

# MOTOR VEHICLE SUBSCRIPTION AGREEMENT

## GENERAL CONDITIONS

This Motor Vehicle Subscription Agreement, consisting of the General Conditions and the Special Conditions, is concluded between the Vehicle subscription provider referred to in the Special Conditions (hereinafter referred to as the **Lessor**) and the Vehicle subscriber referred to in the Special Conditions (hereinafter referred to as the **Lessee**). The Lessor and the Lessee are hereinafter jointly referred to as the **Parties** and each individually as the **Party**.

### 1. TERMS USED IN THE AGREEMENT

- 1.1. **Initial Subscription Payment** shall mean the amount of money, which is automatically calculated and specified in the Special Conditions depending on the type of the Motor Vehicle and the Subscription Period, and payable to the Lessor by the Lessee. The Initial Subscription Payment shall be used for partial payment of the Subscription Fees and other charges under the Agreement as provided for in Clauses 7.20, 8.5, 8.6, 8.14 of the Agreement, in accordance with the procedure laid down in the Agreement.
- 1.2. **Website** shall mean the internet site of the Lessor ([www.mybee.ee](http://www.mybee.ee)), where the information about leased Vehicles and other information related to Vehicles and their subscription is provided.
- 1.3. **Monthly Subscription Fee** shall mean a monthly fee payable by the Lessee to the Lessor, the amount of which is specified in the Special Conditions, and which is calculated by setting off a proportionate part of the Initial Subscription Payment for the month against the Subscription Fee.
- 1.4. **Lessee** shall mean a natural person or legal entity who has signed this Agreement and has acquired the right to temporarily possess and use the Vehicle provided by the Lessor by paying the Subscription Fee.
- 1.5. **Lessor** shall mean a legal entity indicated in the Special Conditions of the Motor Vehicle Subscription Agreement.
- 1.6. **Employee of the Lessee** shall mean an employee of the Lessee (a legal entity), or any other natural person appointed by the Lessee, who is authorised to create an account on the Website on behalf of the Lessee and/or to lease the Vehicle on behalf of the Lessee.
- 1.7. **Benefits** shall mean various discounts, personal offers, vouchers, incentives, etc., which are granted on the basis of the data provided by the Lessee during the registration process and/or data generated during the use of the Services, e.g. the amounts spent on the subscription to the Vehicle, the frequency of use of the subscription to the Vehicle and/or other objective criteria determined in good faith by the Lessor. Through such Benefits, the Lessor seeks to establish and develop a mutually beneficial long-term and sustainable relationship with its Lessees, to encourage greater participation in the sharing economy, and thereby to offer more attractive pricing and/or other Benefits to the Lessees in return.
- 1.8. **Subscription Fee** shall mean the monthly fee payable by the Lessee to the Lessor for the subscription of the Vehicle, the amount of which is specified in the Special Conditions.
- 1.9. **Recalculation of the Subscription Fee** shall mean the recalculation of the Subscription Fee specified in Clause 7.20 of the Agreement, which is carried out if the Agreement is terminated prior to the expiry of the Subscription Period.
- 1.10. **Subscription Period** shall mean the period during which the Lessee is entitled to temporarily possess and use the Vehicle by paying the Subscription Fee. **The Minimum Subscription Period** shall be 6 (six) months. In the event that this Agreement is renewed, the **Minimum Renewed Subscription Period** shall be 3 (three) months, unless the Parties agree otherwise. The Subscription Period shall start from the date of effect of the Agreement.
- 1.11. **Vehicle Pick-up and Return Point** shall mean the Vehicle parking lot from which the Lessee shall pick up the Vehicle and/or to which the Lessee shall return the Vehicle after the expiry of the Vehicle Subscription Period or upon the termination of the Vehicle Subscription Period on other grounds. The location from which the Vehicle is collected and to which it is returned may not be the same.

- 1.12. **Agreement** shall mean the Motor Vehicle Subscription Agreement, which consists of the Special and General Conditions. The Special and General Conditions are an integral and inseparable part of this Agreement. In the event of any inconsistencies between the Special and General Conditions of the Agreement, the Special Conditions of the Agreement shall prevail.
- 1.13. **Special Conditions** are an inseparable part of this Agreement. The Special Conditions include (i) the choices made and confirmed by the Lessee on the Website, and (ii) the conditions of the Agreement generated automatically by the actions and choices made by the Lessee. The Lessee is acquainted with these conditions in detail prior to the conclusion of the Agreement. The choices made and confirmed by the Lessee, including the conditions of the Agreement automatically generated by the Lessee's choices, may be amended by separate agreement of the Parties.
- 1.14. **Vehicle** shall mean a motor vehicle fitted with a telemetry system provided by the Lessor to the Lessee to possess and use temporarily in accordance with the procedure and terms laid down in this Agreement.
- 1.15. **Vehicle Subscription** shall mean the right granted by the Lessor to the Lessee to temporarily possess and use the Vehicle in exchange for the Subscription Fee paid to the Lessor.
- 1.16. **Vehicle Telemetry System** shall mean an electronic system installed on the Vehicle that (i) tracks the location, route, coordinates, virtual driving speed, battery voltage and other parameters of the Vehicle specified in the Agreement and transmits the data to the Lessor, and (ii) allows to disable the unlocking and/or starting of the engine of the Vehicle.
- 1.17. **Consumer** shall mean a natural person who seeks to conclude or concludes the Agreement for the purposes not related to his/her business, trade, craft or profession (for purposes of use).
- 1.18. **Account** shall mean the Lessee's digital account on the Website for accessing and using the Website's services, information and content. The Account shall be created in accordance with the procedures set out in the Website's Terms of Service, which are published on the Website at <https://mybee.ee/en/terms-of-use/>
- 1.19. Annex No. 1 – an annex to this Agreement, which contains a list of additional fees and penalties.
- 1.20. For the purposes of this Agreement any communication and information provided by or between the Parties via e-mail, SMS, messaging or any other electronic communication means in electronic format shall be qualified as issued in a form which can be reproduced in writing and shall amount to "*written*" or made "*in writing*" as the context may require.

## 2. SUBJECT-MATTER OF THE AGREEMENT

- 2.1. The Lessor undertakes to grant the Lessee the right to possess and use the Vehicle temporarily in exchange for the Subscription Fee under the terms and conditions set out in the Agreement and in accordance with the procedure set out in the Agreement, and the Lessee undertakes to pay the Subscription Fee to the Lessor according to the terms and conditions of the Agreement.
- 2.2. The Parties hereby agree that every calendar year the Subscription Fee may be reviewed by the Lessor and adjusted as proposed by the Lessor. The Subscription Fee may be increased by the Lessor's decision in cases where, due to inflation, price increase, changes in state-set taxes or tariffs, or other external economic factors, it becomes economically unprofitable for the Lessor to rent the Vehicle. The Lessor will notify the Lessee about the adjusted Subscription Fee at least 30 (thirty) calendar days before each anniversary of the Agreement. If the Lessee does not agree with the proposed adjustment of the Subscription Fee, the Lessee shall notify the Lessor of its wish to terminate the Agreement within 14 (fourteen) days from the date of the Lessor's notice of the adjusted Subscription Fee. In such a case, the Agreement shall terminate on the respective anniversary of the Agreement. This shall not apply to contract concluded for the Minimum Subscription Period. Upon termination of the Agreement in accordance with the procedure established in this clause of the Agreement, the Agreement termination administration fee is not applied, and the Subscription Fee is not recalculated.
- 2.3. The Lessee is aware that all the Vehicles are equipped with a Vehicle Telemetry System to provide the Service remotely and to monitor compliance with the conditions of the Agreement.
- 2.4. The Parties hereby agree that the selections made by the Lessee, including the conditions of the Agreement generated by the choices made by the Lessee on the Website, with which the Lessee is expressly acquainted

with on the Website prior to the conclusion of the Agreement, shall become an inseparable part of this Agreement and shall be considered the Special Conditions of the Agreement. During the term of the Agreement, the Lessee shall have the right to change his/her preferences with the prior consent of the Lessor and upon payment to the Lessor of a change of Agreement administration fee the amount of which is indicated in the Annex No. 1. Amendments shall be formalised by the Parties signing a supplementary agreement to the Agreement.

- 2.5. The Parties hereby agree that the Vehicle shall be leased for the Subscription Period selected by the Lessee and specified in the Special Conditions of the Agreement. Subject to Clause 3.10 of the Agreement, the Lessee is hereby informed that the date of signing the Agreement and the date of collection or delivery of the Vehicle may not coincide.
- 2.6. The Parties hereby agree that the Subscription Period requested by the Lessee shall in no case exceed 60 (sixty) months.
- 2.7. The Parties hereby agree that the Lessee shall have the right to use the Vehicle for personal (consumer) purposes or for purposes related to his/her business, trade, craft or profession, but shall not have the right to use the Vehicle for the provision of transport and/or taxi and/or security and/or courier and/or subscription services.
- 2.8. The Lessee is aware that the insurance of the Vehicle shall be taken care of by the Lessor during the whole Subscription Period.
- 2.9. The Lessor may also (however, this is not the Lessor's obligation) enable the Lessee at any moment of the Subscription Period, if the Lessee has properly executed the Agreement up to that point, to purchase a Vehicle at a market price separately determined on the day of the Vehicle's purchase (if the Vehicle's price is specified in the Special Conditions, it is only preliminary). If the Lessee wishes to purchase the leased Vehicle, the Lessee must notify the Lessor of the desire to purchase the Vehicle by e-mail at [info@mybee.ee](mailto:info@mybee.ee) no later than 30 (thirty) calendar days before the scheduled end of the Subscription Period. The purchase price of the Vehicle and other issues will be determined in the separately concluded contract of purchase and sale of the Vehicle.
- 2.10. In any case, Subscription Fees and other charges under the Agreement are not included in the price or value of the Vehicle, whereas provision of long-term Vehicle subscription hereunder shall not be qualified or regarded as any form of financial assistance provided by the Lessor to the Lessee to acquire the Vehicle in the ownership of the Lessee.
- 2.11. The Lessor may, at its discretion, establish and apply various subscription payment packages/plans. The types of subscription packages/plans, fee amounts, conditions, applicable pricing, offered benefits and advantages, and applicable additional rules (if applicable) are specified on the Website. The Lessor has the right to unilaterally change, establish, supplement and/or cancel subscription packages/plans, promotions, discounts by publishing this on the Website. These changes shall enter into force upon their publication on the Website and shall apply to newly concluded Agreements.

