

ALD Automotive UAB**Operating Lease Terms**

Lessor leases the Vehicle in accordance with the Special Terms, the General Terms set out below (hereinafter jointly referred to as the Contract) and the regulatory enactments of the Republic of Lithuania.

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. Usage of the Vehicle**

1.1 The Vehicle is the property of Lessor. 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. Lessee undertakes full responsibility for the condition of the Vehicle during the entire period of lease, and for return thereof to Lessor in the condition of its delivery to 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.

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

1.3 Together with the documents for use of the Vehicle, the following is issued to Lessee and is binding on it:

- a) vehicle restitution guide;
- b) the User's Manual.

1.4 The Vehicle must not be used:

- a) for driving which may reduce Vehicle's value more than normal driving;
- b) for driving lessons or rendering of courier services without Lessor's prior written consent;
- c) for commercial towing of a caravan, trailer or other such object;
- d) for racing or other competition of any kind;
- e) outside the European Economic Area (EEA) without Lessor's prior written consent;
- f) for hiring, subleasing or passenger commercial service of any kind or any other type of services;
- g) for illegitimate activities of any type.

1.5 No changes to the outer appearance or the interior of the Vehicle shall be made, no signs or advertisements may be placed on the Vehicle and its paintwork may not be altered without Lessor's prior written consent. When returning the Vehicle to the Lessor, the Lessee ensures that all the Lessee's signs, stickers and advertisements have been removed from the Vehicle. If after removing signs, stickers and / or advertisements it is necessary to make repairs to the Vehicle's body (e.g. polishing, painting, etc.), then the Lessee shall cover all such repairs, including the Lessor's estimated expenses (whether or not the Lessor has paid for these repairs) in accordance with the Vehicle initial survey deed, in-depth (advanced) diagnostics report and Lessor's supplier and partner estimates.

1.6 The Lessee may install non-factory accessories in the Vehicle only upon prior written consent of the Lessor. Prior to returning the Vehicle to Lessor Lessee shall remove accessories installed by it, unless otherwise agreed by the Parties. If the accessories are not removed by Lessee, Lessor may remove them. The accessories removed by Lessor shall be regarded as derelict property. The costs of repair of damage caused by installation or removal of such accessories by Lessor shall be covered by Lessee.

1.7 Within a term stipulated by law or any other binding documents the Lessee shall pay all mandatory fines, including, but not limited to violation of traffic rules, parking rules and other mandatory payments to third parties related to the Vehicle. 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 Lessor's current pricelist that is available on the Lessor's web page www.ayvens.lt.

For the sake of clarity, unless there has been gross negligence on the part of the Lessor, the Parties hereby agree that under no circumstances shall the Lessor be obliged to appeal against any fine or other payment imposed by the state authority, the municipality or any other third party while the Vehicle was in the possession of the Lessee, and in case the Lessee deems it necessary to appeal, the Lessee shall do so at its own efforts and resources. If this is the case, the Lessor will provide a power of attorney, however the Lessee shall take the full responsibility for its actions and shall indemnify and hold harmless the Lessor against any damages, losses, and expenses.

2. Lease Payment

2.1 Invoicing:

- a) The Lessee shall pay to the Lessor regular monthly Lease Payments for the current 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 invoice, unless stated otherwise in Special Terms of the Contract or respective invoice;

b) The Lessee will be invoiced from the day the Vehicle is delivered to Lessee or it's dedicated driver confirmed by the signed delivery - acceptance deed, i.e., in case the Contract is signed before the Vehicle delivery the Lease Payment shall be calculated from the date of the delivery;

c) One invoice will be produced for all 'normal' monthly leasing instalments on the monthly basis and additional invoices may be issued for specific extra costs;

d) Invoices will be issued electronically via the Lessor's e-invoicing solution by e-mail;

e) Any specific requests for the Lessor's invoices must be communicated to the Lessor in timely manner and mutually agreed, i.e., the Lessor reserves the right to leave without attention the Lessee's inquiries that requires retroactive implementation and reject if implementation requires the manual work each time an invoice is issued and cannot be automated in the Lessor's systems;

f) Uploading of the Lessor's invoices to the Lessee's or third-party (external) systems:

i. Uploading of invoices to an external system shall be binding to the Lessor only if the parties have entered into a separate written agreement on that.

ii. The Lessee must provide the Lessor's employees with an exhaustive and free of charge training for the invoices uploading into an external system. If training is not provided, the agreement on uploading invoices to such a system shall not be binding to the Lessor.

iii. The Lessor may apply a fee for the uploading of its invoices to an external system, but, in case the Lessor need to implement/adapt some e-solution in order to upload its invoices into such a system, the Lessee shall cover implementation/adaptation costs.

iv. Nevertheless, the Lessor shall be entitled to send invoices via the Lessor's e-invoicing solution by e-mail and the Lessee shall be obliged to accept and process such invoices if an external system is not working on the day the Lessor initiate the upload of its invoices, i.e., the Lessor shall not be obliged to postpone invoicing or payment deadline, re-upload or take any actions to remedy incidents and errors of an external system, including, but not limited, the Lessor's employees are not obliged to attend the incident response meetings.

2.2 The Contract is made, the Lease Payment and its monthly payments are calculated in consideration that the Contract is in force throughout the lease term originally agreed in the Contract. In case of early termination of the Contract (including Sections 9.1 and 9.2 of the General Terms), the Lease Payment for the last month when the Contract is in force shall be determined as the highest of the following amounts: (i) the originally established monthly Lease Payment plus 30% of the remaining Lease Payments from the period, when the Vehicle is returned to the Lessor, till the ending date of the lease period originally agreed upon in the Contract, or (ii) the originally established monthly Lease Payment plus the sum equal to 3 monthly Lease Payments.

2.3 If the Vehicle has not been leased for a full calendar month, the payable Lease Payment is made of the proportion between the lease period in the particular month prescribed in the Contract and the number of full days in the particular month.

