

# VEHICLE 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: blvd. Christopher Columbus 41, fl. 7, Sofia, Bulgaria

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.**

### **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 successfully 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 and receiving a lease termination confirmation email with information on the lease details (lease session duration, mileage, price, date and time). 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 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, and the change will be reflected in the mobile application "SPARK" and on the website <https://spark.bg/>. In this way, each Lessee will have the opportunity to get acquainted with the current Price List before starting a rental period with the respective vehicle.
- 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 approves the creation of an account of the Lessee in the Mobile Application. The approval of an account in the Mobile Application is done entirely at the discretion and discretion of the Lessor. The Lessor has the right to refuse the approval of the Lessee's account or to deactivate the already approved Lessee's account, including in case the provision of invalid documents and / or information is registered during the registration in the Mobile Application and / or in case documents issued by the competent authorities of countries outside the countries specified in item 2. 2 of the General Terms and Conditions, an integral part of this contract and / or if there are sufficient grounds to believe that the Lessee is unscrupulous and / or endangers the Vehicle and / or security of the participants in the traffic and / or systematically violates the provisions of the effective normative acts and / or this Lease Agreement and the General Terms and Conditions to it. The Lessee is obliged to take the necessary care to protect the selected login data and passwords of his account on the Website and in the Mobile Application, and in case they are lost or third parties have accessed them, the Lessee immediately informs the Landlord therefore. for the security of this data.
- 2.3. The procedure for managing the reservation of the Vehicles, the procedure for using the Vehicles, the conditions for checking the Vehicles, procedures related to establishing defects

and incompatibilities of the Vehicles and other conditions related to the rental of the Vehicles and Services are regulated. in this Rental Agreement and the General Terms and Conditions for Rental and Provision of Services (ie the General Terms and Conditions), which are an integral part of this Agreement and are published in the Mobile Application and the Website. The Lessor has the right to unilaterally amend the Agreement and the General Terms and Conditions, according to the rules established in the provisions of the Consumer Protection Act, notifying the Lessee within 7 (seven) days from the date of the amendment.

- 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 car ignition key; 2). Vehicle Registration Certificate; 3). Contractual liability insurance for the owner of the Vehicle and general conditions of the insurer; 4). also all other documents and articles that must be present in the Vehicle in accordance with the requirements of the applicable regulations; 5) In case of sufficient availability and an explicit request from the Lessee, the Lessor may provide a charging cable, for which the Parties sign a handover protocol. The Lessee undertakes to return the charging cable provided to him at the registered office and the address of management of the Lessor, for which the Parties sign a return protocol. The Lessee undertakes to treat with due care the Vehicle and all its accessories, devices and documents during use, otherwise it owes the payment of a penalty in the amount specified in Annex № 1 to this Rental Agreement - List of Penalties.
- 2.6. Before using the Vehicle, the Lessee must inspect the Vehicle and if obvious and visible defects are found or in case of irregularities or lack of necessary accompanying devices or documents, he undertakes to inform the Lessor through the Mobile application and / or by sending an e-mail containing a description of the identified irregularities and additional evidence confirming the existence of irregularities (photo material, video, etc.) to the following email address: office@spark.bg and / or by notifying the customer center. For the avoidance of doubt, under no circumstances may the Lessee use the Vehicle in the presence of significant damage to the latter, not allowing its safe driving, lack of accessories, devices or documents, the availability of which is mandatory for lawful and safe driving of 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 conscientious user and has the right to use it only for its intended purpose, without violating the requirements of this Rental Agreement and / or the General Terms and Conditions.
- 3.2. The Lessee shall comply with the Vehicle exploitation requirements, the instructions and recommendations of the vehicle manufacturer, of which he is informed by the Lessor, the provisions established in the Road Traffic Act and the requirements of other applicable regulations. The Lessee also undertakes to comply with the requirements for the operation of the Vehicle, which, although not mentioned above, are considered to be commonly known.
- 3.3. The Lessee shall immediately inform the Lessor and the relevant state body and the insurance company that insured the electric car (for example, the Ministry of Interior, the relevant regional police department, the traffic police department at the Ministry of Interior, the relevant fire safety and public protection service, the insurance company, etc.), in the case that the Vehicle is lost, confiscated, damaged or unfit to drive, or unfit for its intended use, and if circumstances of a different nature arise that prevent the possession and use of the Vehicle and / or the provision of normal operating conditions. In the event of such circumstances, the Lessee is obliged to remain at the scene until the arrival of the relevant state authorities and employees of the Lessor's mobile staff, otherwise the Lessee owes non-performing payments, established and described in detail in the List of Penalties to this contract. The Lessee is obliged at the request of the Lessor to provide full assistance to the insurance company and law enforcement agencies in connection with the claim of damages to the Vehicle, and if necessary to appear in person to submit explanations. In case of non-notification or refusal to provide assistance by the Lessee, the latter will be liable for all damages (losses and lost profits) as a result of non-compliance with the obligations specified in this clause, and the Lessee owes the payment of the penalties provided for in Annex № 1 to this contract.
- 3.4. The Lessee has no right to lease the Vehicle, to transfer its rights and obligations under the Contract, to dispose of the Vehicle or to grant rights to another person to use the Vehicle. In case of non-fulfillment of the prohibitions introduced by this provision by the Lessee, the latter shall pay the payment of the penalties provided for in Annex № 1 to the contract, as well as the reimbursement of all damages incurred by the Lessor as a result of non-performance. we № 1 to this contract penalties.