### **3. PROCEDURE FOR CONCLUDING THE AGREEMENT AND COLLECTING THE VEHICLE**

- 3.1. The Agreement may only be concluded if all the conditions set out in Clauses 3.2 – 3.9 of the Agreement are met.
- 3.2. In order to enter into the Agreement, the Lessee must register on the Website and create a personal Account, as set out in the Website's Terms of Service, which are published on the Website, and which the Lessee must get acquainted with carefully. If the Lessee is a legal entity, a designated employee of the Lessee shall register and open an account on the Website on behalf of the Lessee after receiving confirmation from the Lessor that the Agreement can be concluded.
- 3.3. In case the Lessor has reasonable grounds to require additional security in respect of the Lessee's ability to fulfil its obligations under this Agreement, the Lessor may require that the Lessee would provide a surety from a trusted third party in favour of the Lessee, which would secure proper and due fulfilment of the Lessee's obligations hereunder to the Lessor. The terms of such surety are subject to a separate surety

- agreement concluded by the Lessor and third party in favour of the Lessee, all in accordance with the standard surety form as proposed by the Lessor.
- 3.4. After successful creation of an account on the Website according to the Website Terms of Use, the Lessee shall select the Vehicle he/she wishes to subscribe to, specify the desired Subscription Period, the amount of the Initial Subscription Payment, and the desired mileage limit for the Vehicle for the Subscription Period, and make other choices or, if the Lessee has prior discussed his/her needs with the Lessor, he/she will see all his/her automatically generated choices.
  - 3.5. Following the steps set out in Clause 3.4 of the Agreement, the Special Conditions of the Agreement and a link to the current version of the General Conditions of the Agreement will be automatically generated.
  - 3.6. The Agreement shall be signed by the Parties and shall be deemed to have been concluded from the moment of its signature in accordance with the Terms of Service of the Website.
  - 3.7. At the time of signing the Agreement, the Lessee shall pay to the Lessor the fee for the conclusion of the Agreement and the Initial Subscription Payment selected in the Special Conditions. The fee for the conclusion of the Agreement and the Initial Subscription Payment shall be automatically debited from the Lessee's bank card provided in the Lessee's Account. In case the Lessee is unable to pay by card, the payment is made to a bank account specified by the Lessor.
  - 3.8. The Parties may conclude a Vehicle Reservation Agreement whereby the Lessee would have the right to reserve the Vehicle for a reservation fee and the Lessor would be obliged to allocate the reserved Vehicle of the Lessee's choice for an agreed period of time prior to the conclusion of the Agreement. The terms of such reservation shall be subject to separate agreement between the Parties.
  - 3.9. After the Lessee signs the Agreement, pays the fee for the conclusion of the Agreement and makes the Initial Subscription Payment, and after the payments specified in Clause 3.7 of the Agreement are actually credited to the bank account of the Lessor (hereinafter referred to as the **Preconditions**), the Lessor undertakes to grant the Lessee the right to temporarily possess and use the Vehicle in accordance with the procedure laid down in this Agreement. In the event that the Lessee fails to pay the amounts set out in Clause 3.7 within 3 (three) business days, the Preconditions shall be deemed not to have been fulfilled and the Agreement shall be deemed not to have entered into force.
  - 3.10. The Lessee shall have the right to pick up the Vehicle when he/she receives an information notice about the possibility of picking up the leased Vehicle and the information about the place of picking up of the Vehicle by e-mail specified in the Lessee's Account. If the Lessee has opted, for an additional fee, to have the leased Vehicle delivered to the address specified by the Lessee, the Lessor shall deliver the Vehicle to the address specified by the Lessee no later than 3 (three) business days after the Agreement comes into force.
  - 3.11. When the Lessee arrives at the Vehicle pick-up location or when the Lessor delivers the Vehicle to the address specified by the Lessee, the Lessee must log in to his/her Account in order to unlock the Vehicle.
  - 3.12. Before putting the Vehicle into operation, the Lessee shall inspect the Vehicle (both inside and outside) for any outwardly visible damage to the Vehicle, its equipment, as well as for the presence of all the Vehicle's accessories and attachments specified in Special Conditions. The Lessee, upon noticing externally visible damage/defects to the Vehicle and/or its equipment, undertakes to record such damage/defects (photograph and/or video) and to inform the Lessor of the observed damage/defects immediately, but no later than within 1 (one) hour from the time of noticing of the damage/defects at info@mybee.ee and at the same time to send photographs and/or videos of the noted damage/defects to the Lessor. If the damage/defects recorded by the Lessee are minor (e.g. a minor scratch on the Vehicle), the Lessee shall have the right to put the Vehicle into operation after recording the damage/defects, informing the Lessor, and sending photographs and/or video recordings of the damage/defects recorded to the Lessor. If the damage/defects noted by the Lessee are not minor (e.g. the Vehicle is dented, the Vehicle is missing equipment, etc.), the Lessor may provide the Lessee, who has noted such damage/defects and has informed the Lessor in accordance with the procedure set out in this Clause, with a suitable Vehicle or a substitute Vehicle. If the Lessor cannot provide a suitable Vehicle or a substitute Vehicle to the Lessee, the Lessor shall have the right to terminate the Agreement without delay and to reimburse for all amounts paid by the Lessee to the Lessor on the basis of this Agreement. If the Lessee, who has inspected the exterior and the interior of the Vehicle and has noticed damages/defects of the Vehicle, including damages to its fittings, fixtures and accessories or their shortage,

fails to notify the Lessor thereof in accordance with the procedure and within the timeframe specified in this Clause, it shall be deemed that all damages/defects have appeared during the Subscription Period and the Lessee shall be responsible for such damages/defects incurred by the Lessor.

- 3.13. The Parties hereby agree that the Lessor shall have the right to provide additional services detailed on the Website of the Lessor. Payment for these additional services shall be subject to the conditions for payment of the Subscription Fee.
- 3.14. The Lessee is aware that the Lessor may at any time change the conditions for providing additional services specified in Clause 3.13 of the Agreement, and/or start providing new services and/or cease providing some of the services described on the Website. The Lessor represents that it shall provide such additional services to the Lessee and under such conditions that were in force at the time of ordering any such services. The Lessee shall have the right to purchase additional services and/or make additional service selections on the Website and/or enter into an additional agreement for the provision of such additional services during the term of the Vehicle Subscription for an additional fee.
- 3.15. The Lessee is aware that the extended right of withdrawal applicable to distance contracts shall not apply to this Vehicle lease agreement (according to § 53(4)(1) of the Estonian Law of Obligations Act). However, the Lessee (if the Lessee is a consumer) is aware that he/she has the right to exercise his/her right of withdrawal in respect of the additional services. The Lessee may exercise his/her right of withdrawal in respect of the additional services no later than 14 (fourteen) calendar days from the date of conclusion of the Agreement by informing the Lessor thereof by e-mail at [info@mybee.ee](mailto:info@mybee.ee). In the event of the Lessee exercising the aforementioned right of withdrawal, the Lessor shall be obliged to reimburse the Lessee for all payments received from the Lessee in respect of the additional services for which the Lessee withdraws as soon as possible, and in any event not later than within 14 (fourteen) calendar days from the day on which the Lessor was informed of the Lessee's decision to exercise the right of withdrawal.
- 3.16. The Lessee is aware and by entering into this Agreement the Lessee hereby declares that he/she is aware and understands that the Subscription Fee does not include, and the Lessee shall not be reimbursed by the Lessor for, the costs associated with the operation of the Vehicle in any manner or form whatsoever, including, but not limited to, the following costs:
  - 3.16.1. fuel and Vehicle maintenance products;
  - 3.16.2. Vehicle repair services, including replacement and repair of lubricants, filters and other materials or components of the Vehicle, Vehicle technical maintenance services or parts;
  - 3.16.3. cleaning, polishing and waxing of the Vehicle;
  - 3.16.4. installation, removal and repair of any Vehicle accessories;
  - 3.16.5. cost of damages in excess of normal wear and tear of the Vehicle;
  - 3.16.6. administrative or any other penalties and fines;
  - 3.16.7. any costs and expenses incurred in connection with the action or omission by the Lessee related to improper execution of this Agreement or the breach of legal acts or the rules by third parties;
  - 3.16.8. additional costs of the Lessor arising from changes in the VAT rate or other taxes and levies or new taxes (e.g. pollution tax) and levies;
  - 3.16.9. road charges, tolls, and vignette.

#### **4. LESSEE'S RIGHT TO GRANT PERMISSION TO OTHER PERSONS TO TEMPORARILY POSSESS AND USE THE VEHICLE**

- 4.1. The Lessee shall have the right to grant temporary possession and use of the Vehicle on behalf of the Lessee and at the Lessee's expense to other natural persons and to the Lessee's employees holding a valid driving licence in Estonia and/or the European Union. The Lessee shall be responsible for ensuring that the persons who are granted the temporary right to drive and use the Vehicle are in possession of a valid driving licence at the time of using the Vehicle.
- 4.2. The Lessee is aware that the employee of the Lessee who created an Account on behalf of the Lessee, can use this account on behalf of the Lessee.



- 4.3. The Parties hereby agree that in the event that an employee of the Lessee terminates the employment or other relationship entered into with the Lessee on the basis of which the Lessee's employee acted on behalf of the Lessee for the purpose of entering into and/or performing the Agreement, the Agreement shall continue to remain in full force and effect, and that the Lessee shall, within 3 (three) business days, notify the Lessor at info@mybee.ee of the change in the Lessee's employee, and shall provide the details of the personal identity of the new employee of the Lessee. The lawful provision and updating of the personal data of the Lessee's employees for the purpose of the conclusion and performance of the Agreement shall be the full responsibility of the Lessee.
- 4.4. The Lessee shall inform the natural person to whom the Lessee grants the right of temporary possession and use of the Vehicle of the conditions set out in this Agreement. Where the Lessee grants the right to possess and use the Vehicle temporarily to other natural persons as provided for in Clause 4.1 of the Agreement, the Lessee shall be responsible for possessing and using the Vehicle properly and for the due execution of this Agreement.
- 4.5. The Lessee shall be prohibited from subleasing the Vehicle and/or making it available to third parties for a fee or remuneration.
- 4.6. The Lessee shall remain fully liable for damages caused to the Vehicle and/or its components, including accessories, by natural persons, including the Lessee's employees, using the Vehicle, and to the Lessor.

