

VEHICLE HIRE AND SERVICE PROVISION CONTRACT

General Terms and Conditions

This Vehicle Hire and Service Provision Contract was concluded on the date indicated in the Special Terms and Conditions of the Contract (hereinafter referred to as the “Special Terms and Conditions”) by the Lessor indicated in the Special Terms and Conditions and the Lessee indicated in the Special Terms and Conditions. Hereinafter the Lessee and the Lessor shall be collectively referred to as the “Parties” and individually as a “Party”.

I. DEFINITIONS USED IN THE CONTRACT

- 1.1. “**Lessee**” shall mean the Lessor’s customer (legal person) which signs this Contracts and enables the Employees of the Lessee to use the Vehicles on the basis of the Contract.
- 1.2. “**Employee of the Lessee**” shall mean an employee of the Lessee (legal person) or another natural person appointed by it to whom the Lessor grants the right to connect to the Electronic System, carry out operations therein and use the Lessor’s Vehicles under the procedure prescribed herein in the name, at the expense and liability of the Lessee. The requirements and obligations provided for herein applicable to the Lessee shall *mutatis mutandis* be applicable to the Employees of the Lessee.
- 1.3. “**Vehicle**” shall mean a two-wheel vehicle driven by muscular force or powered by an electric motor or a motor vehicle provided by the Lessor to the Lessee for temporary possession and use under the procedure prescribed herein.
- 1.4. “**Vehicle Use Period**” shall mean a period of time from the moment of the Vehicle unlocking/collection from the Parking Area to the moment of locking/return to the Parking Area.
- 1.5. “**Services**” shall mean the Vehicle maintenance (overhaul and current repairs, technical support) services including all materials and fuels necessary for operation of the Vehicle and compulsory insurance against civil liability in respect of the use of vehicles and comprehensive insurance of vehicles (CASCO).
- 1.6. “**Website**” shall mean the Lessor’s website www.citybee.it
- 1.7. “**Mobile Application**” shall mean application software intended for smart phones, tablets and other mobile devices by virtue of which the Vehicle reservation, unlocking, locking and/or other actions provided for in the software are carried out.
- 1.8. “**Electronic System**” shall mean the Vehicle reservation system in the Mobile Application.
- 1.9. “**Vehicle System**” shall mean an electronic system installed in the Vehicle which records the location of the Vehicle, the distance covered by the Vehicle, the time of use of the Vehicle, use of the Fuel Card and other data related to the Vehicle and use thereof and transmits the data to the Lessor.
- 1.10. “**Price**”/“**Service Fee**” shall mean the fee for hire of the Vehicles and the Services provided by the Lessor hereunder payable by the Lessee to the Lessor.
- 1.11. “**Pricelist**” shall mean the Vehicle hire and service prices and other charge rates published on the Website.
- 1.12. “**Fuel Card**” shall mean a fuel card in each motor Vehicle which is owned by the Lessor and intended for payment for fuel in the service station specified by the Lessor.
- 1.13. “**Parking Area**” shall mean a parking lot of the Vehicle from which the Lessee collects the Vehicle and/or to which the Vehicle is returned. The Parking Area from which the Vehicle is collected and the Parking Area to which the Vehicle is returned may not coincide. Motor Vehicles of some models indicated Website and Mobile Application must be returned to the same Parking Area from which the motor Vehicles were collected by the Lessee. The list of the Parking Areas shall be made available in the Electronic System.
- 1.14. “**Contract**” shall mean this vehicle hire and service provision contract which shall consist of the Special Part and the General Part. The Special Part and the General Part of this Contract shall constitute integral parts of this Contract. In case of any inconsistencies between the Special Part and the General Part of the Contract, the terms and conditions set forth in the Special Terms and Conditions shall prevail.

II. SUBJECT-MATTER OF THE CONTRACT

- 2.1. The Lessor shall undertake to grant the Lessee the right to possess and use the Lessor’s Vehicles on a temporary basis for payment under the terms and conditions provided for herein, whereas the Lessee shall undertake to pay to the Lessor the Price for hire of the Vehicles and the Services provided by the Lessor hereunder within the time limits and under the procedure prescribed herein.

- 2.2. The Parties shall agree that the Vehicles are hired for the hire period which shall run from the moment of unlocking the Vehicle and shall end after locking the Vehicle.

III. REGISTRATION OF THE LESSEE, ITS EMPLOYEES IN THE ELECTRONIC SYSTEM

- 3.1. The Lessee shall be entitled to use the Services provided by the Lessor only in accordance with the procedure established herein and after provision of all information and documents requested by the Lessor.
- 3.2. The Contract shall come into force from the moment of signature thereof and may be signed by a qualified electronic signature, original signature; furthermore, the Contract shall be deemed to be valid when the Parties exchange a scanned original copy of the Contract signed by both Parties.
- 3.3. Only the Lessor shall be entitled to register the Lessee and the person appointed by the Lessee for performance of the Contract in the Electronic System. The Employee of the Lessee may be registered in the Electronic System only by the responsible person appointed by the Lessee indicated in the Special Part of the Contract or, in exceptional cases (for example, in case of a technical failure to register the employee), this may be done by the Lessor, subject to receipt of the request from the responsible employee appointed by the Lessee or the Lessee. The Lessee and the Employee of the Lessee shall be entitled to start using the service only after conclusion (signature) of this Contract by the Lessee, familiarisation of the Employees of the Lessee with the terms and conditions of this Contract, provision of the personal data of the Employees of the Lessee indicated by the Lessor who shall be entitled to hire the Vehicles in the name and at the expense of the Lessee on the basis of this Contract to the Lessor and upon completion of other required fields of information in the Mobile Application.
- 3.4. The responsible person of the Lessee indicated in the Special Part of this Contract shall be entitled to register the Employees of the Lessee to whom the Lessee grants the right to use and possess the Vehicles in the Lessee's name and at the Lessee's expense in the Electronic System providing the name, surname, e-mail and telephone number of the Employees of the Lessee. The Lessee shall ensure that, prior to starting using the Vehicles, the Employee of the Lessee has familiarised himself with this Contract. Having received the data of the Employees of the Lessee granted the right to hire the Lessor's Vehicles in the name of the Lessee from the Lessee, the Lessor shall enter the data provided by the Lessee and the data of the Employees of the Lessee (name, surname, e-mail and telephone number) in the Electronic System. The Lessee shall indicate the e-mail addresses of the Employees of the Lessee which shall be deemed to be the identification number of the Employees of the Lessee. The Employee of the Lessee shall create his password used for login of the Employee of the Lessee to the Electronic System for hire of the Lessor's Vehicles by himself.
- 3.5. The Lessee shall certify that only the Employees of the Lessee who on the date of hire of the Vehicle have an individual access to the Mobile Application granted by the Lessor, a valid driving licence allowing to drive the Vehicles leased by the Lessor shall be entitled to use the services provided by the Lessor hereunder including hire of the Vehicles. The Employee of the Lessee willing to use motor Vehicles must have a valid driving licence and approve its validity in accordance with the procedure established in the Mobile Application, i.e. after logging in to his/her individual account, upload photos of his face image and driving licence upon receipt of which the Lessor shall perform verification of the similarity of the face of the Employee of the Lessee and verify the validity of the document evidencing the right to drive motor Vehicles.
- 3.6. If the Employee of the Lessee fails to enter his personal data, incorrectly indicates or makes a mistake in entering his personal data, registration of the Employee of the Lessee shall be deemed to be invalid. The Lessee shall be obliged to indemnify the Lessor against all losses incurred as a result of provision of false or inaccurate information of the Lessee.
- 3.7. After the Lessee signs the Contract, familiarises the Employees of the Lessee with the Contract, provides the requested information and documents to the Lessor and the Lessor performs necessary operations of identification of the Lessee and the Employee(s) of the Lessee and information verification operations, the Lessor shall undertake to grant the Lessee the right to temporary operate and use the Vehicles in provision of the Services, whereas the Lessee shall undertake to use the Vehicles under the procedure established in this Contract and legislation of the Republic of Lithuania and pay to the Lessor the price for hire of the received Vehicles and the provided Services.