### **4. LIABILITY**

- 4.1. The Lessee is fully responsible for the Vehicle throughout the period of use of the Vehicle. The Lessee assumes responsibility in connection with the transportation and management of hazardous materials during the period in which he uses the rented Vehicle, as well as for the damages caused to the Vehicle, except in the cases specified in Art. 4.2 of this contract.
- 4.2. The Lessee shall not be liable for damages and / or deterioration of the Vehicle that occur during the operational period and which are a consequence of previous operation or normal wear and tear of the Vehicle, provided that he has duly notified the Lessor in writing of the same, before starting the rental session. The Lessee is obliged to immediately inform the Landlord through the customer center (by making a telephone conversation) and / or through

the Mobile Application and / or by sending an e-mail to the e-mail address: office@spark.bg, for any such damages and / or deterioration. of the Vehicle and undertakes to follow all instructions provided by the Lessor.

- 4.3. In case during the Vehicle Use Period the Vehicle, the documents or devices of the Vehicle are damaged or lost (for example the ignition key, the charging card "Eldrive", but not only), the Lessee owes the payment of penalties in the amounts provided in the List of penalties. In case during the period of use the Lessee damages or destroys, or damages the Vehicle to a degree, total damage within the meaning of Art. 390, para. 2 of the Insurance Code, he owes the payment of the penalties provided for in Annex № 1 to the contract. The Lessee undertakes to recover all direct damages not reimbursed by the insurance company that insured the Vehicle, if during the period of use the latter is damaged, destroyed or confiscated, or its documents / devices or license plates are lost, forcibly confiscated by competent authorities (including but not limited to confiscation of the vehicle). If during the period of use the Vehicle is damaged or its registration plates are forcibly revoked, as well as in the event of circumstances of different nature, due to which the Lessor is deprived of the opportunity to use the Vehicle for its intended purpose, the Lessee owes payment of Annex 1 to the lease contract penalties, as well as possible compensation for damages caused to the Lessor. In the cases under the previous sentences, the reasons why the insurance company does not recover the damages are not relevant / relevant, unless they are the result of culpable conduct of the Lessor. In order to exclude any doubt, in case of damage to the Vehicle or its parts, which are the result of culpable conduct of the Lessee, he pays a penalty of 600 (six hundred) BGN for each case, unless the amount not recognized by the insurer damage does not exceed this amount. Apart from the above cases, in the event of a traffic accident caused by the Lessee during a rental session started by the latter, the Lessee shall pay the penalty provided for in point 10 of Annex No. 1 to the Lease Agreement, together with the other amounts due as compensation for damages, penalty payments and others arising from this contract.
- 4.4. In case that the Vehicle is dirtier after use than after normal operation (inside or outside), the Lessee undertakes to recover the costs of washing the Vehicle and internal 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 meets the requirements of the General Terms and Conditions of the Insurer, determined by the company that insured the Vehicle. These General Terms and Conditions are publicly available in the relevant section of the website of the insurance company - "DZI - General Insurance" EAD (<https://www.dzi.bg/>) and the Lessee is obliged to familiarize themselves with them before starting 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 consent by registering in a Mobile application 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 and penalties.. For the purposes of the previous sentence, the Lessee provides its explicit consent to direct debit from the Lessor in respect of the amounts due for the term of this contract. 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 that the Vehicle is damaged and cannot be exploited further after the Lessee has already started using it and unless the Parties agree otherwise, the Lessor shall return to the Lessee the entire Rental Price paid by the Lessee for the respective trip. The amount under the previous sentence is due only on condition that the Vehicle is not damaged due to the fault of the Lessee and if the latter has duly notified the Lessor of the damage. The cases of notifying the Lessor through the Mobile Application, by sending an e-mail to the e-mail address: office@spark.bg and by calling the customer center (conducting a telephone conversation with an employee of the Customer's customer service center) will be considered due notification. ). If it is impossible to establish contact with a representative of the Lessor in case of damage to the Vehicle, the Lessee undertakes to lock the Vehicle and keep the

