

**ALD Automotive UAB**
**Ayvens Pre-Lease and other short-term rental General Terms**

These General Terms together with Special Terms of Ayvens Short-term Vehicle Rental Contract, signed between the Lessor and Lessee, constitute the Contract.

By signing the Contract, the Lessee's representative confirms that: (i) he/she is entitled to conclude this Contract on behalf of the Lessee and (ii) all internal procedures have been followed up and all corporate approvals (including, but not limited to approvals required by the Lessee's internal documents, articles of association, procedures, powers, etc.) are obtained to conclude this Contract. Any violation of the above procedures is the Lessee's liability and risk, which will not affect neither the Lessee's obligations and responsibilities arising from this Contract, nor the Lessor's rights and claims against the Lessee.

**II. General Terms**
**1. DEFINITIONS**

The definitions used in this Contract have the following meaning:

- 1.1 **"Pre-Lease and/or Short-term rental"** – this term means a service consisting in giving the Lessee the right to use the Vehicle for agreed rent payment and period of time stipulated in the Special Terms, and under the conditions described in the Contract.
- 1.2 **"Lessor"** – this term means ALD Automotive UAB, registration number 300156575.
- 1.3 **"Lessee"** – the term means a legal person indicated in the Special Terms and being a party of this Contract as a lessee of the Vehicle.
- 1.4 **"Party"** and **"Parties"** – used to refer to both (i.e. the Lessor and Lessee) together and each of them individually.
- 1.5 **"Lessor's website"** – [www.ayvens.lt](http://www.ayvens.lt).
- 1.6 **"Contract"** – shall be Special Terms of the Ayvens Short-term Vehicle Rental Contract and these General Terms with all annexes and further amendments concluded between the Parties. Hereinafter also referred as the Special Terms and General Terms.
- 1.7 **"Vehicle"** – this term means a used vehicle from the Lessor's stock given to the Lessee by the Lessor to usage, defined in the Special Terms and Vehicle delivery and acceptance certificate (i.e. the Special Terms defines the segment of the leased Vehicle, but the Vehicle delivery and acceptance certificate states the leased Vehicle in detail).
- 1.8 **"Vehicle user"** or **"User of the Vehicle"** – this term means an employee of the Lessee, with the reservation that the Lessee is responsible for the actions and omissions of the Vehicle User as for his own actions and omissions.
- 1.9 **"Vehicle Restitution Guide"** – a document that provided a detailed description of the Vehicle return process and clear guidelines on which the Vehicle will be initially assessed upon return. Vehicle Restitution Guide is a part of the Contract and can be found on the Lessor's website.
- 1.10 **"Rental fee"** – compensation for the use of the Vehicle and included services according to the Special Terms and General Terms.
- 1.11 **"Allowed Mileage limit"** – this term means the maximum number of kilometres indicated in the Special Terms that the Vehicle may cover without incurring additional charges (fees) to the Lessee or recalculation (increase) of the standard Rental fee price according to Special Terms of the Contract. The cost of the Allowed Mileage limit is included in the standard Rental fee. Excess mileage fee and other provisions related to the recalculation of the Rental fee are indicated in the Special Terms.
- 1.12 **"Price list"** – the table of charges and fees for the Lessor's services not covered by the Rental fee. The Price List is a part of this Contract and available on the Lessor's website.
- 1.13 **"Sanctioned Person"** means any person who is designated or targeted by Sanctions, or is otherwise a subject of Sanctions including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) located in, or organized under the laws of, any country that is subject to general or country-wide Sanctions.
- 1.14 **"Sanctions"** means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following): (a) the United Nations; or (b) the United States of America; or (c) the European Union or any present or future member state thereof; or (d) the United Kingdom.

**2. SUBJECT MATTER OF THE AGREEMENT**

- 2.1 The Lessor gives to the Lessee for use the used Vehicle that corresponds to the Lessee's selected Vehicle segment and is available at the Lessor's stock for rent, and described in detail in the Vehicle delivery and acceptance certificate, as of the date and on the conditions specified in the Contract, while the Lessee undertakes to pay to the Lessor the Rental fee indicated for a given segment of the Vehicle given to the Lessee, agrees to cover other costs not included in the Rental fee, observe all provisions of this Contract and after the end of the lease the Lessee undertakes to return the Vehicle in a not deteriorated condition, in the condition resulting from its proper use, corresponding to the properties and purpose of the Vehicle.

**3. LEASE APPROVAL AND DELIVERY OF THE VEHICLE**

- 3.1 After receiving information from the Lessee on the subject of Pre-leasing or other short-term rental Vehicle, the Lessor via means of e-mail communication confirms the possibility and conditions of leasing the Vehicle to the representative of the Lessee and sends the Special Terms of the Contract to be filled in and signed.
- 3.2 The Lessor reserves the right to refuse to lease the Vehicle without giving any reason, in case the Vehicle of the segment selected by the Lessee is not available at the Lessor's stock, as well as due to findings during KYC process.
- 3.3 Upon receipt of the Special Terms signed by the Lessee's authorized representative, the Lessor's representative shall sign them, send a signed copy back to the Lessee and arrange the delivery of the Vehicle as specified in the Special Terms of the Contract. Delivery of the Vehicle is confirmed by the Vehicle delivery and acceptance certificate being signed by the representatives / authorized persons of the Parties. The Lessee confirms that the Vehicle user or other person indicated by means of e-mail communication, in the Special Terms or application for lease, shall be considered as the Lessee's authorized person to pick-up the Vehicle and sign the Vehicle delivery and acceptance certificate on behalf of the Lessee.
- 3.4 By signing the Vehicle delivery and acceptance certificate the Parties confirm that the Vehicle is in good technical condition and can be used by the Lessee on public roads, has paid TPL (Third Party Liability) insurance and Motor Own Damage (CASCO) insurance, as well as has no legal or physical defects preventing it from being used in accordance with its purpose.

- 3.5 Any complaints concerning the technical condition of the Vehicle should be reported to the representative of the Lessor at the time of its delivery, provided that deficiencies, which a diligent Lessee would have been able to identify without advanced diagnostics at time of the acceptance, may not be reported at a later date.
- 3.6 Any damage shall be written by the representative of the Lessor on the Vehicle delivery and acceptance certificate and confirmed by representatives or authorized persons of both Parties.
- 3.7 If defects and/or damage that threaten the safety are found at the date of delivery of the Vehicle, the Lessor undertakes within 7 days either to remove them or deliver another defect-free Vehicle. Another Vehicle, depending on availability, shall correspond to the same segment classification as the Vehicle defined in the Vehicle Lease Offer and accepted by the Lessee.
- 3.8 The Vehicle delivery date indicated in the Vehicle delivery and acceptance certificate is confirmed by the signature of a representative or authorized person of the Lessor and the Lessee and constitute the date of the beginning of the lease the Vehicle and proof of lease beginning.
- 3.9 The signed Contract and Vehicle delivery and acceptance certificate constitute proof of concluding and performing the Contract concerning the indicated Vehicle under the terms and conditions specified in above mentioned documents, as well as the basis for calculation and payment of the Rental fee and other charges indicated in the Contract and Price list.
- 3.10 During the use of the Vehicle, the Lessor has the right to demand the return of the Vehicle at any time in order to replace it with another vehicle corresponding to the same segment of the Vehicle which was originally the Vehicle. In such a case, the Lessor shall cover all costs associated with picking up the Vehicle from the Lessee and delivering a new Vehicle to the Lessee. The change of the Vehicle is made after prior arrangement with the Lessee of the place of delivery of a new Vehicle and the date, however, not shorter than 7 (seven) days from the date of notifying the Lessee of the obligation to return the Vehicle.
- 3.11 The return of the Vehicle to the Lessor will be confirmed by documents indicated in the section "VEHICLE'S RETURN" of the General Terms. The place of return is indicated in the Special Provisions.