## **5. CONDITIONS FOR THE MAINTENANCE AND USE OF THE VEHICLE**

- 5.1. From the time of transfer of possession of the Vehicle to the Lessee until the expiry of the Agreement, the Lessee shall be fully responsible for the operation, maintenance, roadworthiness tests and repair of the Vehicle and for the timely performance of such maintenance and repair.
- 5.2. The Vehicle may only be serviced by an official dealer of the manufacturer of the specific Vehicle. If the Lessee intends to have the Vehicle serviced, inspected or repaired, the Lessee shall contact the Lessor, who shall indicate to the Lessee the car service where the Lessee shall have the Vehicle serviced, inspected or repaired.
- 5.3. The Lessor shall have the right to inform or remind the Lessee of the obligatory actions to be carried out by the Lessee related to the maintenance and servicing of the Vehicle, using the contact details provided by the Lessee in the Agreement and/or in the Account, but this shall not relieve the Lessee of the obligation to maintain the condition of the Vehicle in a manner that is compliant with the Agreement conditions.
- 5.4. The Parties hereby agree that if the Lessee does not select the additional service related to the tire service for the Vehicle, the Lessee shall, if the Subscription Period is less than 36 (thirty-six) months, return the Vehicle to the Lessor with the same tires which were provided with the leased Vehicle. The Parties hereby agree that the Vehicle must in any case be returned to the Lessor with tires suitable for use.
- 5.5. During the term of the Agreement the Lessee must comply with the mileage limit requirements for the Vehicle, as indicated in the Special Conditions of the Agreement. The monthly mileage limit, which the Lessee must not exceed, shall be calculated by taking the mileage limit for the Subscription Period and dividing it by the number of months of the Vehicle Subscription. If the monthly mileage limit or the total mileage limit is exceeded during the Subscription Term, the Lessor shall have the right at any time to require the Lessee to pay the Lessor a fee the amount of which is indicated in Annex No. 1. The Lessee must pay the fee within 10 (ten) calendar days of the demand. The Lessor shall have the right during the term of the Agreement to inform the Lessee about compliance with the requirements of the limitation of the mileage of the Vehicle for the Subscription Period.
- 5.6. The Lessee is aware that the operation, maintenance, roadworthiness testing and repair of the Vehicle and the repair of wear and tear parts of the Vehicle during the entire term of the Vehicle Subscription must be performed at the Lessee's sole expense. If the Lessee has opted for the Lessor to arrange for the provision of the service of servicing of the Vehicle and/or repair of wear parts and has paid the full amount set out in the Special Conditions or Vehicle maintenance and/or repair of wear parts service is included in the Subscription fee, the Lessor shall pay for the servicing of the Vehicle and/or repair of wear parts. In such a case, the Lessor shall pay only for the technical servicing of the Vehicle and/or repairs of wear parts carried

out in the territory of the Republic of Estonia. If the technical servicing of the Vehicle and/or the repair of wear parts is performed outside the territory of the Republic of Estonia, the Lessor shall compensate only for the costs that would have been incurred if the technical servicing of the Vehicle and/or the repair of wear parts were performed in the territory of the Republic of Estonia, and the remaining part shall be paid by the Lessee. The compensated amount is determined by using independent service providers performing technical servicing and/or the repair of wear parts. The Lessor shall transfer the compensated amount to the Lessee's account. If the Lessee exceeds the monthly mileage limit for the Vehicle set out in the Special Conditions and therefore there is a requirement for the Lessee to perform the technical maintenance and roadworthiness testing of the Vehicle, the Lessee must pay the costs or other charges for any such technical maintenance and roadworthiness testing of the Vehicle.

- 5.7. The Vehicle must be used in the territory of the Republic of Estonia. The Vehicle may be used outside the territory of the Republic of Estonia, when travelling within the territory of the European Union or outside the territory of the European Union if the following conditions are met: (i) the Lessee may leave the territory of the Republic of Estonia to the territory of another Member State of the European Union or leave the territory of each other Member State of the European Union to the territory of another Member State of the European Union if the Lessee has notified the Lessor thereof in writing by email at [info@mybee.ee](mailto:info@mybee.ee) not later than 3 (three) business days before the departure from the territory of the Republic of Estonia; (ii) the Lessee may leave the territory of the European Union only with the prior written consent of the Lessor issued to the Lessee, for which the Lessee must contact the Lessor by e-mail at [info@mybee.ee](mailto:info@mybee.ee) at least 3 (three) business days before leaving the territory of the European Union, and pay the fee indicated in Annex No.1. After leaving the territory of the Republic of Estonia, the Lessee shall have the right to use the Vehicle for a period not exceeding 3 (three) consecutive calendar months, after which the Vehicle must be returned to the Republic of Estonia. Each subsequent time, before the departure, the Lessee must in accordance with the procedure and timeframe specified in this Clause, do the following as appropriate, (i) in the case of the departure from the territory of the Republic of Estonia to the territory of another Member State of the European Union, must additionally notify the Lessor of such departure or (ii) in the case of the departure from the territory of the European Union, must obtain a new consent of the Lessor and pay the fee for issuing any such consent specified in this Clause.
- 5.8. If (i) the Lessee uses the Vehicle and departs from (a) the territory of the Republic of Estonia to the territory of another Member State of the European Union without duly notifying the Lessor thereof or (b) the territory of the European Union without the prior written consent of the Lessor; (ii) the Lessee uses the Vehicle and departs from the territory of the Republic of Estonia or the territory of the European Union in accordance with the requirements of this Agreement, but the Vehicle has not been returned to the Republic of Estonia 3 (three) months after leaving the territory of the Republic of Estonia; or (iii) the Lessee, who has not returned the vehicle to the Republic of Estonia 3 (three) months after leaving the territory of the Republic of Estonia, and upon additional notification from the Lessor and within the additional period specified by the Lessor fails to return the Vehicle to the Republic of Estonia, the Lessor shall have the right to unilaterally terminate this Agreement and/or require the Lessee to pay the Lessor a penalty indicated in Annex No. 1 within 10 (ten) calendar days and to indemnify any other losses incurred by the Lessor which are not covered by the said penalty. Payment of the penalty shall not abolish the responsibility of the Lessee to fulfil obligations under the Agreement, including, but not limited to, the obligation to return the Vehicle to the Republic of Estonia.
- 5.9. All administrative or other penalties, fines, and other amounts due resulting from improper, unlawful possession and use of the Vehicle shall be borne by the Lessee as stipulated in Clauses 7.12 – 7. of the Agreement. Where administrative or other penalties, fines, and other amounts resulting from improper, unlawful possession and use of the Vehicle are attributed to a person who is not responsible for the violation, the Lessor shall have the right to indicate and allocate the person responsible for the administrative or other type of violation. If administrative or other penalties, fines, and other amounts due are recovered from the Lessor, the Lessor shall have the right to recover any such amounts from the Lessee by way of subrogation.
- 5.10. The Lessee undertakes to ensure the following during the term of the Agreement:
- 5.10.1. To comply with the Vehicle manufacturer's requirements for the use and maintenance of the Vehicle, guarantees, requirements for technical maintenance specified in the manufacturer's

- manuals/instructions/regulations for the use of the Vehicle kept in the Vehicle, requirements of the Lessor set out in this Agreement, the Estonian Road Traffic Act requirements of other applicable legal acts, and the standard rules governing the use and maintenance of such type of property;
- 5.10.2. The Vehicle will meet all the legal requirements and the requirements for periodic inspections (including mandatory roadworthiness tests);
  - 5.10.3. The technical maintenance will be performed properly in accordance with the requirements of the manual for technical maintenance of the Vehicle and within the terms set by the Vehicle manufacturer and the law;
  - 5.10.4. The Lessee will use the Vehicle as a careful and diligent owner and only for its direct purpose;
  - 5.10.5. To notify the Lessor and the relevant public authority (e.g. police, fire department) immediately, if the Vehicle has been destroyed, damaged or otherwise rendered unfit for use and/or if the circumstances arise which prevent from possessing and using the Vehicle or ensuring its normal operating conditions, and to complete the accident declaration form or perform other necessary actions in order to prevent or reduce the potential damage to the Vehicle and/or persons and property.
- 5.11. The Lessee driving the Vehicle must be sober and not intoxicated with narcotic and/or psychotropic substances or other substances. It shall be prohibited to drive the Vehicle while being sick or tired, if this may pose a threat to road safety. The Lessee must ensure that other persons to whom the Lessee grants the right to temporarily possess and use the Vehicle will observe the requirements for the maintenance and use of the Vehicle provided for in this Agreement. In all cases, the Lessee shall be liable for the actions of the persons to whom the Lessee grants the right to temporarily possess and use the Vehicle, if they violate the requirements of this Agreement.
  - 5.12. The Lessee undertakes to use the Vehicle in accordance with the provisions of this Agreement and to act in a reasonably prudent, responsible and informed manner. When using the Vehicle, the Lessee must comply with the requirements of the Estonian Road Traffic Act and other legal requirements laid down in the legislation of the Republic of Estonia or other EU countries and third countries, if the Vehicle is used outside Estonia.
  - 5.13. If the Vehicle breaks down, warning light signals appear on the dashboard, there are suspicious sounds or safe use of the Vehicle is impaired, the Lessee must immediately discontinue the use of the Vehicle and call the technical maintenance service, inform the Lessor and contact the representative of the manufacturer of the Vehicle and deliver the Vehicle to the technical maintenance and repair service provider authorised by the manufacturer of the Vehicle.
  - 5.14. The Lessee must ensure that the use of the Vehicle must be discontinued if the Vehicle breaks down and its further use is likely to increase the damage or cause a threat to road safety or if further use of the Vehicle is likely to cause more damage to the Vehicle.
  - 5.15. The Lessee shall have no right to use the Vehicle for racing or other sports or competition purposes, to use it for teaching to drive, to use the Vehicle continuously at a maximum load (for carrying heavy goods, etc., except where the Vehicle is for transporting goods), to use the Vehicle for car sharing and/or taxi services, and/or for security and/or courier services, and/or for subscription services and use the Vehicle for the purposes other than it is intended for, and to use the Vehicle for the activities prohibited by legal acts of the Republic of Estonia and of other countries where the Vehicle is used (if applicable). The Lessee must compensate for any loss incurred by the Lessor as a result of the Lessee's unlawful activities or unauthorised use of the Vehicle.
  - 5.16. The Lessee must ensure that the Vehicle would be 100% smoke free and, if any pets are carried in the Vehicle, they must be transported only in special pet containers.
  - 5.17. The Lessee must ensure that when leaving the Vehicle parked even for a short time, the lights and the audio equipment in the Vehicle must be turned off, the windows and the sunroof must be closed, and all locks must be locked.
  - 5.18. The Lessee is aware that the Vehicle is equipped with a Vehicle Telemetry System that provides the Lessor with the Vehicle information as specified in the Agreement and allows the Lessor to disable the unlocking and/or starting of the engine of the Vehicle. The Lessor shall, in line with his legitimate interest and for the



