

## VEHICLE LEASE AND SERVICES AGREEMENT (FOR BUSINESS CUSTOMERS)

### GENERAL TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

- 1.1. This Vehicle Lease and Services Agreement (for Business Customers) (the **Agreement**) was concluded by the Company and the Lessee on the date specified in the Special Terms and Conditions of this Agreement (the **Special Terms**). The Company and the Lessee are hereinafter collectively referred to as the **Parties**, whereas each individually as a **Party**.

#### II. DEFINITIONS

- 2.1. **Company** shall mean the Lessor, a legal entity specified in the Special Terms.
- 2.2. **Employee** shall mean an employee of the Lessee (legal entity) or another natural person specified by the Lessee, whom the Lessee connects to the Account and authorises to use the Services on behalf and for the account of the Lessee, in accordance with the provisions of this Agreement. All the requirements and obligations provided for in this Agreement, applicable to the Lessee, are *mutatis mutandis* also applicable to the Employees.
- 2.3. **Pricelist** shall mean additional fees, fines, thresholds of losses, other fees and charges made public on the Website and/or in the App. The current Pricelist is available on the Website and in the App.
- 2.4. **Traffic Rules** shall mean traffic rules and related provisions of legal acts valid in a relevant country.
- 2.5. **Fuel Card** shall mean a fuel card, which is in every Vehicle, intended to pay for fuel in a gas station indicated by the Company.
- 2.6. **Usage Period** shall mean the period from the moment of taking (unlocking) of the Vehicle until the moment of return (locking) of the Vehicle, or, if applicable, the period defined in the Special Terms.
- 2.7. **Lessee** shall mean the Company's customer (legal entity).
- 2.8. **App** shall mean software intended for and customised for smartphones and/or other mobile devices, which is used to perform Vehicle reservation, unlocking, locking and/or other actions provided for in the software. This App can be downloaded from Google Play and App Store distribution platforms (marketplaces).
- 2.9. **Payment Card** shall mean a valid payment card issued to the Lessee or another person (e.g., a payment card issued to the legal entity), linked to the Account, that the Lessee has the right to use for linking to the Account and making payments for the Services.
- 2.10. **Account** shall mean the electronic account of the Lessee and/or the specific Employee in the App, used under the conditions defined in this Agreement.
- 2.11. **Services** shall mean Vehicle lease and shared mobility services and other related services provided by the Company, as defined in the Agreement.
- 2.12. **Service Price (Price)** shall mean the price to be paid by the Lessee to the Company and applicable fees for Vehicle lease and other Services provided by the Company.
- 2.13. **Service Rates** shall mean information published on the Website and in the App about the Service Prices applicable to a specific Vehicle (including payment plans, packages, etc.).
- 2.14. **Privacy Policy** shall mean the Company's privacy policy, which contains information about the processing of personal data of the Lessee's Employees and other representatives. The Privacy Policy is available on the Website and in the App.
- 2.15. **Self-service** shall mean the self-service page at <https://selfservice.citybee.ee/>.

- 2.16. **Agreement** shall mean this Vehicle Lease and Services Agreement, which consists of the following parts: (i) the General Terms and Conditions; (ii) the Special Terms and Conditions; (iii) the Rules, including the Pricelist and the Service Rates; (iv) the Privacy Policy; (v) information available on the Website, in the App and the Account, including specific Vehicle reservation and usage terms and conditions.
- 2.17. **Website** shall mean the Company's website accessible at [www.citybee.ee](http://www.citybee.ee).
- 2.18. **Rules** shall mean the Company's Vehicle Usage Rules that regulate the creation of accounts, the reservation and usage of Vehicles, the conditions, and requirements applicable to the operation of Vehicles and property, the conditions of liability of the Lessee and its Employees, and other conditions, with which the Lessee must familiarise its Employees. The current Rules are available on the Website at <https://citybee.ee/ee/kasutustingimused/> and in the App.
- 2.19. **Vehicle** shall mean a motor vehicle that the Company gives possession of to the Lessee (its Employee) for temporary use in exchange for the Service Price, including all other assets assigned to the Vehicle and/or being its accessory.
- 2.20. The terms used in the singular and in the plural herein shall have the same meaning, as the context requires. All other terms used in the Agreement shall have the meanings set forth and defined in the Rules.
- 2.21. Unless otherwise specifically stated in this Agreement, all references to the Lessee shall also include the Employees or other persons who have the right to use the Services on the basis of this Agreement.

### III. SUBJECT-MATTER

- 3.1. Under the terms and procedure provided for in this Agreement, the Company undertakes to grant the Lessee (its Employees) the right to temporarily manage and use the Vehicles and provide other Services, and the Lessee undertakes to pay for them within the time limits and in accordance with the procedures set in the Agreement.
- 3.2. The Lessee shall hereby appoint and authorise (and, if necessary, replace) the responsible person indicated in the Special Terms, who shall:
- 3.2.1. perform the actions specified in this Agreement;
  - 3.2.2. administer the performance of this Agreement on behalf of the Lessee;
  - 3.2.3. maintain the relationship with the Company;
  - 3.2.4. be the Lessee's contact person for the relationship with the Company arising from this Agreement.
- 3.3. The Lessee undertakes, warrants, and ensures that:
- 3.3.1. before starting to use the Services, its Employees will be properly and timely familiarised with the Rules, including the Pricelist, the Service Rates and the Privacy Policy, and the provisions of this Agreement;
  - 3.3.2. after the Company makes any amendments to the Rules, the Pricelist, the Service Rates, the Privacy Policy and the provisions of this Agreement, its Employees will be properly and timely informed about the amendments by the Lessee.

