

1. Parties to the Agreement:

Lessor:	Lessee:
SLYFOX SIA	Name, Surname
40203025969	Personal code
LV40203025969	Date of Birth
Meža prospekts 15, Jūrmala, LV-2010	Address
Vladimirs Reskājs, Valdes loceklis	Phone No
+(371) 27 33 27 33	Mobile
LV29RIKO0000084839857	Email
Luminor Bank AS Latvijas filiāle	
RIKOLV2X	

2. Definitions

- 2.1 Lessee – legally capable natural person indicated in the vehicle lease and services agreement (hereinafter – Agreement), 21 year old and possessing a valid category B driver’s license held for a minimum of 2 (two) years. Each time, when the Lessee registers with the vehicle search, reservation, use and payment services system (hereinafter - Mobile Application) and begins to use a fuel propelled vehicle (hereinafter – Vehicle), he/she unconditionally confirms by the respective action, that he/she has the right to use the Vehicle under the conditions indicated in the Agreement and the terms and conditions for lease and provision of services (hereinafter - Terms and Conditions).
- 2.2 Lessor – a Party to this Agreement, indicated hereto as the Lessor.
- 2.3 Parties – collectively the Lessor and the Lessee; each of them separately as the Party, when avoiding distinguishing one of them.
- 2.4 Agreement – this Vehicle lease and services Agreement, concluded between the Lessor and the Lessee, containing the conditions of this Agreement, the Terms and Conditions (Appendix A), List of Penalties (Appendix B).
- 2.5 Terms and Conditions – Terms and Conditions regarding lease and provision of the car sharing services (hereinafter - Services), which are confirmed by the Lessee by concluding this Agreement and which are an inseparable part of the Agreement indicated in the Appendix A.
- 2.6 Vehicle – a fuel propelled Vehicle, which is provided by the Lessor to the Lessee for use, in accordance with the procedure and terms indicated in the Agreement and the Terms and Conditions.
- 2.7 Vehicle Use Period – period of time from the Vehicle unlocking by the Lessee selecting command “Begin a Ride” on the screen of smartphone by using the Mobile Application of the Lessor, until returning the Vehicle to the location specified in the Terms and Conditions and selecting command “Finish Ride” on the screen of a smartphone by using the Mobile Application of the Lessor.

Maximum term of one lease period is 24 hours or according to the selected tariff in the Mobile Application.

- 2.8 Vehicle System – an electronic system installed in the Vehicle, recording and delivering to the Lessor the location of the Vehicle, distance covered by the Vehicle, Vehicle Use Period, as well as other data in relation to the Vehicle and its use.
- 2.9 List of Penalties - List of Penalties for improper performance or failure to perform the Agreement (including, but not limited to the Terms and Conditions) indicated in the Appendix B.
- 2.10 Business Hours – business hours of the Lessor, i.e. time period from 9 AM to 5 PM Latvian time, from Monday to Friday, except for the public holidays, provided in the legal acts of the Republic of Latvia, as well as other exceptions indicated in the legal acts of the Republic of Latvia.
- 2.11 Price List – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Mobile Application.
- 2.12 Mobile Application – Vehicle search, reservation, use, payment and other services system owned by the Lessor, which is managed by a smartphone. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- 2.13 Services – a car sharing Service provided by the Lessor, that include the Vehicle maintenance (major, current repairs, technical service) services, compulsory insurance against civil liability for the Vehicle’s holder and Vehicle insurance (CASCO), all other materials necessary for the exploitation of the Vehicle (e.g. fuel, oil, windscreen washing fluid).
- 2.14 Site - Vehicle parking place where the Lessee receives the Vehicle and returns it. The Site list is available here: www.carguru.lv/lv/parkinglist . The Lessor is entitled to unilaterally update the Site list at any time, informing the Lessee in the Mobile Application about any amendments to the Site list. Due to this reason, the Lessee is encouraged to get acquainted with the Site list when parking the Vehicle.
- 2.15 Home area - is a city within the boundaries of which the Vehicle can be leased and returned. Home areas in this Agreement are Riga, Airport “Riga” and Jurmala.
- 2.16 Lease Fee – is a fee that the Lessee pays to the Lessor for the Services in accordance with the Price list and the selected tariff in the Mobile Application.

3. Subject Matter of the Agreement

- 3.1 Under this Agreement, the Lessor undertakes to provide the Lessee with the right to temporarily use the Vehicle, and the Lessee undertakes to use the Vehicle in accordance with the Agreement and Terms and Conditions, as well

as to pay the Lease fee. Maximum term of one lease period is 24 hours or according to the selected tariff in the Mobile Application.