- 3.8. Upon signature of this Contract, the Lessee shall be provided with the details of login to the Electronic System with which the Lessee, the employees appointed thereby may perform operations related to reservation of the Vehicles. The data of login to the Electronic System shall be provided only to the particular natural person (employee); thus, the afore-mentioned data must be protected and not disclosed by the Lessee to anyone. The Lessee shall represent that it shall be fully liable for use of the Lessee's account in the Electronic System by the Employees of the Lessee and the accounts of the Employees of the Lessee created on the basis of the Lessee's account, safety thereof and shall indemnify the Lessor against all losses, costs incurred as a result of use of the Lessee's account in the Lessor's Electronic System by the Lessee and the Employees of the Lessee and for use of the accounts of the Lessee, the Employees of the Lessee in the Lessor's Electronic System by third parties irrespective of how the third parties acquired the access to the accounts of the Lessee, the Employees of the Lessee in the Lessor's Electronic System.
- 3.9. The Lessee and the Employees of the Lessee shall undertake to protect the provided details of login to the Electronic System and passwords and immediately notify the Lessor by the general information telephone if the data is lost or becomes available to third parties.
- 3.10. Having received a notification of lost data of login of the Lessee or the Employee of the Lessee to the Electronic System or data of login of the Lessee or the Employee of the Lessee to the Electronic System which has become available to third parties, the Lessor shall undertake to immediately, but not later than within 8 working hours block the login to the personal account of the Lessee of the Employee of the Lessee.
- 3.11. Both the Lessor and the Lessee and the Employee of the Lessee shall undertake to notify each other of any changes in their personal data (name, surname/name, address, registration number etc.) not later than within 5 calendar days.
- 3.12. The losses incurred after giving the notification of the Lessee or the Employee of the Lessee referred to in paragraph 3.10 hereof to the Lessor shall be borne by the Lessor, except for the cases if the losses are incurred as a result of unfair actions of the Lessee or the Employee of the Lessee. If the losses are incurred as a result of loss of the login data of the Lessee or the Employee of the Lessee or use of the login data of the Lessee or the Employee of the Lessee by third parties before giving the notification referred to in paragraph 3.10 hereof to the Lessor, the losses shall be deemed to have arisen as a result of gross negligence of the Lessee or the Employee of the Lessee unless the Lessee or the Employee of the Lessee proves otherwise and such losses must be compensated by the Lessee or the Employee of the Lessee.
- 3.13. The Lessee shall undertake to ensure that when using the computer hardware, software or other equipment used for the Lessee's login to the Electronic System all rational security measures including anti-virus applications must be assumed and shall be responsible for all consequences arising due to inadequate protection of the Lessee's computer or other systems. In case of a breach of the security of the software and data necessary for use of the Electronic System, the Lessor shall issue a new password according to the Lessee's request.

IV. VEHICLE OPERATION CONDITIONS AND LIABILITY

- 4.1. The Lessor shall undertake to ensure that the Vehicle was in good order and prepared for operation.
- 4.2. The Vehicle's defects which do not have an impact on traffic safety or shall not have an impact in the short run as well as defects which are not the consequence of improper maintenance of the Vehicle carried out by the Lessor shall not be recognised as defects.
- 4.3. The Lessee shall undertake to use the Vehicle and ensure that all Employees of the Lessee used the Vehicles as careful and diligent owners, use the Vehicles only for its original intended purpose.
- 4.4. The Lessee shall undertake to comply with the Vehicle operation requirements established by the manufacturer of the Vehicle and specified in the Vehicle use manuals/instructions drawn up by the manufacturer and kept in the Vehicle, the Lessor's instructions and recommendations set out in Sections V-VIII hereof, the road traffic regulations set forth in the legal acts and the requirements of the applicable legal acts. The Lessee shall also undertake to comply with the Vehicle operation requirements which are not mentioned herein above but are considered as ordinary requirements for use of such property.
- 4.5. The Lessee shall undertake to immediately notify the Lessor and the respective public authority (e.g. police, fire service) if the Vehicle is destroyed, damaged, breaks down or otherwise becomes improper

- for use as well as circumstances preventing from operation and use of the Vehicle or ensuring normal Vehicle operation conditions arise.
- 4.6. The Lessee shall not be entitled to sublease the Vehicle, assign his rights and duties hereunder or transfer the Vehicle to another person or allow another person to use the Vehicle without a written consent of the Lessor.
 - 4.7. The Lessee shall be held fully responsible for the Vehicle for the entire Vehicle Use Period. During the Vehicle Use Period, the responsibility of the operator of the Vehicle as a source of higher risk shall fall within the Lessee.
 - 4.8. The Lessee shall not be held liable for any failures of the Vehicle which arise in the course of operation of the Vehicle and are the consequence of earlier operation and normal wear and tear of the Vehicle if the Lessee immediately notifies the Lessor by telephone and complies with the instructions given by the Lessor.
 - 4.9. If during the Vehicle Use Period the Vehicle is damaged, destroyed or lost (including, but not limited to confiscation of the Vehicle) and if any accessories of the Vehicle (e.g. ignition key) are lost, destroyed or damaged, the Lessee shall undertake to pay to the Lessor a penalty in the amount indicated in the Pricelist (amount of the deductible) and indemnify the Lessor against the caused damage and losses to the extent they exceed the amount of the penalty in cases where the damages/losses have been caused to the Lessor:
 - 4.9.1. as a result of a failure to comply with the Vehicle operation conditions by the Lessee;
 - 4.9.2. as a result of use of the Vehicle for carrying out of the actions for the performance of which it is not adapted;
 - 4.9.3. as a result of operation of the Vehicle by an unlawful operator;
 - 4.9.4. where the Lessee is not entitled to drive a vehicle of such category or is not entitled to drive vehicles;
 - 4.9.5. as a result of operation of the Vehicle where the Employee of the Lessee is under the influence of alcohol, drugs and/or other psychoactive substances and where the latter has used alcohol or other psychoactive substances after the traffic accident before establishment of the circumstances of the traffic accident or avoided breath test for alcohol or intoxication (for the purposes of this Contract, being under the influence of alcohol or intoxication shall be construed in accordance with the procedure prescribed in the legal acts of the Republic of Lithuania);
 - 4.9.6. as a result of a failure to comply with the requests of the road police or other competent authorities by the Lessee using the Vehicle;
 - 4.9.7. where the Lessee uses the Vehicle for carrying out of criminal actions;
 - 4.9.8. as a result of loading of the goods to the Vehicle or unloading from the Vehicle;
 - 4.9.9. as a result of staining, scratching, tearing of the interior (equipment) of the Vehicle caused by the Lessee, passengers or pets;
 - 4.9.10. through intent or gross negligence of the Lessee;
 - 4.9.11. where the Lessee fails to report the traffic accident to the police, fire service and/or other competent authorities in accordance with the procedure established in the insurance rules of the insurance company which has insured the Vehicle.
 - 4.10. In the cases set out in the insurance rules of the insurance company which has insured the Vehicle, when the insurance company compensates the damage, it acquires the right of recourse in collection of the total paid out insurance benefit from the Lessee if the damage against which the Vehicle is insured was caused through its fault or due to its actions.
 - 4.11. If in the course of use of the Vehicle it becomes dirtier than when normally operated (both inside and outside), the Lessee shall be obliged to compensate the fees indicated in the Pricelist and if such fees are not indicated, the Vehicle washing and cleaning costs.
 - 4.12. In case where the Vehicle is confiscated, arrested or lost or any other rights to it are restricted in the course of use of the Vehicle through the fault of the Lessee or due to the circumstances arising in the course of such use, the Lessee shall be obliged to perform all obligations in relation to the Vehicle provided for herein before return of the Vehicle to the Lessor. The Lessee shall also be obliged to indemnify the Lessor against all losses incurred in relation to the circumstances set out in this paragraph.