2.4 If the Special Terms state "included", the Lease Payment includes:

- a) the mileage for the entire leasing period stipulated in the Contract;
- b) regular compulsory maintenance in Lithuania according to the Vehicle service manual, provided that: (i) in case carried out abroad then the Lessee bears costs in part that exceed local costs and (ii) the maintenance of the additional (non-OEM) equipment are not covered by the Lessor's service and costs and shall be covered by the Lessee in full;
- c) technical repairs due to normal wear and tear in Lithuania, provided that: (i) in case carried out abroad then the Lessee bears costs in part that exceed local costs and (ii) the repairs of the additional (non-OEM) equipment are not covered by the Lessor's service and costs and shall be covered by the Lessee in full;
- d) 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);
- e) change and storage of seasonal tires (at Lessor's choice), provided that a damaged tire change / repair costs are not included and shall be done at expense of the Lessee;
- f) fees for initial registration and mandatory technical inspection;
- g) insurance payments for the Vehicle;
- h) all taxes and fees stipulated by the law related to the contract and the Vehicle. VAT shall be charged additionally according to the regulatory enactments. If VAT or any other taxes or fees (see above sub-paragraph h)) are changed or new taxes and/or fees are introduced during the Contract period, the Lessor will be entitled to change the amount of the Lease Payment accordingly.

2.5 Unless the Special Terms provide otherwise, the Lease Payment DOES NOT INCLUDE:

- a) Fuel, AdBlue and other technical liquids, charging, windscreen washer fluid and car products;
- b) cleaning and waxing;
- c) installation, removal and fixing of accessories specified in Section 1.6 of the General Terms;
- d) 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;
- e) penalties and fines;
- f) insurance deductible (own risk);
- g) any other costs and expenses caused as a result of the activities of Lessee with respect to undue performance of the Contract;
- h) additional Lessor's cost incurred due to new or amended laws, rules or regulations, as well as change of VAT or any other taxes or fees or due to new taxes and fees introduced after conclusion of the Contract;
- i) motorway tolls and charges (if applicable). The Lessee is responsible to check if such tolls and / or charges are applicable and cover these costs on its own.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

- 2.6 Expenses payable by the Lessee but paid by the Lessor shall be reimbursed 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.
- 2.7 All payments payable by the Lessee to the Lessor shall be transferred to the bank account of the Lessor according to the Lessor's invoices. Any bank service fees and other payments applied by the bank for making settlements are covered by the Lessee.
- 2.8 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 Lessor's current account, shall be covered by Lessee.
- 2.9 In case the Lessee delays any of the payments prescribed by the Contract the Lessor will be entitled to use all the Lessee's payments for covering the claims as follows:
- late interest;
 - any other payments to be made in favour of Lessor, save the Lease Payment;
 - Lease Payment.
 - contractual penalties.
- 2.10 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.
- 2.11 The Lessee acknowledges and agrees that the Lease Payments are calculated in consideration that the Lessee will hold the Contract for entire lease term and early termination of the Contract will cause the Lessor's losses related to insufficient depreciation of the Vehicle's value, therefore the Lessor is entitled to claim and the Lessee agree to pay the Lease Payment recalculated in accordance with Clause 2.2 and 16.4 of the General Terms, as well as to pay Lease Payments for entire term of 18 (eighteen) months, in the case specified in Clause 16.5 of the General Terms.
- 2.12 In situations of abnormally high inflation, the Lessor reserve the right to review and modify the monthly Lease Payment relating to the operating costs of the Services set out in the Special Terms and INCLUDED in the Contract that are directly impacted by inflation (specifically the periodic services, technical repairs, tires, tires change and storage, replacement vehicle, 24h road assistance and door to door service). Abnormally high inflation is defined as inflation index higher by 8% or more on an annual basis, compared to the previous year. Any modification is subject to previous written notification of the Lessor to the Lessee and the modification should be capped by indices' variation as provided by the State Data Agency of the Republic of Lithuania, and should come into effect within 30 calendar days after the Lessor's notification date. Should there be any modification due to the abnormally high inflation it can only apply after 18 months lapsed of the date of delivery of the Vehicle to the Lessee.
- 3. Operation, Service and Repair of the Vehicle**
- 3.1 The Vehicle's equipment and condition:
- 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; only normal tear and wear will be accepted as per the Lessor's Vehicle restitution guide;
 - If, during the term of the Contract, the existing laws/regulation are amended or new introduced that require a new or different mandatory equipment of the Vehicle, the costs of such equipment shall not be deemed to be included in the Lease Payment and must be covered by the Lessee, as the Lessor could not have foreseen such costs at the time the Contract was concluded;
 - The Lessee shall ensure that the Vehicle meets all statutory requirements throughout all term of the Contract. It is the Lessee's (its drivers) responsibility to check that the Vehicle meets common criteria of roadworthiness that is must to know in order to pass the driving test to obtain the driver's licence, i.e., like a valid MOT, appropriate tires and condition, working head/tail/break lights and turn indicators (the list is not exhaustive). The Lessor bears no responsibility for non-compliance to these criteria unless there has been gross negligence on the part of the Lessor.
- 3.2 The Vehicle's use and warning notifications:
- 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 and coolant temperature. If any of the elements are found to be critical (usually notification in red colour), the Lessee shall be obliged to immediately stop the Vehicle and contact the Lessor's technical support service 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 phone and follow the instructions of the Lessor's representative. In case of violation of the provisions of this clause, the Lessee bears all risk and responsibility of damages caused to the Vehicle;
 - 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 the failure to observe these provisions. Information on the appropriate service station can be obtained from the Lessor's technical assistance by phone;
- c) The Lessee shall be liable for all defects and the cost of repairs which, according to the service report, are caused by the Vehicle usage habits of the Lessee (its dedicated driver), such as but not limited to: (i) a dead battery or seized breaks due to not using (driving) the Vehicle for a prolonged time, (ii) excessive wear of the traction tyres within a short period and mileage (within one season). The Lessor bears no responsibility for such and similar defects and any losses of the Lessee and reserves the right to request the Lessee to cover such costs.
- 3.3 The Vehicle's maintenance and repair's:
- During the rental period, the Lessee shall be responsible for the 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 as well as requested by the Lessor's technical specialists, (ii) to a service for repairs, (iii) to the state mandatory roadworthiness test within the time limits specified by the laws and regulations in force, except where the door-to-door is service included in the Contract;
 - For Contracts with **INCLUDED** all periodic services according to the Vehicle's Service Manual, Technical repairs and parts due to normal tear and wear:
 - All inspections, maintenance and repairs of the Vehicle shall be performed by an authorized service provider or by another service provider approved by the Lessor in advance, i.e., the Lessor reserves the right to choose the service provider;
 - The Lessee shall inform the service provider that the Vehicle belongs to the Lessor's fleet and show to the service provider the client card (plastic card or electronic format) issued by the Lessor before commencement of any works.
 - The scope of inspections, maintenance and repairs of the Vehicle shall be each time agreed between the service station and the Lessor, i.e., the Lessee or its dedicated is not entitled to approve maintenance and repairs on its own;
 - If the Lessee has performed the maintenance, check-up (inspection) and repair work without observing the aforementioned procedure, the Lessor will be entitled to refuse cover the costs of services and 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;
 - For Contracts where above listed services are **NOT INCLUDED**:
 - All inspections, maintenance and repairs of the Vehicle shall be performed at authorized service stations in order to maintain the Vehicles guarantee;
 - The Lessee bears all costs related to the Vehicles periodic services and all technical repairs and parts;
 - Upon the Vehicle's return (at the end of the Contract) the Lessee is obliged to compensate the cost of the next scheduled regular technical maintenance in full in case it is due within mileage of 3000 km or less, or the next service interval is after one month. If the next regular technical maintenance is due after more than 3000 km, Lessor is eligible to be partly compensated proportionally to the driven mileage which is calculated from the recorded mileage at the last regular technical maintenance and based on the vehicle's manufacturer's or its representing dealers' maintenance cost calculation principles;
- d) **General responsibility of the Lessee:**
- In the event of the Lessee's failure to perform the obligation to deliver the Vehicle for performance of periodic or other inspections and repairs, 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.
 - Purchases of spare parts and services not covered by the Contract shall be at the expense of the Lessee.
 - The Lessee shall ensure that all maintenance works are duly recorded in the Vehicle's service book.
 - 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, in particular, if the Vehicle is insured by the Lessee, all repairs must be done before the Vehicle return to the Lessor.
 - In case of theft, damage or destruction of the Vehicle Lessee shall promptly inform the Lessor on all the circumstances causing the aforementioned loss.
 - 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. 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 (i.e. the Lessee is not entitled to any compensation or refund for period of the Vehicle's repair). Nevertheless, the Lessor will arrange the Vehicle's repairs in case of its breakdown/defects and provide a replacement vehicle if the Vehicle's repairs take more than 1 (one) business day (make, model, colour and other characteristics of the delivered replacement vehicle depend on availability at the Lessor's stock).
- 3.4 Tyres and tyre change:
- For Contracts with **INCLUDED** tires, tire change and storage service:
 - The Vehicle shall be issued to the Lessee with tyres suitable for driving according to the season of the year;