**4. PAYMENTS AND BILLING**

- 4.1 The Rental fee for the use of the Vehicle is indicated in the Special Terms. In case when the lease period covers a full calendar month, the settlement shall be made for a monthly period according to the Rental fee indicated in the Special Terms. If the duration of the lease does not correspond to the full period of calendar month, the Rental fee shall be calculated for actual number of days of the lease by applying Rental fee prices for the respective lease period according to the Special Terms.
- 4.2 The settlement period begins on date of delivery of the Vehicle as stated in Vehicle's delivery and acceptance certificate and ends on date of return of the Vehicle as stated in the Vehicle return document.
- 4.3 The Lessee shall pay to the Lessor Rental fees for the Vehicle use in a previous month, as well as all other payments for which the payment term is not set in the Contract, within 15 days as from the date of issue of the VAT invoice, unless stated otherwise in Special Terms of the Contract or respective VAT invoice.
- 4.4 The Lessee hereby agrees to delivery of the invoices electronically in document format preferred by the Lessor to the e-mail address indicated by the Lessee in the customer application form or in this Contract, or other e-mail address duly notified to the Lessor. The Parties agree that the Lessor's invoices shall be without the requisite "Signature" and the Lessee will recognise such invoices as binding. The uploading of the Lessor's invoices to the Lessee's systems shall be binding to the Lessor only if the Parties have entered into a separate agreement on that. In any event, the Lessor shall be entitled to send invoices by e-mail and the Lessee shall be obliged to accept and process such invoices received by e-mail if the Lessee's system is not working on the day the Lessor uploads the invoices, i.e. the Lessor shall not be obliged to re-upload, report problems or take any other action to remedy the problem.
- 4.5 All payments shall be made to the Lessor's bank account specified in the VAT invoice. The date of payment is the date of crediting the Lessor's bank account. Any bank service fees and other payments applied by the bank for making settlements are covered by the Lessee.
- 4.6 The Contract calculation currency is Euro. Any expenses of the Lessor due to currency exchange and loss incurred by the Lessor later due to activities of the Lessee related to making payments in the currency, which does not correspond to the currency of the Contract, shall be covered by the Lessee.
- 4.7 In the event that the actual mileage of the Vehicle settled is higher than the contractually agreed Allowed Mileage limit, the Lessee at the end of lease or on monthly basis (at the Lessor's discretion) shall pay an additional fee in the amount indicated in the Special Terms for each additional kilometre travelled over the estimated Mileage limit. **If in the Special Terms the Lessee has selected the Expected mileage limit that exceeds the Allowed Mileage limit, the Lessee shall be charged with the increased Rental fee set out in the Special Terms, but the charge for the Excess Mileage fee shall be applied after the Lessee exceeds the mileage level selected by the Lessee.**
- 4.8 Settlement for the excess of the Mileage limit specified in the Special Terms shall be made in proportion to the duration of the period of lease (for example, if the Mileage limit has been granted for a period of one month and the termination of the lease of a given Vehicle takes place before the end of a full month, the total agreed Mileage limit shall be divided and excess mileage calculated pro rata according to the number of days the Vehicle was used).
- 4.9 The Lessee undertakes to pay all charges and fees arising out of the Contract and according to the Price list.
- 4.10 The Lessee shall bear the ordinary costs of maintenance and operation of the Vehicle during the period of lease, in particular the costs of:
  - a) fuel / electricity used during the use of the Vehicle,
  - b) purchase of windscreen washer fluid and other car products,
  - c) washing, waxing and polishing the Vehicle,
  - d) interior cleaning,
  - e) parking lots and garages for the Vehicle,
  - f) installation, removal and fixing of accessories specified in the clause 7.7 and 7.8 of the General Terms,
  - g) expenses for damage apart from normal wear and tear determined in accordance to the Lessor's Vehicle restitution guide and Vehicle defect deed made by a manufacturer's authorized service, other service chosen by the Lessor or Lessor's authorized expert,
  - h) penalties and fines,

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 (Name, surname, signature, date)

**LESSOR**

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 (Name, surname, signature, date)

**LESSEE**

- i) insurance deductible (own risks) and damage of the Vehicle not covered by insurance,
- j) repair and/or change of damaged tyres,
- k) any other costs and expenses caused as a result of the activities of Lessee with respect to undue performance of the Contract.

4.11 The Lease Payment shall include only:

- a) the fee (rental) for the use of the Vehicle,
- b) basic fee for the maximum kilometre limit (Mileage limit) indicated in the Special Terms,
- c) regular compulsory maintenance according to the Vehicle service manual at services in the Republic of Lithuania,
- d) technical repairs due to normal wear and tear at services in the Republic of Lithuania,
- e) standard summer and winter tyres (at Lessor's choice) depending on the season or multi-season tyres (repair or replacement of damaged tyres not included),
- f) fees for mandatory technical inspection,
- g) expenses related to the service ensuring 24-hour technical assistance on the road within the territory of the Republic of Lithuania and European Economic Area (EEA),
- h) insurance payments for the Vehicle - TPL (Third Party Liability) insurance and Named Perils Motor Own Damage (CASCO) insurance in the territory of the Republic of Lithuania and European Economic Area (EEA),
- i) all taxes and fees stipulated by the law related to the Contract and the Vehicle,
- j) replacement vehicle in case the Vehicle requires a repair that takes more than 1 (one) day, provided that the replacement vehicle may not be same segment as the leased one, but is subject to available vehicles in the Lessor's stock.

4.12 VAT charges shall be added on all payments in accordance with applicable tax regulation. If VAT or any other taxes or fees are changed, or such changes and/or new taxes and fees are introduced during the Contract period, the Lessor shall be entitled unilaterally and without a prior notification to change the amount of the Rental fee accordingly.

4.13 The Lessor reserves the right not to accept payments from third parties, except the payment on behalf of the Lessee is made by: (i) a company that belong to the same group of companies as the Lessee, for example, parent company, or (ii) a private individual related to the Lessee, for example, shareholder or employee. It is mandatory that before a third-party payment the Lessee informs the Lessor at least 30 (thirty) days in advance and receives the Lessor's consent. The Lessor shall not withhold its consent without a valid reason, that may be related to the payer's violation of the Sanctions, tax evasion, money laundering and terrorism and proliferation financing or other offenses or violations of laws and regulations. Uncoordinated third-party payments may be a subject of fund freezing or return to their payer's and will not be considered as the fulfilment of the Lessee's obligations under this Contract.

## 5. REINVOICING

5.1 All costs of services or performances incurred by the Lessor for the benefit of the Lessee or Vehicle and not covered by the Rental fee, are re-invoiced by the Lessor to the Lessee in accordance with the content of accounting documents paid by the Lessor, including VAT invoices or service/repair offers. In particular, re-invoicing may concern such costs as: maintenance or repair services not covered by the Contract, travel costs (taxi and other means of transport) and towing costs, costs of vehicle interior cleaning, washing and upholstery repair etc. The basis for payment of the costs described in this section is each time a properly issued document (accounting evidence) received from the provider of services to the Lessee or in relation to the Vehicle, regardless of the form of that document (accounting evidence). The accounting evidence or any other document attached thereto should state that the services were or should be performed for the benefit of the Lessee or in relation to the Vehicle.

5.2 Purchases of spare parts and services not covered by the Contract shall be at the expense of the Lessee.

5.3 The Lessee shall be responsible for all obligations, tickets, fines and penalties addressed to the Lessor as a result of violation of traffic rules, legal regulations or obligations by the Lessee during the lease, except for cases where the Lessor is responsible. In the event that as a result of the Lessee's breach of the provisions of the preceding sentences the Lessor suffered damage, in particular in connection with the payment of penalties, fines, tickets, etc. imposed on the Lessor, the Lessee undertakes to compensate the damage in accordance with the content of the debit document issued by the Lessor.

5.4 Within a term stipulated by law or any other binding documents the Lessee shall pay all mandatory fines, including, but no limited to violation of traffic rules, parking rules and other mandatory payments to third parties related to the Vehicle and its use. The Lessor is entitled to pay all overdue mandatory fines and payments and include those payments in a regular monthly invoice by adding administration fee according to the Price list. The Lessee acknowledges that in each case the Lessor has the right, and not the obligation on a re-invoicing basis to make payments for the costs not covered by the Rental fee. The Lessor's refusal to pay does not require justification and does not constitute the basis for any claims of the Lessee against the Lessor on this account.