- purpose of fulfilling the obligations of the Parties to the Agreement, have the right to receive data using the telemetry system of the Vehicle during the entire term of the Agreement. The Lessor shall have the right to disable the unlocking and/or starting of the engine of the Vehicle at its discretion in the event of violations of the Agreement provided for in Clause 10.6 of the Agreement.
- 5.19. It shall be strictly prohibited for the Lessee to perform any actions or attempts to read, copy, modify or delete the data of the telemetry system of the Vehicle. The Lessee undertakes to pay the Lessor a penalty indicated in Annex No. 1 within 10 (ten) calendar days of the demand for damage to the Vehicle Telemetry System equipment.
- 5.20. The Lessee, who parks the Vehicle in the paid parking during the period of use of the Vehicle, undertakes to pay for the parking of the Vehicle.
- 5.21. The Lessee must take care of the Vehicle during the Subscription Period – to maintain it clean, regularly wash and clean the outside and inside of the Vehicle. The Lessee shall, upon expiry of the Subscription Period or termination of the Agreement, return the Vehicle to the Lessor professionally cleaned inside and outside on the date of termination of the Agreement. If the Lessee fails to fulfil this obligation, the Lessee must compensate for the Lessor's costs of cleaning the Vehicle.
- 5.22. The Lessor shall have the right to inspect the Vehicle during the Subscription Period and/or the right to request delivery of the Vehicle for inspection. The Lessee may not prevent or object to the Lessor to exercise such right. Upon receipt of the Lessor's instruction to deliver the Vehicle to the place of inspection of the Vehicle specified by the Lessor, the Lessee undertakes to deliver the Vehicle to the place of inspection of the Vehicle specified by the Lessor without undue delay, but not later than within 3 (three) business days.
- 5.23. If the Lessee wishes to apply his/her labels, logos or other signs to the leased Vehicle, he/she must contact the Lessor, send samples of the labels, logos or other signs that he/she wishes to use to the Lessor, to coordinate the use of the labels, logos or other signs and get the Lessor's approval, the issue price of which is specified in Annex No. 1. The Lessee may use the labels, logos or other signs only if the Lessor agrees and approves them. The Lessor shall have the right to prevent the Lessee from using labels, etc. on the Vehicle, if they are contrary to the reputation, rights and legitimate interests of the Lessor or third parties.
- 5.24. When exercising the rights set out in Clause 5.23 above, the Lessee must not damage the Vehicle or violate the rights and legitimate interests of the Lessor, including the reputation, good business practice, and the rights and legitimate interests of third parties. Upon the expiry or termination of this Agreement, the Lessee must return the Vehicle to the Lessor without any labels, logos or other signs on the Vehicle (i.e., to return the Vehicle without defects).
- 5.25. In the event of a violation of the provisions of Clauses 5.23 and 5.24 of the Agreement, the Lessee shall be liable to pay to the Lessor a penalty indicated in Annex No. 1 and shall indemnify the Lessor against all losses incurred by the Lessor not covered by the penalty.
- 5.26. The Lessee must pay the Lessor for the issue of approvals, consents or other confirmations under the conditions set out in this Agreement a fee indicated in Annex No. 1.
- 5.27. The Lessor shall be entitled to charge the Lessee an administration fee indicated in Annex No. 1 for the costs of re-billing the Lessee where such costs are incurred as a result of the Lessee's actions and/or violation of the Agreement.

## **6. RETURN OF THE VEHICLE**

- 6.1. At the end of the Subscription Period due to expiry or at the termination of the Agreement before its expiry, the Lessee undertakes to return the Vehicle to the Lessor not later than on the last day of the Subscription Period.
- 6.2. 5 (five) calendar days prior to the end of the Subscription Period, the Lessee must inform the Lessor by e-mail [info@mybee.ee](mailto:info@mybee.ee) of the planned return of the Vehicle, the time and place of return of the Vehicle. If the Lessee violates the obligation set out in this clause and returns the Vehicle to a place other than the agreed place of return of the Vehicle, a penalty indicated in Annex No.1 shall apply.
- 6.3. When returning the Vehicle to the address referred to in Clause 6.2, the Lessee must check in advance that he/she has not left his/her belongings in the Vehicle. The Lessor shall not be liable for belongings left in the

- Vehicle by the Lessee and/or third parties.
- 6.4. The Lessee must return the Vehicle in the condition which is not worse than that when the Lessee received the Vehicle, taking into account its normal wear and tear. When deciding on the normal wear and tear of the Vehicle, the Lessor and Lessee shall follow the guidelines prepared by the Estonian Leasing Association (ELL) and Estonian Car and Sales Service Association (AMTEL) and published on the website of the Leasing Association at <https://liisingliit.ee/kliendile/juhendid-ja-aktidunder> the title "*Sõiduki kulumi juhend eesti keeles*," (these guidelines are considered an inseparable part of the Agreement). Normal wear and tear shall not include:
- 6.4.1. broken, deformed or otherwise mechanically or thermally damaged parts;
  - 6.4.2. non-functioning appliances and machinery;
  - 6.4.3. body dents, paint layer cracks and heavy scratches (damage to the paint layer down to the primer);
  - 6.4.4. deterioration of the paint layer due to intense washing and/or cleaning of the Vehicle;
  - 6.4.5. repairs carried out to a poor standard and/or defects caused by the repairs;
  - 6.4.6. window cracks;
  - 6.4.7. scratches of the windows resulting from improper use and/or cleaning;
  - 6.4.8. damage to the interior of the Vehicle, e.g. burns or stains on the upholstery of the Vehicle, broken plastic panel parts, trunk lid, window opening handles, etc.
  - 6.4.9. damaged body geometry.
- 6.5. In addition to the cases referred to in Clause 6.4 of the Agreement, the Parties hereby agree that normal wear and tear of the Vehicle shall not include any faults, defects, deformations, damages, scratches, or any other deterioration of the condition of the Vehicle resulting from the Lessee's non-compliance with the terms and conditions of the technical servicing and roadworthiness tests.
- 6.6. The Vehicle shall be returned to the Lessor at the address and time specified in Clause 6.2 of the Agreement upon the signing by the Parties of the Deed of Transfer and Acceptance of the Vehicle. Upon return of the Vehicle, an initial inspection of the Vehicle shall be carried out, during which the Parties shall record the condition of the exterior and interior of the Vehicle by means of photographs and shall draw up and sign an inspection report attached to the Deed of Transfer and Acceptance of the Vehicle. The Lessee shall be obliged to attend the initial inspection of the Vehicle. The Lessee shall return to the Lessor at the time of the initial inspection of the Vehicle the Vehicle's ignition key and/or other accessories of the Vehicle, which have been transferred to the Lessee for use together with the Vehicle.
- 6.7. The Lessee undertakes to compensate for all costs incurred by the Lessor and related to the rectification of the defects of the returned Vehicle in excess of normal wear and tear. The deficiencies of the Vehicle shall be specified in a Vehicle Inspection Report signed by the Parties and attached to the Deed of Transfer and Acceptance of the Vehicle. The amount of damage to the Vehicle shall be determined in accordance with the procedure set out in Section 7 of the Agreement.
- 6.8. If during initial inspection of the Vehicle the Parties do not agree on the defects of the Vehicle, the defects shall be noted by the Parties in the Vehicle Inspection Report signed by the Parties and the Vehicle shall be immediately delivered by the Lessor to the technical maintenance and repair service provider authorised by the manufacturer for the purpose of carrying out an inspection of the Vehicle and for the purpose of submitting a proposal as to the amount of the costs for the rectification of the defects of the Vehicle found. If the Lessee refuses to participate in the initial inspection of the Vehicle, the Lessee shall be deemed to accept the defects in the Vehicle noted by the Lessor at the time of the inspection and agrees to reimburse the Lessor for the costs incurred by the Lessor in rectifying the defects. The Lessee shall have the right (but is not obliged) to participate in the second inspection of the Vehicle at the technical maintenance and repair service provider authorised by the manufacturer of the Vehicle, to the extent permitted by the rules of such service provider. All costs of the inspection of the Vehicle shall be borne by the Lessee, unless the repair service provider identifies a defect of the Vehicle considered as a normal wear and tear, the costs of repair of which shall be borne by the Lessor.
- 6.9. The Parties agree and the Lessee is aware that if, on the date of return of the Vehicle, it is evident that the mileage of the Vehicle, recorded on the date of the last periodic technical maintenance of the Vehicle, exceeds 3/4 (three quarters) of the mileage limit set by the Lessor for the Vehicle until the next periodic

technical maintenance of the Vehicle, the Lessee must compensate the Lessor for the rectification of all Vehicle defects identified during the technical maintenance of the Vehicle within 10 (ten) business days from the date of the Lessor's request. The Lessee is aware that this provision of the Agreement shall apply if the Lessee does not opt for the additional service of "technical maintenance and repair of worn parts" or this service is not included in the service plan.

- 6.10. The Parties hereby agree that in the event that the Lessee has missed and/or failed to have the Vehicle serviced on the date of return of the Vehicle, the Lessee shall be obliged to reimburse the Lessor for the full cost of servicing the Vehicle and to pay to the Lessor a penalty indicated in Annex No. 1 within 10 (ten) calendar days from the date of the Lessor's request.