(Name, surname, signature, date)
LESSOR

(Name, surname, signature, date)
LESSEE

- (ii) The Lessee shall be entitled to seasonal replacement of the Vehicle tyres or worn-out tyres at the expense of the Lessor;
- (iii) As part of the tyre services, the Lessor provides the management of seasonal tyre changes including wheel balancing and seasonal storage of tyres. However, the Lessee shall be responsible for timely delivery of the Vehicle to a tyre-service for seasonal tyre changes, except where the door-to-door service is included in the Contract;
- (iv) 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;
- (v) The Lessee's failure to comply with this procedure shall result in charging the Lessee with these costs;
- (vi) The repair and/or change of damaged tires are not included and shall be done at the expense of the Lessee. Nevertheless, the Lessor will provide its assistance to manage repairs and/or tire change;
- b) For Contracts where above listed tyre services are **NOT INCLUDED**: the Lessee shall bear all costs and responsibility for tyres;
- c) **General responsibility of the Lessee:** 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).
- 3.5 The Replacement vehicle:
- a) In case the repair or service of the Vehicle takes more than 1 (one) business day, the Replacement vehicle shall be provided for agreed period free of charge if such a service INCLUDED in the Contract or for additional cost if NOT INCLUDED.
- b) To order the Replacement vehicle the Lessee must contact the Lessor. The Lessor will provide the Application for the Replacement vehicle that must be filled in and signed by the Lessee's authorized representative.
- c) The Lessor is entitled to provide the Replacement vehicle by sub-renting it from the Lessor's partner if no available Replacement vehicles at the Lessor's stock. In such case additional documents might be needed to sign with the Lessor's partner and the Lessee shall comply also with provisions with such additional documents.
- d) The Lessor will provide the Replacement vehicle from its own fleet. However, the Lessor reserves the right to use services of its partners in case there is no available vehicles in the Lessor's fleet and in such a case the Lessee must comply with terms and conditions set by the Lessor's partner. Neither the Lessee, nor its dedicated driver can choose the Replacement vehicle or its provider on its own at the cost of the Lessor.
- e) The Replacement vehicle shall correspond to the vehicle segment as agreed in the Contract or in the Contract offer provided by the Lessor. The make, model colour and other characteristics of the Replacement vehicle shall depend on the availability at the Lessor's stock and the Lessor does not guarantee a specific vehicle, make, model colour, etc., for example, an electric vehicle to be replaced by another EV only if the Lessor has an electronic vehicle available in its fleet.
- f) The Replacement vehicle's delivery and acceptance certificate shall state the Replacement Vehicle and its condition in details.
- g) Time of use and calculation of the fee for use of the Replacement vehicle (if applicable):
- (i) The expected time of use shall be indicated in the Application for the Replacement vehicle;
- (ii) The fee for the Replacement vehicle (if applicable) shall be calculated for the actual period of use until the Replacement vehicle is returned to the Lessor.
- h) Delivery. The Lessee may choose one of the following delivery options;
- (i) Standard delivery free of charge – the Lessee's dedicated driver collects the Replacement vehicle at location indicated in the Application for the Replacement vehicle; or
- (ii) Delivery to an address indicated by the Lessee (the service available in Riga city only). An additional charge as indicated in the Application for the Replacement vehicle applies for this delivery service, unless such a service is included in the Contract.
- i) Allowed Mileage limit and Excess mileage fee: the same terms and conditions as agreed in the Contract for the leased Vehicle shall be applied to the Lessee. The Excess mileage will be calculated pro rata based on the Contract mileage.
- j) The insurance of the Replacement vehicle:
- (i) The Lessor covers costs of TPL (Third Party Liability) insurance and Named Perils CASCO (Motor Own Damage) insurance;
- (ii) The insurance general terms and conditions are regulated by an insurance company chosen by the Lessor or in line with the Lessor's partner's insurance, if the Replacement vehicle provided from the Lessor's partner's stock;
- (iii) CASCO insurance deductible to be covered by the Lessee shall be indicated in the Application for the Replacement vehicle or is in line with the Lessor's partner's insurance (if the Replacement vehicle provided from the Lessor's partner's stock), i.e., in case of the Lessor's partner's vehicle, deductibles might be different and the Lessee bears responsibility to cover those;
- (iv) The Lessee bears the same responsibility over the Replacement vehicle as for the Vehicle leased under the Contract.
- k) The return of the Replacement vehicle:
- (i) The replacement Vehicle must be returned upon occurrence of any of the following conditions: 1) as soon as the purpose for the replacement Vehicle provision ceases to exist, 2) the Contract under which the replacement Vehicle is provided is terminated, or 3) at the request of the Lessor. In case the Lessee does not return the Replacement vehicle on the next day following the occurrence of above indicated conditions, the fee for the use of the Replacement vehicle as indicated in the Application for the Replacement vehicle shall be applicable despite the unlimited Replacement vehicle option is included in the Contract.
- (ii) The Lessee shall return the Replacement vehicle to the Lessor's partner which provided the Replacement vehicle or may request its pickup service (Riga city only) for an additional charge as indicated in the Application for the Replacement vehicle, unless such a service is included in the Contract.
- (iii) The Replacement vehicle must be returned with approximately the same fuel / charge level as it was delivered. If the low fuel / charge indicator is active on the dashboard when returning the Vehicle, the Lessee will be charged a one-time refuelling/charging fee as indicated in the Application for the Replacement vehicle.
- l) The Lessee shall and undertakes to bear the ordinary costs of maintenance and operation of the replacement Vehicle during its use, in particular the costs of:
- (i) fuel / electricity / AdBlue used during the use of the Vehicle,
- (ii) purchase of windscreen washer fluid, other technical liquids and car products,
- (iii) washing, waxing and polishing the Vehicle,
- (iv) interior cleaning,
- (v) parking, parking lots and garages for the Vehicle,
- (vi) installation, removal and fixing of accessories,
- (vii) 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,
- (viii) penalties and fines,
- (ix) insurance deductible (own risks) and damage of the Vehicle not covered by insurance,
- (x) repair and/or change of damaged tyres,
- (xi) any other costs and expenses caused as a result of the activities of Lessee with respect to undue performance of the Contract.
- 4. Insurance and Damage**
- 4.1 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: (i) damage due to normal wear and tear, (ii) the Vehicle's failures covered by the manufacturer's warranty for which the Lessee has made a timely claim to the Lessor, or (iii) loss, theft, damage, destruction of the Vehicle for which the Lessee has made a timely insurance claim (informed the Lessor) and which is covered by the insurance in full.
- 4.2 Unless otherwise agreed, Lessor shall ensure mandatory third-party liability insurance and voluntary insurance against damage and theft (CASCO). Lessor shall pay insurance payments unless otherwise agreed in the Contract. The insurance premium shall be fixed for twelve months. After this period Lessor has the right to adjust the premium. The Lessor shall have the right to adjust the premium of CASCO insurance and accordingly also the Lease Payment, in case due to installation of additional, non-factory accessories, Lessee's signs, stickers and advertisements it is necessary to increase coverage of CASCO insurance. If, due to the high rate of damage in the Lessee's fleet leased from the Lessor, the insurance company applies the increased TPL and / or CASCO premiums for the Vehicle, the Lessor reserves the right to charge these additional insurance costs to the Lessee on pro-rata basis and the Lessee undertakes to pay such costs in full or, upon mutual agreement of the Parties, an addendum to the Contract may be signed to exclude TPL and / or CASCO insurance from the Contract and transfer the obligation to maintain valid TPL and / or CASCO insurance to the Lessee.
- 4.3 In case the Contract does not include mandatory third-party liability insurance and/or voluntary insurance against damage and theft (CASCO), the Vehicle must be insured by the Lessee, the insurance must be valid at all times during the lease period or until return of the Vehicle to Lessor pursuant to Section 10 of the General Terms, whichever takes place later, and during the first-year the insurance must meet value of a new vehicle (otherwise, the Lessee shall bear all responsibility for the Lessor's loss). The Lessee shall ensure that insurance policy is issued by reputable insurance company (i.e. Credit Rating (IFS) of minimum A- Standard & Poor's or equivalent with an internationally recognized credit rating agency at the time the insurance contract is engaged) and registered in EU, and contains rule that insurance compensation is payable to the Lessor. The Lessee shall, within 5 business days from entering into the Contract, submit a copy of the insurance policy to the Lessor. Should the terms and conditions of the insurance contract submitted to the Lessor not meet the requirements of the Lessor or the mandatory third-party liability insurance and/or CASCO insurance is not made at all, including the Lessee fails to submit a copy of the mandatory third-party liability insurance and/or CASCO insurance policy to the Lessor, the Lessor at his choice has the right with immediate effect to terminate the Contract and retrieve the Vehicle or insure the Vehicle itself and demand full reimbursement of all related costs from the Lessee.
- In case the Parties have agreed that CASCO insurance is not required or the Lessee has not fulfilled the obligation to provide a copy of CASCO insurance policy, then the Lessee bears all risk 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.
- In case the Lessee has not fulfilled the obligation to manage mandatory third-party liability insurance, then the Lessee assumes all risk and losses caused to the Lessor and / or third parties.

(Name, surname, signature, date)
LESSOR

(Name, surname, signature, date)
LESSEE

4.4 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 Lessor. No repair work shall be performed by Lessee until the insurance company has inspected the damage and agreed to compensate it. Lessee shall comply with all formalities applicable pursuant to relevant laws, regulations and insurance contracts to ensure receipt of insurance compensation in full. Lessee shall pay franchise (own risk) payable under the insurance contract.

If the Special Terms of the Contract "Cost and Services" does not include "Accident management", the Lessee on its own shall ensure and bears responsibility that the insurance company is notified of the insured event in timely and proper manner, and in accordance with relevant insurance terms and regulations, as well as sent a written notice to the Lessor no later than the next business day and provide all information requested by the Lessor.

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.

The Lessee is obliged to perform all the activities prescribed by the terms of the CASCO insurance policy that are published online at www.ayvens.it and MyAyvens for Drivers Self-Service Portal, and the regulatory enactments on the mandatory third-party liability insurance. Including, 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.

4.5 The Vehicle is considered destroyed, if it has been damaged to the extent that in accordance with the Vehicle CASCO insurance 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.

4.6 In case the Vehicle is lost, stolen or damaged to such extent that the insurance company agrees to compensate its full value this Contract terminates one week after the insurance company has made the relevant decision. If the Vehicle has been insured by the Lessee under the clause 4.3 of the General Terms and the compensation paid by the insurance company is less than the Vehicle's value in Lessor's accounting, Lessee is obliged to compensate the loss in the amount of the difference between the compensation of the insurance company and Vehicle's value in Lessor's accounting.