- 3.2 Upon concluding this Agreement via Mobile Application, the Lessor confirms the Lessee's login number (mobile phone number) to the Mobile Application. The Lessee shall protect login number and passwords' data of the Mobile Application and shall immediately inform the Lessor if the data are lost or changed. The Lessee shall be responsible for security of such data.
- 3.3 Vehicle reservation management procedure, Vehicle use procedure, Vehicle inspection conditions, Vehicle defects and incompatibilities conditions and other conditions related to the lease of the Vehicle and the Services are provided in the Terms and Conditions, which are an inseparable part of this Agreement and are published in the Mobile Application.
- 3.4 After concluding the Agreement, the Lessee is entitled to perform operations in relation to reservation of the Vehicle by using the Mobile Application. This Agreement shall be considered as arrangement between the Lessor and the Lessee, evidencing that the Lessor's and the Lessee's actions performed by using the Mobile Application, shall have the same legal effect as the signature on written documents and shall be a permissible evidence in the court or any other disputes settling institution.
- 3.5 Every Vehicle has a Vehicle ignition key, Vehicle registration certificate, agreement on insurance, insurance rules and the Circle K fuel card.
- 3.6. Before starting to drive the Vehicle or starting the engine of the Vehicle, the Lessee must inspect the Vehicle and check if there are no detectable faults, externally visible or otherwise detectable irregularities or absence of attachments of the Vehicle indicated in Section 3.5, and if such are determined, the Lessee shall immediately inform the Lessor under the procedure determined in the Terms and Conditions. Otherwise, it shall be considered that the faults and irregularities have occurred during the period, when the Lessee was using the Vehicle and the Lessee shall take the responsibility for such faults and irregularities.
- 3.7. During the Vehicle Use Period, the Lessee can park the Vehicle in any permitted public parking site in accordance with the Road Traffic Rules.
- 3.8 After using the Vehicle, completing the lease, the Lessee shall return the Vehicle to the Site location in the condition in which the Lessee received the Vehicle, subject to its ordinary wear and tear as specified in the Terms and Conditions, observing the Road Traffic Rules and parking the Vehicle in a way that it does not disturb any other participants of the road traffic and pedestrians, making sure that the Vehicle is located in a publicly available parking Site. When completing the lease, the Lessee has to park the Vehicle in a way that does not make it difficult for the other lessee of the Vehicle to find the Vehicle, access it and start driving.

4. Vehicle exploitation conditions

- 4.1. The Lessee shall use the Vehicle in a way appropriate to its intended purpose, with the care of an orderly and prudent owner, without contradicting the requirements of the Terms and Conditions and the Road Traffic Rules.
- 4.2 The Lessee shall comply with the Vehicle exploitation requirements, instructions and recommendations of the Vehicle's producer, Road Traffic Rules determined by legal acts and requirements of other applicable legal acts of the Republic of Latvia. The Lessee also undertakes to comply with the Vehicle exploitation requirements, which, even, though are not mentioned above, are considered ordinary for the use of such objects.
- 4.3 The Lessee - shall immediately inform the Lessor and the respective state authorities (e.g. police, fire department, rescue service etc.) in case the Vehicle is lost, destroyed, damaged or breaks down, as well as if circumstances occur, that hinder the exploitation, use of the Vehicle and ensuring of ordinary exploitation conditions.

5. Liability of Lessee

- 5.1. The Vehicle is considered to be a source of increased risk, therefore, during the Vehicle Use Period the Lessee assumes the liability, which is similar to the liability of the manager of the source of increased risk.
- 5.2 The Lessee is not liable for the external damage of the Vehicle (damage that can be detected when inspecting the Vehicle from outside), that arose as a consequence of a former exploitation or ordinary tear and wear of the Vehicle, provided that the Lessee immediately before the start of the Vehicle Use Period informed the Lessor by taking and sending the pictures of damages, misuse or defects that is prohibiting the Lessee enjoy Service via Mobile Application and carried out instructions provided by the Lessor.
- 5.3 The Lessee is not liable for internal damage of the Vehicle (damage that can only be detected when inspecting the Vehicle internally) that arose as a consequence of a former exploitation or ordinary tear and wear of the Vehicle, provided that the Lessee immediately informed the Lessor before starting to drive the Vehicle or starting the engine of the Vehicle by taking and sending the pictures of damages, misuse or defects that is prohibiting the Lessee enjoy Service via Mobile Application and carried out instructions provided by the Lessor.
- 5.4 In case during the Vehicle Use Period the Vehicle is damaged or lost (including, but not limited to confiscation of the Vehicle), attachments of the Vehicle are lost or damaged (e.g. the ignition key), the Lessee shall pay the Lessor a penalty provided in the Agreement and compensate all the damages, costs and losses to the Lessor if they are not compensated by the insurance company that insured the Vehicle. If the Vehicle has been damaged, destroyed or lost (including but not limited to the Vehicle confiscation) due to the Lessee's breach of the Road Traffic Rules or other legislation related with the road traffic and road safety, the Lessee shall fully indemnify all the losses and costs incurred by the Lessor.
- 5.5 In case after the use of the Vehicle, it is dirtier than after the ordinary exploitation (both interior and exterior), the Lessee shall reimburse the costs of the Vehicle washing and interior cleaning.