## **7. LIABILITY OF PARTIES AND THIRD PARTIES, DETERMINATION OF DAMAGE**

- 7.1. The Lessee shall be fully liable for the Vehicle during the term of the Agreement. The Lessee, as the possessor of the Vehicle, shall bear the risk and liability of the possessor of the source of increased danger during the term of the Agreement.
- 7.2. If the Lessee fails to pay or delays payment of the Subscription Fee for more than 21 (twenty-one) calendar days, the Lessor shall have the right to suspend the Lessee's use of the Vehicle with immediate effect as specified in Clause 7.15 of the Agreement. In the event that the Lessee fails to pay the amounts due to the Lessor within 10 (ten) calendar days after having received the Lessor's notice of late payment of the Subscription Fee, the Lessor shall have the right to unilaterally terminate this Agreement.
- 7.3. The Lessee shall be fully responsible for any damage caused by the persons to whom the Lessee has transferred the Vehicle to possess and use temporarily. The Lessee, if the Vehicle is driven by persons who do not have a valid driver's licence in Estonia and/or the European Union, undertakes to pay the Lessor a penalty indicated in Annex No. 1 within 10 (ten) calendar days of the request. The Lessor shall also have the right to immediately suspend the Lessee's use of the Vehicle for an indefinite period of time as set out in Clause 7.15 of the Agreement and to unilaterally terminate the Agreement.
- 7.4. In the event that the Vehicle is damaged or other damage is caused to the Lessor during the period of use of the Vehicle, the Lessee must inform the Lessor in accordance with rules set out in the **Vehicle Insurance and Liability Application Conditions** published on the Website <https://mybee.ee/en/insurance-policy/>, and shall indemnify the Lessor for the amount of the loss caused by such event up to the amount of the deductible (liability) set out in the Special Conditions. When calculating the amount of losses, the deductible (liability) limit is applied to each event separately. If the aforementioned damage to the Lessor does not exceed the amount of the deductible (liability) set out in the Special Conditions, the Lessee shall indemnify the Lessor accordingly for the amount of such damages. The exceptions where the deductible (liability) limit set out in the Special Conditions shall not apply and (or) the Lessee shall indemnify the Lessor against all losses are set out in the Vehicle Insurance and Liability Application Conditions. The Lessee shall not be liable for the faults of the Vehicle that occur during the use of the Vehicle and are the consequence of the previous use or normal wear and tear of the Vehicle, provided that the Lessee notifies the Lessor thereof by telephone without delay and fulfils the instructions provided by the Lessor.
- 7.5. If the Vehicle is destroyed, irreparably damaged or beyond repair during the period of use of the Vehicle, the Lessee undertakes to reimburse 10 (ten) percent of the market value of the Vehicle on the date of damage, except for the exceptions specified in the Conditions of Coverage of Insurance and Liability of the Vehicle, in which case the Lessee shall be obliged to pay the full amount of the damage.
- 7.6. The amount of damage caused to the Vehicle and/or the Lessor during the period of use of the Vehicle (the amount of loss) shall be determined by the Lessor with the assistance of independent certified (licenced) damage assessors and/or other service providers.
- 7.7. The Lessor or a service provider engaged by the Lessor shall carry out an investigation, which may include interviews with the Lessee, with the relevant law enforcement, law and order, medical treatment forensic agencies, organisations with psychoneurological, toxicological, narcotic records, as well as with any other organisation, company or institution. Photographs and/or video recordings shall be taken, as well as expert opinions and investigations where necessary.

- 7.8. If the amount of damage (amount of loss) is determined, the Lessor or a service provider engaged by the Lessor shall inform the Lessee of the amount of damage (amount of loss) determined, which the Lessee shall be obliged to reimburse within 10 (ten) calendar days.
- 7.9. If the Lessee disagrees with the amount of damage (amount of loss) determined by the Lessor or the service provider engaged by the Lessor, the Lessee may, within 7 (seven) calendar days from the date of receipt of the information and/or documents referred to in Clause 7.8 of the Agreement, lodge a reasoned objection by submitting a report on the assessment of the damage, drawn up by a self-appointed, independent, certified (licenced) damage assessor, which complies with the requirements of the legislation of this nature and/or the estimate drawn up by the independent service provider. The documents provided by the Lessee shall be evaluated together with other information collected and prepared by the Lessor and the service provider it has engaged. In the event of any disagreement between the Parties as to the amount of the damage (the amount of the loss), the final conclusion shall be made by a service provider engaged by the Lessor, whose conclusions shall be binding on the Lessor and Lessee. The Lessee shall bear all costs related to the work of an independent damage assessor and/or other service provider hired by himself/herself or other third parties.
- 7.10. The Lessee shall bear the costs of identifying the damage suffered by the Lessor, as well as the costs of any additional investigation or assessment of the damage incurred by the Lessee in the exercise of the rights provided for in Clause 7.9 of the Agreement.
- 7.11. If through the fault of the Lessee, as a result of using the Vehicle or the circumstances arising from any such use, the Vehicle is confiscated, detained or lost or any rights to the Vehicle are restricted, the Lessee must immediately notify the Lessor thereof and, prior to the return of the Vehicle to the Lessor, to fulfil all the obligations under this Agreement relating to the Vehicle. The Lessee must also compensate for any direct losses (within the meaning of § 128(2) of the Estonian Law of Obligations Act) incurred by the Lessor as a result of the circumstances referred to in this Clause.
- 7.12. The Lessee shall assume full liability for the violation of legal acts and the damage incurred by the Lessor and third parties during the term of use of the Vehicle. If the Lessee fails to use the Vehicle properly or otherwise violates this Agreement and the Lessor incurs losses thereof (e.g., liability for damage caused to third parties, damage to the environment caused by the Vehicle, administrative penalties, operating costs, etc.), the Lessee undertakes to fully compensate for any such damage. Where there are legitimate grounds, the information held by the Lessor about the Lessee and/or the person to whom the Lessee has transferred the Vehicle to possess and use temporarily may be provided to public authorities or agencies and/or bailiffs for the purposes of payment and recovery of taxes or penalties.
- 7.13. The Lessee shall assume the liability for the violation of the Estonian Road Traffic Act or other legal acts. In the event that the Lessee violates the Estonian Road Traffic Act or any other legislation, the Lessee undertakes to pay the Lessor an administration fee indicated in Annex No. 1.
- 7.14. If the Subscription Period has expired and has not been extended, where such extension is possible under this Agreement, but the Lessee delays to return the Vehicle for more than 1 (one) calendar day, the Lessee shall pay a double Subscription Fee for each calendar day of delay to return the Vehicle. The Lessor shall also have the right to take the actions set out in Clause 7.15 of the Agreement.
- 7.15. If the Lessee fails to return the Vehicle in the cases provided for in the Agreement and/or delays to pay the Subscription Fee, in order to recover and collect the Vehicle from the Lessee, the Lessor shall have the right to take any necessary measures to collect the Vehicle from the place where it is parked, including using the Vehicle Telemetry System in the Vehicle (e.g. to disable the starting of the engine of the Vehicle), third parties and institutions. For the purpose of this Clause, the Lessor shall have the right to come to the place where the Vehicle is parked and to take any action independently to recover and collect the Vehicle, including but not limited to unlock the Vehicle, enter the Vehicle, transport the Vehicle to the location of the Lessor's choice (by driving the Vehicle or using other means of transport), etc. The Lessee agrees with the above and any other actions taken by the Lessor to recover and collect the Vehicle and confirms that the Lessor will not be obliged to give any prior notice to the Lessee of the intended recovery and collection of the Vehicle (including the actions provided for in this Clause), and that the Lessor shall perform any actions required to recover and collect the Vehicle (including the actions provided for in this Clause) without the participation of the

- Lessee. The Lessee shall be responsible for any absence of the Vehicle or any defects of the Vehicle which are determined at the time of the transfer of the Vehicle and which cannot be considered natural wear and tear of the Vehicle. When the Vehicle is returned to the Lessor as described in this Clause, the Lessee must compensate the Lessor for the loss of the value of the Vehicle through the fault of the Lessee, except if the loss of the value is due to natural wear and tear, and pay all the penalties due for the Vehicle late return, as well as the costs of Vehicle collection, recovery and storage.
- 7.16. If the Lessee fails to return the Vehicle when due, the Lessee shall also be obliged to continue to pay to the Lessor all payments due to the Lessor which would have been due under the Agreement. However, the Lessor's request to make these payments does not mean that the Lessor has renewed the Agreement.
- 7.17. The Parties hereby agree that if the Lessee is more than 10 (ten) days and/or 300 (three hundred) kilometres late in carrying out the servicing of the Vehicle, The Lessor has the right to block the unlocking and/or starting of the Vehicle, initiate the collection of the Vehicle and carry out the servicing of the Vehicle on its own initiative, and the Lessee undertakes, within 10 (ten) calendar days of the Lessor's request, to pay to the Lessor a penalty indicated in Annex No. 1, and to compensate for all other losses incurred by the Lessee to the extent that they are not covered by the penalty. If the Lessee's delay in servicing the Vehicle causes the Lessor to forfeit the warranty on the Vehicle, the Lessee undertakes to pay to the Lessor, within 10 (ten) calendar days of the Lessor's request, a penalty indicated in Annex No. 1 and to compensate the Lessor for any other losses incurred by the Lessor to the extent that such losses are not covered by the penalty.
- 7.18. The Lessor shall not be liable for any loss incurred by the Lessee, including but not limited to the compensation of the Subscription Fee to the Lessee if he cannot use the Vehicle resulting from an accident or other causes directly or indirectly attributable to the Lessor, including where the Lessee has to return the Vehicle to comply with the requirement set out in Clause 2.8 of the Agreement and/or where the Lessor takes actions set out in Clause 7.15 of the Agreement.
- 7.19. Regardless of the cause of the breakdown or loss of the Vehicle, until the Lessee proves that the Vehicle has been lost or damaged through no fault of the Lessee, the Lessee must fulfil the obligations under the Agreement in due time and make all payments, including payment of the Subscription Fee in accordance with this Agreement.
- 7.20. Given that the longer Subscription Period affects the rate of the Subscription Fee (i.e., the longer Subscription Period the Lessee chooses, the lower Monthly Subscription Fee is set in the Special Conditions), the Lessor shall also have the right in addition to other conditions laid down in this Agreement governing the liability of the Lessee – after the termination of the Agreement prior to the expiry of the Subscription Period by the Lessee or the termination of the Agreement by the Lessor on the basis of Clause 10.6 of the Agreement, and other conditions that govern the issues of the Lessee's liability – in accordance with the provisions of Clause 8.2 of the Agreement and the Special Conditions, to recalculate the Subscription Fee payable by the Lessee for the actual time of holding and using the Vehicle calculated prior to the termination of the Agreement and require from the Lessee to compensate for the difference in the Subscription Fee. If the Lessee terminates the Agreement before the expiry of the Minimum Subscription Period or Minimum extended Subscription Period, or the Lessor terminates the Agreement on the basis of Clause 10.6 of the Agreement before the expiry of this period, the Lessee must pay the remaining and outstanding amount of the Subscription Fee of the Vehicle due for the Minimum Subscription Period or Minimum extended Subscription Period. The Lessee is aware that, under the circumstances provided for in this Agreement, the difference in the amount of the Subscription Fee payable by the Lessee to the Lessor is reduced by the remaining amount of the Initial Subscription Payment paid by the Lessee. If the remaining amount of the Initial Subscription Payment exceeds the difference payable by the Lessee to the Lessor and the difference of any other amounts due under the Agreement, the balance of the Initial Subscription Payment shall be refunded to the Lessee.
- 7.21. The Lessor shall be liable for the fulfilment of its obligations under the Agreement and must compensate the Lessee for the direct loss caused by improper fulfilment of obligations by the Lessor. In any case the compensation cannot be more than the Subscription Fee paid by the Lessee for the month preceding the month when the Lessor violated the Agreement. The Parties hereby agree or the authorities in charge establish that the amount of the compensation must be included in the next invoice, debited against future