5.5 Expenses payable by the Lessee but paid by the Lessor shall be paid by the Lessee on the basis of respective invoice from the Lessor no later than 15 (fifteen) working days after the Lessor's invoice date.

## 6. LATE PENALTY AND COLLECTION CHARGES

6.1 If the Lessee fails to pay monthly Rental fee or any other payment under this Contract, Lessee shall pay to the Lessor late interest at the rate of 0.02% per day of the outstanding amount on as from the first day of delay.

6.2 The Lessee compensates damages incurred by Lessor that have accrued due to the unlawful conduct or unjustified actions of the Lessee as well as the legal fees paid by Lessor, which are related to protection of the Lessor's interests in legal relationship with the Lessee, including the fees for the services rendered by an attorney at law or other legal counsellor used by Lessor for protection of its interests.

6.3 In case the Lessee delays any of the payments prescribed by the Contract, the Lessor shall be entitled to use all the Lessee's payments for covering the claims as follows:

- a) late interest;
- b) any other payments to be made in favour of the Lessor, save the Rental fee;
- c) Rental fee;
- d) contractual penalties.

## 7. USAGE OF THE VEHICLE

7.1 The Vehicle is the property of the Lessor. The Lessee is entitled to use the Vehicle in accordance with the requirements for operation and use thereof prescribed in the Contract and the Vehicle user's manual, including with due consideration of the requirements set by

the manufacturer of the Vehicle. The Lessee undertakes full responsibility for the condition of the Vehicle during the entire period of lease, and for return thereof to the Lessor in the condition of its delivery to the Lessee, considering normal wear and tear. The Lessee has no right to alienate, pledge or otherwise encumber the Vehicle, as well as to transfer the Vehicle for use to a third party without the Lessor's written consent. The Lessee's employees, to whom the Lessee has given permission to use the Vehicle, are not considered as third parties. When transferring the Vehicle for use, the Lessee is responsible for the Vehicle users to comply with all obligations specified for the driver, user and holder or owner of the Vehicle, as well as the Lessee remains fully responsible to the Lessor for the Vehicle, actions of the Vehicle users, and compliance with the Contract.

7.2 While leaving the Vehicle even for a short period of time, the Lessee shall be obliged to use all the security features located in the Vehicle. Leaving documents and/or keys in the Vehicle shall be forbidden and shall result in invalidity of the insurance against theft of the Vehicle.

7.3 The Lessee shall use the Vehicle prudently, with due respect of the regular requirements for driving a Vehicle and the valid regulatory enactments governing road traffic.

7.4 While using the Vehicle, the Lessee is binding with and must comply with Vehicle Restitution Guide, Vehicle User's Manual located in the Vehicle or available at the Vehicles manufacturers website, as well as with instruction provided by the Lessor's representatives.

7.5 The Vehicle must not be used:

- a) for driving which may reduce the Vehicle's value more than normal driving;
- b) for driving lessons or rendering of courier services without the Lessor's prior written consent;
- c) for towing of other vehicles, trailers or other objects;
- d) for commercial towing of a caravan, trailer or other such object;
- e) for racing or other competition of any kind;
- f) outside the European Economic Area (EEA) without Lessor's prior written consent (**prior driving outside the European Economic Area (EEA) the Lessee must contact the Lessor to obtain an e-mail confirmation of insurance coverage outside the European Economic Area (EEA); otherwise the Lessee bears all risk related to the insurer's refusal in case of insured event;**)
- g) for hiring, subleasing or passenger commercial service of any kind or any other type of services;
- h) under the influence of alcohol, hallucinogenic drugs, drugs or other substances that weaken his awareness and reaction capability;
- i) in violation of customs, road or other regulations in force;
- j) to transport flammable, dangerous, as well as toxic, corrosive, radioactive and other harmful substances;
- k) to transport items which, due to their smell or properties, may cause damage to the Vehicle and expose the Lessor to the loss of time or money before the vehicle constituting the Vehicle can be leased again;
- l) for illegitimate activities of any type.

7.6 The Lessee shall be responsible for all prohibited acts which took place during the lease and which are related to the use of the Vehicle. The Lessee accepts that the Lessor shall make the personal data of the Lessee and/or the User (driver) of the Vehicle available to the police, insurance companies or other authorized bodies, taking into account the provisions on personal data protection.

7.7 No changes allowed to the outer appearance or the interior of the Vehicle, no signs or advertisements may be placed on the Vehicle and its paintwork may not be altered. The Lessee shall cover all losses and expenses of the Lessor as well as the calculated damages to the Vehicle in case the Lessee is in breach of this clause. .

7.8 The Lessee may not install non-factory accessories in/on the Vehicle. The Lessee shall cover all losses and expenses of the Lessor as well as the calculated damages to the Vehicle in case the Lessee is in breach of this clause.

7.9 The Lessor has the right to inspect the Vehicle at any time, in particular to inspect the technical condition of the Vehicle and the manner of using the Vehicle by the Lessee. The above means that the Lessee shall be obliged to indicate the place of use of the Vehicle, indicate the personal data of the Vehicle User (driver), present the Vehicle for inspection in the place of its registered office within the period indicated by the Lessor and submit the Vehicle to inspection by authorized persons from the Lessor. A protocol shall be drawn up from the inspection activities. In the event that the first inspection date set by the Lessor does not take place due to reasons not attributable to the Lessor, the failure of the Lessee to present the Vehicle for inspection within the second indicated date (failure to take place within the second date due to reasons beyond the control of the Lessor) is the basis for the termination of the lease of such Vehicle with immediate effect due to reasons beyond the control of the Lessee without the right of the Lessee to demand any compensation on this account.

## 8. OPERATION, SERVICE AND REPAIR OF THE VEHICLE

8.1 **Vehicle equipment.** Upon its delivery the Vehicle is equipped in accordance with the requirements of the regulations in force. The Lessee shall ensure that such condition and equipment is maintained during the rental period and that the Vehicle's equipment is the same on its return to the Lessor. The Lessee shall ensure that the Vehicle meets all statutory requirements and periodic checks (including the state mandatory technical inspection) and services are duly performed according to the service manual of the Vehicle by the deadlines prescribed by the manufacturer and the regulatory enactments. Services and repairs must be performed by an authorized service provider or by another service provider approved by the Lessor in advance.

8.2 **Vehicle use and notifications:**

8.2.1 During the use of the Vehicle, the Lessee shall be obliged to routinely, on an ongoing basis, check the indicators located on the dashboard, with particular emphasis on the condition of oil in the engine. If any of the elements are found to be critical (usually in red colour), the Lessee shall be obliged to immediately stop the vehicle and contact the Lessor's technical assistance by phone. In case of other non-critical error messages (usually yellow or orange), the Lessee shall immediately contact the Lessor's Technical Support Service by telephone and follow the instructions of the Lessor's representative. In case of violation of the provisions of this clause, the Lessee bears all risk of damage to the Vehicle.

8.2.2 The Lessee shall be obliged to apply the operating manual of the Vehicle and to observe the dates of technical inspection of the Vehicle and deliver the Vehicle for service at service stations indicated by the Lessor, being fully liable for damages of the Lessor resulting from failure to observe these provisions.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

Information on the appropriate service station can be obtained from the Lessor's technical assistance by phone.