- 5.6 In case due to the fault of the Lessee, while using the Vehicle, or due to circumstances that occurred because of such use of the Vehicle, the Vehicle is confiscated, detained, or any other rights to the Vehicle are lost or restricted, the Lessee must perform all other conditions of the Agreement related to such Vehicle, until the Vehicle is returned to the Lessor. The Lessee must compensate all the costs and losses of the Lessor that incurred due to occurrence of the circumstances indicated in this Section of the Agreement.
- 5.7 The Lessee shall perform the requirements of the insurance rules determined by the insurance company that insured the Vehicle. The insurance rules are present in every Vehicle.
- 5.8 The Lessee assumes full liability for breach of legal acts of the Republic of Latvia. If the third parties turn to the Lessor in connection with any of the Lessee's action during the Vehicle Use Period, the Lessor informs the Lessee of this fact. The Lessee shall within 10 (ten) working days indemnify the Lessor for the losses and costs incurred due to the Lessee's actions. In case the Lessee exploits the Vehicle improperly or breaches this Agreement in any other way, which shall result in the Lessor incurring losses and costs (e.g. charges or penalties to state institutions, etc.) the Lessee shall reimburse such losses and costs to the Lessor.
- 5.9 In case the Lessee fails to properly perform the Agreement and provides incorrect representations, alongside other losses and costs, the Lessee must reimburse the losses and costs of the Lessor incurred due to debt recovery or other actions related to securing the performance of the provisions of the Agreement, including, but not limited to the costs of legal fees and debt recovery costs.

6. Terms and Conditions of Payment

- 6.1. When the Lessee logs in the Mobile Application for the first time, a tariff and a deductible for damage should be selected. Afterwards the tariff and deductible for damages can be changed in the Mobile Application. The Lessee pays the Lease Fee for using the Vehicle in accordance with the selected tariff in the Mobile Application effective at the moment of reservation of the Vehicle.
- 6.2 After completion of the lease, the end of 24 hours lease period or according to the selected tariff in the Mobile Application, the Lessee shall immediately settle under this Agreement by using the payment card registered with the Mobile Application, tokens available in the Mobile Application of the Lessee or settle payment with the phased payment invoice to the legal person, the provisions of which are determined by the vehicle lease and services agreement to legal persons. Continuously using the Vehicle such a period of time, after which is reached the maximum one lease period range or according to the selected tariff in the Mobile Application (see Agreement Section 3.1.), the Lessee shall immediately settle for the period of time for using the Vehicle, despite the fact that the lease of the Vehicle is still continued. In the case if the Vehicle is used with phased payment the provisions of which are determined in the vehicle lease and services agreement to legal persons, when selecting this payment method the Lessee confirms that the payment method is appropriate for the respective ride (meaning that the Vehicle is used on behalf of the legal person). In the case if the legal person raises any objections regarding payment of the lease, the Lessor is entitled to consider that the Lessee has used the

Vehicle as a natural person and the Lessor can remove the respective amount of money from the payment card of the Lessee. The Lessee confirms that he/she has the right to use the payment card that he/she has registered with the Mobile Application and there are sufficient funds, in order to settle for the Services under this Agreement. The payment card registered with the Mobile Application must allow automatic withdrawals from the card-linked account. The Lessor has the right to withdraw amount indicated in the Agreement automatically if damage occurs to the Vehicle while using it on the Lessee's fault and the Lessee is obliged to cover other losses, costs and pay penalties under Agreement. The Lessee hereby agrees that the Lessor may reserve funds up to the amount of the total estimated charges with the payment card company and take any sums owed by the Lessee under the Agreement from the payment card registered with the Mobile Application. However, if money crediting fails or there are no sufficient funds in the card above, a new Vehicle reservation shall not be made and the Mobile Application account shall be temporarily blocked until the sum is paid and the Lessee has fully settled for all payments calculated upon the Agreement, Terms and Conditions, List of Penalties and Price list.