payments or settled in any other legally acceptable manner. The Lessor shall not be liable for any indirect losses.

- 7.22. All and any penalties provided for in the Agreement shall be considered to be minimal loss incurred by the Parties that requires no proof. The payment of penalties (fines or interest on arrears) shall not exempt the Lessee from the obligation to compensate for any other damage incurred by the Lessor not covered by the penalty. In any event, the application of the penalties provided for in the Agreement does not exempt the Lessee from the fulfilment of his/her obligations.
- 7.23. The Parties hereby agree that if the Lessee violates, defaults or in any way fails to perform its obligations or duties under this Agreement, then the Lessor may, in its sole discretion, treat any such event as a violation, default or failure to perform under any or all other agreements or arrangements that the Parties have. Accordingly, the Lessor may then exercise at its sole option any and all of its rights or remedies provided for in the Agreement or said other agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lessor, as if the Lessee had suffered a violation, default or failure to perform under the said other agreements.
- 7.24. The Lessor may submit claims against the Lessee for compensation for alteration or deterioration (including damaging and destroying) of a Vehicle within 9 (nine) months as of the Vehicle is returned to the Lessor.

## **8. PAYMENT**

- 8.1. The Lessee shall pay the Lessor the Monthly Subscription Fee in accordance with the Special Conditions of the Agreement.
- 8.2. The Lessee is informed that the amount of the Subscription Fee also depends on the length of the Subscription Period and is divided into levels, which depend on the Subscription Term and are set out on the Website and, upon conclusion of the Agreement, in the Special Conditions.
- 8.3. Calculation of the Subscription Fee starts from the moment Lessee has fulfilled all Preconditions as specified in Clause 3.9 of the Agreement and shall be calculated during the entire Subscription Period until the expiry of the Subscription Period set in the Special Conditions of the Agreement and, if the Lessee fails to return the Vehicle in due time, until the date of actual return of the Vehicle.
- 8.4. The Lessee undertakes to pay the fee for conclusion of the Agreement and make the Initial Subscription Payment to the Lessor as specified in Clause 3.7 of the Agreement.
- 8.5. The Monthly Subscription Fee shall be calculated depending on the amount of the Initial Subscription Payment selected by the Lessee, i.e. the Monthly Subscription Fee shall be reduced by the proportionate part of the Initial Subscription Payment, which shall be calculated by taking the amount of the Initial Subscription Payment paid by the Lessee and dividing it by the number of months of the Subscription Period selected by the Lessee (hereinafter referred to as the **Portion of the Initial Subscription Payment**).
- 8.6. On the last day when each Monthly Subscription Fee is due, the Lessor shall set off the Portion of the Initial Subscription Payment against the difference between the amount of the Subscription Fee payable for the month and the Monthly Subscription Fee.
- 8.7. The Lessee undertakes to pay each Monthly Subscription Fee for the current month within 10 (ten) calendar days of the issuance of the VAT invoice. The Lessor shall issue and submit to the Lessee a VAT invoice for the current month on the first calendar day of each month. If the Lessee does not receive an invoice, this shall not exempt him/her from paying the Subscription Fee on the date set out in this provision.
- 8.8. The Monthly Subscription Fee shall be automatically debited from the Lessee's bank card provided in the Account or, alternatively, may be paid by bank transfer to the Lessor's bank account specified in the Special Conditions.
- 8.9. If the Lessee does not receive a VAT invoice by e-mail before the specified payment term, the Lessee undertakes to contact the Lessor regarding the invoice.
- 8.10. Upon receipt of the VAT invoice, the Lessee shall be obliged to check within 5 (five) calendar days from the date of issuance of the VAT invoice whether the data specified in the invoice is correct and to inform the Lessor of any discrepancies in the invoice by e-mail [info@mybee.ee](mailto:info@mybee.ee). The Lessee must submit any claims relating to the information on the VAT invoice within 5 (five) calendar days from the date of the issuance of

- the VAT invoice. If the Lessee does not submit any claims within the above-mentioned period, the Lessee shall be deemed to accept the submitted VAT invoice.
- 8.11. If the Lessee wishes that the issued VAT invoice be rewritten or corrected through no fault of the Lessor (e.g., the Lessee has indicated incorrect details), an additional fee indicated in Annex No. 1 will be charged for rewriting or correcting the invoice.
- 8.12. For each late payment under this Agreement, the Lessee undertakes to pay to the Lessor interest on arrears in the amount of 0.05 (five hundredths) percent of the unpaid amount. The Lessee also undertakes to pay the Lessor the debt reminder administration fee indicated in Annex No. 1 for each debt notification sent to the Lessee.
- 8.13. The Lessee undertakes to pay the forfeiture (penalties and interest on arrears) and damages to the Lessor not later than within 10 (ten) calendar days of the Lessor's demand (a sufficient demand shall be deemed to be the submission of a written demand or an invoice to the Lessee by e-mail), unless a different term is specified in the specific provisions of the Agreement or in the request of the Lessor.
- 8.14. The Lessor shall have the right to unilaterally set off the amounts of penalties and damages provided for in this article of the Agreement against any payments received from the Lessee, including the Initial Subscription Payment made by the Lessee as specified in Clause 3.7 of this Agreement.
- 8.15. If the Lessee fails to fulfil his/her financial obligations under this Agreement and within 30 (thirty) calendar days fails to rectify the violation after the notice to this extent, the Lessor shall, in accordance with the purpose and legitimate interest of the Agreement and seeking to defend its rights and legitimate interests, have the right to transfer the documents supporting the Lessee's debts and arrears to the competent institutions or agencies, including debt recovery services, administrators of data on debtors, lawyers, and public authorities or agencies.
- 8.16. Any and all payments, fees, penalties, charges or amounts indicated in the Agreement and other related documents are VAT-inclusive (if and where applicable), unless clearly indicated otherwise.

## **9. PROVISIONS CONCERNING THE PROCESSING OF PERSONAL DATA**

- 9.1. The Lessor undertakes to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the GDPR), the provisions of the national laws on the legal protection of personal data, and the provisions of any other legislation regulating the protection of personal data in the processing of the personal data.
- 9.2. The Lessee is aware and agrees that in order to receive the services provided by the Lessor, the Lessee is required to create an Account and to provide the personal data requested during registration. The Lessor shall not use alternative means of collecting personal data, given the nature of the services provided, the remote provision of services and the technology used. If the user does not agree to create an Account and/or to provide the requested personal data in the manner specified, the services shall not be provided.
- 9.3. The Lessee is aware that the Lessor is entitled to collect, process and use the Lessee's personal data provided at the time of registration, the data generated during the use of the service and the data of the Vehicle itself (including detailed GPS location data of the Vehicle) to the extent necessary for the purposes of the performance of the Agreement, for the purposes of protection of the Company's rights and interests, and/or for the detection of violations and other crimes (the more detailed purposes of the processing are set out in the Privacy Policy of the Lessor).
- 9.4. The Lessor shall provide transparent and detailed information on how it collects and processes Lessees' personal data in its Privacy Policy. The Lessee is advised to carefully read and regularly check the purposes, legal grounds, scope and other information regarding the processing of the personal data provided by the Lessee at the time of registration and the personal data generated in the course of the provision of the service, which can be found in the most up-to-date Privacy Policy of the Lessor at: <https://mybee.ee/en/privaatsuspoliitika/>.