### IV. REGISTRATION (CREATION OF ACCOUNTS), MODIFICATION AND DELETION OF ACCOUNTS

- 4.1. The Lessee (its Employees) shall have the right to use the Services only after presenting all the information and documents requested by the Company in accordance with the procedure set forth in this Agreement, and after performing the steps specified below. The Lessee (and its Employees) can start using the Services only after completing the following steps:
- 4.1.1. the Lessee concludes (signs) this Agreement;

- 4.1.2. the Lessee familiarises the Employees with the terms of this Agreement, including the Rules and other appendices;
- 4.1.3. the Company performs the actions specified in Clause 4.2 of the Agreement;
- 4.1.4. the Lessee performs the actions specified in Clause 4.3 of the Agreement and provides the information specified therein;
- 4.1.5. the Employees perform the actions specified in Clause 4.5 of the Agreement;
- 4.1.6. the Lessee and the Employees perform other actions specified in the App.
- 4.2. Based on the information provided by the Lessee, the Company shall:
  - 4.2.1. create the Account of the Lessee and provide access to the Account to a responsible person designated by the Lessee;
  - 4.2.2. register the person designated by the Lessee as the responsible person appointed by the Lessee for the performance of the Agreement.
- 4.3. The responsible person designated by the Lessee shall perform the following actions:
  - 4.3.1. adding the Payment Card and linking it to the Lessee's Account, entering other necessary data;
  - 4.3.2. after logging in to the Self-service, registering the Employees entitled to use the Services by entering their data (first name, surname, e-mail address and phone number) and connecting their Accounts to the Lessee's Account, thus giving them the right to use the Services on behalf and for the account of the Lessee. The Employee's e-mail address entered by the Lessee shall be considered the identification code of the relevant Employee. Notification to the Employee about the qualification of the Employee as a user of the Company's Services shall be sent to this e-mail address of the Employee.
- 4.4. In an exceptional case (for example, in the event of a technical failure to register the Employee), the Company may also perform the actions specified in Clause 4.3.2 of the Agreement upon receiving a request from the responsible person designated by the Lessee or another duly authorised representative of the Lessee.
- 4.5. The Employee shall receive an invitation from the Company to connect to the Lessee's Account at the e-mail address entered by the Lessee's authorised person in accordance with Clause 4.3.2 of the Agreement. The Employee who wishes to use the Services in accordance with this Agreement must have a valid driver's licence and confirm its validity under the procedure specified in the App, i.e. after logging in to the Employee's Account, the Employee must upload photos of his/her facial image and driver's licence, as well as perform other steps specified in the App.
- 4.6. The Company shall neither be responsible nor control how the Employee complies with the conditions and requirements set by the Lessee while using the Employee's Account. The Lessee ensures that the Employee complies with the requirements of this Agreement and the Rules when using the Employee's Account.
- 4.7. The Lessee confirms that the Services provided by the Company, including Vehicle lease, using the Employee's Account, will only be available to the Lessee's Employees who have a valid driver's licence allowing them to drive the respective Vehicles, and who comply with the requirements of the Agreements (including the Rules).
- 4.8. The Lessee must provide the Company with correct, accurate, true, and detailed information about the Employees, including their first name and surname, mobile phone number, and e-mail address. It shall be prohibited to create an Account and to perform registration in the App by use of another person's data, wrong, falsified or illegally collected data. The Lessee shall assume all the risks and liability in connection with this, including if, in spite of the indicated prohibition, such actions cause damage to the Company or any other persons. The Lessee must compensate for all damages it is responsible for and that the

Company will suffer due to the presentation of incorrect or inaccurate information about the Lessee and/or its Employees.

- 4.9. In the event that the Lessee's Employee terminates the employment or other relationship with the Lessee or the relationship ends on other grounds or the Lessee revokes the Employee's right to use the Services in accordance with this Agreement:
  - 4.9.1. the Lessee undertakes to ensure that the Employee's Account is immediately deactivated in the Self-service;
  - 4.9.2. if the Lessee fails to perform the action specified in Clause 4.9.1 of the Agreement, the Company shall deactivate the Employee's Account at the Lessee's request.
- 4.10. Until deactivation of the Employee's Account, the Lessee shall be fully liable for all actions carried out in the Employee's Account, and the actions made using the Employee's Account and the Services, respectively.
- 4.11. The Lessee and its Employees undertake to protect their data about login to the App (Accounts) and the Self-service and to immediately inform the Company through the contact details specified in the Special Terms if this data is lost or becomes known to third parties.
- 4.12. The Company, having received a notification from the Lessee or its Employee through the contact details specified in the Special Terms that the login data of the Lessee and/or its Employee(s) pertaining to the Account has been lost, compromised or become known to third parties, undertakes to block access to the Account(s) of the Lessee and/or its Employee(s) immediately, but no later than within eight (8) working hours. The Lessee shall be liable for all damages suffered by the Company, which were caused before the submission of the notification referred to in this clause to the Company.
- 4.13. Damages that occurred after the Lessee's or its Employee's notification referred to in Clause 4.12 of this Agreement was submitted to the Company shall be borne by the Company, except for the cases if the damages were caused by bad faith actions of the Lessee or its Employee. It is considered that the damages that occurred before the submission of the notification referred to in Clause 4.12 of this Agreement to the Company were caused by the gross negligence of the Lessee (its Employee) and the Lessee shall be liable for them unless the Lessee proves otherwise.