- 4.13. The Lessee shall undertake to comply with the requirements of the insurance rules established by the insurance company which has insured the Vehicle. The insurance rules shall be published on the Website.
- 4.14. The Lessee shall assume full liability for violations of the legal acts and damage caused to third parties during the Vehicle Use Period. If the Lessee operates the Vehicle in an improper manner or otherwise breaches this Contract and, consequently, the Lessor incurs losses (e.g. payment of taxes or files payable to public authorities or third parties etc.), the Lessee shall undertake to compensate such losses. Given the legitimate grounds, the Lessee's information on the Lessee, its employee available to the Lessor may be transmitted to public authorities and/or bailiffs for the purposes of payment and collection of taxes or fines.
- 4.15. At the request of the Lessor, the Lessee shall undertake to pay to the Lessor a fine in the amount set in the Pricelist for non-performance, breach or improper performance of any of the obligations provided for herein provided that no other liability for the respective breach is established herein.
- 4.16. If the Lessor fails to ensure provision of the Services under the terms and conditions set forth herein (i.e. the Vehicle is not found in the specified Parking Area or the Vehicle is not in good order or cannot be operated), after the Lessee notifies the Lessor by telephone, the Lessor shall undertake, at the Lessee's discretion, (1) to indemnify the Lessee against the taxi costs agreed over the telephone not exceeding the amount indicated in the Pricelist (the costs shall be compensated according to the invoice issued by the Lessee allowing a discount for use of the Vehicle in the future for the amount indicated in the Electronic System) or (2) deliver another Vehicle to the Lessee not later than within 1 (one) hour.
- 4.17. The Lessor shall not be held liable for the Lessee's losses incurred by him as a result of inability to use the Vehicle in the event of an accident or for other reasons beyond control of the Lessor.
- 4.18. If the Lessee cannot properly use the Lessor's services, the Lessee shall be obliged to notify the Lessor by e-mail, telephone or in writing. Attempts shall be made to settle a dispute by mutual peaceful agreement of the parties or under the procedure established in the legal acts on the basis of all information provided by the Lessee and available to the Lessor. Any claims for the services shall be brought not later than within 3 (three) months from the date of provision of the services. The Lessor shall seek to respond to the Lessee's application as soon as possible but, in any case, not later than within 30 (thirty) calendar days from the date of receipt of the application.
- 4.19. All disputes and disagreements between the Parties which are not settled in the afore-mentioned way shall be settled in a court of the Republic of Lithuania according to the location of the registered office of the Lessor.
- 4.20. The Lessor shall be held liable for performance of the obligations provided for herein and must indemnify the Lessee against direct losses caused by improper performance of its obligations which, in any case, do not exceed the price of the Services paid by the Lessee in the month preceding the breach of the Contract committed by the Lessor. The amount compensated to the Lessee by the Lessor as agreed upon by the Parties or established by the responsible authorities shall be included in another future invoice and/or included in future payments. The Lessor shall not be liable for any indirect losses.
- 4.21. Vehicles may be used only in the territory of the Republic of Lithuania. Leaving the territory of the Republic of Lithuania may be mutually agreed by both parties.

V. GENERAL RULES CONCERNING USE OF VEHICLES

- 5.1. The Lessee driving the Vehicle must be sober and not under the influence of psychoactive substances. Furthermore, the Lessee shall be prohibited from driving if he is sick or tired where his driving may pose a risk to the traffic safety, transfer the motor Vehicle to other persons for driving. When driving a motor Vehicle, the Lessee shall be obliged to follow information on the categories of the vehicles he is authorised to drive as specified in the driving licence.
- 5.2. Driving the Vehicle under the influence of alcohol, drugs and/or psychotropic substances, other psychoactive substances shall be prohibited. When using the Vehicle, the Lessee must be completely sober (0.00 per mil) and not under the influence of psychoactive substances. In the event where the Lessee breaches the requirement set out in this paragraph or transfers the Vehicle or grants an access to driving the vehicle to another person who does not meet the requirement set forth in this paragraph, the Lessee must pay to the Lessor a fine in the amount of EUR 2,000 (two thousand Euro) if the breach is committed when driving a motor vehicle or a fine in the amount of EUR 500 (five hundred Euro) if the

- breach is committed when driving a two-wheeled vehicle driven by muscular force or powered by an electric motor. The Lessee shall pay to the Lessor the fine specified in this paragraph within 3 (three) days from the date of violation of this paragraph. The Lessor shall be entitled to immediately and for an indefinite period suspend the provision of the Services to the Lessee, block the start of the Vehicle and take back the Vehicle without further notice.
- 5.3. The Lessee shall undertake to use the Services in accordance with the provisions of this Contract and acting as a reasonably careful, responsible and informed person. When driving the Vehicle, the Lessee shall be obliged to observe the road traffic safety rules established in the legal acts of the Republic of Lithuania.
 - 5.4. The Lessee must ensure that each time before starting using the Vehicle the Vehicle was examined and it was made sure that the Vehicle has no clearly seen defects or faults. If any defects or faults are detected, the Lessee shall be obliged to notify the Lessor by telephone or in writing. Otherwise, all damages shall be deemed to have arisen during the period of use of the Vehicle by the Lessee and the Lessee shall be held responsible for them.
 - 5.5. At the end of his ride, the Lessee shall be obliged to return the Vehicle to the Parking Area.
 - 5.6. The Lessee shall be held fully responsible for the Vehicle, the risk and liability of the operator of the source of a higher risk shall pass to him from the start of the use of the Vehicle.
 - 5.7. The Lessee shall be familiarised and agree that it may take up to 1 minute to unlock or lock the Vehicle (each action separately) due to the communication operators and the time shall be included in the price of the Services as use of the Service.
 - 5.8. The Lessee shall be obliged to return the Vehicle in the condition which is not worse than the condition in which the Vehicle was received taking into account normal wear and tear. For the purposes of taking a decision on normal wear and tear of the motor Vehicle, the Parties shall follow the guide prepared on 1 March 2010 by the Lithuanian Autoentrepreneurs Association and published on the website of the association at http://www.laa.lt/uploads/Atmintine_2010_03_01.pdf, (the guide shall be deemed to be an integral part hereof) and the requirements established in the public maintenance rules. The normal wear and tear shall not include the following:
 - 5.8.1. broken, deformed or otherwise mechanically or thermally damaged parts;
 - 5.8.2. inoperable devices and mechanisms;
 - 5.8.3. body dents, paint layer cracks and clear scratches (where the paint layer is damaged to the primer layer);
 - 5.8.4. depreciation of the paint payer as a result of intense washing and/or cleaning of the vehicle;
 - 5.8.5. low quality repair and/or defects as a result of repair;
 - 5.8.6. cracks of windows of the body;
 - 5.8.7. scratches of windows of the body arising as a result of improper use and/or cleaning of the Vehicle;
 - 5.8.8. damages of the interior such as burnt or stained seats, broken plastic parts of the front panel or boot lid, window opening handles etc.
 - 5.8.9. damaged geometry of the body.
 - 5.9. If the Vehicle breaks down, alert signals switch on the dashboard, suspicious extraneous noises can be heard or the Vehicle cannot be further safely operated, the Lessee shall be obliged to immediately stop using the Vehicle and notify the Lessor by telephone and comply with further instructions of the Lessor.
 - 5.10. In the event of any damages to the Vehicle during a traffic accident or due to other circumstances, the Lessee shall undertake to immediately notify the Lessor and the respective services (police, fire service etc.), complete a traffic accident declaration and carry out other necessary actions with a view to preventing or reducing possible damages to the Vehicle and/or persons and property.
 - 5.11. The Lessee shall be obliged to ensure that the Vehicle was not further used in case where it breaks down and further use of the Vehicle may increase damages or endanger the traffic safety or use of the Vehicle may result in greater damages to the Vehicle.
 - 5.12. If the Lessee delays to return the Vehicle within the set maximum time limit for use of the Vehicle, the Lessee shall be subject to the Service Fee indicated in the Pricelist for every minute of delay to return the Vehicle.
 - 5.13. The Lessor shall be entitled to install alcolocks, i.e. breathalysers preventing the Vehicle from being started. If the Lessee, the Employee of the Lessee has used alcohol, after blowing into a breathalyser ignition of the Vehicle may be locked and the Service shall not be provided. If the Lessee, the Employee