- 9.5. The Lessee is aware that the Vehicle is equipped with the Vehicle Telemetry System, which provides the Lessee with the information about the Vehicle as specified in the Agreement and the Privacy Policy and allows the Lessor to disable the unlocking and/or starting of the engine of the Vehicle.
- 9.6. Information held by the Lessor about the Lessee, the Lessee's employee and/or any other person to whom the Lessee has given temporary possession and use of the Vehicle may be passed on to the police, state authorities or bodies and/or bailiffs, other persons and/or competent authorities for the purpose of detecting violations, investigations, the payment and recovery of taxes and/or fines and for any other legitimate purpose on a sufficient lawful ground.
- 9.7. The Lessor shall have the right to contact the Lessee by telephone, via the Account and/or by e-mail in the event of important notifications regarding changes to the Agreement and/or for other specific reasons related to the provision of the service and/or the exercise of the rights and obligations under the Agreement.
- 9.6. The Lessor may, with the consent of the Lessee, send general and/or personal offers (including affiliate offers), Benefits, and other information about the services provided which are classified as direct marketing offers. The Lessee shall have the right to unsubscribe from direct marketing messages at any time and easily via the Account Settings (in the Offer Subscriptions section) or by clicking on the unsubscribe link in the newsletters sent thereto.
- 9.7. In addition to the registration data (i.e. gender, date of birth, address, etc.), the Lessor shall also process data on the use of the services (i.e. amounts spent on the services, frequency of use of the service, ordering of additional services, etc.) for the purpose of administering the Benefits provided to the Lessee, i.e. various discounts, personal offers, vouchers, incentives. Accordingly, the Lessor shall use automated analysis of personal data and profiling of the Lessees' personal data in order to provide the most relevant Benefit to the Lessee. This automated decision-making and/or profiling shall not have any impact on the provision of the Services and/or any other legally or similarly significant impact on the Lessee itself.
- 9.8. The use of the personal data of the Lessee's employee for purposes other than the conclusion and performance of the Agreement shall be the full responsibility of the Lessee. During the performance of the Agreement, the Lessee shall have access to the personal data of the employees registered in the Lessee's Account and to the data (including historical data) in the employee's Account (e.g., data related to the use of the Services by the employee, GPS data of trips, etc.). In such cases, the Lessee shall process the personal data and act as a data controller of its employees, representatives and other persons. The Company shall not be responsible for the processing of such personal data and such processing operations shall not be covered by the Privacy Policy of the Company.
- 9.9. The Lessee undertakes to inform all persons who are granted the right to use the Vehicle on behalf of the Lessee of the conditions of the processing of personal data in this Agreement in accordance with the conditions set out in this Agreement.
- 9.10. If the Lessee and/or an employee of the Lessee has any questions or complaints regarding the processing of personal data, in order to exercise his/her rights as a data subject, he/she may contact the Lessor at the contact details indicated on the Website. The Lessee may also contact the State Data Protection Inspectorate if he/she has a complaint.

## **10. EXPIRY AND TERMINATION OF THE AGREEMENT**

- 10.1. The Agreement shall expire on the expiry of the Subscription Period and the Lessee (natural person or legal entity) does not renew the Agreement, where the Agreement can be extended.
- 10.2. In the event of the death of the Lessee, the Agreement shall be deemed terminated and the Lessor shall have the right to collect the Vehicle at any time without additional legal procedures from the moment of the Lessee's death and/or from the moment when the information about the Lessee's death becomes known to the Lessor, and use the Vehicle at the Lessor's discretion.
- 10.3. The Agreement may be extended or terminated early by mutual agreement between the Parties. The Lessee wishing to extend or unilaterally terminate the Agreement early must notify the Lessor at least 30 (thirty) calendar days in advance by e-mail to [info@mybee.ee](mailto:info@mybee.ee).

- 10.4. If the Lessee notifies of his/her wish to extend the Agreement and the Lessor agrees (but is not obliged) to extend the Agreement with the Lessee, the Parties shall conclude an agreement for extending the Agreement, which shall become an inseparable part of this Agreement. After the Parties conclude the agreement regarding the extension of the Agreement, the Lessee must pay the Lessor the administration fee for the extension of the Agreement in the amount indicated in Annex No. 1. If the Lessee does not wish to extend the Agreement upon the expiry of the Subscription Period stipulated in the Agreement and not later than on the last day of the Subscription Period returns the Vehicle to the Lessor, the Agreement shall be deemed to have expired. Upon termination of the Agreement in accordance with the procedure set out in this Clause, the mileage limitation shall also be recalculated as set out in Clause 5.5 of the Agreement.
- 10.5. Since longer Subscription Period affects the amount of the Subscription Fee payable by the Lessee, if the Lessee terminates the Agreement before the expiry of the Subscription Period stipulated in the Agreement (including termination of the extended Agreement prior to the expiry of the Subscription Period stipulated in the extended Agreement), the Lessor shall have the right, subject to the provisions of Clause 8.2 of the Agreement and the Special Conditions, to recalculate the Subscription Fee payable by the Lessee for the actual term of possessing and using the Vehicle before the termination of the Agreement, and to require the Lessee to pay the difference in the amount of the Subscription Fee and pay the Lessor the administration fee for the termination of the Agreement in the amount indicated in Annex No. 1.
- 10.6. The Lessor shall have the right to terminate this Agreement unilaterally before its expiry, if at least one of the following events occurs, each of which is considered to be a material violation of the Agreement, provided the Lessee does not rectify any such violation within the timeframe specified in the Lessor's written request (if, in the light of specific circumstances, the Lessor considers it to be possible):
- 10.6.1. The Lessee fails to pay any amount due under the Agreement for more than 21 (twenty-one) calendar days from the relevant payment date and fails to pay the amounts due to the Lessor within 10 (ten) calendar days after having received a notice to pay the amounts due;
  - 10.6.2. The Lessee fails to execute or fails to execute properly any other agreements or any other arrangements with the Lessor or creditors, including if the Lessee fails to fulfil or fails to properly fulfil his/her obligations under guarantees and fails to fulfil them 20 (twenty) calendar days after the Lessor's request to rectify the violation; or fails to fulfil or fails to properly fulfil his/her payment or other obligations to creditors which have arisen on other legitimate grounds. Failure to pay another creditor shall be considered the basis for the termination of the Agreement only if the Lessor considers that such non-payment will jeopardize the performance or proper performance of the Lessee's obligations under this Agreement;
  - 10.6.3. The Lessee has provided the Lessor with information or documents containing incomplete, unlawful or inaccurate information necessary for the conclusion of the Agreement or has supplied such incomplete, unlawful or inaccurate information in the course of the performance of the Agreement;
  - 10.6.4. The actions/omissions of the Lessee significantly reduce the value of the Vehicle and this significant reduction in the value of the Vehicle exceeds the natural wear and tear of the Vehicle;
  - 10.6.5. Bankruptcy proceedings are initiated against the Lessee, the Lessee is being liquidated, or a request is filed with the court regarding the restructuring of the Lessee or the debt; the Lessee is being reorganised (including by way of merger or demerger), majority of the Lessee's assets are to be disposed of, or the Lessee (legal entity) is otherwise considered to have been wound up or in the event of the Lessee's death;
  - 10.6.6. The Lessor has reasonable grounds to suspect that the Vehicle or the Lessor's right to the Vehicle is under risk;
  - 10.6.7. The Lessee fails to comply with the requirements of the Lessor's rules for the use (operation), maintenance, including roadworthiness testing, servicing and repair of the Vehicle;
  - 10.6.8. The Lessee violates and does not fulfil his/her obligations under the Agreement, avoids performance of contractual obligations, and does not respond to repeated reminders and warnings from the Lessor to comply with the conditions of the Agreement, and fails to rectify the violation within 3 (three) calendar days of the Lessor's notification of the violation;

- 10.6.9. A certain event or events take place which, based on the reasonable opinion of the Lessor, may have a significant adverse effect on the financial condition of the Lessee or threaten the Lessee's ability to fulfil the obligations arising from this Agreement;
- 10.6.10. The Lessee enters into agreements or other arrangements which encumber the Lessor's right to the Vehicle;
- 10.6.11. The Lessee does not allow to inspect or assess the Vehicle;
- 10.6.12. The Vehicle's Telemetry System is dismantled or disconnected without the consent of the Lessor.
- 10.7. On the grounds specified in Clause 10.6 above, the Lessor shall have the right to disable the unlocking and/or starting of the engine of the Vehicle (via the Vehicle Telemetry System) at the Lessor's discretion. The unlocking and/or starting of the engine of the Vehicle may be disabled until the violation is rectified or the Vehicle is returned to the Lessor. If the Lessor terminates the Agreement in the event of any cases specified in Clause 10.6, the Lessee must pay the Lessor a penalty indicated in Annex No. 1 and the administration fee for the termination of the Agreement.
- 10.8. The Agreement shall be deemed terminated as from the date of termination specified in the written notice referred to in Clause 10.6 of the Agreement, but not earlier than 1 (one) business day after the date of dispatch of the notice. If, before the date of termination of the Agreement, the violation is rectified, the Agreement shall remain in force if the Lessor agrees to it.
- 10.9. In the event of termination of the Agreement on any of the grounds set out in Clause 10.6 of the Agreement, the Lessor shall, in accordance with the conditions of Clause 7.20 of the Agreement, carry out a recalculation of the price of the Subscription Fee to be paid by the Lessee to the Lessor. The Lessee must also pay the Lessor all charges, direct and indirect losses, and penalties, if the Lessor incurred losses and/or conditions for payment of the penalties have arisen.
- 10.10. In the event that the Agreement with the Lessee is terminated on any of the grounds set out in Clause 10.6 of the Agreement, the Lessor shall have the right, in its sole and absolute discretion, to block and/or disable (deactivate) the Lessee's personal Account, to limit the Lessee's ability to, or to restrict or prohibit the Lessee's ability to enter into future Motor Vehicle Subscription Agreements with the Lessor and to use the services for a period of time specified by the Lessor. The duration of measures provided for in this Clause shall be up to 10 years, save for exceptional cases (e.g., drunk driving or driving under the influence of substances affecting the mental state, etc.), where the Lessor may, at his/her own discretion, apply a longer period of application of such measures. For the entire period specified in this Clause, the Lessee shall be prohibited from: (i) accessing and using the Lessor services; (ii) opening and creating new Accounts on the Website; (iii) attempting to circumvent or evade this prohibition by any means; (iv) creating Accounts on the Website in the name of another person, using other persons' Accounts, etc.
- 10.11. The Lessee shall have the right to terminate the Agreement unilaterally for any reason before its expiry, by giving the Lessor 30 (thirty) calendar days' notice thereof. In such a case, until expiry of the Agreement, the Lessee must pay the amount of the Subscription Fee recalculated in accordance with the conditions laid down in Clause 7.21 of the Agreement, the administrative fee for the termination of the Agreement indicated in Annex No. 1, any applicable penalties (if any), as well as compensate all losses suffered by the Lessor under this Agreement, to the extent they are not covered by the said fees and penalties.
- 10.12. After the termination of the Agreement on the grounds provided therein, the Lessor shall have the right to unilaterally set off all amounts due and arrears under the Agreement, penalties and losses against any amounts received from the Lessee, including the Initial Subscription Payment made by the Lessee as specified in Clause 3.7 of the Agreement.
- 10.13. In the event of termination of the Agreement on the basis of Clause 10.6 of the Agreement, the Lessee shall, no later than the date of termination of the Agreement, return the Vehicle to the Lessor in a timely and proper manner, as set out in Section 6 of the Agreement.