ignition key and its documents until contact with a representative of the Lessor and receive the relevant instructions.

- 4.14. The Lessor is liable for the fulfillment of its contractual obligations and must recover any direct losses of the Lessee, incurred due to non-fulfillment of obligations by the Landlord. The Lessor shall not be liable for losses that the Lessee has caused or could cause due to inefficient use of the Vehicle and losses incurred due to non-compliance with the Lessee's expectations regarding the Vehicle, including not only the available battery charge, the possible mileage, which is calculated by specialized software in ideal conditions and is entirely determined by the way of driving, the number of passengers in the vehicle, the weather conditions, the terrain and the use of car air conditioning systems, as well as other side effects that affect the charge of the car battery. In any case, the Contracting Parties shall not be liable for any indirect losses.
- 4.15. Under any circumstances, the Lessor is not responsible for the Lessee's items left in the Vehicle.

## **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 successfully 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 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 and the Vehicle is successfully locked. For the avoidance of any doubt, the Lessee has no right to leave the Vehicle outside the Permitted Zones, otherwise he owes a Rental Price until the moment of the proper fulfillment of this obligation. In case the Lessee fails to fulfill the obligation described in the previous sentence, he owes the payment of a penalty according to the current List of Penalties, which is Annex № 1 to this Agreement. The Lessee undertakes to provide sufficient availability in his payment card, registered in the Mobile Application, in order to make 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 any doubt, the Lessee, by registering in the mobile application and concluding this contract, for the term of its validity provides its explicit and unconditional consent for direct debiting by the Lessor of the stocks on the provided payment card with the due rental price. due under this Lease Agreement, Appendix № 1 - List of Penalties and General Terms and Conditions. . With your registration, respectively with the provision of the payment card in the application, 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 application must allow automatic withdrawal of the amounts due from the Landlord, for which the Lessee provides its consent for debiting, with the registration in the application.



The amounts for the provided services and possible due penalties will be automatically debited from the payment card of the Lessee.. 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.. 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. A significant violation will be considered such a violation of the established contractual rules, which endangers other road users, creates preconditions for the implementation of a traffic accident, non-compliance with the established rules of the Road Traffic Act, the occurrence of significant material damage to the Landlord. and the performance of such actions by the Lessee, which would damage the good name of the trademark "SPARK".
- 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 to non-fulfilment 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 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 enters into force at the time of its signing electronically, respectively from the moment a valid user account is created in the Mobile Application by the Lessee and will remain in force indefinitely.
- 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 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. Termination of the Agreement does not affect the validity of its provisions related to the procedure for settling disputes arising with the Lessee during the validity of this Agreement.