### 8.3 Vehicle maintenance and repairs:

- 8.3.1 If necessary, during the rental period, the Lessee shall be responsible for timely delivery of the Vehicle: (i) to a service for regular inspections and maintenance of the Vehicle in accordance with notifications on the Vehicles dashboard, (ii) to a service for repairs, (iii) to a tyre-service for seasonal tyre changes, (iv) to the state mandatory roadworthiness test within the time limits specified by the laws and regulations in force.
- 8.3.2 All inspections, maintenance and repairs of the Vehicle shall be performed at service stations indicated by the Lessor. Non-compliance by the Lessee with this procedure shall result in the Lessor's refusal to cover the costs of the above services.
- 8.3.3 The Lessee shall inform the service provider that the Vehicle belongs to Ayvens fleet before commencement of any works.
- 8.3.4 The scope of inspections, maintenance and repairs of the Vehicle shall be each time agreed between the service station and the Lessor.
- 8.3.5 In the event of the Lessee's failure to perform the obligation to deliver the Vehicle for performance of periodic or other inspections, the Lessee bears all risk of damage to the Vehicle (including, but not limited a risk of loss of warranty and all future repairs resulted from this fact which could normally be included under warranty in case it is valid), as well as the Lessee shall be obliged to pay the costs of the Lessor to perform the inspection of the Vehicle.
- 8.3.6 If the Vehicle needs to be repaired and the estimated time for a repair exceeds 1 (one) working day, the Parties agree to replace the Vehicle with another one, but in case the Vehicle cannot be started/driven, the Lessee shall inform the Lessor about the need for a tow-truck and the Parties agree to replace the Vehicle with another one. However, if in the Lessor's fleet there is no other Vehicle available for the lease, the Contract shall be terminated.

### 8.4 Tyres and tyre change:

- 8.4.1 The Vehicle shall be issued to the Lessee with tyres suitable for driving according to the season of the year. The Lessee shall be entitled to seasonal replacement of the Vehicle tyres or worn-out tyres at the expense of the Lessor. As part of the tyre services, the Lessor provides the organization of seasonal tyre changes including wheel balancing and seasonal storage of tyres.
- 8.4.2 The Lessee must comply with regulation regarding seasonal tyre change and shall be obliged to make seasonal tyre changes at service stations indicated and approved by the Lessor. Before carrying out a tyre change, the Lessee shall contact the Lessor in order to obtain information about the service station to which he should go or use online application form on the Lessor's website.
- 8.4.3 The Lessee's failure to comply with this procedure shall result in charging the Lessee with these costs. The Lessee bears all responsibility for driving with tyres improper for season and related risks (including but not limited to the insurer's refusal to pay insurance compensation in this regard).
- 8.5 If the Lessee has performed the maintenance, check-up and repair work without observing the aforementioned procedure, the Lessor will be entitled at its own discretion to request the Lessee making payment for the maintenance, check-up and repair work of the Vehicle or to compensate the expenses of Lessor for the maintenance, check-up and repair work of the Vehicle.

### 9. VEHICLE'S RETURN

- 9.1 No later than on the last day of validity of the Contract/Rental period or earlier (in case the Lessee are no in need of the Vehicle) the Lessee on its own expense shall return the Vehicle and the documents and appurtenances related to it and delivered in its possession to a location and by the time specified by Lessor. The Lessee confirms that the person who will return the Vehicle shall be considered to be the Lessee's authorized person authorized on behalf of the Lessee to sign all documents related to return of the Vehicle, and the Lessee will recognize those documents as binding. Failure to return the Vehicle shall allow Lessor to repossess it. All costs related to the return of the Vehicle are covered by Lessee. Any extension of the Contract shall be agreed between the Parties in writing.
- 9.2 The Lessee is obliged to agree place, date and time of the Vehicle's return at least 3 (three) business days in advance via e-mail.
- 9.3 The Vehicle must be returned:
- with a set of documents and keys, and Ayvens card (if Ayvens card delivered);
  - with approximately the same fuel / charge level as it was delivered. If the low fuel/charge indicator is active on the instrument panel when returning the Vehicle, the Lessee will be charged a one-time refuelling/charging fee as provided by the Special Terms;
  - clean on the outside and inside and emptied of personal belongings, in particular any documents containing personal data;
  - and have valid state mandatory technical inspection.
- 9.4 The Lessee may return the Vehicle only to an authorized representative of the Lessor. The Lessee may not return the Vehicle to any person whom the Lessee has assumed to be a representative of the Lessor.
- 9.5 The Lessee is obliged to return the Vehicle fully operational for further use, in a condition not deteriorated in relation to the condition as of the date of its delivery, taking into account normal operational wear and tear.
- 9.6 On its return the Vehicle's visual condition and completeness shall be inspected in line with the Lessor's Vehicle restitution guide and stated in the Vehicle delivery and acceptance certificate. Within 20 (twenty) working days after acceptance of the Vehicle (signing of the Vehicle delivery and acceptance certificate), in order to determine whether the Vehicle has any hidden defects not related to normal wear and tear, the Lessor is entitled to perform Vehicle's advanced diagnostics at the service authorized by the manufacturer, another service selected by the Lessor or by the Lessor's authorized expert, and send Vehicle's advanced diagnostics defect deed to the Lessee. The Vehicle's advanced diagnostics defect deed shall be binding for both Parties. The Lessee shall compensate Lessor any expenses and damages beyond normal wear and tear of the Vehicle and/or for any missing parts, including the Lessor's estimated expenses (whether or not the Lessor has paid for these repairs) in accordance with the Vehicle delivery and acceptance certificate, in-depth (advanced) diagnostics report and the Lessor's supplier and partner estimates.
- 9.7 The fact of return of the Vehicle shall be fixed in the Vehicle delivery and acceptance certificate signed by Lessor and Lessee specifying the particular Vehicle and the documents

and appurtenances delivered by Lessee. All the payments specified in the Contract are calculated up to the date of signature of the Vehicle delivery and acceptance certificate.

- 9.8 If the Lessee does not agree with some of the damages specified in the Vehicle delivery and acceptance certificate, the Lessee's representative shall be obliged to make the relevant notes in this document. The Lessee shall be obliged to pay for the damages that are not subject of a dispute. The disputed items shall be negotiated between the Parties, but if the agreement cannot be reached, the dispute shall be referred to the court.
- 9.9 In the event the Lessee has refused to sign the Vehicle delivery and acceptance certificate, the Lessor's representative makes a note to the respective document and signs the certificate unilaterally. Such a document drawn up unilaterally by the Lessor in this way shall be binding and shall form the basis of a settlement between the Parties.
- 9.10 If the Lessee has not participated at the Vehicle delivery at the time determined by the Lessor and notified to the Lessee in advance, and has failed to inform the Lessor in writing on objective and justifying reasons for that, the Lessor is entitled to unilaterally prepare the Vehicle delivery and acceptance certificate, as well as to perform Vehicle's advanced diagnostics (see clause 9.6 of the General Terms), which is binding upon the Parties.
- 9.11 The fact of return and/or condition of the Vehicle may also be recorded electronically using electronic devices and the Lessor's applications. In such case, printouts from the Lessor's applications will be recognised by the Lessee as binding documents.