## **11. FORCE MAJEURE**

- 11.1. The Party shall be exempted from liability for failure to fulfil its obligations under the Agreement, if the obligations are not fulfilled due to the force majeure circumstances, which are beyond the Party's control or



which could not have been reasonably foreseen at the time of the conclusion of the Agreement and the consequences of which could not have been prevented. The violation of the obligations by the Party due to the lack of financial resources, due to COVID-19 or flu pandemic/epidemic, or the violation of contractual obligations by their contractors shall not be deemed to be the force majeure circumstances.

- 11.2. If the circumstances due to which it is impossible to execute the Agreement are temporary, the Party may be exempted from liability for a period which is reasonable in view of the effects of those circumstances on the performance of the Agreement.
- 11.3. The Party which fails to perform under the Agreement must notify the other Party of the occurrence of the force majeure circumstances and their impact on the execution of the Agreement. If the other Party does not receive such notification within a reasonable time after the non-performing Party has become aware or should have been aware of such circumstances, the non-performing Party must compensate for any loss resulting from failure to notify.
- 11.4. The force majeure circumstances do not prevent the Lessor from terminating and/or suspending the Agreement, claiming payment of the Subscription Fee, interest and/or requesting to return the Vehicle.
- 11.5. If the force majeure circumstances last for more than 1 (one) month, any Party has the right to terminate the Agreement unilaterally, without recourse to court. Termination of the Agreement shall not release the Parties from the fulfilment of obligations that arose before the termination of the Agreement.

## **12. FINAL PROVISIONS**

- 12.1. This Agreement shall enter into force at the time set out in Clause 3.6 of the Agreement and shall remain in force until the expiry of the Subscription Period or until the Agreement is terminated on the grounds set out in this Agreement.
- 12.2. All amendments, supplements and annexes to this Agreement shall be valid only if in writing and duly signed by the Parties, except as provided in Clause 12.4 of the Agreement. If there are the circumstances stipulated in Clause 2.8 of the Agreement – the owner of the Vehicle is a third party – financier, Clauses 2.1, 4.1, 4.5 and this Clause cannot be amended and/or supplemented by the Parties without the prior consent of the third party – financier. The Lessor shall be exclusively responsible for obtaining any such consent and confirming the receipt.
- 12.3. Upon the expiration or termination of the Agreement for any reason, all rights and obligations of the Parties under the Agreement shall cease, except the provisions of Clauses 6.9, 12.7, and Sections 9, 10 which shall survive. In addition, the provisions of this Agreement, which by implication are intended to survive termination or expiration of the entire Agreement or a part thereof shall also survive termination or expiration of the Agreement and shall continue to bind both Parties.
- 12.4. The Lessor shall have the right to unilaterally amend, supplement or change the General Conditions in the following cases, which shall be deemed as legitimate reasons for such purposes:
  - 12.4.1. as provided in the legal acts;
  - 12.4.2. as may be required by virtue of amendments in legal acts, case-law or decisions of competent authorities;
  - 12.4.3. as may be caused by developments in a certain field or in certain Vehicle Subscription service, incl. discontinuance of technical solutions, improvement of customer experience and quality of the services provided by the Lessor, changes in the business environment, business processes, costs, other relevant business parameters pertaining to the services provided by the Lessor;
  - 12.4.4. as may be caused by the need to update certain processes, solutions or tools pertaining to provision of the Vehicle Subscription service;
  - 12.4.5. as may be caused or required by any other similar circumstances or reasons of objective nature.
- 12.5. The Lessor shall notify the Lessee about the amendments, supplements and additions to the General Conditions at least 30 (thirty) calendar days in advance.
- 12.6. The Lessee shall have the right to terminate the Agreement if the amendments, supplements and additions to the General Conditions have a material adverse effect on the Lessee, on the use of the Vehicle Subscription service or on the availability of the Vehicle Subscription service, or otherwise impose a material

- undesirable financial burden on the Lessee. In such a case, the Lessee shall have the right to terminate the Agreement within 30 (thirty) calendar days of receipt of the notice on amendments, supplements, and additions to the General Conditions or of the date on which the Lessor modified the Vehicle Subscription service, whichever is later.
- 12.7. The information contained in the Agreement, relating to it, and all information disclosed in the course of the execution of this Agreement, whether knowingly or accidentally, is confidential. Each Party may disclose this information to third parties only to the extent necessary for proper execution of this Agreement and only with prior written consent of the other Party, except where the information is required by public authorities entitled to receive it under laws or regulations.
- 12.8. The Lessor shall have the right to unilaterally assign all rights and obligations arising from this Agreement to a third party by informing the Lessee thereof in writing. The Lessee may not assign or transfer in any way this Agreement or any rights and obligation in relation thereto.
- 12.9. If any provision of the Agreement becomes contrary to the laws or other legal acts of the Republic of Lithuania or becomes invalid, this shall not affect the validity of other provisions of the Agreement. The Parties undertake to amend the provision of the Agreement, which is contrary to the laws of the Republic of Lithuania or other legal acts or is invalid with another provision compatible with legal acts and valid, which in its legal and economic significance would be as close as possible to the provision which is contrary to the law or invalid.
- 12.10. Any and all notices, consents and other communications that a Party may give under this Agreement shall be deemed to be valid if personally delivered to the other Party against the acknowledgement of receipt and/or sent by registered mail, fax, e-mail to the addresses set out in the Special Conditions of the Agreement, provided through the Account. The notifications shall be considered to have been served in person on the day when they are delivered; notifications sent by registered mail shall be considered to have been served on the 5 (fifth) business day following the date of dispatch, unless they are actually served earlier and a document confirming receipt is obtained; notifications sent by fax or e-mail shall be considered to have been served on the day when they are sent if they are sent on a business day before 17:00, otherwise the notification shall be deemed to have been received on the first business day following the dispatch; notifications sent via the Account, the notification shall be deemed to have been received on the day of dispatch of the notification.
- 12.11. The contact addresses of the Parties shall be set out in the Special Conditions of the Agreement. The Lessee shall also notify the Lessor not later than within 3 (three) calendar days of any events or circumstances that may affect proper performance of the obligations under the Agreement, including, but not limited to the cases where the Lessee is declared bankrupt, is reorganised, liquidated, any other procedures are initiated, on the basis of which creditors seek recovery against the Lessee. If a Party fails to comply with these requirements, it shall bear the adverse consequences resulting from such failure. The Lessee shall also notify the Lessor no later than within 3 (three) calendar days of any events or circumstances that may affect the proper performance of its obligations under the Agreement, including, but not limited to, cases where the Lessee has been declared bankrupt, has been reorganised, is being wound up, is under liquidation, or is the subject of any other proceeding in respect of which the creditors are seeking to collect debts owed to the Lessee.
- 12.12. If there are contradictions between the General Conditions and the provisions of the Special Conditions and the Annexes to the Special Conditions, the provisions of the Special Conditions and the Annexes to the Special Conditions shall prevail.
- 12.13. Any claims of the Lessee (Consumer) regarding the Vehicle subscription must be made no later than within 3 (three) months from the date Lessee (Consumer) becomes (should have become) aware about the improperly provided Vehicle subscription services. The Lessor will strive to respond to the Lessee's (Consumer's) claim as soon as possible, but no later than within 14 (fourteen) calendar days from the date of receipt of the claim. If the Lessor does not satisfy the Lessee's (Consumer's) claim or satisfies it only partially, the Lessee (Consumer) has the right to apply to the national consumer rights protection institution - the Consumer Protection and Technical Regulatory Authority (<https://www.ttja.ee/requests> or complaints can be sent at the e-mail address: [info@ttja.ee](mailto:info@ttja.ee)). This provision in no way limits the right of the Lessee (Consumer) to address a competent court for defense of his rights.

- 12.14. Any claims of the Lessee (legal entity) regarding the Vehicle subscription must be made to the Lessor no later than within 30 (thirty) days from the date Lessee (legal entity) becomes (should have become) aware about the improperly provided Vehicle subscription services. The Lessor will seek to respond to the Lessee's (legal entity's) claim as soon as possible, but no later than within 14 (fourteen) calendar days from the date of receipt of the claim.
- 12.15. All disputes and disagreements between the parties shall be settled in a competent court of the Republic of Estonia. Agreement shall be interpreted and applied in accordance with law of the Republic of Estonia.

The General Conditions have been updated and are valid from 1 May 2025. For Agreements concluded before 1 May 2025, these General Conditions are valid from 1 June 2025.

**List of additional fees and penalties**

<b>Additional fees</b>	<b>Size</b>
Fee for issuing a permit to leave the territory of the European Union	30 EUR
Fee for issuing a permit to cover the Vehicle with stickers, merchandise or other signs	30 EUR
Fee for rewriting or adjusting VAT invoices	15 EUR
Debt reminder administration fee	20 EUR
Fee for administration of violation of road traffic rules or other legal acts and overwriting of expenses (invoices)	20 EUR
Fee for exceeding the monthly mileage limit or the total mileage limit during the Subscription term	0.15 EUR per kilometre
Agreement termination administration fee	150 EUR
Agreement extension administration fee	150 EUR
Agreement amendment administration fee	150 EUR
<b>Penalties</b>	<b>Size</b>
Penalty for returning the Vehicle not to the agreed place of return of the Vehicle	50 EUR
Penalty for failure to return the Vehicle to the territory of the Republic of Estonia 3 (three) months after departure from the territory of the Republic of Estonia	300 EUR
Penalty for failure to perform maintenance of the Vehicle for more than 10 days and/or 300 km	300 EUR
Penalty for damage to the equipment of the Vehicle's telemetry system	1 000 EUR
Penalty for transferring a Vehicle to be driven by person who does not have a driving license valid in the Republic of Estonia and/or the European Union	300 EUR
Penalty for covering the Vehicle with stickers, merchandise or other signs without permission and/or return of the Vehicle with stickers, merchandise or other signs	500 EUR

Termination of the Agreement on the initiative of the Lessor due to one of the reasons specified in Clause 10.6 of the Agreement	4-month subscription fee
Penalty for loss of warranty granted to the Vehicle due to the fault of the Lessee	15 percent of the Vehicle acquisition value