4.7 The Lessee bears the risk to pay for agreed Lease Payments even when the Vehicle is destroyed (till this Contract is terminated according the Clause 4.6 of this Contract) or damaged. 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 and the Lessee is not entitled to any compensation or refund for period of the Vehicle's repair.

4.8 Compensation for accident that constitutes insurance event under the insurance contract shall be paid to Lessor. Receipt of the compensation by Lessor does not affect Lessee's obligations under the Contract. If the insurance company pays full compensation for Vehicle the Contract shall terminate and provisions of Section 9.3 of the General Terms (excluding Section 2.2., 16.4 and Subsection "c" of Section 9.3 of the General Terms) shall be applicable.

4.9 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. Lessee hereby guarantees to Lessor the full and immediate payment of any such amounts paid out by Lessor.

4.10 In case if Lessor would pay back to the insurance company unduly paid insurance compensation due to fault of Lessee, Lessee shall undertake to pay to Lessor a sum in amount of the unduly paid insurance compensation and shall compensate all damages of Lessor in that regard.

5. Fuel / e-charging Credit Card

5.1 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 spent 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.

6. Contact Information

- 6.1 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.
- 6.2 Within 5 business days Party shall inform the other Party in writing about any changes in its contact information stipulated in the Contract.
- 6.3 The correspondence given by Party shall be deemed duly delivered 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.

7. Late Penalty and Collection Charges

- 7.1 If the Lessee fails to pay monthly Lease Payment or any other payment under this Contract, the 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.
- 7.2 If the Lessee has failed to return the Vehicle through his own fault, Lessee shall pay a contractual penalty of EUR 100 (one hundred euros) per each day of delay.
- 7.3 The Lessee compensates damages incurred by the Lessor that have accrued due to the unlawful conduct or unjustified actions of the Lessee as well as the legal fees paid by the 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 the Lessor for protection of its interests.

8. Excess Mileage

If the agreed average monthly mileage of the Vehicle exceeds 20% (twenty percent) or more then Lessor is entitled to charge a fee for the excess mileage separately during the Lease period or upon agreement of Parties, to amend the Contract to increase monthly mileage. If the average monthly mileage is exceeded by less than 20%, the extra amount shall be settled as a part of the final payment.

The Allowed mileage during the rental period (km) and the Calculated mileage per year/month (km) set out in the Special Terms are calculated in consideration that the Contract is in force for the entire rental period agreed in the Contract. In the event of early termination of the Contract, these items will be automatically recalculated on a pro-rata basis, taking into account the actual duration of the Contract and the mileage of the Vehicle at the time of its return. The values resulting from the recalculation will be used to calculate the Excess Mileage.

9. Termination of the Contract before expiration of term

- 9.1 The Lessee may unilaterally withdraw from the Contract prior to its expiry by giving a written notice to the Lessor thereon 30 (thirty) days in advance, returning the Vehicle to the Lessor, making the recalculated Lease Payment (Section 2.2 of the General Terms), making the payment for the exceeded mileage, repair costs and all other payments agreed in the Contract.
- 9.2 The Lessor is entitled to unilaterally withdraw from the Contract and repossess the Vehicle without prior notice for the following reasons:
 - a) the Lessee fails to pay the Lease Payment or any other payment under this Contract for one month and 30 days have passed from the payment due date;
 - b) 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