of the Lessee has not used alcohol, the Vehicle shall be started and the Service shall be provided to the Lessee in the normal manner.

VI. RULES CONCERNING USE OF TWO-WHEEL VEHICLES DRIVEN BY MUSCULAR FORCE AND TWO-WHEELED VEHICLES POWERED BY AN ELECTRIC MOTOR

- 6.1. Having arrived in the Parking Area, the Lessee shall choose the respective command and fulfil the commands in the screen of the Mobile Application for unlocking the Vehicle and, after completion of the reservation, for locking the Vehicle. The Lessee shall be obliged to immediately notify the Lessor of malfunctions of the Mobile Application.
- 6.2. The Lessee shall be obliged to examine the two-wheel vehicle to make sure that it does not have clearly visible damages, it has a lock, the two-wheel vehicle is with wheels. In case of detection of any defects, faults or other nonconformities of the Vehicle set out in this paragraph (or other faults), the Lessee shall be obliged to immediately notify the Lessor by telephone before starting using the two-wheel vehicle. In case where the notification is not given before the actual start of use of the Vehicle, any defects, nonconformities or faults of the Vehicle which become evident shall fall within the responsibility of the Lessee.
- 6.3. If in the course of use of a Vehicle the Lessee does not use the Vehicle for a short period of time, but the ride is not finished, the Lessee shall be obliged to take all actions including but not limited to locking of the Vehicle (bicycle), taking the Vehicle (scooter) with himself so that it could not be misappropriated or used by unauthorised persons. During the period of use of the Vehicle, the Lessee shall be fully liable for its security and must indemnify the Lessor against the losses incurred by it as a result of damage to, destruction or loss of the Vehicle.
- 6.4. Having used the Vehicle, the Lessee must return the Vehicle to the Parking Area. If the Vehicle is not returned within 24 hours, it shall be deemed to be lost. In case of loss of the Vehicle, the Lessee shall undertake to pay to the Lessor a fine indicated in the Pricelist and indemnify the Lessor against all losses not covered by the fine. Having paid the fine to the Lessor, the Lessee shall not acquire the ownership right to the Vehicle. The Lessor shall make every effort to recover the Vehicle. In case where exceeding of the maximum time of use of the Vehicle is foreseen, the Lessor must be notified not later than two hours to the expiry of the maximum term. The maximum term of use of the Vehicle may be extended by a separate mutual agreement between the parties.
- 6.5. After return of the Vehicle to the Parking Area, the Vehicle must be locked according to the instruction given in the Mobile Application. In order to lock the lock of the two-wheel vehicle, the Lessee must choose the respective command in the screen of the Mobile Application and follow and perform the indicated steps before and after locking. Having taken all the steps and having satisfied himself that the lock is locked, the Lessee shall be entitled to leave the two-wheel vehicle.
- 6.6. Where a two-wheel vehicle is a bicycle, it may withstand up to 120 kg and the weight of the bag should be up to 5 kg.
- 6.7. Where a two-wheeled vehicle is a scooter, it may withstand up to 100 kg.
- 6.8. All belongings carried by the Lessee, i.e. kept by the Lessee himself, put on the two-wheel vehicle or a motor two-wheeled or put into the bag, should be carried by the Lessee assuming full risk and liability for the security of the carried belongings.
- 6.9. The Lessee himself shall be held liable for any damage to, destruction or dirtying of the property or clothes of the Lessee in the course of use of the Service.
- 6.10. The Lessor shall not be held liable for any damage which may be sustained by the Lessee as a result of delay related to use of the Service, the damage which may be caused by the Lessee to third parties while using the Service and harm to the Lessee's health caused while using the Service.
- 6.11. The Lessee shall certify that he knows how to use the two-wheeled vehicle or the motor two-wheeled vehicle, had necessary knowledge, skills of use of the vehicle and that he meets the standard of physical fitness necessary for driving the vehicle.
- 6.12. The Lessor shall not be liable for any damage to the Lessee's health, life caused to the Lessee by use of the Vehicles by the Lessee. The Lessee shall use the Vehicles at his own risk, understanding the risk caused thereby.
- 6.13. The Lessee shall indemnify third parties against all damage caused by use of the Vehicles by the Lessee.

- 6.14. When using, driving the Vehicles the Lessee, the Employees of the Lessee must observe the Road Traffic Regulations approved by the Government of the Republic of Lithuania, not to violate them, not to cause any threat and not to cause any damage to own health, life and property and the health, life, property of third parties.
- 6.15. The two-wheeled motor vehicles shall be subject to the rules, terms and conditions of use and driving established herein which shall be the same as the ones established for the bicycles in the Road Traffic Regulations approved by the Government of the Republic of Lithuania.
- 6.16. In all cases, when using two-wheeled vehicles and two-wheeled motor vehicles the Lessee must act as a prudent and diligent master of the property.
- 6.17. The Lessee shall also be recommended:
 - 6.17.1. to drive at a safe speed;
 - 6.17.2. to start braking and driving the vehicle at a safe speed taking into account the experience, skills and weather conditions;
 - 6.17.3. to properly adjust the height of the seat;
 - 6.17.4. to wear head protection and appropriate clothes;
 - 6.17.5. before starting driving, to check if the vehicle (in particular, its seat (if any)) is clean.

VII. RULES CONCERNING USE OF MOTOR VEHICLES

- 7.1. Motor Vehicle Reservation Procedure
 - 7.1.1. Before starting a trip, a motor Vehicle must be reserved. Reservation of a motor Vehicle shall be carried out by means of the Mobile Application. A motor Vehicle may be reserved before the indicated time till the start of the expected start of use of the motor Vehicle. The time of reservation shall be indicated at each motor Vehicle at the moment of reservation of the Vehicle. To carry out the reservation, the following actions must be carried out:
 - 7.1.1.1. login to the Electronic System;
 - 7.1.1.2. choosing of the desired motor Vehicle;
 - 7.1.1.3. confirmation of the reservation of the motor Vehicle.
 - 7.1.2. Confirmation of the reservation shall be generated in the screen of the Lessee's Mobile Application.
 - 7.1.3. The Lessee may start using the motor Vehicle within the indicated time limit which shall be indicated at each motor Vehicle when reserving it from the moment of confirmation of the reservation; otherwise, reservation of the motor Vehicle shall be automatically cancelled in the Electronic System. If extended reservation is chosen at the moment of reservation of the motor Vehicle and the time of the initial reservation ends before the start of use of the motor Vehicle, the reservation of the motor Vehicle shall be extended for the paid time of reservation chosen by the Mobile Application. If the Lessee fails to start using the motor Vehicle within the chosen paid reservation time after expiry of the initial reservation time of the indicated duration, the extended reservation shall be automatically cancelled in the Electronic System. The Lessee shall pay for the chosen extended reservation time at the rates of the Services related to the motor Vehicle indicated in the Pricelist.
 - 7.1.4. The motor Vehicle use period for which the Lessee shall undertake to pay the Service Fee shall start to run in from unlocking the Vehicle reserved by the Lessee in the system of the Vehicle and shall be recorded in minutes till the moment of delivery of the Vehicle to the Parking Area to which the Vehicle must be returned and locking thereof (except for the cases of choosing extended reservation).
- 7.2. Motor Vehicle Use Procedure
 - 7.2.1. Having arrived to the place of the reserved motor Vehicle, the Lessee shall choose the command "unlock the Vehicle" in the screen of the Mobile Application.
 - 7.2.2. The Lessee shall be obliged to examine the motor Vehicle (both the interior and the exterior of the Vehicle) to satisfy himself that the motor Vehicle does not clearly visible damages and shall undertake to check if all fittings and accessories of the motor Vehicle (the ignition key, the fuel card and the vehicle documents) are in place and immediately notify the Lessor of any detected nonconformities by telephone 8 700 44844 or e-mail address info@citybee.lt. If an orange label stating that the damage has already been reported is attached to the clearly visible damage, the Lessor must not be additionally notified.

- 7.2.3. In order to drive the motor Vehicle, the motor Vehicle should be started using the ignition key inside the Vehicle. If the motor Vehicle does not need an ignition key, the motor Vehicle shall be started by pressing the button, keeping breaking pedal pressed.
- 7.2.4. In case of a temporary stop, the motor Vehicle shall be locked and again unlocked using the key of the motor Vehicle.
- 7.2.5. Having used the motor Vehicle, the Lessee must return the motor Vehicle to the desirable Parking Area (except for the motor Vehicles of some models indicated in the Website and Mobile Application which must be returned to the same Parking Area from which the motor Vehicles were collected by the Lessee).
- 7.2.6. The maximum period of use of the motor Vehicle shall be 30 days. If the Lessee fails to return the motor Vehicle longer than 30 days from the start of use of the Vehicle, the Lessor shall be entitled to address police for the theft of the motor Vehicle and to lock the starting of the motor Vehicle. In case where it is expected that the maximum Vehicle Use Period is exceeded, the Lessor must be notified not later than two hours to the expiry of the maximum term. The maximum term of use of the motor Vehicle may be extended by a separate mutual agreement between the parties.
- 7.2.7. The Lessor, by giving a 7 (seven) calendar days' notice to the Lessee in writing, including by e-mail or SMS, shall be entitled to replace the hired Vehicle with another Vehicle of the corresponding category and parameters at any time during the term of hire of the Vehicle in order for the Lessor to perform periodic Vehicle maintenance and repair works, remove Vehicle failures and carry out other actions. The Lessee, upon receipt of the Lessor's notice specified in this paragraph, must provide conditions for and allow the Lessor to replace the Vehicle, including, but not limited to, returning the keys of the Vehicle to the Lessor and other items taken from the Vehicle, and picking all personal items left behind in the hired Vehicle on the day and time specified by the Lessor, and at the place agreed by the Parties, and in accordance with the procedure established herein, accept another Vehicle transferred by the Lessor. Upon failure to fulfil the obligation specified in this paragraph, the Lessee must compensate all losses incurred by the Lessor.
- 7.2.8. When the motor Vehicle is returned to the Parking Area, the Lessee shall be obliged to put the key of the motor Vehicle to the same place from which it was taken, check if no personal belongings are left in the motor Vehicle and check if the documents, fittings and accessories of the motor Vehicle are left.
- 7.2.9. The motor Vehicle shall be returned and parked in the place in which it could be publicly accessed at any time. The Vehicles cannot be parked in:
 - 7.2.9.1. sites with the barriers (except for special parking areas in the airports marked in the Mobile Application);
 - 7.2.9.2. underground parking lots;
 - 7.2.9.3. private yards.
- 7.2.10. Having left the motor Vehicle, the Lessee shall choose the command "lock the Vehicle" in the screen of the Mobile Application. When leaving the motor Vehicle, the Lessee shall undertake to ensure that it was locked, all windows and skylights were closed and all accessories of the motor Vehicle were left in the Vehicle.
- 7.3. Fuel
 - 7.3.1. A fuel card is available in each motor Vehicle. The cards shall be the property of the Lessor. In case of use of the Fuel Card for the motor Vehicle, the price of the fuel shall be included in the Service Fee paid by the Lessee to the Lessor hereunder.
 - 7.3.2. Use of the Fuel Card for other vehicles of filling of fuel to any container using the Fuel Card shall be prohibited. If the Lessee breaches the afore-mentioned prohibition, the Lessor shall, in all cases, report misappropriation of fuel to the police and the Lessee shall be obliged to indemnify the Lessor against the losses incurred as a result of such unlawful use of the fuel and additionally pay the fees indicated in the Pricelist to the Lessor.
 - 7.3.3. The Lessee shall be obliged to safekeep the Fuel Card and leave it in the motor Vehicle after stopping using it and, in case of loss of the Fuel Card, immediately notify the Lessor and compensate the losses incurred as a result of this.
 - 7.3.4. Only the Fuel Card available in the motor Vehicle may be used for refilling of fuel to the motor Vehicle.

- 7.3.5. If the fuel reserve in the motor Vehicle decrease up to 1/4 of the fuel tank, the Lessee shall undertake to refill the fuel tank of the motor Vehicle in the nearest service station of the Lessor which has issued the Fuel Card. The PIN code of the Fuel Card shall be indicated on the card.
- 7.4. Other Terms and Conditions of Use of a Motor Vehicle
- 7.4.1. The Lessee shall be obliged to ensure that the motor Vehicles were used for their intended purpose, taking into account the procedure established herein, the manufacturer's recommendations and operating instructions and in accordance with the requirements of the Road Traffic Regulations and other legal acts.
- 7.4.2. The Lessee shall not be entitled to use the motor Vehicle for racing or other sport or racing related purposes, use it as a training vehicle and use the Vehicle at constant increased load (carriage of heavy goods etc., except for freight Vehicles), use the motor Vehicle for the purposes for which it is not adapted, use the vehicle for carrying out the activities prohibited by the legal acts of the Republic of Lithuania.
- 7.4.3. The Lessee shall be obliged to ensure that no one smoked in the motor Vehicles and if any animals are carried by the motor Vehicle, they must be carried only in specifically adapted transportation boxes. If anyone smokes in the motor Vehicle or if animals are transported by the motor Vehicle not in the specifically designated boxes or by breaching the established procedure, the Lessee shall be obliged to pay the fees indicated in the Pricelist to the Lessor.
- 7.4.4. The Lessee shall be obliged to ensure that even in case of parking the motor Vehicle for a short time, the lights and the player were turned off, the windows, the skylight were closed, everything was locked.
- 7.4.5. Any actions or attempts to read, copy, change or delete the data of the motor Vehicle system shall be strictly prohibited.
- 7.4.6. At the end of the trip, the Lessee shall undertake to park the motor Vehicle in the Parking Area. The Lessee shall undertake to ensure that the motor Vehicle was not parked in the Vehicle parking spaces reserved for third parties and the Vehicle shall not be left in the place in which parking of the motor Vehicle is prohibited by road signs or road marking. The responsibility for violations of the Road Traffic Regulations and/or other legal acts parking of the motor Vehicle not in the right place shall fall within the Lessee.
- 7.4.7. If during the motor Vehicle Use Period the Lessee parks the motor Vehicle in paid car parks, he shall pay for parking of the Vehicle by himself.

VIII. SETTLEMENT TERMS AND CONDITIONS

- 8.1. The Lessee shall pay to the Lessor the Service Fee according to the Pricelist valid at the moment of use of the Vehicle.
- 8.2. The Vehicle Use Period shall start to run in the Vehicle system from the moment of unlocking of the Vehicle and/or collection thereof from the Parking Area to the moment of actual return of the Vehicle to the Parking Area and locking thereof. The Service Fee shall be calculated according to the Pricelist valid at the time of use of the Service.
- 8.3. The Service Fee for each kilometre covered by the motor Vehicle shall be calculated by multiplying the number of kilometres covered by the Vehicle by the price of one kilometre indicated in the Pricelist. The distance covered by a motor Vehicle shall be rounded up to the nearest kilometre.
- 8.4. The Lessor shall, at its exclusive discretion, be entitled to provide a credit limit for the services, i.e. the maximum authorised outstanding amount for the services which may be accumulated by the Lessee, to the Lessee. The Lessor shall have the exclusive right to change the afore-mentioned credit limit, cancel, decrease or increase it at any time.
- 8.5. The Lessor shall issue a VAT invoice for the services provided during the last month on the basis of the data available in the Electronic System and the Vehicle system and send it to the Lessee by e-mail till the 5th (fifth) working day of the current month. The Lessee shall also be entitled to review the issued invoices in his electronic account in the Mobile Application or on the Website. According to this Contract, the Lessee shall be obliged to settle accounts for the previous month till the 10th (tenth) day of the current month if he has not settled accounts till then. Having received the invoices, the Lessee shall be obliged to check if the data indicated in the invoices is correct and notify of any noticed nonconformities within 5

- (five) working days. The Lessee shall be obliged to bring any claims related to information indicated in the invoices within 5 (five) working days from the date of receipt of the invoice. If the Lessee fails to bring claims within the afore-mentioned time limit, the Lessee shall be deemed to have accepted the issued invoice.
- 8.6. If the Lessee wishes to reissue/correct the invoice issued to him not through the fault of the Lessor (e.g. where the Lessee indicates incorrect details or the invoice issued to the natural person is reissued in the name of the legal person), an additional fee for reissue/correction of the invoice indicated in the Pricelist shall be charged.
 - 8.7. If the Lessee does not receive an invoice by e-mail till the expiry of the indicate due date, the Lessee shall undertake to apply to the Lessor for receipt of the invoice. The Lessee shall always download and check all issued invoices by logging in to his personal electronic account.
 - 8.8. In case where the Lessee fails to settle accounts with the Lessor in a timely manner, the Lessor shall be entitled to authorise a debt collection company to carry out the collection actions or assign its right of claim to the debt collection company for collection of the Lessee's debt.
 - 8.9. The Lessee shall undertake to pay any penalties (fines and default interest) and losses, compensations and other payable amounts to the Lessor not later than within 10 calendar days from the request unless the Rules provide for different time limits.
 - 8.10. The Lessee shall undertake to pay to the Lessor the default interest at the rate of 0.05 per cent upon the delinquent amount for each day of delay to settle accounts.
 - 8.11. All and any fines indicated in the Contract or the Pricelist shall be considered as minimum indisputable losses of the Parties. Payment of penalties fines or default interest) shall not release the Lessee from the duty to compensate all other losses of the Lessor not covered by the fine. In any case, imposition of the fines provided for herein shall not release the Lessee from the duty to fulfil the established obligations.
 - 8.12. If in the course of use of the Services the Lessee reaches the limit specified in the Pricelist, the Lessor shall be entitled to request the Lessee to pay for the hire of the Vehicle and the services used by the Lessee before the Lessor's request before expiry of the time limit provided for in the Contract. If the Lessee fails to pay the afore-mentioned amount within the agreed time limit, he shall be obliged to return the Vehicle to the Parking Area and properly finish reservation of the Vehicle not later than within one hour from the Lessor's request. Should the Lessee fail to settle accounts or return the Vehicle to the Parking Area, the Lessor shall be entitled to block the Lessee's access to the Electronic System, block the use of the Vehicle (lock the ignition of the Vehicle) till the Lessee covers the amount accumulated for the used services and report unlawful misappropriation of the Vehicle to the police.
 - 8.13. The Lessor shall be entitled to suspend provision of the Services to the Lessee, cancel the Lessee's trips (or reservations) and block the Lessee's access to the Electronic System if the Lessee fails to comply with the procedure established herein. Furthermore, if the Lessee fails to comply with or improperly complies with the terms and conditions hereof, the Lessor shall be entitled to request the Lessee to eliminate a violation of the Contract within an additional time limit, which in any case shall be not more than 1 (one) hour, unless the Lessor specifies a longer time limit in a separate notice. In case the Lessee fails to eliminate the violation of the Contract within the time specified in this paragraph, it shall be considered that after the expiration of the term of notice, the Vehicle hire term (reservation) shall also expire. Servicing of the notice of violation of the Contract, the non-removal of the violation within the set deadline and after the expiration of the term of notice shall be the legal facts based on which the Vehicle hire (reservation) shall expire and no separate notice regarding the Vehicle hire shall be provided. Upon expiry of the term of the Vehicle hire (reservation), the Lessee shall immediately return the Vehicle to the nearest Parking Area. In case the Lessee does not agree to fulfil or fails to fulfil the Lessor's request within the time limit set by the Lessor, the Lessor shall be entitled to block the Lessee's access to the Electronic System and/or block the use of the Vehicle (lock the starting of the Vehicle) and not to allow the Lessee to further use the Vehicle; the Lessor's employee shall also be entitled to collect the Vehicle without participation of the Lessee.

IX. PROVISIONS CONCERNING PROCESSING OF PERSONAL DATA

- 9.1. The Parties to the Contract shall process the personal data (name, surname, workplace, position, telephone number, e-mail address) of their employees, agents or other representatives transferred to

- each other on the basis of legitimate interests of the Parties to the Contract for the purposes of maintaining commercial relationship with such persons.
- 9.2. For the purposes of processing personal data, the Parties to the Contract shall 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, and repealing Directive 95/46/EC (General Data Protection Regulation), the Republic of Lithuania Law on Legal Protection of Personal Data and other legal acts governing protection of personal data, provisions concerning processing of personal data.
- 9.3. By concluding this Contract, the Lessee shall certify that it has received all consents, approvals, permissions to process the personal data of the Employees of the Lessee, i.e. name, surname, personal identification number, address, driving licence number, date of issue of the driving licence, the date of expiry of the driving licence, a copy of the driving licence, photo of the face image of the Employee of the Lessee and data in relation to use of the Services including the GPS (location) data of the Vehicle, from the Employees of the Lessee and shall store the received consents, approvals, permissions for the entire term of the Contract. The data of the Employees of the Lessee shall be provided to the Lessor for processing for the purposes of performance of this Contract, hire of Vehicles and provision and administration of the Services. The data must be provided for conclusion and performance of this Contract. In the event of a failure to provide personal data, the Contract may be not concluded. The Lessor cannot process personal data of the Employees of the Lessee received from the Lessee for the purposes incompatible with the purposes of performance of this Contract. When processing personal data, the Lessor shall observe the following principles:
- 9.3.1. Personal data shall be collected for the defined and lawful purposes;
- 9.3.2. Personal data shall be processed in a precise, good faith and transparent manner;
- 9.3.3. Only personal data which is adequate, proper and necessary for achieving the established objectives shall be processed;
- 9.3.4. Personal data shall be processed in a lawful manner, i.e. only on the lawful processing grounds set forth in the legal acts (conclusion and performance of the contract, consent as well as other grounds, where appropriate);
- 9.3.5. Personal data shall be regulated updated;
- 9.3.6. Personal data shall be stored not longer than required by the data processing objectives.
- 9.4. When processing personal data for the purposes of performance of this Contract, administration of the Services, the data shall be stored for 3 months if provision of the service is refused and for 5 years from the moment of provision of the service if the service is provided. Data of the Employees of the Lessee who have failed to perform their financial and/or property obligations or have caused damages to the Lessor shall be stored for an additional 5-year period. The Lessor shall undertake to destroy the personal data of the Employees of the Lessee upon expiry of the data storage period.
- 9.5. In the event where the Employee of the Lessee connects to wired or wireless devices in the Vehicle, including but not limited to by navigation, multimedia systems, using mobile devices, including, but not limited to, smart phones, the data of the Lessee's devices shall remain stored in the Vehicle. The Employee of the Lessee shall declare that he understands that the data of the mobile device must be deleted from the Vehicle memory by the Employee of the Lessee using the Vehicle in the name of and at the expense of the Lessee in accordance with the instructions of the Vehicle manufacturer. The Lessee shall declare that he understands and knows that the Lessor shall not be liable and in no way compensate the Lessee and the Employee of the Lessee for losses arising from the data of the mobile device of the Employee of the Lessee stored in the Vehicle. All claims brought by the Lessee and the Employee of the Lessee in relation to non-deleted data of the mobile devices of the Employee of the Lessee stored in the Vehicle shall be deemed to be unsubstantiated and shall not be considered by the Lessor.
- 9.6. The Lessee shall be aware that if the moment of his registration in the Mobile Application and performance of the Vehicle reservations any reasonable doubts that the Lessee fails to settle accounts for the provided services (e.g. increasing use of the services) arise and the Lessor may suffer property damage, the Lessor shall be have a legitimate interest related to the Lessor's property interests and protection thereof to collect and assess lawfully accessible data of the Lessee (including the personal identification number/registration number, credit rating etc.) for the purposes of solvency verification, debt management and/or recovery and shall be entitled at any time to perform collection and assessment of the afore-mentioned data if the Lessee's application for his existing or former debt is received.

- 9.7. Should the Lessee fail to perform his financial obligations on the basis of this Contract and fail to remedy the breach within 30 calendar days from the given notice, the Lessor shall be entitled to transmit the Lessee's debt to the persons having a legitimate interest, joint debtor data file controllers for debt management and/or recovery purposes (data on not performed obligations shall be stored for 10 years from the date of redemption of the debt) on the basis of a legitimate interest. For the purposes of assessment of creditworthiness, assessment of personal characteristics by automatic means (profiling) which may influence the possibility to enter into transactions in the future.
- 9.8. For the purposes of prevention, detection and combating of infringements of this Contract and legal acts and protection of the Lessee, the Employees of the Lessee and the Lessor's property against unlawful activities (e.g. misappropriation of the data, identity of the Employee of the Lessee), the Lessor shall be entitled to collect, structure and/or otherwise process information on possibly improper ordering of the Lessor's services and improper use of the Lessor's services. The Lessor shall report unlawful activities of the Employee of the Lessee to law enforcement authorities.
- 9.9. At the moment of conclusion of the contract with the Employee of the Lessee (at the moment of confirmation of the registration of the Lessee of the Employee) and/or in the course of performance of the contract with the Lessee, the Lessor shall be entitled to take into consideration the Lessee's creditworthiness, debt to the Lessor, length of driving, violations of the Road Traffic Regulations committed by the Lessee, history of the insured events related to the Lessee (e.g. speed) during the period of use of the services provided by the Lessor and the decisions adopted on this basis which may have an impact on conclusion and performance of the contract. The Lessor shall process personal data on the basis of the Lessor's legitimate interest to protect the Lessor's property interests. The Lessor shall be entitled to request for human intervention (if a decision based on automated processing having legal consequences on the Lessee or otherwise having a major effect is taken), express his opinion and object the decision.
- 9.10. If the data subject agrees, the Lessor shall record telephone conversations with the employees of the service centre with a view to ensuring the quality of the provided services, proper provision of the services and performance of the contract. Prior to recording the conversation, the data subject shall be informed of recording of the conversation and the purpose thereof. The telephone conversation records shall be stored for 6 months and may be listened to only in cases of any suspicions in relation to breaches of this Contract, the rules concerning the Lessee's registration in the Mobile Application or the internal rules of the Lessor, the quality of the services provided by the Lessor, accidents or conflicts (incidents) with the Employee of the Lessee or employees, in cases of loss, damage to or destruction of material assets.
- 9.11. The Lessor shall fulfil its contractual and statutory duties in accordance with the data indicated in the Mobile Application at the moment of registration and reservations by the Lessee. In the event of any changes in the data (surname/name, address, registration number etc.), the Lessee shall immediately notify the Lessor.
- 9.12. The Lessor shall also be entitled to contact the Lessee and the Employees of the Lessee without consent if goods or services of the Lessor (or similar goods/services) are offered or an opinion on the goods/services is asked. In the latter case, the Lessor shall create an easily realisable possibility for the Lessee not to agree with receipt of the respective notices. The contact details (e-mail address, telephone number (for the SMS)) of the Employee of the Lessee may be used for information about the offers relevant to the Employee of the Lessee and related to use of the Services, the conditions of provision of the Services. The Lessor shall create an easily realisable possibility for the Employee of the Lessee not to agree with receipt of the respective notices. The Employee of the Lessee shall certify that he is informed and has the following rights:
- 9.12.1. to access his personal data which is processed;
- 9.12.2. to request to correct incorrect, incomplete, inaccurate personal data;
- 9.12.3. to request to restrict the data processing actions (except for storage);
- 9.12.4. to request to destroy data (where excessive data is processed, data is processed not according to the requirements of the law, where the consent is withdrawn or other grounds provided for in the legal acts exist);
- 9.12.5. the right to data portability (where data is processed on the basis of a contract or consent). In exercise of the right to data portability, the processed data may be transmitted directly to the Employee of the Lessee or transferred to the data controller indicated by the Employee of the Lessee;

- 9.12.6. not to agree that personal data was processed where data is processed on the basis of the consent or legitimate interest including processing for direct marketing purposes under the procedure prescribed in the legal acts.
- 9.13. Only the requests for exercise of the rights of the data subject may submitted by the Employees of the Lessee who have identified themselves under the procedure prescribed in the legal acts may be complied with.
- 9.14. The personal data of the Employee of the Lessee may be disclosed:
- 9.14.1. to the Lessor's employees responsible for the customer service, accounting, Vehicle maintenance (in the event of a traffic accident) and marketing;
- 9.14.2. to third parties providing services to the Lessor including marketing companies, information technology service providers, audit, accounting, legal service, debt collection companies and other persons to the extent necessary for the purposes of the mutual agreements concluded between third parties and the Lessor.
- 9.15. Based on the data of the Vehicle Systems, the Lessor shall have the right and, in certain cases, the duty to transfer information about violations of the Road Traffic Regulations (e.g., over speeding, drunk driving) to the responsible authorities (e.g., police).
- 9.16. If the Lessee has any questions or complaints for processing of personal data, the Lessee may apply to the Lessor's data protection officer by e-mail info@citybee.lt or register his application by telephone +370 700 44844 (free of charge). The Lessee shall also be entitled to address the State Data Protection Inspectorate.
- 9.17. The Lessee has familiarised itself and has familiarised all its employees granted the right to use the Vehicles in the name of the Lessee in accordance with the terms and conditions set forth herein with the Privacy Policy published on the Website.
- 9.18. The Lessee shall represent that it has familiarised itself and has familiarised its employees with the Lessor's cookie policy published on the Website and attached to this Contract as an integral part of the Contract.

X. FINAL PROVISIONS

- 10.1. This Contract shall come into force from the date of signature of this Contract.
- 10.2. This Contract may be terminated by mutual written agreement between the Parties.
- 10.3. A Party shall be entitled to terminate this Contract under out-of-court procedure by giving a written notice to the other Party 30 (thirty) days to the date expected date of termination of the Contract.
- 10.4. If a Party breaches the Contract and fails to eliminate the breach within the time limit of 10 (ten) working days additionally set by the aggrieved Party, the aggrieved Party shall be entitled to terminate the Contract by giving a prior notice to the other Party 5 (five) days to the date of termination of the Contract.
- 10.5. The Lessor shall be entitled to unilaterally transfer all rights and duties arising out of this Contract to a third party related to the Lessor by giving a written notice to the Lessee.
- 10.6. This Contract shall be construed and applied in accordance with the law of the Republic of Lithuania.
- 10.7. Confidentiality
- 10.7.1. The Parties shall undertake to observe the principle of mutual respect, cooperate in performance of this Contract. The Parties shall not be entitled to make negative remarks about the products, services of the other Party in public in any ways and by any means and shall not prejudice the reputation of the other Party in any other way.
- 10.7.2. The Parties shall undertake to maintain confidentiality of information provided by the Parties to each other in performance of this Contract or information in relation to the Contract, content thereof and not to disclose it to third parties without a prior written consent of the other Party, except for the cases provided for in the law. A Party shall undertake to ensure that all and any information related to performance of this Contract may be disclosed only to the employees who are given with the assignment to fulfil the tasks related to performance of this Contract and who have undertaken to maintain confidentiality of information and not to disclose a commercial secret against signed acknowledgement and only to the extent necessary for compliance with the terms and conditions of the Contract.
- 10.7.3. The Parties shall establish that the obligations provided for in paragraphs 10.7.1. and 10.7.2. hereof remain binding upon the Parties upon expiry of this Contract.

- 10.8. Any disagreements or disputes arising between the Parties over this Contract shall be resolved in good faith by both Parties to the Contract. In the event of a failure to reach an agreement between the Parties, any disputes, disagreements or claims arising out of or in relation to this Contract, breach, termination or validity thereof which are not resolved by mutual agreement between the Parties shall be resolved in the competent court of the Republic of Lithuania according to the place of the registered office of the plaintiff.
- 10.9. Any and all notices, consents and other communication which may be given by either Party hereunder shall be deemed to be valid if they are delivered to the other Party in person and a confirmation of receipt is received, sent by registered mail, fax, e-mail. The notices given in person shall be deemed to be delivered on the date of service thereof, the notices shall be sent by registered mail shall be deemed to be received on the 5th (fifth) working day from the date of sending the postal item unless the postal item is actually received earlier and the supporting document is available, if the notice is sent by fax or e-mail, the notice shall be deemed to be received on the date of sending it by fax or e-mail if it is sent on a working day till 17:00; otherwise, the notice shall be deemed to be received on the first working day of sending.
- 10.10. In case of a change in the address and/or other details of a Party, such Party shall notify the other Party by giving a notice not later than 3 (three) days from the change of the respective data. If a Party fails to comply with the afore-mentioned requirements, it shall not be entitled to bring a claim or response if the actions of the other Party carried out according to the most recent known data are in conflict with the terms and conditions of the Contract or it has not received any notice sent according to such data.
- 10.11. The following documents shall be deemed to be annexes to this Contract and shall be an integral part of the Contract:
- 10.11.1. the Vehicle Hire and Service Provision Conditions and Rules (<https://contracts.citybee.lt/regulations/lt/20191031>);
 - 10.11.2. the Vehicle Hire and Service Provision Prices (Rates) (<https://www.citybee.lt/lt/kainos>);
 - 10.11.3. the Privacy Policy (<https://contracts.citybee.lt/privacy-policy/lt/20191031>);
 - 10.11.4. the Cookie Policy (<https://www.citybee.lt/lt/privatumo-politika>);
 - 10.11.5. the Fines Payable for a Breach of the Terms and Conditions of the Contract (<https://www.citybee.lt/lt/duk/ar-yra-papildomu-naudojimosi-citybee-paslauga-mokesciu>).
- The Lessee shall represent that it agrees and is aware that all annexes hereto listed in paragraphs 10.11.1. – 10.11.5 hereof are published on the Website. The Lessor shall represent that it agrees and does not object that the Lessee is entitled, at its own discretion, to amend the Terms and Conditions described and set out in the annexes including the annex “Vehicle Hire and Service Provision Prices”. The Lessor shall undertake to notify the Lessee of the amendments to the annexes within 7 working days from the date of amendment of the annex.
- 10.12. If after the moment of entry into force of the amendments to the annexes to the Contract including the Pricelist of which the Lessee is notified under the procedure prescribed in paragraph 10.9 hereof the Lessee continues using the Vehicles on the basis of the Contract, it shall be deemed to have accepted the amendments to the Pricelist made by the Lessor. If the Lessee does not accept the afore-mentioned amendments, it shall be obliged to return the Vehicle to the Parking Area and properly finish the trip with the Vehicle, not to continue using the services not later than till the date of entry into force of the Pricelist.

For and on behalf of the Lessee

For and on behalf of the Lessor

(basis of representation, name, surname, signature)

(basis of representation, name, surname, signature)