- 6.3 Fees are calculated in accordance with the data in the Mobile Application and the Vehicle System. The Lease Fee includes the Vehicle parking in all parking Sites and the entrance fee in the Jurmala town special zone. If Lessee needs to temporarily park the Vehicle in another place/zone, where a separate fee for parking is charged, the Lessee for the Vehicle parking pay independently.
- 6.4 In case the Lessee fails to pay any sums under the Agreement, fails to settle, return the Vehicle to the Site or in case of any other breaches of the Agreement or the Terms and Conditions, the Lessor is entitled to block the Lessee's access to the Mobile Application and block the use of the Vehicle (block the ignition of the Vehicle) until all the Lessee's breaches are rectified.

7. Validity and Termination of the Agreement

- 7.1 This Agreement comes into force on the moment of its signing in the Mobile Application and will remain in effect for an indefinite period of time.
- 7.2 Any of the Parties is entitled to unilaterally terminate this Agreement by a written notice delivered to the other Party via e-mail at least 30 (thirty) working days prior to the termination.
- 7.3 The Lessor is entitled to immediately stop the performance of the Agreement, cancel the reservations of the Lessee, and block the Lessee's access to the Mobile Application, if the Lessee does not comply with the provisions of the Agreement and the Terms and Conditions.
- 7.4 The Lessor is entitled to unilaterally terminate this Agreement by a written notice delivered to the Lessee in e-mail and/or the Mobile Application at least 5 (five) working days prior to the termination if the Lessee breaches the Agreement materially. The following shall be considered as such material breach of the Agreement (including, but not limited to): delay of payment of any amount due for more than 10 (ten) working days, repetitive failure to perform or improper performance of any of the obligations of this Agreement, in case the Lessee uses the Vehicle without complying with the Terms and Conditions or intentionally performs unfair actions that are detrimental or may

cause harm to the performance of the Vehicle, its system and the Mobile Application.

- 7.5 The termination of the Agreement does not affect the validity of the provisions of the Agreement regarding dispute settlement procedure and other provisions, provided that such provisions in their essence remain valid after the termination of the Agreement.
- 7.6 The Lessor shall have the right to cease the Agreement execution, cancel the Lessee's reservations and block the Lessee's access to the Mobile Application, if the Lessee does not observe Agreement and Terms and Conditions. In addition, if the Lessee does not fulfil or fulfils the Agreement or Terms and Conditions improperly, the Lessor shall have the right to demand the Lessee to return the Vehicle to the nearest Site within the term provided by the Lessor. If the Lessee does not agree or does not fulfil the Lessor's requirement within the term set by the Lessor, the Lessor shall have the right to block the Lessee's access to the Mobile Application, hinder using the Vehicle (block starting of the Vehicle), not allow the Lessee to continue using the Vehicle and the Lessor's employee shall have the right to take the Vehicle without notifying the Lessee.

8. General Provisions

- 8.1 The Parties agree that the Lessor is entitled to unilaterally transfer all the rights and obligations arising out of this Agreement to any third person upon informing the Lessee in e-mail and/or the Mobile Application.
- 8.2 The Parties agree that this Agreement, confirmed in the Mobile Application, is considered concluded, valid and shall have the same legal effect as a signed paper version of the Agreement. The Agreement is considered as concluded from the Lessee registering in the Mobile Application. The Agreement (including the Terms and Conditions) is a binding document to both Parties.
- 8.3 In case any provision of this Agreement is held as contradicting the legal acts of the Republic of Latvia or for any other reason becomes partially or fully invalid, the other provisions of this Agreement will remain in full force and effect.
- 8.4 Any dispute, controversy or claim arising out of or relating to this Agreement, its breach, termination or validity shall be firstly settled by mutual negotiations in accordance with the principles of fairness, reasonableness and justice. If the Parties fail to agree by negotiations within 20 (twenty) working days since the receipt of a written suggestion to proceed negotiations or if any of the Parties decides that further negotiations are inexpedient, any dispute, controversy or claim shall be finally settled in the respective court of the Republic of Latvia at the residence location of the Lessor (contractual jurisdiction). The applicant may choose to finally settle any dispute, controversy or claim arising out of or relating to this Agreement, its amendment, violation, termination, legality, invalidity or interpretation in the Baltic Trade Arbitration (registration nr. 40003762437), in accordance with the rules of procedure of this arbitration, by one arbitrator appointed in the oral procedure.
- 8.5 The conclusion of this Agreement, its performance, expiration, interpretation and dispute settlement are governed by the substantive and procedural laws of the Republic of Latvia.

- 8.6 The terms and conditions of this Agreement may be changed by the Lessor unilaterally upon informing the Lessee of any amendments via e-mail (amended Agreement shall be published in the Mobile Application). For this reason, the Lessee is recommended to get familiar with the Agreement before the beginning of every lease of the Vehicle.

Approved on 29 July 2019 by the order of the member of the board of LLC SLYFOX