## **7. GENERAL PROVISIONS**

- 7.1. The Parties agree that the Lessor has the right to unilaterally transfer all rights and obligations arising from this Agreement to any third party, after informing the Lessee through the Website or by e-mail, the Lessor guarantees the retention of the Lessee's rights arising from the Agreement. for rent and after their unilateral transfer to the third party In case the Lessor receives explicit written consent from the Lessee for the transfer of all rights and obligations arising from the Lease Agreement to any third party, the Lessor does not guarantee the retention of the Lessee's rights, arising from this Agreement.
- 7.2. The Parties agree that this Agreement, confirmed in the Mobile Application or the Website, is considered concluded and valid and has the same legal effect as a signed paper version of the Agreement. The Contract is considered concluded by the Lessee when it is registered on the Website. The Agreement (including the General Terms and Conditions) is a binding document for both Parties together with the ensuing legal consequences.

- 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, contradiction or claim arising out of or in connection with this Agreement, its breach, termination or validity shall be settled first by mutual negotiation in accordance with the principles of impartiality, reasonableness and fairness. If the Parties do not reach an agreement through negotiations within 20 (twenty) days of receiving a written proposal to continue the negotiations or if either Party decides that further negotiations are inappropriate, any dispute, contradiction or claim will be finally resolved by the competent court of the Republic of Bulgaria, according to the rules established in the provisions of the Code of Civil Procedure.
- 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 Landlord unilaterally, subject to the rules set out in the provisions of the Consumer Protection Act, notifying the Lessee within 7 (seven) days from the date of the amendment.

## **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.

- 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 and in case of an administrative criminal proceedings, the establishment of administrative violations and penalties

## Appendix No 1

### LIST OF PENALTIES

	<b>Breach</b>	<b>Penalty amount</b>	<b>Explanation</b>
1	Lost or damaged charging cable due to Lessee's fault	BGN 1000	According to Art. 2.5 of the Contract, at the request of the Lessee, the Lessor may provide a charging cable for the vehicle for which the Lessee is responsible, as of the date of their delivery, according to the handover protocol.

2	Lost or damaged ignition key of the Vehicle due to Lessee's fault.	BGN 1300	After termination of the usage, the ignition key 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 imposed due to the violation of the provisions established in the Lease Agreement and / or the general conditions and in order to prevent further violations by the Lessee of the provisions established in the Road Traffic Act in order to ensure safety in the use of rented electric cars.
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 to inform or untimely inform the Lessor and / the competent control authorities in case of an accident, or leaving the scene of an accident after an accident with the Vehicle.	BGN 600	In case of a traffic accident or incident, the User must immediately inform the authorities of the Ministry of Interior and other competent authorities (if necessary), as well as the Landlord, and must remain at the scene until the arrival of relevant government agencies and employees of the Lessor.
9	The vehicle is damaged or destroyed during the user session started by the lessee or immediately before its suspension, except in cases where the risk of damage or death of the car is covered by the Insurance Company that insured the car and the Lessor received insurance compensation for the event.	Depending on number of damaged elements:  <b>For Volkswagen eUp</b>  -3 or more elements: BGN 700 -In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500  <b>For Skoda CitiGo e iV</b>	The vehicles are essential for the activities of the Lessor, therefore they must be protected in order to provide an unobstructed service for shared rental of electric cars. This penalty is applicable in the cases where the Lessor has not received a compensation from the insurance company that insured the vehicle for the damage or death of the car.