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

- 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;
- c) the Lessee fails to maintain the Vehicle according to the Contract, uses it in breach of Section 1 of the General Terms, fails to make insurance payments or breaches any other obligation set forth in this Contract to the extent it constitutes a material breach;
 - d) 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;
 - e) the Lessee breaches its obligations under Personal data protection clauses (cf. Section 13 of the General Terms);
 - f) Terminated / stopped commercial activity of the Lessee.
 - g) Occurred one of the circumstances specified in the section "Sanctions and Embargo", "ABC and Influence Peddling", "AML" and/or "Environmental, Social & Governance" of the General Terms;
 - h) The Lessee does not fulfil or fails to adequately fulfil any obligations to the Lessor and/or any other company in the Lessor's Group;
 - i) The Lessee fails to comply with obligation to maintain the mandatory third-party liability insurance and/or voluntary insurance against damage and theft (CASCO) insurance.
- 9.3 If the Contract is cancelled or terminated before end of the lease period, the Lessee shall pay to Lessor as follows:
- a) Lease Payments recalculated according to Section 2 hereof;
 - b) excess mileage fee, if any, as set forth in the Special Terms and Section 8 of the General Terms;
 - c) repair costs, if any, for bringing the Vehicle to the condition reflecting normal wear and tear considering its age and mileage;
 - d) VAT charged on payments in Sub-sections 9.3(a)–9.3(c) above;
 - e) any outstanding mandatory fines for violation of traffic rules, parking rules and other mandatory payments to third parties related to the Vehicle.
- 9.4 If the Vehicle breaks down without the Lessee's fault and the repair is not covered by the Vehicle Warranty and is not economically viable (e.g. the engine needs to be replaced), the Lessor is entitled to replace the Vehicle with other vehicle from the same class (if the Lessor finds it possible) or the Lessor reserves the right to unilaterally terminate the Contract and collect the Vehicle. If the Contract is terminated in accordance with this clause, the subclause a) of the Clause 9.3 shall not apply.
- 10. Returning the Vehicle**
- 10.1 No later than on the last day of validity of the Contract 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.
- 10.2 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 initial survey deed. Within 20 (twenty) working days after acceptance of the Vehicle (signing of the Vehicle initial survey deed), 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. 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 initial survey deed, in-depth (advanced) diagnostics report and Lessor's supplier and partner estimates.
- 10.3 If the Lease Payment does not include the cost of regular technical maintenance, Lessee is obliged to compensate the cost of the next scheduled regular technical maintenance in full in case it is due within mileage of 3000 km or less. If the next regular technical maintenance is due after more than 3000 km, Lessor is eligible to be partly compensated proportionally to the driven mileage which is calculated from the recorded mileage at the last regular technical maintenance and based on the vehicle's manufacturer's or its representing dealers' maintenance cost calculation principles.
- 10.4 The fact of return of the Vehicle shall be fixed in the Agreement of Vehicle delivery and acceptance 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 Agreement of Vehicle delivery and acceptance.
- 10.5 In the event Lessee has refused to sign the Agreement of Vehicle delivery and acceptance or the Vehicle survey deed, Lessee is obliged to make notes to the respective documents. Regardless of the Lessee's actions, the Lessor is entitled to unilaterally prepare and sign the Agreement of Vehicle delivery and acceptance or the Vehicle survey deed, which is binding upon the Parties.
- 10.6 If Lessee has not participated at the Vehicle survey at the time determined by Lessor and notified to Lessee in advance, and has failed to inform Lessor in writing on objective and justifying reasons for that, the Lessor is entitled to unilaterally prepare the Vehicle initial survey deed, as well as to perform Vehicle's advanced diagnostics (Section 10.2 of the General Terms), which is binding upon the Parties.
- 10.7 The return of the Vehicle (initial survey deed) may also be formalized electronically in the Lessor's application by using mobile devices. In such a case the present representatives of the Parties gives their consent to findings and defects identified during the Vehicle's inspection by their hand-written signatures put on a mobile device's screen. The Lessee agrees to such a procedure and the Lessee will recognize as binding printouts and digital copies from the Lessor's application. After the finalization of the initial survey deed, it is automatically sent to the e-mail specified by the Lessee's representative present during the handover of the Vehicle.
- 10.8 All repairs under the insurance must be done before the Vehicle return to the Lessor. The Lessor reserves the right to reject the delivery of the Vehicle with damages to be repaired under the insurance and calculate Lease Payments till damages is repaired or accept the Vehicle with damages and invoice all damages to the Lessee.
- 10.9 **Use of e-solutions.** The fact of the return and / or the condition of the Vehicle at the time of its return may also be recorded digitally by means of electronic devices and the Lessor's applications and confirmed by digital signatures or signatures captured on a screen of the electronic devices. In this case, printouts from the Lessor's applications shall be accepted by the Lessee as binding documents.
- 11. Lessor's Right to Assign the Rights Under the Contract**
- 11.1 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 Lessee is not entitled to unilaterally withdraw from the Contract based on the aforementioned circumstances setting in.
- 11.2 The Lessee may not assign any rights or obligations arising from this Contract without prior written consent of the Lessor. The Lessor must reply to such proposal within 30 days. If the Lessor does not agree to such assignment or encumbrance of rights, the Lessor shall specify the reasons for such refusal. Upon receipt of the Lessor's consent to transfer the Lessee shall pay the Lessor transfer fee pursuant to the price established by the Lessor. The transfer fee shall be paid before the agreed transfer date, by fixing thereof in a trilateral agreement signed by the Lessor, the Lessee and third party, in favour of which the rights and obligations have been transferred or encumbered.
- 11.3 In addition to the transfer fee the Lessee shall compensate the Lessor for all costs that the Lessor may incur as a result of the transfer.
- 12. Force Majeure**
- 12.1 The Lessor is not liable for breach of its obligations under this Contract if the breach is due to circumstances of Force Majeure.
- 12.2 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.
- 12.3 In case, due to circumstances of Force Majeure, the Lessee are not able to fulfil its obligations under this Contract for more than 30 (thirty) days, the Lessor shall have a right to terminate this Contract and the Lessee shall, among others, return without delay the leased Vehicle.
- 13. Personal data processing**
- 13.1 The Lessor processes personal data according to Lessor's Privacy Policy published online at <https://www.avvens.lt>.
- 13.2 Lessee's representative signing this Contract acknowledges that the Lessor processes his/her and its employees' personal data according to Lessor's Privacy Policy.
- 13.3 Each Party must ensure compliance with applicable data protection laws at all times during term of this Contract.
- 13.4 The Parties transfer to each other and process personal data as independent data controllers.
- 13.5 The aim of the personal data processing 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 processing is provision of car rental services and related services under the Contract including but not limited to generating reports, KYC, customer relationship, review meetings, and contract, insurance and accident management.
- 13.6 The Parties agree to only process personal data as described in this Contract. In any case, personal data must not be irrelevant or excessive with regard to the Contract's objectives.
- 13.7 The following data subjects whose personal 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 Contract 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.
- 13.8 The types of personal data include but is not limited to: chassis numbers; driver's (the Lessee's employee's) or Lessee's fleet manager's name, surname, position, contact details (email, phone number, address), i.e., the Lessee shall be entitled, at its own choice, to provide personal data of its drivers or fleet manager who will be responsible for passing the information to the Lessee's employees (drivers); 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

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the vehicle; name, surname, place of residence and date of birth of the Lessee's CEO, shareholders and ultimate beneficial owners, if required.

- 13.9 Special categories of personal data will not be transferred between the Parties.
- 13.10 Each Party shall ensure that it processes 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.
- 13.11 Each Party shall, in respect of 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 in advance about their personal data transfer to the Lessor in respect of this Contract and their rights related to processing of their personal data.
- 13.12 Either Party as data controller may disclose personal data to its data processors rendering auxiliary services to data controller. 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 defence of legal claims in the lawful interest of data controller. Both Parties shall ensure that its employees and subcontractors who/which will process the personal data will be bound by written confidentiality obligations.
- 13.13 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.
- 13.14 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.
- 13.15 The Parties shall process personal data for not longer than is necessary to properly carry out the obligations of the Contract.
Notwithstanding the above, the Parties shall continue to retain personal data longer in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.
- 13.16 The Parties shall only provide 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 personal data.
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 personal data; and the accidental loss or destruction of, or damage to, 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 personal data to be protected.
It is the responsibility of each Party to ensure that its employees are appropriately trained to handle and process personal data in accordance with the appropriate technical and organisational security measures together with any other applicable data protection laws.
- 13.17 Having considered the applicable data protection laws, 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 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 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.
- 13.18 Each Party shall be liable for harm caused to the other Party because of its unlawful personal data processing and shall compensate the other Party for direct damages whether resulting from (i) its failures or breaches of its obligations related to personal data processing, or (ii) fraud or wilful misconduct related to personal data processing. Neither Party shall be liable for any indirect damages related to personal data processing of the other Party.
- 13.19 The Lessee acknowledges and agrees that providing personal data of persons using the Subject of lease is a prerequisite for proper provision of services under these this Contract, whereas refusal to provide personal data by the person using the Subject of lease 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) in such case will be borne by the Lessee.

- 13.20 By signing this Contract the Lessee declares that it agrees that the Lessor processes personal data received from the Lessee according to the Lessor's Privacy Policy.