### 10. DAMAGE TO, LOSS OR THEFT OF VEHICLE

- 10.1 The Lessee undertakes all risks with respect to the Vehicle, including loss, theft, damage or destruction thereof, in the amount of the value of the Vehicle as from the date of receipt of the Vehicle until return thereof to Lessor, except damage due to normal wear and tear.
- 10.2 The Lessee shall be fully responsible for damage of the Vehicle not covered by insurance and for damage, loss or detriment to third persons, as well as bears full responsibility for all possible consequences and risks related to the Vehicle as an object of increased danger. The Lessee hereby guarantees to the Lessor the full and immediate payment of any such amounts paid out by Lessor.
- 10.3 The Parties agree that in case of theft or total or partial damage to the Vehicle, the Lessee shall be obliged to pay insurance deductible for each damage / insurance event caused by reasons attributable to the Lessee or in the absence of the perpetrator of the damage or in the absence of an identifiable person responsible for the damage. The above provisions do not exhaust the Lessee's liability towards the Lessor for the condition of the Vehicle and do not violate the general principles of full liability of the Lessee for the Vehicle in accordance with the provisions of this Contract. The Lessee shall be liable and obligated to pay on behalf of the Lessor, within the period indicated by the Lessor, the equivalent of damage incurred, losses or reduction in the value of the Vehicle (excluding normal wear and tear), arising during the period of lease and which are not covered by an insurance policy or which are covered by an insurance policy, however, the insurance company eventually refused to pay compensation in whole or in part for reasons lying wholly or predominantly on the part of the Lessee.
- 10.4 In case if the Lessor would pay back to the insurance company unduly paid insurance compensation due to fault of the Lessee, the Lessee shall undertake to pay to the Lessor a sum in amount of the unduly paid insurance compensation and shall compensate all damages of the Lessor in that regard.
- 10.5 In case the Vehicle is stolen, otherwise lost, involved and damages in car accident or damaged completely, this Contract shall be terminated in accordance with the procedure provided for in the clause 13.6 of the General Terms.
- 10.6 The Vehicle is considered destroyed, if it has been damaged to the extent that in accordance with the Vehicle CASCO insurance the renewal thereof is not possible or economically justified, but, in the event the Vehicle does not have CASCO insurance coverage, if the renewal repair work expenses of the damaged Vehicle amount to at least 50 (fifty) percent of the market price of the Vehicle.
- 10.7 In case of loss of keys, theft, loss of license plates for the Vehicle or documents, the Lessee shall be charged a direct loss (costs) and additional fee (if any) stipulated in the Price list.
- 10.8 If the Lessee transports animals in the Vehicle, the Lessee shall be fully liable for any damage or destruction occurring that deviates from the standard operation of the Vehicle.
- 10.9 The Vehicle is equipped with four undamaged wheels and a spare wheel without damage or a repair kit for the wheel. In case of damage to any of them, the Lessee shall be obliged to repair, and if it is not possible, to replace the complete wheel corresponding to all parameters of the damaged wheel at his own expense. In case repair / replacement done by the Lessor related costs are subject to re-invoicing in full amount.
- 10.10 In case of theft, damage or destruction of the Vehicle the Lessee shall immediately contact the Lessor's technical assistance by phone and promptly inform Lessor on all the circumstances causing the aforementioned loss. The Lessee does not have the right to consent to the other party's claims.
- 10.11 The Lessee should immediately notify the Lessor of any damage to the Vehicle.
- 10.12 Even in case of a minor damage, the Lessee shall be obliged to draw up a written report and send a photo of the damage.
- 10.13 Any repairs caused by an accident and any substantial repairs must be performed only by an authorized service provider or by a service provider approved by the Lessor in advance. The Lessee is obliged to notify the Lessor prior to commencing any such repair work. All damage to the Vehicle must be repaired as soon as practicable, but no later than prior to the expiry of the Contract.
- 10.14 If, during the use of the Vehicle, the Lessee has not in timely manner reported the damage to the insurance company or Lessor, then the Lessee shall bear all responsibility for defects that was not reported in time.

### 11. VEHICLE'S INSURANCE

- 11.1 The Lessor shall ensure the Vehicles insurance - TPL (Third Party Liability) insurance and Named Perils Motor Own Damage (CASCO) insurance in the territory of the Republic of Lithuania and European Economic Area (EEA).
- 11.2 The Lessee acknowledges that the Vehicle's insurance (TPL (Third Party Liability) insurance and Named Perils Motor Own Damage (CASCO) insurance) by default is valid only in the territory of the Republic of Lithuania and European Economic Area (EEA) and The Vehicle user has the right to enter only countries covered by mentioned insurance, and the Named Perils CASCO insurance does not cover all possible risks and the Lessee is liable for all expenses, damages and losses outside the scope of the Named Perils CASCO insurance.
- 11.3 The pre-condition for obtaining permission to enter countries not indicated in the clause 11.2 of the General Terms (i.e. prohibited countries not covered by insurance) is the prior additional insurance of the Vehicle for this occasion. The amount of the costs of covering the Vehicle with additional insurance shall be determined in full by the insurance company

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

offering such insurance. The cost of additional insurance referred to in this paragraph shall be borne by the Lessee.

- 11.4 If the Vehicle is involved in a traffic accident, is missing, stolen, damaged, destroyed or other insured event has occurred, the Lessee must complete all documents required by law, by Lessor and by the insurance company and no later than on the next working day after occurrence of the accident must forward them to the Lessor. No repair work shall be performed by the Lessee until the insurance company has inspected the damage and agreed to compensate it. The Lessee shall comply with all formalities applicable pursuant to relevant laws, regulations and insurance contracts to ensure receipt of insurance compensation in full. The Lessee shall pay insurance deductible (own risks) indicated in the Special Terms of the Contract and payable under the insurance contract.
- 11.5 The Lessee is obliged to perform all the activities prescribed by the terms of the CASCO insurance policy that are published online at the Lessor's website, and the regulatory enactments on the mandatory third party liability insurance (including, but not limited the Lessee is obliged to foresee and not to admit setting in of such circumstances that might cause refusal or decrease in payment of insurance indemnity).
- 11.6 Compensation for accident or occasion that constitutes insurance event under the insurance contract shall be paid to the Lessor. Receipt of the compensation by the Lessor does not affect the Lessee's obligations under the Contract. If the insurance company pays full compensation for Vehicle the Contract shall terminate and provisions of clause 13.6 of the General Terms shall be applicable.

## 12. LIABILITY OF THE LESSOR

- 12.1 The Lessor shall only be liable for losses or damage incurred by the Lessee or third parties in connection with the Vehicle or its use, if the losses or damage were caused intentionally or by gross negligence on the part of the Lessor. In all other cases the Lessor shall not be liable, and the Lessee shall not make the Lessor liable for such claims.
- 12.2 The Lessor shall not be liable for theft, destruction and loss of usable value of any items transported or left in the Vehicle.
- 12.3 The Lessor bears no responsibility for any deficiencies of the Vehicle arisen during the Vehicle lease period or any type of loss caused by the Lessee in this regard.
- 12.4 The Lessor is not responsible for damage the Lessee may suffer during servicing or repairs of the Vehicle due to restrictions on the use of the Vehicle. The Lessee is not entitled to any compensation or refund for period of the Vehicle's repair.
- 12.5 The Lessor shall not be liable for the Lessee's indirect or accidental loss, including, but not limited to loss of profit.

## 13. DURATION AND TERMINATION OF THE CONTRACT

- 13.1 The Contract comes into effect as at the moment of its signature, i.e. after the Special Terms is signed by representatives of both parties, and remains effective until completion of the obligations of the parties prescribed herein based on the provisions of the regulatory enactments. If the Contract is signed with an electronic signature, then the date of conclusion is considered to be the date of the last electronic signature time-stamp. The General Terms of the Contract shall not be signed and are available to the Lessee at any time on the Lessor's website.
- 13.2 Lessor is entitled to unilaterally withdraw from the Contract and repossess the Vehicle without prior notice for the following reasons:
- in case of handing over the Vehicle by the Lessee for use to third parties who are not the Vehicle users in respect of this Contract,
  - in case of delay in payment of the lease instalment or other charges, fee or payments resulting from this Contract or the Price list lasting more than 30 (thirty) days,
  - if the Vehicle is used in a manner contrary to (in breach of) provision of this Contract,
  - the Lessee fails to maintain the Vehicle according to the Contract,
  - if the Lessee's economic situation deteriorates significantly, which could result in its failure to fulfil his obligations under this Contract, and in particular if:
    - the documents indicate that there are grounds for filing an application for bankruptcy proceedings;
    - the entity authorized to audit financial statements shall issue an unfavorable opinion on the annual financial statements;
    - there are events which may lead to preventing the Lessee from paying his obligations on time.
  - if the Lessee fails to ensure the Lessor use its right to inspect the Vehicle during the term of the Contract,
  - the Lessee has not paid the mandatory fines for violation of traffic rules, parking rules and other mandatory payments to third parties related to the Vehicle within the term prescribed by documents or laws and regulations,
  - Lessee breaches its obligations regarding processing of Personal Data,
  - the Lessee does not fulfil, or fails to adequately fulfil obligations arising from any other agreement concluded with the Lessor and/or any other company in the Lessor's Group,
  - the Lessee breaches any other obligation set forth in this Contract to the extent it constitutes a material breach,
  - if the Vehicle is stolen or otherwise lost, is involved and damages in car accident or is completely damaged (total loss),
  - in case, due to circumstances of Force Majeure, the Lessee are not able to fulfil its obligations under this Contract,
  - insolvency proceedings have been initiated against the Lessee, an application on initiation of the legal protection proceedings against the Lessee has been brought to the court or an application on initiation of the out-of-court legal protection proceedings has been brought to the court and/or the court has adopted a decision on implementation of the out-of-court legal protection proceedings of the Lessee, started termination of the Lessee's activities and liquidation or reorganization. The Lessee shall inform the Lessor on initiation of any of the above proceedings within a period of three days,
  - terminated / stopped commercial activity of the Lessee,
  - if Lessee becomes a Sanctioned Person or is in breach of its representations and undertakings under the section "SANCTIONS AND EMBARGO" of the General Terms or occurred one of the circumstances specified in the section "Sanctions and Embargo", "ABC and Influence Peddling" and/or "AML" of the General Terms.
- 13.3 In cases mentioned in subsections a) to j) of the clause 13.2 above the Lessor will send an e-mail notification to the Lessee to remedy the violations within not less than 7 (seven) days after e-mail notification. In the event of ineffective expiry of the prescribed period, the Lessor shall have the right to terminate the Contract with immediate effect. The

termination of the Agreement takes place upon sending the statement by the Lessor to the Lessee's e-mail address indicated in the Special Terms of this Contract.

- 13.4 In cases mentioned in subsections k) to o) of the clause 13.2 above the Lessor will send an e-mail notification to the Lessee's e-mail address indicated in the Special Terms of this Contract. Such a termination shall have an immediate effect.
- 13.5 The Lessee may unilaterally withdraw from the Contract at any time by giving a written e-mail or phone call notice to the Lessor's Customer Service (contact details available at the Lessor's website), returning the Vehicle to the Lessor and making the payment for the exceeded mileage, repair costs and all other payments agreed in the Contract.
- 13.6 If the Contract is cancelled or terminated before end of the lease period or in any other case where the Vehicle's lease is stopped, Lessee shall, among other obligations, return without delay the leased Vehicle, and pay to Lessor as follows:
- Rental fee for the actual time of the Vehicle use;
  - excess mileage fee, if any, as set forth in the Special Terms and clause 4.7 and 4.8 of the General Terms;
  - repair costs, if any, for bringing the Vehicle to the condition reflecting normal wear and tear considering its age, condition of the Vehicle at its delivery to the Lessee and mileage;
  - VAT charges on payments in accordance with applicable tax regulation;
  - any outstanding mandatory fines for violation of traffic rules, parking rules and other mandatory payments to third parties related to the Vehicle;
  - any other costs, charges, fees or payments resulting from this Contract or the table of the Lessor's charges available on the Lessor's website.
- 13.7 **Automatic extension of the term of the Contract (Rental period).** If on the last day of the Lease Term specified in the Special Terms the Lessee does not return the Vehicle to the Lessor or the Lessor's designated representative, the Agreement is considered to be automatically extended (i.e. without a separate agreement of the Parties) by 1 (one) month on the same terms. Such extensions is allowed an indefinite number of times, provided that the total Rental period of the Vehicle may not exceed 12 (twelve) calendar months from the date of signing of the Vehicle delivery and acceptance certificate (i.e. no automatic extension shall take place after reaching this term and the Vehicle must be returned to the Lessor).

## 14. SANCTIONS AND EMBARGO, ABC AND AML

### 14.1 SANCTIONS AND EMBARGO:

- 14.1.1 Neither the Lessee nor, to the best of its knowledge, any of its director, officer, employee is a Sanctioned Person.
- 14.1.2 The Lessee shall not use, directly or indirectly, the Vehicle made available to it pursuant to the Contract, in any manner that would result in a violation of Sanctions by the Parties.
- 14.1.3 The Lessee warrants that (i) no person will have any legal or beneficial interest in the leased Vehicle and (ii) the use of leased Vehicle made available to it pursuant to this Contract shall not be made in violation of Sanctions.

### 14.2 ABC AND INFLUENCE PEDDLING:

- 14.2.1 "Act of corruption" refers to a voluntary act, committed directly or indirectly through any person such as an intermediary third party, of (a) giving, offering, promising, or (b) asking for or accepting from, anyone (including a public official), for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a deliberate act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage.
- 14.2.2 "Anti-corruption Laws" means the French Legislation "Sapin II" of December 9, 2016 on Transparency and Fight against Corruption, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any applicable Law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Bribery Act 2010 of the United Kingdom, as well as, with respect to any legal entity, any other applicable anti-bribery or anti-corruption laws, in each case as amended from time to time.
- 14.2.3 "Influence peddling" refers to the voluntary act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official), directly or indirectly, any gift, donation, invitation, remuneration or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a public official.
- 14.2.4 **Corruption and influence peddling**  
The Lessee represents and guarantees to the Lessor that, at all times throughout the term of the Contract:
- It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and Influence peddling applicable to the execution of the Contract;
  - Neither the Lessee nor, to its knowledge, any of the persons under its control including its Affiliates and its and its Affiliates' directors, officers and employees ( hereinafter referred to as "Controlled Persons"), nor any agent or intermediary that it may appoint to execute the Contract:
    - has committed an Act of corruption or Influence peddling;
    - is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body due to proven or suspected acts of corruption or Influence peddling;
  - It is aware of the Société Générale code of conduct related to the fight against corruption and Influence peddling;
  - It undertakes, along with any Controlled Person, agent and intermediary (where applicable), to perform its obligations under the Contract:
    - not to breach any Anti-corruption Laws or regulations relating to the fight against corruption, bribery and Influence peddling;
    - to refrain from acting in a manner that would lead the Lessor to breach Anti-corruption Laws and regulations relating to the fight against corruption, bribery and Influence peddling;
    - that it has implemented adequate rules and procedures respectively, as provided for by the applicable regulations and/or adapted according to its size and activity, aimed at preventing all Acts of corruption, bribery and Influence peddling (hereinafter referred to as "Internal Rules");
    - to provide the Lessor, within the limits of Anti-corruption Laws, with documents and information relating to the performance of this Contract for legal or regulatory purposes, or to fulfil the requirements of any legal proceedings;