-3 or more items: BGN 700  
-In case of full damage (total damage within the meaning of the Insured Code): BGN 5,500

**For Nissan ENV200**

-3 or more items: BGN 700  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500

**For Nissan Leaf registered before 2018**

-3 or more items: BGN 700  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500

**For Nissan Leaf registered after 2018**

-3 or more items: 1500 BGN  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 8,000

**For Hyundai Kona**

-3 or more items: 1500 BGN  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 8,000

**For Hyundai IONIQ**

-3 or more items: BGN 2300  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500

**For BMW**

-3 or more items: BGN 2300  
-In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500

		<p><b>For all other vehicles which are not explicitly described the following penalties apply:</b></p> <p>-3 or more items: BGN 2300  -In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500</p>	
10	Occurrence of a traffic accident caused by the Lessee with the rented vehicle	BGN 350	This penalty is applied due to the fact that as a result of the Lessee's actions, the Lessor suffers damages and it is necessary to additionally engage resources to establish, evaluate and clarify the factual situation around the case.
11	The tire (s) of the vehicle are damaged and / or destroyed during the Lessee's lease period duration or shortly following the latter.	In case of damaged or destroyed car tire (s) a penalty in the amount of BGN 250,00 is due for each object of damage, regardless of the type of vehicle.	The penalty is used both to replace the damaged / destroyed elements and to cover the costs of the Landlord in connection with the damage or destruction of the respective element (s).
12	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 100	The Vehicle must be transported to the nearest Charging Station in any of the Permitted Locations at the territory of Sofia
13	The vehicle was left at a charging station outside the city of Sofia or left at a location outside the city of Sofia.	BGN 300	The Vehicle must be parked at the closest Lessors' Charging Station in the Permitted Locations in Sofia
14	The Vehicle is left out in inadmissible place	BGN 250	The Vehicle must be parked in the permissible part of Sofia City territory, in place specified in the Agreement/ the General Terms and Conditions
15	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
16	Driving the Vehicle after alcohol consumption and/or narcotic or psychotropic materials.	BGN 5000	It is forbidden to drive under the influence of alcoholic, narcotic or psychotropic substances
17	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

18	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
19	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
20	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
21	Breach of item 2.7 of the Vehicle Lease and Services Agreement	BGN 60 (for first violation) BGN 120 (repeated violation within 6 / six / calendar months of the previous violation)	The penalty is imposed due to non-compliance with the established contractual rules during the rental period by the Lessee and aims to ensure compliance with the conditions for use of rented electric cars, objectified in the contract or the general conditions to the latter.
22	If the vehicle leased by the Lessee is parked in violation of the current provisions of the Road Traffic Act, other applicable normative acts and the established contractual rules, as a result of which the vehicle is forcibly towed by the	BGN 150	The penalty is imposed for non-compliance with the provisions specified in the lease agreement or the general conditions by the Lessee during the rental



	competent state authority, the Lessee owes a penalty payment.		period costs incurred by the Lessor
23	In the event that the Lessee commits an administrative offense during the lease duration, the Lessee shall be liable to pay a penalty for failure to fulfill the obligation specified under the relevant provision, irrespective of the administrative sanction imposed by the competent state authority.	BGN 60 (for first violation) BGN 120 (repeated violation within 6 / six / calendar months of the previous violation)	The penalty is imposed due to non-fulfillment of the established contractual conditions during the rental period by the Lessee and aims to ensure compliance with applicable regulations governing public relations for the safe movement of roads and rules for the use of rented electric vehicles, objectified in the contract and the general conditions to the latter.

\* The above penalties are charged by the Lessor and are due by the Lessee for each individual case of partial or complete damage to the specific Vehicle. The penalty is due regardless of claiming and / or receiving insurance indemnity.

Approved by the Order of the Executive director of Ride Share Bulgaria

## **SPARK**

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

„**RIDE SHARE BULGARIA**” EAD (“**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**” EAD (“**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 trough “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” EAD 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).