14. Sanctions and embargoes

14.1. Definitions.

"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): (i) the United Nations; (ii) the United States of America; (iii) the European Union or any present or future member state thereof; (iv) the United Kingdom; or (v) any other relevant jurisdictions to the extent permitted by laws and regulations applicable to the performance of the Contract.

"Sanctioned Person" means any person, whether or not having a legal personality: (i) listed on any list of designated persons in application of Sanctions; (ii) located in, or organised under the laws of, any country that is subject to comprehensive Sanctions; (iii) directly or indirectly owned or controlled, as defined by the relevant Sanctions, by a person referred to in (i) or (ii) above; or (iv) which otherwise is, or will become with the expiry of any period of time, subject to Sanctions.

- 14.2. **Representation.** Lessee represents that neither it nor, to the best of its knowledge, any of its director, officer, employee, nor any agent or sub-contractor it has mandated for the purpose of executing this Contract is a Sanctioned Person. This representation shall be deemed to repeated at all times until the termination of this Contract.

- 14.3. **Undertakings.** Lessee shall not use, directly or indirectly, the leased Vehicle made available to it pursuant to the Contract (or funds, in case the Lessor buys the Vehicle from the Lessee), in any manner that would result in a violation of Sanctions by the Parties. In particular, the leased Vehicle or funds provided by Lessor to Lessee shall not be used in any manner that would result in a violation of Sanctions. Lessee warrants that (i) no person will have any legal or beneficial interest in the leased Vehicle in connection with the Contract and (ii) the use of leased Vehicle made available to it pursuant to this Contract (or any other contract concluded between the Lessee and Lessor) shall not be made in violation of Sanctions.

- 14.4. **Early termination.** The Lessor may also suspend and/or unilaterally terminate the Contract at any time, with immediate effect and without indemnity notwithstanding any other provisions of the Contract if the Lessee becomes a Sanctioned Person or is in breach of its representations and undertakings under the Section "Sanctions and embargoes" of the General Terms. In the event of termination by the Lessor, the Lessee shall, among others, return without delay the leased Vehicle.

15. Governing Law and Disputes

- 15.1 The Contract is governed by the laws of the Republic of Lithuania.
- 15.2 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 laws of the Republic of Lithuania and jurisdiction of the registered address of the Lessor.

16. Special provisions

- 16.1 These Special provisions are included in the Contract for the purpose to stipulate the exceptions, additions or different obligations related to a non-standard contract type (Third party (dealer) buy-back agreement, Second-Lease (used car lease) or Sale-leaseback) of which existence a note is made in the Special Terms of the Contract. Special provisions shall be applicable only to the contracts specified in the respective Section. In case Special provisions of the General Terms conflict with other Sections of the General Terms, then the Special provisions shall prevail and apply to the specific type of the non-standard contract.

- 16.2 **Special provision for Sale-Leaseback Contracts. If the Vehicle is bought from the Lessee or the Lessee's financier, i.e. another credit institution or leasing company,** then in addition to other provisions of the Contract, the parties agree that at the beginning of the Contract the visual condition of the Vehicle shall be stated in the Vehicle survey deed and at the Lessor's discretion in the Vehicle defect deed made by a manufacturer's authorized service, other service chosen by the Lessor or Lessor's authorized expert. In case, upon inspection of the Vehicle, defects that do not correspond to normal wear and tear are identified, the Lessee no later than 10 (ten) working days after the Lessor's invoicing date shall compensate repair costs of defects of the Vehicle beyond normal wear and tear, according to repair calculation prepared by Lessor.

The Lessee, as the previous owner, holder or user of the Vehicle, confirms that the Lessee is aware of the technical condition of the Vehicle, as well as is aware that the Vehicle may have defects that do not correspond to normal wear and tear and shall be repaired at the Lessee's expense, and unless otherwise agreed in the Special Terms of the Contract: (i) the Lessee bears all responsibility for the condition of the Vehicle, its maintenance and repair in accordance with the manufacturer's instructions, (ii) the Lessee bears not only liability for damages or destruction of the Vehicle caused by the Lessee's fault, but also the risk of accidental damage or destruction, as well as the risk of become unable to use the Vehicle due to *force majeure* or any other restriction of use, (iii) at the end of the Contract is responsible for all identified defects that do not correspond to normal wear and tear.

- 16.3 **Special provision for Second-Lease Contracts. If the Lessee has chosen a used Vehicle from the Lessor's stock,** then at the beginning of the Contract the visual condition of the Vehicle shall be stated in the Vehicle survey deed and by concluding the Contract the Lessee confirms that: (i) the Lessee is aware that the Vehicle has been used; (ii) the Lessee has chosen the Vehicle by himself and (iii) the Vehicle meets the requirements of the Lessee.

- 16.4 **Special provision for Contracts with a dealer's buy-back agreement. In case the Vehicle's buy-back agreement has been concluded with a third party (a dealer),** then the

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(Name, surname, signature, date)

LESSEE

Lease Payment and its monthly payments are calculated taking into account a buy-back price given by a third party (a dealer) and in consideration that the Contract is in force throughout the lease term originally agreed in the Special Terms of the Contract. Therefore, in case of early termination of the Contract (including Sections 9.2 and 16.5 of the General Terms), the Lease Payment for the last month when the Contract is in force shall be determined as the highest of the following amounts: (i) the originally established monthly Lease Payment plus 30% of the remaining Lease Payments from the period, when the Vehicle is returned to the Lessor, till the ending date of the lease period originally agreed upon in the Contract, or (ii) the originally established monthly Lease Payment plus the sum equal to 4 monthly Lease Payments.

16.5 **Special provision for Contracts with a dealer's buy-back agreement. In case the Vehicle's buy-back agreement has been concluded with a third party (a dealer)**, the Lessee may unilaterally withdraw from the Contract prior to its expiry by giving a written notice to the Lessor thereon 30 (thirty) days in advance, but not within the first 18 months starting from the delivery of the Vehicle, returning the Vehicle to the Lessor, making the recalculated Lease Payment (Section 16.4 of the General Terms), making the payment for the exceeded mileage, repair costs and all other payments agreed in the Contract, as well as losses of the Lessor due to the fact that the Lessor cannot exercise its right to sell-back the Vehicle. If the Lessee arbitrarily withdraws from the Contract before 18 months term, the Lessor may require the Lessee to immediately pay the whole amount of the Lease Payment for rest 18 months term, taking this payment into account when calculating 30% of the remaining Lease Payments according to the Section 16.4 of the General Terms.