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

- e) within the limits of Anti-corruption Laws and on the basis of reasonable grounds to suspect that an Act of corruption or Influence peddling has been committed when executing the Contract, to authorise the Lessor to carry out, directly or indirectly through an agent of its choice, during the term of the Contract, and subject to thirty (30) days' notice, an audit of the books, records, and procedures relating to the implementation of the Contract. The Lessee undertakes to provide the necessary assistance in carrying out such an audit;
- f) subject to Anti-corruption Laws, to promptly notify the Lessor of any suspicion of fraud, corruption, bribery, Influence peddling or illicit practices against it in connection with the performance of the Contract.
- (v) It commits (i) to inform the Lessor of any changes that may compromise the effectiveness of its internal rules on the fight against corruption, bribery and Influence peddling and (ii) to remedy any deficiencies in relation thereto upon reasonable request by the Lessor. If the Lessee fails to remedy such deficiencies, the Lessor may at its sole discretion, subject to Anti-corruption Laws and without being liable for any damages, suspend the Contract without notice or compensation for a maximum of 3 months or for the time necessary for the Lessee to take appropriate action, where the shorter term shall be selected without prejudice to the Lessor's other rights under the Contract or to any amounts due to the Lessor under the Contract on the suspension or termination date of the Contract and which remain payable by the Lessee. If, at the end of the maximum duration of the suspension period, the Lessee has not adequately remedied the shortcomings related to the internal rules, then the Lessor may terminate the Contract with immediate effect and without compensation;
- vi) It will indemnify the Lessor and its directors, officers, employees, agents and affiliates for any losses they may suffer as a result of the breach of this clause.
- 14.2.5 **Termination.** The Lessor shall be entitled to terminate the Contract at any time, in writing, by hand delivery or by registered letter with acknowledgement of receipt sent to the Lessee, with immediate effect and without compensation if the Lessee has committed an Act of corruption or Influence peddling, a breach of its obligations under the Contract, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied)
- 14.3 **AML:**
- 14.3.1 **"Anti-Money Laundering Laws"** means any applicable financial recordkeeping and reporting requirements, as well as any other applicable money laundering statutes and any related or similar rules, including rules related to the prevention of the use of the financial system for the purpose of money laundering and terrorism financing, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency.
- 14.3.2 **Anti-money laundering and fight against terrorism financing**  
Each Party hereby represents and warrants to each other (which representations and warranties shall be deemed to be repeated at all times until the termination of the Contract) that its activity and operation are and have been conducted at all time in compliance with Anti-Money Laundering Laws.  
Each Party has instituted, maintains and enforces processes, tools, policies and procedures designed to promote and ensure compliance with Anti-Money Laundering Laws by itself and each of its Controlled Persons. Each Party shall keep record of the Know Your Customer documents for a period of at least five (5) years.  
The Lessee shall transfer to the Lessor any reasonable document the Lessor may request to comply with its Know Your Customer procedure.
- 14.3.3 **Termination.** The Lessor shall be entitled to terminate the Contract at any time, in writing, by hand delivery or by registered letter with acknowledgement of receipt sent to the Lessee, with immediate effect and without compensation if the Lessee has committed a breach of its obligations under the Section 14.3.2, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).
- 15. FUEL / E-CHARGING CREDIT CARD**
- 15.1 The Lessor may give the Lessee a fuel or e-charging credit card issued by supplier selected by the Lessor, if so prescribed by the Special Terms. If the Special Terms provides that the Fuel or e-charging Credit Card is included in the Lessor's services, then following provisions shall be applied for use of the Fuel / e-charging Credit Card:
- a) Refuelling / e-charging location: the fuel and e-charging supplier is selected by the Lessor. Accordingly, the Lessee may use the Fuel Credit Card to purchase fuel only from the fuel supplier that is indicated on the Fuel Credit Card (identical provisions shall be applied to use of e-charging cards);
- b) Pricing principle: the Lessee, based on the invoice issued by the Lessor, compensates to the Lessor all monthly expenses related to payment of the invoices issued by the fuel or e-charging service supplier for the purchases made and services received by the Lessee using the Fuel or e-charging Credit Card, i.e., the Lessor reinvoice the fuel and service or e-charging costs without mark-up;
- c) Types of goods and Restrictions of the use of the Fuel Credit Card: the Lessor may determine the types of goods and services the Lessee may receive using the Fuel Credit Card. By default, the Lessee is granted the right to purchase the following goods and services: fuel, car goods and accessories, car wash; E-charging card shall be used for e-vehicle charging only.
- d) Limits: the Lessor has the right to set the amount that the Fuel or e-charging Credit Card user can spend per day / month;
- e) Modification/Blocking of the rights to use the Fuel or e-charging Credit Card: The Lessor is entitled to unilaterally amend the fuel or e-charging credit card rights assigned to the Lessee, including decrease the limits. Likewise, the Lessee agrees that the issuer of the Fuel or e-charging Credit Card may unilaterally introduce changes to the terms for use of the card, but the Lessor shall be entitled at any time and without a prior notification to block the Fuel or e-charging Credit Card if circumstances occur that entitle the Lessor to unilaterally withdraw from the Contract;
- f) Risks and Liability: In the event of a claim, the Lessee may not raise a claim against the fuel or e-charging service supplier on behalf of the Lessor, but all such claims must be noted to the Lessor at first. At the same time, the Lessor does not warrant and undertakes no responsibility for use of the Fuel or e-charging Credit Cards or servicing thereof, which is ensured by the provider of the fuel or e-charging services. The Lessor is not obliged to reimburse the Lessee for any costs or damage incurred by the Lessee due to failure of the Lessee to use the Fuel or e-charging Credit Card due to the circumstances or problems related to servicing the cards;
- g) Ownership: the Lessor remains the owner of the fuel until the Lessee has paid for it in full;
- h) Purchase Confirmation: The Lessee confirms the purchase of fuel, goods and receipt of services by entering the personal identification number (PIN code) provided to the Lessee by the Lessor together with the fuel credit card at the time of each purchase. Giving the fuel credit card or PIN code to third parties is strictly forbidden. The Lessee is fully responsible for keeping these in its possession and confidential. The Lessee undertakes to inform the Lessor of relevant circumstances without delay. Loss or use by third parties of the card or PIN code and similar cases do not release the Lessee from obligation to compensate corresponding purchases to the Lessor. E-charging shall be deemed to be confirmed by use of the e-charging card at the respective charging station (with or without authentication that depends on the security settings set by the e-charging service provider). The Lessee must ensure the safe usage of a card and timely notification of its loss. The Lessor shall not be responsible for the Lessee's losses related to the loss of a card.
- 16. PERSONAL DATA**
- 16.1 Each Party must ensure compliance with applicable data protection laws at all times during term of this Contract and as long as Personal Data is transferred between the Parties.
- 16.2 This section of the Contract sets out the framework for the transferring and sharing of Personal Data between the Parties as separate Data Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 16.3 The aim of the data sharing initiative is to cooperate in the provision of services to be provided to the Lessee in accordance with the terms of the Contract. The key objectives of the data transferring and sharing between the Parties is car rental services and related services under the Contract including but not limited to reports, KYC, customer relationship, review meetings, and contract, insurance and accident management (the Agreed Objectives).
- 16.4 The Parties agree to only process Shared Personal Data as described in this section of the Contract. In any case, Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Objectives.
- 16.5 The following Data Subjects whose data will be transferred between the Parties will be: the Lessee's employees who will be the Vehicle users, the Lessee's fleet manager (if any), other Parties representatives involved in the Agreement's performance and contractual relations. Due to the fact that the Lessor belongs to the financial institution it may also be required by law to process the Personal Data of the Lessee's CEO, managers, shareholders and ultimate beneficial owners.
- 16.6 The types of Shared Personal Data transferred between the Parties during term of the Contract include but is not limited to: chassis numbers; driver's (employee's) name, surname, position, contact details (email, phone number, address); driver's date of birth, personal code and drivers licence information (needed in case of traffic accidents management); communication data between the Parties' representatives; driver's vehicle's related technical data; information related to accidents, fines and other data related to driving of the vehicle; name, surname, place of residence and date of birth of the Lessee's CEO, shareholders and ultimate beneficial owners, if required.
- 16.7 Special categories of Personal Data will not be shared between the Parties.
- 16.8 Each Party shall ensure that it processes Shared Personal Data fairly and lawfully in accordance with the applicable data protection laws and on the basis of one or more legal ground as per article 6 of the General Data Protection Regulation.
- 16.9 Each Party shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects for them to understand what of their Personal Data are processed, the circumstances in which it will be processed, the purposes for the data processing and the identity of the recipient(s). The Lessee shall properly inform the Data Subject about their Personal Data transfer to the Lessor in respect of this Contract and their Personal Data processing related rights.
- 16.10 Either Party as Data Controller may disclose Personal Data to its Data Processors rendering auxiliary services to Data Controller in relation to development of the service related software and ensuring its functionality, which may involve a limited processing of Personal Data of Data Subjects. All Data Processors of Data Controller must ensure the same level of protection of personal data of Data Subjects, prevent their use for unauthorized purposes, and secure the same conduct from their partners. Data Controller may transfer Personal Data of Data Subject to the state authorities carrying out functions entrusted to them by the law, if Data Controller receives a binding request of such authority, or for the establishment, exercise or defense of legal claims in the lawful interest of Data Controller. Both Parties shall ensure that its employees and subcontractors who/which will process the Shared Personal Data will be bound by written confidentiality obligations.
- 16.11 Personal Data are processed in the territory of the European Union/European Economic Area. It may be necessary in some cases to transmit personal data to the recipients located outside of the territory of the European Union/European Economic Area. Data Controller takes steps to protect Personal Data in such cases and can rely on the adequacy decision of the European Commission, which means that, in view of the European Union, the laws and agreements in that country ensure adequate protection of personal data. In the absence of the adequacy decision of the European Commission, Data Controller or its Data Processor may transfer personal data to a third country or international organization outside of the territory of the European Union/European Economic Area only if the data recipient has provided appropriate safeguards, and on condition that enforceable Data Subject rights and effective legal remedies for Data Subjects are available.
- 16.12 The Parties shall comply and to provide reasonable assistance each other to provide an appropriate reply to Data Subject requests and to respond to any other queries or complaints from Data Subjects or any Data Protection Authority.
- 16.13 The Parties shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreement.  
Notwithstanding the above, the Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.  
Each Party shall ensure that any Shared Personal Data is destroyed upon occurrence of the following circumstances: (i) on expiry of the retention period set up by the relevant Party's privacy policy; (ii) upon request of Data Subject.
- 16.14 The Parties shall only provide Shared Personal Data to each other by using secure methods. Each Party shall be responsible to implement the appropriate and sufficient security as well as technical and organisational measures when processing Shared Personal Data.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

Having regard to the state of technological development, the Parties warrant that they have in place appropriate technical and organisational security measures in order (i) to prevent: unauthorised or unlawful processing of Shared Personal Data; and the accidental loss or destruction of, or damage to, Shared Personal Data; (ii) to ensure a level of security appropriate to: the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of Shared Personal Data to be protected.