## 2. DEFINITIONS

- 2.1. **Lessor** – „RIDE SHARE BULGARIA” EAD (“SPARK”), legal entity’s code 204787918, VAT payer’s code BG204787918, registered office at floor 7, 41 Christopher Columbus, Sofia, the Republic of Bulgaria, data on which is collected and kept in the Trade register at the Entry Agency of Republic of Bulgaria.
- 2.2. **Lessee** – legally capable individual who is interested in using the Mobile Car Sharing Application has a valid driving license category "B", issued by the competent authorities of one of the following countries: Republic of Austria, Kingdom of Belgium, Republic of Bulgaria, Federal Republic of Germany, Hellenic Republic, Kingdom of Denmark, Republic of Estonia, Republic of Ireland, Kingdom of Spain, Italian Republic, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Grand Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Poland, Portugal Republic, the Republic of Slovenia, the Republic of Hungary, the Republic of Finland, the French Republic, the Republic of Croatia, the Czech Republic and the Swiss Confederation and has a minimum of 1 (one) year of experience as a driver in the relevant category. The above circumstances are certified by the provision of a valid driving license issued in the name of the Lessee by the authorities of one of the above countries. For the avoidance of doubt, the Parties expressly agree that upon registration on the Website and each time the Lessee registers in his account on the Website, he unconditionally confirms by appropriate action that he has the right to conclude and perform the Contract and use Vehicles. under the conditions specified in the Contract and the General Terms and Conditions, as well as the validity of the provided identity 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, respectively by creating a personal account in the mobile application, the Lessee provides his e-mail address, which is considered to be the identification code of the Lessee.
- 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 keep this data and is obliged not to disclose it to anyone. The Lessee undertakes not to provide the login details in his personal account in the Mobile Application to third parties, otherwise the Lessee owes payment of all damages incurred by the Lessor as a result of the use of the Lessee's personal account by third parties.
- 3.4. The Lessee must immediately inform the Landlord by sending an e-mail to the e-mail address: [office@spark.bg](mailto:office@spark.bg) and / or by submitting a notification in the Mobile Application and

/ or by telephone conversation with the customer center in case he loses the login details and / or these data become known to third parties. Upon receipt of such notification, the Lessor provides the Lessee with new login details in the Mobile Application.

- 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 is made by the Mobile application. Advance booking is available 15-45 minutes (depending on the selected booking period) until the start of the intended use of the Vehicle. During the initial reservation period of 15 (fifteen) minutes, no fees are charged to the Tenant. Any extension of the reservation after these 15 (fifteen) minutes is paid depending on the selected period for extension of the reservation. To make a reservation, you must complete the following steps
  - 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:

- 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 (inside and outside) for damage and other damage to the vehicle, check that the tires of the Vehicle are properly inflated, that the power level of the electric battery of the Vehicle is sufficient to pass 10 km (ten km) or more, to check whether there are visible external damages, defects and / or discrepancies of the Vehicle or its equipment and documentation, and if this is established immediately before the use of the Vehicle, the Lessee must notify the Customer's Customer Center at +3592 4193476, and / or select the appropriate command on the smartphone screen to report an incident, using the Lessee's Mobile Application and / or send an e-mail to the office address: office@spark.bg, in which to indicate the identified problem, attaching evidence to the message;
- 5.1.3. Inside the Vehicle, the Lessee must find the ignition key, instructions for use, Vehicle documents, insurance documentation, At the specific request of the Lessee and sufficient availability, the Lessor may provide a charging cable for the vehicle (Type2) and / or a cable for standard Shuko contact, for which the Parties sign a handover protocol, which indicates the period of use of these cables. On the date of expiration of the term under the previous sentence, the Lessee undertakes to return the charging cables, which were provided at the registered office and the address of management of the Lessor, for which the Parties draw up a protocol for their return. The Lessee shall check that all documents specified in the instructions, devices and accessories of the Vehicle are available. If any of the above is missing or damaged and / or there are discrepancies, the user immediately before using the Vehicle must inform the customer center of "RIDE SHARER BULGARIA" EAD by phone +3592 4193476 and / or select the appropriate command on the smartphone screen using the Mobile application or send an e-mail to an e-mail address. : office@spark.bg, waiting for the provision of additional instructions by the Lessor in connection with the use of the Vehicle.Until the date of receipt of the necessary instructions, the Lessee shall not owe the payment of the rental price, unless it is established that he has not immediately notified the Lessor of the incident and / or provided that the necessary actions by the Lessee have not been performed or have been negligent. , in view of the Lease Agreement, the General Terms and Conditions to the Lease Agreement, the information provided in the Mobile Application or the Operating Instructions. Notwithstanding the hypotheses under the previous sentence, the Lessee is obliged to take all necessary actions to preserve the integrity and safety of the Vehicle, its documentation, devices and devices;
- 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 it to one of the Permitted Zones, make sure that the vehicle is not damaged and other damage, leave the ignition key inside the Vehicle at the designated place, check whether has not left any of his belongings and to make sure that he has left in the Vehicle all documents, devices and accessories of the Vehicle, which are listed in the instruction, which is in the Vehicle and / or in the Website and the Mobile Application;
- 5.1.7. After arriving at the place specified in Section 5.1.6 of these General Terms and Conditions and leaving the Vehicle, the Lessee must select the command "End the trip" of the Mobile Application of the Lessor. The Lessee shall ensure that after leaving the Vehicle it is locked, all windows and sunroof are closed, the parking brake is applied, the vehicle lights and