16.6 **Special provision for Sale-Leaseback Contracts. In case the Vehicle was bought from the Lessee or the Lessee's financier**, then additionally to defects, determined in accordance to the Section 10.2 above, the Lessee shall compensate the Lessor's expenses related to defects which have been detected at the beginning of the Contract and stated in the Vehicle survey deed but not repaired during the Contract term.

16.7 **Special provision for Bulk delivery and lease of similar Vehicles under a single contract:**

- a) All vehicles shall be listed in a single Special Term template;
- b) The rental period for each vehicle starts as from its delivery date that is confirmed by a signed deed of delivery;
- c) The rental period for each vehicle ends as from its return date that is confirmed by a signed deed of return;
- d) The deed of return excludes a vehicle from the Contract without signing amendments to the Special Terms;
- e) The Contract shall be valid until the Lessee has fully fulfilled its obligations regarding all Vehicles that were listed in the Special Terms

16.8 **Special provision for Contracts with third party equipment included:** if the Contract is signed prior to the delivery of the Vehicle and the Parties have agreed that the Vehicle will be delivered with additional equipment (e.g. EV charging wall-box and installation services), the Lessor reserves the right to apply the actual prices of the third party (service provider) and to adjust the monthly Lease Payment and other payments, if the third party's (service provider's) offer has expired by the time the Vehicle is delivered and a new offer has been submitted to the Lessor.

17. ABC and Influence Peddling

17.1 **"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.

17.2 **"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.

17.3 **"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.

17.4 Corruption and influence peddling

The Lessee represents and guarantees to the Lessor that, at all times throughout the term of the Contract:

- (i) 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;
- (ii) 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:
 - a) has committed an Act of corruption or Influence peddling;
 - b) 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;

(iii) It is aware of the Société Générale code of conduct related to the fight against corruption and Influence peddling;

(iv) It undertakes, along with any Controlled Person, agent and intermediary (where applicable), to perform its obligations under the Contract:

- a) not to breach any Anti-corruption Laws or regulations relating to the fight against corruption, bribery and Influence peddling;
- b) 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;
- c) 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");
- d) 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;
- 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, rules and procedures relating to the implementation of the Contract. The Lessee undertakes to provide the necessary assistance in carrying out such an audit; 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;
- f) to ensure that any natural or legal person outside the Lessee who is to perform services under the Contract is bound by written provisions equivalent to those imposed on the Lessee under this clause. The Lessee shall endeavour to ensure that such person complies with these equivalent provisions and shall be directly liable to the Lessor for any failure to do so.

(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.

17.5 **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, or by sending the Lessee an electronic document signed by an advanced or qualified level e-signature via means of e-mail communication, 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).

18. AML

18.1 **"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 (AML-FT) and any related or similar regulations or guidelines issued, administered or enforced by any governmental or regulatory agency to which the Parties are subject including notably EU AML-FT regulation.

18.2 Anti-money laundering and fight against terrorism financing

The Lessee hereby represents and warrants to the Lessor (which representations and warranties shall be deemed to be repeated at all times until the termination of the Contract) that: (i) its activity and operation are and have been conducted at all time in compliance with Anti-Money Laundering Laws; and/or (ii) it has instituted, maintains and enforces processes, tools, policies and procedures designed to promote and ensure compliance with Anti-Money Laundering Laws and shall keep record of the Know Your Customer documents for a period of at least five (5) years from the termination of each contract; and/or (iii) its affiliates and any of its directors, officers, employees, subcontractors, agents and other intermediaries they have mandated for the purpose of performing the Contract have not violated Anti-Money Laundering Laws.

The Lessee shall transfer to the Lessor any reasonable document, within 15 days from the written request, the Lessor may request to comply with its Know Your Customer procedure and the Anti-Money Laundering Laws.

18.3 **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, or by sending the Lessee an electronic document signed by an advanced or qualified level e-signature via means of e-mail communication, with immediate effect and without

compensation if the Lessee has committed a breach of its obligations under the Section 18.2, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).

19. Environmental, Social & Governance

19.1 Each Party procures, and procures that its subsidiaries, in all material respects, in every country where they operate:

- (i) comply
 - a) with the employment legislation or as a minimum, the provisions of the fundamental conventions of the International Labour Organization,
 - b) the environmental legislation,
- (ii) do not deal with sub-contractors, individuals or corporate bodies, which, to its knowledge, do not comply with the provisions of the present Section of "Environmental, Social & Governance (hereinafter the **"Sustainability Commitments"**).

19.2 **Termination.** Should one of the Parties be in breach of all or part of the Sustainability Commitments mentioned in the Section 19.1, the non-breaching Party shall be entitled, with immediate effect, to terminate this Contract if (i) it considers the breach to be non-remediable or (ii) if the breach is remediable but has not been remedied within a timeline defined by such non-breaching Party

20. Final Terms

20.1 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 shall be sent to the Lessee's e-mail address within 2 (two) working days from the date of concluding the Contract, as well as the General Terms are available to the Lessee at any time on the Lessor's website www.ayvens.lt. In case the parties also sign the General Terms, the Contract shall enter into force on the day when the parties have signed the both - Special and General Terms and shall remain in force until the Contract is fulfilled fully, and the General Terms are sent to the Lessee's e-mail at the discretion of the Lessor.

20.2 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. In case the Lessee belongs to a group of companies with which Ayvens SA has concluded an International Commitment Agreement that is binding to the Lessor and the Lessee, or a Framework Cooperation Agreement (Master Lease Agreement) has been concluded between the Lessee and the Lessor, then in case of any discrepancies the International Commitment Agreement or Master Lease Agreement (depending on which one is concluded) shall prevail over this Contract.

20.3 The Lessor shall have the right to transfer information about the Lease Contract 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.

20.4 The Contract may be supplemented, amended by the Parties. All supplements, amendments to 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. 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 www.ayvens.lt. The General Terms in force at the time of concluding the Contract shall apply to the Contract.

20.5 For any amendments or modifications of the Contract, or for any other additional services, Lessee should pay Lessor according to Lessor's price-list available online at www.ayvens.lt. Lessor's price-list shall be amended without prior consent of the Lessee.

20.6 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.

20.7 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 (Sub-sections 9.2(c) of the General Terms).

20.8 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) days.

20.9 The Contract is prepared in the English language. If the Contract is concluded in paper, it is signed 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.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE