

VEHICLE USE AGREEMENT

{agreementDate}[FILLED IN AUTOMATICALLY]

Sofia, Republic of Bulgaria

SPARK [Operator of the Vehicle]: "Ride Share Bulgaria" EAD, legal entity registration number 204787918, VAT identification number BG204787918, with the registered office at the address: Sofia, 41 Christopher Columbus Blvd., 7th floor, Represented by Stefan Vladimirov Spasov - Executive Director, Phone №: 00 359 2 4193476 E-mail: office@spark.bg.

User: [FILLED IN AUTOMATICALLY] Name: {personFirstName} Surname: {personLastName} Personal identification number: {personPersonalCode} Address of the place of residence: {personResidenceAddress} Mobile: {personMobilePhoneNumber} E-mail: {personEmailAddress};

Before approving this Vehicle Use Agreement (hereinafter referred to as the "Agreement"), please carefully read and familiarise with the Vehicle Use Rules (hereinafter referred to as the "Rules": <https://spark.bg/wp-content/uploads/2022/07/Rules-for-the-use-of-vehicles-ENG-01.08.22.pdf>), the General Terms and Conditions (hereinafter referred to as the "Terms and Conditions": <https://spark.bg/wp-content/uploads/2022/07/General-Terms-And-Conditions-ENG-01.08.22.pdf>) and the prices of the services (hereinafter referred to as the "Pricelist" – www.spark.bg) because they shall be deemed to be an integral part of the Agreement and shall be available on the Mobile Application and the Website www.spark.bg The capitalised terms shall be construed as having the meanings ascribed to them in the Rules or the Terms and Conditions.

1. OBJECT OF THE AGREEMENT

Vehicle: {made}
Licence plate {numbers}
Price of use: {EUR/min, price of the day}
Date and time of the start of use: {HHH/}
Date and time of the finish of use: {HHH/}
Place of collection of the Vehicle: {address}
Place of return of the Vehicle: {address}

2. SUBJECT OF THE AGREEMENT

- 2.1. [SPARK] [Operator of the Vehicle] shall grant the User the right to operate and use the Vehicle referred to in Article 1 hereof on a temporary basis and the User shall undertake to use the Vehicle in accordance with the terms and conditions set out in this Agreement, the Rules and the Terms and Conditions, pay the fee for use and make other payments as provided for in this Agreement, the Rules, the Terms and Conditions and the current Price List at the time of unlocking the Vehicle.
- 2.2. The Vehicle reservation procedure, the Vehicle use and return procedure, the terms and conditions of examination of the Vehicle, the terms and conditions concerning defects and non-conformities of the Vehicle and other terms and conditions concerning use of the Vehicle shall be set out in the Rules and the Terms and Conditions, an integral part of this Agreement.

3. VALIDITY OF THE AGREEMENT

- 3.1. This Agreement shall come into force when the User chooses the command "Unlock" in the Mobile Application and expire when the User properly parks the Vehicle in the Vehicle Return Zone or the Paid Vehicle Return Zone by choosing the command "Lock" in the Mobile Application.
- 3.2. The term of validity of the Agreement shall also be deemed to be the term of use of the Vehicle because the start date and the end date shall coincide.

4. REPRESENTATIONS, CONFIRMATIONS AND WARRANTIES

- 4.1. By concluding this Vehicle Use Agreement and registering in SPARK Account, the User shall voluntarily provide his/her personal data necessary for conclusion and proper performance of the Agreement and voluntarily tick the field not marked in advance. By ticking the User shall represent and certify that he/she has thoroughly familiarised himself/herself with the Rules, the Terms and Conditions, the Privacy Policy and the guides for use of the Vehicle (*available in both the Mobile Application and the Website*), have read them and understood the content thereof and the consequences of conclusion, performance of the Agreement and non-performance or improper performance or non-timely performance of the concluded Agreement. The User shall not be allowed to conclude the Vehicle Use Agreement and use the services of [SPARK] [Operator of the Vehicle] if he/she has not familiarised himself/herself with the Rules, the Terms and Conditions and the guides for Vehicle's use and do not accept them.
- 4.2. By signing this Agreement, the User shall certify that he/she has thoroughly examined the Vehicle before starting using it as provided for in the Rules and notified [SPARK] [Operator of the Vehicle] of any detected defects. The User shall understand that in case of breach of the requirement provided for in this paragraph or provision of false information, all breaches may be deemed to have arisen during the period of use of the Vehicle by the User and the User may be held liable for them.
- 4.3. This Agreement, confirmed under the terms and conditions set forth in this section through the Mobile Application or the Website, shall be deemed concluded and valid and shall have the same legal effect as a paper-signed version of the Agreement. The Agreement (including the Terms and Conditions) is binding documents for both Parties to the Agreement, together with the ensuing legal consequences.

- 4.4. The User shall undertake to use the Vehicle as a diligent and careful owner, use it only for its intended purpose, without breaching the requirements of the Rules and the Terms and Conditions.
- 4.5. The User shall be notified that penalties which shall be indicated in the List of Penalties laid down in Annex 1 to the Rules may be imposed for a failure to comply with the terms and conditions of the Agreement.

5. SETTLEMENT PROCEDURE

- 5.1. The User shall pay to SPARK a fee for the Vehicle Use Period in accordance with the Pricelist (www.spark.bg) valid at the moment of conclusion of the Vehicle Use Agreement.
- 5.2. At the end of the trip, the User shall undertake to settle accounts under the Vehicle Use Agreement in accordance with the procedure prescribed in the Terms and Conditions.
- 5.3. The fees shall be calculated on the basis of the data of the Mobile Application and the Vehicle System.
- 5.4. Penalties (fines and default interest) and losses, compensations and other amounts payable hereunder shall be paid in accordance with the procedure established in the Terms and Conditions and the Rules.