## **V. TERMS OF USE OF THE VEHICLES**

- 5.1. The Lessee undertakes to ensure that its Employees use the Vehicles in strict compliance with the provisions of this Agreement and the procedure, conditions, and requirements specified in the Rules.
- 5.2. The Lessee and its Employees shall have no right, without the written consent of the Company, to sublease the Vehicle, transfer any rights or obligations set forth in the Agreement and the Rules, allow other persons to drive, control or use the Vehicle.
- 5.3. The Vehicle can be used only in the territories of Lithuania, Latvia, and Estonia; the Vehicle can be used outside the territories of Lithuania, Latvia, and Estonia only subject to the prior written consent of the Company (such consent may be subject to additional conditions).
- 5.4. The Lessee undertakes to ensure throughout the effective term of the Agreement that the Lessee and its Employees will strictly comply with the requirements of this Agreement, the Rules and applicable legal acts, meet the conditions established therein and satisfy the requirements set forth therein.

## **VI. LIABILITY**

- 6.1. The Lessee shall be fully liable for all Vehicles that the Lessee and its Employees lease and use throughout the Usage Period. From the moment of transfer of the Vehicle, throughout the Usage Period of the Vehicle, the Lessee shall bear the liability of the possessor of a major source of danger ("suurema

ohu allikas" within the meaning of chapter 53, subchapter 2 of the Estonian Law of Obligations Act) in respect of the Vehicle.

- 6.2. Without prejudice to the operation of any of the above provisions, the Lessee shall be fully liable for (and, accordingly, must compensate the Company for losses (damage), pay fines, taxes, and other amounts due):
  - 6.2.1. damage caused to the Vehicle and/or its components, additions (e.g., the key), accessories by actions or omission of natural persons, including the Employees, who use the Vehicle (including where the Vehicle, its parts, tools, accessories, equipment are damaged, destroyed or lost (including, but not limited to, confiscation of the Vehicle));
  - 6.2.2. breaches of the Rules, infringements of legal acts, and consequences arising from such breaches or infringements (including administrative fines, charges, etc.) and damage caused to the Company and third parties;
  - 6.2.3. any other consequences or effects caused to the Lessee itself, the Employees, the Lessee's representatives, the Company, third parties, their property or interests during the Usage Period of the Vehicle;
  - 6.2.4. the use of the Lessee's Account, as well as for the use by its Employees of the Accounts linked to the Lessee's Account. The Lessee shall compensate the Company for all losses suffered by the latter due to the improper use of the Lessee's Account and the Employees' Accounts by the Lessee and its Employees;
  - 6.2.5. the use of the Accounts of the Lessee and/or its Employees by third parties, regardless of how such third parties obtained access to the Accounts of the Lessee and/or its Employees;
  - 6.2.6. direct and indirect damage of any kind caused by persons to whom the Lessee and/or its Employees have transferred the Vehicle for temporary use and management.
- 6.3. The Parties agree that the Company's compensation claims against Lessee arising from alteration or deterioration of a Vehicle shall expire after three years have passed from the date of returning the Vehicle to Company.
- 6.4. In the event that the Lessee's Employees breach the Agreement (including the Rules), the Lessee shall be subject to all fines specified in the Rules and the conditions of imposition of fines as if all references to the User in the Rules mean a reference to the Lessee. The amounts of fines, additional fees, and damages to be indemnified are specified in the Pricelist. These fines shall be deemed liquidated damages of the Parties, which need no proving. Payment of penalties (fines or default interest) shall not release the Lessee from the duty to compensate for all other damages of the Company, which are not covered by the specified fine. In any case, the imposition of fines shall not exempt the Lessee from the obligation to fulfil the stipulated obligations.
- 6.5. The Parties hereby agree that any fine (as specified in the Rules), claim or notification on the intent of claiming the fine submitted by Company to Lessee within one year as of Company learning about its right to claim fine from the Lessee, shall be regarded submitted within a reasonable period in accordance with § 159 lg 2 of the Estonian Law of Obligations Act.
- 6.6. In the cases specified in the insurance rules established by the insurance company that insured the Vehicle, the insurance company, having compensated the damage, shall acquire the right of recourse against the Lessee to recover the paid insurance benefit in full if the damage against which the Vehicle is insured was caused due to the fault or actions of the Lessee.
- 6.7. All administrative or any other penalties, fines, charges, or other amounts payable due to the improper, illegal management and use of the Vehicle by the Lessee, its Employees, an infringement of legal acts shall be covered by the Lessee (or its respective Employees, as applicable). In the event that administrative or any other penalties, fines, charges, or other amounts payable are collected from the

Company, the Company shall have the right to automatically collect them in full from the Lessee under the recourse procedure. The Company, having received information about road traffic offences, inquiries or requests from the police and other competent authorities, shall transmit to the competent authorities information about the specific Employee of the Lessee as the person in control of the relevant Vehicle at a specific time of using the Services, or provide information that the Vehicle was in control of the Lessee.

- 6.8. If the Vehicle is not returned in due time, the Lessee must continue to pay the Company all due payments that would be paid during the validity of the Agreement. The submission of the Company's demands to make payments shall not mean that the Company has resumed the performance of the Agreement.
- 6.9. If the Lessee does not pay for the Services, does not pay or is late in paying the Service Price and/or the Employee does not return the Vehicle, the Company shall have the right to suspend the provision of the Services to the Lessee (its Employees), block the use of the Vehicle, its unlocking and/or starting its engine, until the Lessee pays for the Services provided; under the procedure, within the scope and in cases allowed by applicable legislation, to collect the Vehicle and recover its possession with or without the participation of the Lessee or its Employee (if necessary, with the help of competent institutions and service providers), as well as to notify the police about misappropriation of the Vehicle. The Company shall implement the rights referred to in this clause of the Agreements in accordance with the Rules and applicable legal acts.
- 6.10. The Lessee shall pay the Company default interest at the rate of 0.05% on the amount overdue for each day of delay.
- 6.11. In case the Lessee does not pay for the Services provided in due time and fails to do that within an additional reasonable period set by the Company, the Company shall have the right to provide information about the resulting indebtedness to credit bureaus and to authorise a debt enforcement company to perform debt enforcement actions or to assign its right of claim to a debt enforcement company or other economic entities.
- 6.12. To the extent such limitation of liability is allowed by applicable law, the Company shall not be held liable for:
  - 6.12.1. damage the Lessee and/or its Employees suffered by reason of being late (e.g., being late to arrive at a certain place, etc.), missing a certain date and time, etc. in connection with the use of the Services;
  - 6.12.2. damage the Lessee and/or its Employees inflicted on third parties or their assets by making use of the Services;
  - 6.12.3. damage to the assets, health or life of the Lessee and/or its Employees, suffered by the Lessee when using the Services;
  - 6.12.4. loss of profit, income, business;
  - 6.12.5. damages suffered by the Lessee and/or its Employees because any of them could not use the Vehicle upon the occurrence of a traffic accident or due to other reasons beyond the control of the Company;
  - 6.12.6. damages in excess of the Price of the Services failed to be provided or provided improperly.
- 6.13. To the extent permitted by applicable legal acts, the Company shall neither give any guarantees nor assume any liability for actions or omissions of the Lessee, the Employees or a third party.

## **VII. PRICE. TERMS OF PAYMENT**

- 7.1. For the Services used by the Employees, the Lessee must pay the Company the price indicated in the Service Rates (including, but not limited to, price packages, plans, tariffs) and valid at the time of ordering (reservation) of the Services, also pay the fines, fees and all applicable additional fees indicated in the Pricelist under the procedure and within the time limits laid down in the Agreement.

- 7.2. The Company shall have the right to unilaterally set and change the Service Rates (including, but not limited to, price packages, plans, tariffs), the Pricelist, and other reservation conditions, making them public in the App and/or on the Website. These changes shall come into effect after they are made public in the App and/or on the Website.
- 7.3. The Lessee has the right to transfer the amounts to the electronic wallet in the Account, which the Lessee may use for payment for the Services.
- 7.4. The Lessee must pay for the provided Services no later than at the end of the trip. In case of a long-term trip, the Company shall have the right to periodically debit the Service Price amounts to the Payment Card by the end of the trip. Before starting to use the Vehicle, the Company shall have the right to check whether there are sufficient funds in the Payment Card and to reserve the amount specified in the Pricelist. When the trip ends, the amount payable for the Services can be deducted from the reserved amount; in such a case, if the reserved amount is bigger, the difference is refunded. In case of a long-term trip, the Company may also issue a monthly invoice to the Lessee for the Services provided in the previous month by the fifth (5<sup>th</sup>) business day of the current month and send it to the Lessee at the e-mail address specified in the Special Terms. The Lessee shall have the right to review the invoices issued to it at any time on the Website, upon logging on to the Self-service. According to this Agreement, the Lessee must pay for the previous month by the tenth (10<sup>th</sup>) day of the current month unless it has already paid by then. The Lessee, upon receiving a VAT invoice, must check within five (5) business days whether the data specified in it are correct, and inform about any observed discrepancies by e-mail. The Lessee must make any claims related to the data specified in the invoices no later than five (5) business days from the date of receipt of the invoice. If the Lessee does not make any claims within this term, it shall be considered that the Lessee agrees with the invoice presented. If the Lessee has not received an invoice by e-mail by the end of the specified payment term, the Lessee undertakes to contact the Company for the invoice.
- 7.5. The Lessee consents that no later than at the end of the trip, the Service Price be automatically debited in the following sequence, holding that at first the whole amount of the price of the Services shall be settled by:
  - 7.5.1. debiting the amounts from the Lessee's digital wallet, and if the balance of the price is in excess of them, the remaining amounts shall be debited from
  - 7.5.2. the Payment Card; in case the Lessee linked to the Account more than one Payment Card, the amounts shall be debited from the main Payment Card, and where the main Payment Card does not have sufficient funds – they may be debited from other Payment Cards linked to the Account and so on.
- 7.6. If the Service Price and other fees fail to be debited and/or the funds in the Payment Card are insufficient, the Company shall attempt to debit the amounts automatically at a frequency of its own choosing, until the amounts are covered in full. A new trip (or reservation) by the Lessee (the Lessee's Employee) shall not be possible until the full amount of the debt is paid.
- 7.7. The Company shall issue a VAT invoice to the Lessee for the Services provided in the previous month by the fifth (5<sup>th</sup>) business day of the current month and send it to the Lessee at the e-mail address specified in the Special Terms. Upon receipt of the invoice, the Lessee must check it within five (5) business days and, in case of noticing any non-conformities, notify the Company about it via e-mail. If the Lessee does not make any claims within the time limit indicated above, it shall be regarded that the Lessee accepts the issued invoice. The Lessee shall have the right to review the invoices issued to it at any time on the Website, upon logging on to the Self-service.
- 7.8. The Company shall automatically debit the amounts of the fine and/or additional fees indicated in the Pricelist to the Payment Card. The money shall be debited to the Payment Card immediately after a breach is identified, properly recorded, and notified to the Lessee in advance (via the App or otherwise).
- 7.9. Unless otherwise stipulated in the Agreement, the Lessee undertakes to pay damages, compensations, and any other payable amounts to the Company no later than within ten (10) calendar days following the demand.

## VIII. PERSONAL DATA PROTECTION

- 8.1. In processing personal data for the purposes of concluding and performing this Agreement, the Parties undertake to comply with 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 (the **GDPR**), the Personal Data Protection Act of the Republic of Estonia, and other legal acts regulating the protection of personal data.
- 8.2. The Parties agree that the personal data must be processed in accordance with the following conditions and procedures:
  - 8.2.1. each Party, acting as an independent data controller, must carry out the duties devolving upon it under the GDPR and other applicable data protection legislation;
  - 8.2.2. each Party undertakes to process personal data (including names, positions, contact details, and other data of the representatives) received from the other Party solely for the purpose of preparing, implementing, concluding and performing the Agreement, as well as for the proper fulfilment of the requirements of legal acts applicable to the Party;
  - 8.2.3. each Party must inform their respective employees, partners, and/or other representatives that their personal data may be disclosed to and processed by the other Party and, if applicable and required, obtain their consents to comply with the GDPR requirements and perform other duties;
  - 8.2.4. each Party must implement, at its own expense, appropriate technical and organisational security measures to ensure the confidentiality and protection of personal data received from the other Party;
  - 8.2.5. each Party must ensure that the personal data referred to above are processed no longer than necessary for the purposes for which the data were collected.
- 8.3. The personal data of the Lessee, its Employees, and other representatives, to the extent it is related to the use of the Services, shall be processed in accordance with the provisions established in the Privacy Policy of the Company. The Privacy Policy is available in the App and on the Website. The Lessee must familiarise all its Employees, who are granted the right to use the Vehicles under the conditions set forth in this Agreement, with the Privacy Policy and its amendments and supplements.
- 8.4. The Lessor shall have the right to provide important information about the conditions, procedure, restrictions, and rules of the provision of the Services using the Employee's contact details received from the Lessee. The Lessor, based on a consent, shall have the right to submit relevant offers and/or other marketing messages about the Services to the Employees. The Lessor shall provide an easily implementable option for the Lessee's Employees to opt out from receiving the messages, i.e. the Lessee's Employee can express the objection to the sending of marketing messages in the settings of the App when creating the Account or can opt out from them at any time later by clicking on the opt-out link in the App or in the newsletters sent.
- 8.5. The Lessee is informed that the Vehicle is equipped with a Vehicle telemetry system, which provides the Company with information specified in the Agreement and the Privacy Policy about the Vehicle and allows blocking the unlocking of the Vehicle and/or starting of its engine.
- 8.6. The Company's information about the Lessee, the Employee and/or another person to whom the Lessee has transferred the Vehicle for temporary management and use may be transferred to the police, state authorities or bodies and/or bailiffs, other persons and/or competent authorities for the purposes of detection of violations, investigations, payment and collection of taxes and/or fines, and for other legitimate purposes if there is a sufficient legal basis.
- 8.7. The Lessee shall be fully responsible for the use of the personal data of the Lessee's Employee for the purpose of concluding and performing the Agreement. During the performance of the Agreement, the Lessee shall have access to the personal data of the Employees registered in the Account of the Lessee and the data (including historical) in the Account of the Employee (e.g., any data related to the Services



used by the Employee, the Vehicles reserved, the trips made, etc.). In such cases, the Lessee shall process personal data and act as the 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 subject to the Company's Privacy Policy.

- 8.8. Inquiries, requests, and questions related to the processing of personal data in connection with this Agreement must be addressed directly to the Company's Personal Data Protection Officer at the contact details indicated in the Privacy Policy.

## **IX. CONFIDENTIALITY**

- 9.1. Throughout the effective term of the Agreement and after the end of the Agreement, the Parties undertake to keep confidential and not to disclose the contents hereof or any related information to any third party, except when: (i) such disclosure is required by applicable law; (ii) such information disclosure is provided for herein or is permitted by the written consent of the other Party; (iii) information becomes publicly available without the breach hereof.
- 9.2. Each Party will keep all personal data received from the other Party strictly confidential and will inform all its employees, representatives and/or processors who process personal data about the confidentiality of such information. The Parties ensure that all persons with the right to access personal data have signed a confidentiality agreement and/or have undertaken any other mandatory confidentiality obligation. Such confidentiality undertaking shall not apply to the extent that a Party is required to disclose information by law.
- 9.3. The Parties undertake to observe mutual respect and cooperate in implementing this Agreement. The Parties may not publicly make negative comments about the other Party's products or services in any way and by any means or harm the other Party's reputation in any other way.
- 9.4. The Parties shall be entitled to disclose the contents of this Agreement or any related information only to the employees or members of the governing bodies of the Parties, who, in the opinion of a respective Party, should have access to such confidential information. The Parties shall also agree in advance that they shall be entitled to disclose information to the third parties (legal, financial, business, and technical advisors, etc.) who will be bound by respective professional confidentiality undertakings.

## **X. FORCE MAJEURE**

- 10.1. A Party shall be exempted from liability for non-fulfilment of obligations under the Agreement if the non-fulfilment occurred due to force majeure circumstances that the Party could not control or reasonably foresee at the time of entry into the Agreement and could not prevent the appearance of such circumstances or their consequences. Force majeure shall not include cases where a respective Party lacks financial resources or its counterparties breach their obligations.
- 10.2. If the circumstances that prevent the Party from performing the Agreement are temporary, the Party shall be relieved from liability for such a period as is reasonable in view of the influence that the circumstances have on the performance of the Agreement.
- 10.3. The defaulting Party must give notice to the other Party about the appearance of force majeure circumstances and their effect on the performance of the Agreement. If the notice is not received by the other Party within a reasonable time after the defaulting Party has become aware or should have been aware of the circumstance, the latter Party shall be obliged to compensate for the losses caused by the failure to notify.
- 10.4. Force majeure circumstances do not deprive the Company of the right to terminate the Agreement and/or suspend its performance and/or demand payment of the Service Price, fees, interest and/or demand the return of the Vehicle.

## **XI. DURATION OF THE AGREEMENT. SUSPENSION. TERMINATION**

- 11.1. This Agreement shall enter into force on the date of its signature. Unless otherwise specified in the Special Terms, the Agreement shall be concluded for a period of indefinite duration.
- 11.2. If the Lessee does not pay for the Services, the Lessee's Employee does not comply with the Rules, the Lessee or the Lessee's Employee otherwise breaches this Agreement and/or the Rules, the Company shall have the right, acting at its own choice and discretion, to immediately apply protection measures of a temporary character referred to in the Rules in respect of the Lessee and/or the Lessee's Employee (e.g., to suspend the provision of the Services, to block the Account, to cancel trips or reservations already ordered, and to apply other measures of a temporary character). These measures may be applied by the Company's decision to the Employees themselves (i.e., respectively, by blocking the personal Accounts of the Employees, as customers of the Company who have personal accounts created in accordance with the Rules, etc.). The conditions, procedure, and deadlines for the application of such measures of a temporary character are specified in the Rules.
- 11.3. A Party shall have the right to terminate this Agreement in the out-of-court procedure upon giving written notice to the other Party thirty (30) days before the expected date of termination of the Agreement.
- 11.4. This Agreement may also be terminated:
  - 11.4.1. by a written agreement between the Parties;
  - 11.4.2. if a Party breaches the Agreement and fails to remedy the breach within the period additionally set by the affected Party, which may not exceed ten (10) business days;
  - 11.4.3. if the Lessee does not pay the amounts due to the Company after additional warning or notice;
  - 11.4.4. if the Lessee's Employees breach the Rules, as well as in other cases provided for in the Rules.
- 11.5. If the Lessee's Employee acts in gross breach of the Rules and/or the Company terminates the Agreement with the Lessee due to a material breach of the Agreement or the Rules, the Company shall have the right, acting at its own choice, to restrict a possibility for the Lessee and/or its Employee to enter into the Agreement and use the Services in the future or prohibit the Lessee and/or its Employee from entering into the Agreement and using the Services in the future for a period established by the Company. These measures may be applied by the Company's decision in respect of the Employees themselves (i.e., respectively, by terminating the agreements concluded with the Employees, as customers of the Company who have personal accounts created in accordance with the Rules and restricting a possibility for such persons to enter into agreements and use the Company's Services under the Rules in the future). The duration of these measures shall be up to 10 years, save for exceptional cases (e.g., driving under the influence of alcohol or psychoactive substances, causing significant damage to the Company or other persons (their assets, health, life) by wilful acts or gross negligence of the Lessee), where the Company may, at its own discretion, apply a longer period of application of such measures.

## **XII. MISCELLANEOUS**

- 12.1. The Company shall have the right to unilaterally transfer all or some of the rights and obligations arising out of this Agreement to a person related to the Company, having informed the Lessee in writing in advance about the transfer.
- 12.2. The Company shall have the right to unilaterally change the Rules, the Service Rates, the Pricelist, and other reservation conditions at any time, making them public in the App and on the Website. These changes shall come into effect after they are made public in the App and/or on the Website. The Lessee shall accordingly ensure that its Employees are timely and properly informed of these changes.
- 12.3. All the rights, which are not expressly given to the Lessee under the Agreement, shall lie with the Company. The App, all data collected by using the App (including all related intellectual property rights) are and shall remain the property of the Company, companies related to the Company or licence holders.
- 12.4. The Lessee shall have no right and cannot allow any third parties to:

- 12.4.1. use, display or manage names, marks or works of the Company or CityBee for any purposes other than for use of the App;
  - 12.4.2. create or register any signs, domain names, software program names or titles, or social media user names or profiles, containing the Company's names, marks or works, or confusingly or substantially similar marks, names, titles or works;
  - 12.4.3. buy keywords (including, but not limited to, Google AdWords), containing names, marks or works of the Company or CityBee; or
  - 12.4.4. register, indicate, use, copy and/or request title to names, signs, marks or works, or any confusingly or substantially similar name, mark, sign, title or a piece of work, separately or together with other letters, punctuation marks, words, symbols, drawings and/or other creative works or elements, save for the exceptions indicated above.
- 12.5. If any provision of this Agreement becomes contrary to the laws or other regulations of the Republic of Estonia or becomes invalid, it shall not affect the validity of any other provisions of the Agreement. The Parties undertake to replace the provision of the Agreement that is contrary to the laws or other regulations of the Republic of Estonia or is invalid with another valid provision that is not contrary to the legal acts and has a legal and economic meaning as close as possible to the provision that is contrary to the legal acts or is invalid.
  - 12.6. Any controversies or disputes arising between the Parties in connection with this Agreement shall be settled by negotiations between the Parties. If the Parties fail to agree, any disputes, controversies or claims arising out of or in connection with this Agreement, its breach, termination or validity, which have not been settled by agreement between the Parties, shall be settled in a competent court of the Republic of Estonia according to the place of the registered office of the Company.
  - 12.7. These provisions of the Agreement shall be interpreted and applied in accordance with the law of the Republic of Estonia.
  - 12.8. Any claims regarding the Services must be made to the Company no later than within thirty (30) days after the Party becomes (should have become) aware of the improperly provided Services. The Company shall seek to respond to the Lessee's claim as soon as possible, however, in any case no later than fourteen (14) calendar days after the receipt of the claim.
  - 12.9. All notices, consents, and other communications that a Party may provide under this Agreement will be considered valid if they are delivered to the other Party in person with acknowledgement of receipt, sent to the registered mail and email addresses specified in this Agreement, in the App and/or on the Website, or provided through the App and/or the Website. Notifications delivered in person shall be deemed delivered on the day of their delivery; notifications sent by registered mail shall be deemed delivered on the fifth (5<sup>th</sup>) business day from the date of dispatch of the postal parcel unless the postal parcel has been actually received earlier and there is a document confirming this; the notification sent by e-mail shall be deemed delivered on the day of sending the e-mail message if it has been sent on a business day before 5 p.m., otherwise, the e-mail message shall be deemed to have been received on the first business day after sending; if the message is sent via the Mobile App, the Self-service and/or the Website, the message is deemed to have been received on the day the message was sent.
  - 12.10. If the Party's address, the responsible person appointed by the Lessee and/or other data changes, such Party must inform the other Party by notifying the other Party no later than within three (3) days after the change of the relevant data occurs. If the Party does not comply with these requirements, it shall have no right to make a claim or response that the actions of the other Party performed according to the last known details of the other Party do not correspond to the provisions of this Agreement or that it has not received any notices sent according to the last known details.

12.11. If there is any conflict between the provisions of the General Terms and the Special Terms and the appendices to the Special Terms, the provisions of the Special Terms and the appendices to the Special Terms shall prevail.

**XIII. APPENDICES:**

- 13.1. **Rules:** <https://citybee.ee/en/terms-and-conditions/> (can be changed, so in the event of a question or dispute, the current version available at this link on the Website or at another place on the Website shall be applied).
- 13.2. **Privacy Policy:** <https://citybee.ee/en/privacy-policy/> (can be changed, so in the event of a question or dispute, the current version available at this link on the Website or at another place on the Website shall be applied).
- 13.3. **Service Rates:** <https://citybee.ee/en/pricing/> or in the App (can be changed, so in the event of a question or dispute, the current version available at this link on the Website or at another place on the Website and/or in the App shall be applied).
- 13.4. **Pricelist:** <https://citybee.ee/en/pricing/> (can be changed, so in the event of a question or dispute, the current version available at this link on the Website or at another place on the Website and/or in the App shall be applied).

**THE LESSEE:**

[\_\_\_\_\_]

(basis for representation, full name, signature)

**THE COMPANY:**

[\_\_\_\_\_]

(basis for representation, full name, signature)

**VEHICLE LEASE AND SERVICES AGREEMENT**

**SPECIAL TERMS**

These Special Terms have been signed by the Company and the Lessee on the date indicated below to consolidate the individual provisions of the Agreement. All capitalised terms used in these Special Terms shall have the meanings defined in the General Terms.

By signing these Special Terms, the Parties irrevocably and unconditionally confirm that they have also read, understood, and agreed to all provisions of the General Terms.

<b>DATE AND PLACE OF SIGNATURE, AGREEMENT NO.</b>			
Date		Place	
<b>AGREEMENT NO.</b>			
<b>PARTIES</b>			
<b>Company</b>		<b>Lessee</b>	
Name		Name	
Address		Address	
Legal entity code		Legal entity code	
VAT number		VAT number	
Bank account		Bank account	
Bank		Bank	
Phone No.		Phone No.	
E-mail address		E-mail address	
<b>COMPANY'S REPRESENTATIVE</b>			
For issues related to the performance of the Agreement <i>(position, first name, surname, phone number, e-mail address)</i>			
<b>RESPONSIBLE PERSON DESIGNATED BY THE LESSEE</b>			
For issues related to the performance of the Agreement and authorised to present (change) the list of Employees <i>(position, first name, surname, phone number, e-mail address)</i>			
<b>LEASE OBJECT</b>			
<b>Vehicles</b>	Specified and described in the App.		

<b>CAR SHARING [to be completed if applicable]<sup>1</sup></b>	
<b>Vehicles</b>	[Insert the Vehicle model, etc.]
<b>Number of Vehicles</b>	[To be inserted]
<b>Lease Period</b>	[To be inserted]
<b>Place of collection</b>	[A place agreed by the Parties] / As indicated in the App
<b>Place of return</b>	[A place agreed by the Parties] / As indicated in the App
<b>Usage Period</b>	[_____]
<b>Service Price (per month)</b>	[__ unit per month]
<b>Start/end of the trip, payment conditions, other</b>	<p>The Lessee shall have the right to collect the Vehicle upon receiving an information notice from the Company by e-mail about the possibility to collect the leased Vehicle and information about the parking place of the Vehicle.</p> <p>If the Lessee wishes, the leased Vehicle (Vehicles) can be delivered to a place agreed upon by the Parties for an additional fee.</p> <p>Before accepting and starting to use the Vehicle, the Lessee must inspect it (both inside and outside), as well as check whether all the additions and accessories of the Vehicle are present (i.e., among others, the ignition key and the Vehicle documentation). The Lessee, having noticed externally visible damage to (faults of) the Vehicle and/or its equipment, undertakes to record (photograph) the damage (faults) (it should be possible to identify the Vehicle and the damage (faults) from the photos) and inform the Company about the observed damage (faults) through the App, forwarding the photos of the recorded damage (faults), immediately, but no later than before the start of using the Vehicle. If the damage (faults) recorded by the Lessee are of minor importance (e.g., a small scratch on the Vehicle), the Lessee shall have the right to start operating the Vehicle after recording them.</p> <p>If the damage (faults) observed by the Lessee are not of minor importance (e.g., the Vehicle has a dent, some equipment is missing in the Vehicle, etc.), the Lessee shall be provided with another suitable Vehicle at a time agreed upon with the Lessee.</p> <p>If the Lessee does not inform the Company of the damage to (defects of) the Vehicle in the manner and time specified in this clause, it shall be considered that all damage or faults have occurred during the term of provision of the Services and the Lessee shall be fully liable for them and the resulting losses.</p> <p>After the Lessee's Employee unlocks the Vehicle, it shall be considered that the Vehicle has been properly handed over to the Lessee.</p> <p>At the end of the Usage Period of the Vehicle specified in the Special Terms of the Agreement, or upon its early termination, the Lessee undertakes to return the Vehicle no later than the last day of the Usage Period. When returning the Vehicle to the address specified by the Company, the Lessee must check in advance whether it has collected its belongings from the Vehicle and whether it has left the documentation, additions, accessories of the Vehicle.</p> <p>When returning the Vehicle to the Company, the Lessee must also return the Vehicle key to the Company. When the Lessee returns the Vehicle, an initial inspection of the</p>

<sup>1</sup> This form is to be completed every time *Car Sharing* services are ordered or changed.

<b>Lessee's obligations</b>	Vehicle shall be performed, during which the Parties record in photos the status of the Vehicle exterior and interior.
	Unless otherwise specified in the Special Terms of the Agreements, the Service Price shall be calculated from the beginning of the Usage Period specified in the Special Terms throughout the Usage Period until the end of the Lease Period set in the Special Terms of the Agreement, and upon failure by the Lessee to return the Vehicle in due time, until the day of its actual return.
	The Vehicles shall be considered properly handed over to the Lessee from the moment when the Lessee (its Employees) collects (unlocks) the Vehicle. No separate Vehicle acceptance-handover deed shall be drawn up by the Parties.  If the moment of actual collection of the Vehicle does not coincide with the beginning of the Lease Period specified in the Special Terms above, the Rental shall be calculated from the beginning of the Lease Period.
	Defects observed/recorded [_____]
	At the end of the Lease Period, the Lessee must return the Vehicles clean (both inside and outside).
	The Lessee ensures that the Services are used only by the Lessee's Employees who have Accounts.
	Upon the Company's reasoned request, the Lessee must provide the Company with all information about which Employee drove the Vehicle and used the Services at a specific time and place.
<b>Other conditions</b>	Other observations: [_____].
	After the end of the Usage Period, these Special Terms shall expire, but the Agreement itself shall not end and shall continue to apply to the relationship between the Parties under the terms and conditions of the standard Agreement, respectively.

**SPECIAL TERMS OF PAYMENT [To be completed ONLY if applicable]**

The Company shall issue a VAT invoice to the Lessee for the Services provided in the previous month by the fifth (5 <sup>th</sup> ) business day of the current month and send it to the Lessee at the e-mail address specified in the Special Terms. The Lessee shall have the right to review the invoices issued to it at any time on the Website, upon logging on to the Self-service.
According to this Agreement, the Lessee must pay for the previous month by the tenth (10 <sup>th</sup> ) day of the current month unless it has already paid by then. The Lessee, upon receiving a VAT invoice, must check within five (5) business days whether the data specified in it are correct, and inform about any observed discrepancies by e-mail. The Lessee must

make any claims related to the data specified in the invoices no later than five (5) business days from the date of receipt of the invoice. If the Lessee does not make any claims within this term, it shall be considered that the Lessee agrees with the invoice presented.	
If the Lessee has not received an invoice by e-mail by the end of the specified payment term, the Lessee undertakes to contact the Company for the invoice.	
Invoices shall be provided electronically only. Electronic invoices complying with the European standard for electronic invoicing, the reference of which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (the <b>European standard on electronic invoicing</b> ), shall be submitted by measures chosen by the Company.	
Where it is not possible to submit invoices in accordance with the above requirements, the Company shall submit them to the Lessee to the following e-mail address: [_____]. The Lessee represents that the Company's VAT invoices submitted by e-mail to _____ are deemed to have been submitted properly.	
The Lessee must pay for the Services provided in the previous month within ten (10) calendar days from the day of receipt of the invoice unless it has already paid by then.	
<b>EXCLUSIONS/GENERAL TERMS OF THE AGREEMENT NOT APPLICABLE</b>	
<b>Clause of the General Terms of the Agreement to be amended (supplemented)</b>	<b>Clause of the General Terms of the Agreement to be restated</b>

<p><b>THE LESSEE</b></p> <p>[_____]</p> <p>Position, first name, surname, signature</p>	<p><b>THE COMPANY</b></p> <p>[_____]</p> <p>Position, first name, surname, signature</p>
---	--