the Website). For this reason, the Lessee is recommended to get familiar with the General Terms and Conditions before the beginning of every use of the Vehicle.
- 11.4. Each Party undertakes to inform the other Party in writing, by using the Website, no later than within 5 (five) calendar days if the registered office (residence) address or other contact information provided in the Agreement changes.
- 11.5. The capitalised terms used in these General Terms and Conditions shall have the meaning ascribed to them in the Agreement, except when these General Terms and Conditions clearly and unambiguously determine otherwise.
- 11.6. Unless otherwise provided in these General Terms and Conditions or the Agreement, each Party shall accept as valid correspondence the above address for correspondence in preamble the Agreement, including correspondence by e-mail.