multimedia devices are switched off, and the Vehicle is parked in accordance with the requirements of the Traffic Act. on the roads, other applicable regulations and safety and security requirements.

- 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).
- 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 competitions, other sports, off-road driving or other purposes of a competitive nature, to carry out commercial activities and to use the Vehicle as a training vehicle or in a constantly increased load mode (transport of heavy loads and etc.), for other purposes for which the Vehicle is not suitable, nor to use the Vehicle for performance of activities, prohibited by the effective normative acts on the territory 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 prohibited to take the Vehicle out of the territory of the Republic of Bulgaria, as well as outside the established sections for the movement of Road Vehicles.

## 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;
- 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 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 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 DAMAGE OF THE VEHICLE

- 7.1. In case the Vehicle is damaged, warning signals appear on the dashboard, suspicious side sounds may be heard and / or there is no possibility for safe continuation of the operation of the Vehicle, the Lessee is obliged to immediately stop using the Vehicle. stay and parking area, to inform the Lessee through the Mobile Application and / or the Customer Center by making a telephone call and / or to send an e-mail to the e-mail address: office@spark.bg about the above and to follow additional instructions given by the Landlord and specified in the Operating Instructions.

- 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

- 8.1. The Lessee using the Vehicle is obliged to have a valid driving license for a motor vehicle of category "B", issued by the competent authorities of one of the countries exhaustively specified in the provision of item 2. 2 of these General Terms and Conditions, has experience as a driver of the relevant category for at least 1 (one) year, must be sober and not under the influence of narcotic, psychotropic or other psychoactive substances or their analogues.
- 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 does not notify the Lessor by message in the Mobile Application and / or by sending an email to the e-mail address: office@spark.bg and / or by phone call to the customer center about the damages, defects and / or other discrepancies of the Vehicle , the equipment and / or its documentation, occurred / ascertained before the start of the use of the Vehicle, the Lessee is responsible for all ascertained damages, discrepancies and defects.
- 9.5. In case the Lessee violates the provisions of the Road Traffic Act and / or other regulations, the latter undertakes to recover the direct losses of the Lessor incurred as a result of such violation for each violation, as well as to pay the due penalties according to the Penalty List and possibly the due rental price, for which the Lessee provides his consent, by registering in the Mobile Application and concluding this agreement for direct debit of amounts due from his payment card by the Lessor and accordingly - in the absence of availability, undertakes to pay the amount due within three days after the request of 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 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. These General Terms and Conditions may be amended unilaterally by RIDE SHARE BULGARIA EAD, in accordance with the rules established in the provisions of the Consumer Protection Act, and the Lessor shall therefore notify the Lessee within 7 (seven) days from the date of the amendment.
- 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.