It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process Shared Personal Data in accordance with the appropriate technical and organisational security measures together with any other applicable national data protection laws and guidance.

- 16.15 Having considered the applicable national data protection laws and guidance, the Parties have in place their own policy that must be followed in the event of a Data Security Breach.

Parties are under a strict obligation to notify any actual destruction, loss, alteration, unauthorized disclosure of, or access to Shared Personal Data to their respective point of contact as soon as possible and, in any event, within forty-eight (48) hours of identification of destruction, loss, alteration, unauthorized disclosure of, or access to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable national data protection laws. Such notification shall be considered as confidential information.

The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

- 16.16 Each Party (the Indemnifying Party) shall be liable for harm caused to the other Party and shall compensate the other Party for direct damages whether resulting from (i) its failures or breaches of its obligations under this Contract, (ii) fraud or wilful misconduct related to Personal Data processing. Neither Party shall be liable for any indirect damages of the other Party.
- 16.17 The Lessee acknowledges and agrees that providing Personal Data of persons using the Vehicle is a prerequisite for proper provision of services under these this Contract, whereas refusal to provide Personal Data by the person using the Vehicle to the Lessor or a third party acting on behalf of the Lessor in order to perform the provisions of this Contract may constitute a justified basis for refusal to provide services to the Lessee (a person refusing to provide their personal data) by the Lessor or a third party directly providing such service. In some cases, refusal to provide Personal Data may cause losses for the Lessee (for example, in case of insurance event or traffic accident the refusal to provide drivers Personal Data may lead the insurance company to deny the compensation request and losses will be borne by the Lessee).
- 16.18 The Lessor processes Personal Data according to Lessor's Privacy Policy published online at the Lessor's website.
- 16.19 Lessee's representative signing this Contract acknowledges that the Lessor processes his/her personal data according to Lessor's Privacy Policy.

#### 17. GOVERNING LAW AND JURISDICTION OF COURT

- 17.1 This Contract and relationship between the Parties are governed by the regulatory enactments in effect in the Republic of Lithuania (Lithuanian law is the final applicable law).
- 17.2 Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled in the Lithuanian courts according to the jurisdiction of the registered address of Lessor.

#### 18. FORCE MAJEURE

- 18.1 The Parties are not liable for breach of their obligations under this Contract if the breach is due to circumstances of Force Majeure.
- 18.2 The events of Force Majeure are circumstances beyond the control of the Parties which, at the time the Contract was concluded, the Parties could not foresee, that the Parties have not been able to avoid and the effect of which they have not been able to prevent.
- 18.3 In case, due to circumstances of Force Majeure, the Lessee are not able to fulfil its obligations under this Contract, the Lessor shall have a right to terminate this Contract and the Lessee shall, among others, return without delay the leased Vehicle.

#### 19. CONTACT INFORMATION

- 19.1 All correspondence between the Lessee and Lessor within the scope of the Contract is considered delivered to the other Party if delivered in person against signature or by mail or e-mail in accordance with the contact information prescribed in the Contract.
- 19.2 Within 5 (five) business days the Party shall inform the other Party in writing about any changes in its contact information stipulated in the Contract.
- 19.3 The correspondence given by one Party shall be deemed duly delivered to other Party on the 5th (fifth) day as from dispatch thereof, if sent by mail; or if the correspondence is sent by e-mail it shall be deemed delivered as from the moment of dispatch if sent by 17:00 on a business day, or on the next day, if the dispatch has taken place on holiday or on a business day after 17:00. The Lessee covers all extra expenses the Lessor may incur due to failure of the Lessee to inform the Lessor of any changes in its contact information.

#### 20. LESSOR'S RIGHT TO ASSIGN THE RIGHTS UNDER THE CONTRACT

- 20.1 The Lessor may assign and encumber its rights under the Contract, dispose of the Vehicle to third parties, pledge thereof without the Lessee's consent upon immediate notice thereof to the Lessee. Upon such transfer, the Lessee shall make all payments to the transferee. In the event of disposal or pledge of the Vehicle to third parties the Contract remains in effect, and the Lessee is not entitled to unilaterally withdraw from the Contract based on the aforementioned circumstances setting in.
- 20.2 The Lessee may not assign any rights or obligations arising from this Contract.

#### 21. FINAL PROVISIONS

- 21.1 The General Terms and the Special Terms of the Contract form a material and integral part of the Contract. The General Terms shall be applied so far that they do not contradict to the Special Terms.
- 21.2 The Lessor shall have the right to transfer information about the Lease agreement and its contents as well as information about the Lessee to the Lessor's owners and shareholders as well as participants of business group or groups associated with the Lessor, its owners and/or shareholders, third parties which are engaged by the Lessor when implementing this Contract, third parties which apply fines for violation of traffic rules, parking rules upon the Lessee or which declares that they suffered damage from Lessee's usage of the Vehicle without individual consent of the Lessee and without further notification to the Lessee.

- 21.3 The Contract may be supplemented, amended or terminated prior to its expiry. All supplements, amendments to or agreements on the termination of the Contract shall be prepared in writing upon the consent of Lessor and Lessee, which fact is proven by the signatures of the authorised representatives of both Parties.

- 21.4 The Lessor is entitled from time to time to unilaterally amend the General Terms of the Contract, ensuring that all - the current and historical versions of the General Terms of the Contract are available on the Lessor's website. The General Terms in force at the time of concluding the Contract shall apply to the Contract.

- 21.5 For any amendments or modifications of the Contract, or for any other additional services, Lessee should pay Lessor according to Lessor's Price list. Lessor's Price list may be amended without prior consent of the Lessee.

- 21.6 Lessor is entitled to request, and Lessee is obliged within 10 (ten) business days as of such request to hand to Lessor the requested financial data enabling Lessor to analyse Lessee's solvency.

- 21.7 In accordance with Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, the Lessor as a company belonging to the Société Générale Group are bound with the requirements and procedures of the Société Générale Group for the prevention of money laundering and terrorism and proliferation financing, therefore the Parties agree that the Lessor is entitled to unilaterally withdraw from the Contract and request early fulfilment of the Contract obligation, if the Lessee do not provide the true information and documents necessary for the compliance with the requirement of customer due diligence in the amount enabling the Lessor to perform an examination on the merits (including, but not limited to verify ultimate beneficiary owners of the Lessee, transactions performed by the Lessee, commercial and personal activities of the Lessee's ultimate beneficiary owners, source of funds and wealth). Failure to provide the information and documents necessary for the customer due diligence shall be considered a material breach of the Contract (see subsection j) of the clause 13.2 of the General Terms).

- 21.8 Invalidity of certain provisions of the Contract shall not have an effect on the validity of the remaining provisions. The Parties agree to replace the invalid provisions of the Contract with new ones, which have been prepared with a similar meaning and purpose considering the meaning and economic implications of the previous provisions, within a period of 30 (thirty) calendar days, but in case failure to agree on the new provision the Parties shall apply the laws and regulations in force in the Republic of Lithuania.

- 21.9 The Contract is prepared in the English language, in two equal counterparts of equal legal effect, and approved by the signatures of Lessor and Lessee. One counterpart of the Contract is given to Lessee, and one to Lessor. In case the Contract is signed digitally the Parties signs the Contract with an electronic signature and exchange the signed Contract via e-mail or services of trusted service provider.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE