

# MOTOR VEHICLE SUBSCRIPTION AGREEMENT

## GENERAL TERMS

This Motor Vehicle Subscription Agreement, which consists of General Terms and Special Terms, is concluded between the Motor Vehicle Lessor (the **Lessor**) and the Motor Vehicle Lessee (the **Lessee**). The Lessor and the Lessee are hereinafter jointly referred to as the **Parties** and each individually as the **Party**.

### 1. DEFINITIONS

- 1.1. **Prepayment** means the amount of money, which is automatically calculated and specified in the Special Terms depending on the type of the Vehicle and the Subscription Period, and payable to the Lessor by the Lessee. The Prepayment is used for partial payment of the Subscription Fees and other charges under the Agreement as provided for in Paragraphs 7.17, 8.5, 8.6, 8.14 and 11.8 of the Agreement, in accordance with the procedure laid down in the Agreement.
- 1.2. **Website** means the internet site of the Lessor, where the information about rented Vehicles and other information related to Vehicles.
- 1.3. **Monthly Subscription Fee** means a monthly fee payable by the Lessee to the Lessor, the amount of which is specified in the Special Terms, and which is calculated by setting off a proportionate part of the Prepayment for the month against the Subscription Fee.
- 1.4. **Lessee** means a natural or legal person who has signed this Agreement and has acquired the right to temporarily possess and use the Vehicle provided by the Lessor by paying the Subscription Fee.
- 1.5. **Lessor** means a legal entity indicated in the Special Terms.
- 1.6. **An employee of the Lessee** means an employee of the Lessee (a legal person) or another natural person designated by the Lessee to open an account on the Website on behalf of the Lessee and/or to rent the Vehicle on behalf of the Lessee.
- 1.7. **Subscription Fee** means the fee paid by the Lessee to the Lessor for the rental of the Vehicle, the amount of which is specified in the Special Terms.
- 1.8. **Recalculation of the Subscription Fee** means the recalculation of the Subscription Fee specified in Paragraph 7.17 of the Agreement, which is carried out if the Agreement is terminated prior to the expiry of the Subscription Period.
- 1.9. **Subscription Period** is the period during which the Lessee is entitled to temporarily possess and use the Vehicle by paying the Subscription Fee. The Special Terms also stipulate the **Minimum Subscription Period** which shall not be longer than 6 (six) months. If this Agreement is extended, the **Minimum extended Subscription Period** shall be 4 (four) months if not otherwise agreed by the Lessor and Lessee. The Subscription Period of the Vehicle shall start from the date of effect of the Motor Vehicle Subscription Agreement.
- 1.10. **Parking Area** means a parking where the Vehicle is parked. The Lessee shall collect the Vehicle from the Parking Area and/or return it after the expiry of Subscription Period or the termination of the Subscription Period on other grounds. Parking Areas from which the Vehicle is collected and where it is returned may not coincide if the Lessor has so notified the Lessee. Vehicles of certain models indicated on the Website must be returned to the same Parking Area from which they were collected. The list of Parking Areas is provided on the Website.
- 1.11. **Preconditions** are defined in Paragraph 3.9.
- 1.12. **Agreement** means the Motor Vehicle Subscription Agreement, which consists of the Special Terms and the General Terms. The Special Terms and the General Terms are integral and inseparable

parts of this Agreement. In the event of any inconsistencies between the Special Terms and the General Terms of the Agreement, the Special Terms of the Agreement shall prevail.

- 1.13. **Special Terms** are an inseparable part of this Agreement. The Special Terms include (i) the choices made and confirmed by the Lessee in the Website, and (ii) the conditions of the Agreement generated automatically by the actions and choices made by the Lessee. The Lessee is familiarised with these conditions in detail prior to the conclusion of the Agreement. The choices made and confirmed by the Lessee, including the conditions of the Agreement generated automatically by the choices made by the Lessee, cannot be amended during the Subscription Period.
- 1.14. **Vehicle** means a motor vehicle fitted with a Vehicle telemetry system provided by the Lessor to the Lessee to possess and use temporarily in accordance with the procedure and terms laid down in this Agreement.
- 1.15. **Vehicle telemetry system** means an electronic system installed on the Vehicle that (i) tracks the location, route, coordinates, virtual driving speed, battery voltage and other parameters of the Vehicle specified in the Agreement and transmits the data to the Lessor, and (ii) allows to disable the unlocking and/or starting of the engine of the Vehicle.
- 1.16. **Consumer** means a natural person who seeks to conclude or concludes the Agreement for the purposes not related to his business, trade, craft or profession (for purposes of use).
- 1.17. For the purposes of this Agreement any communication and information provided by or between the Parties via electronic mail, SMS, messaging or any other electronic communication means in electronic format shall be qualified as issued in a form which can be reproduced in writing and shall amount to "*written*" or made "*in writing*" as the context may require.

## 2. SUBJECT OF THE AGREEMENT

- 2.1. The Lessor undertakes to grant the Lessee the right to possess and use the Vehicle temporarily in exchange for the Subscription Fee under the terms and conditions set out in the Agreement and in accordance with the procedure set out in the Agreement, and the Lessee undertakes to pay the Subscription Fee to the Lessor according to the terms and conditions of the Agreement.
- 2.2. The Parties agree that every calendar year the Subscription Fee may be reviewed by the Lessor and adjusted as proposed by the Lessor. The Lessor will notify the Lessee about the adjusted Subscription Fee at least 30 days before each anniversary of the Agreement. If the Lessee does not agree with the proposed adjustment of the Subscription Fee, the Lessee shall notify the Lessor about the wish to terminate the Agreement within 14 days as of receiving the notification about the Subscription Fee adjustment from the Lessor. The Agreement will terminate on the respective anniversary of the Agreement.
- 2.3. The Lessee is aware that all rented Vehicles are equipped with the Vehicle telemetry system.
- 2.4. The Parties agree that the selections made by the Lessee, including the conditions of the Agreement generated by the choices made by the Lessee on the Website, with which the Lessee is expressly familiarised on the Website prior to the conclusion of the Agreement, shall become an inseparable part of this Agreement and shall be considered the Special Terms of the Agreement. After selecting and confirming the Vehicle the Lessee wishes to rent on the Website, and having made initial choices for the rental of the desired Vehicle, including the services related to the rental of the Vehicle, the Lessee shall have the right to change his choices after receipt of the Lessor's consent and paying an additional fee to the Lessor for the conclusion of a new agreement. If the Lessee changes his choices when the Agreement is in effect during the Subscription Period, this is deemed a conclusion of a new agreement for which the Lessor's prior consent is required and payment of the additional fee as set out in Paragraph 2.7.
- 2.5. The Parties agree that the Lessor shall have the right to provide additional services. Once the Lessor starts providing these services, the Lessee shall have the right to purchase the additional (new)

services during the Subscription Period for an additional charge and to make choices of the additional (new) services on the Website. The same conditions as those set out in Paragraph 2.3 of the Agreement apply to the additional (new) service choices.

- 2.6. The Parties agree that the Vehicle shall be rented for a Subscription Period selected by the Lessee and specified in the Special Terms of the Agreement. Subject to Paragraph 3.11 of the Agreement, the Lessee shall be informed that the date of signing the Agreement and the date of collection or delivery of the Vehicle may not coincide.
- 2.7. The Parties agree that the Parties shall have the right to extend or terminate the Agreement before its expiry by a mutual agreement between the Parties. If the Lessee wishes to extend or terminate the Agreement before its expiry, he must give at least 30 (thirty) calendar day notice thereof to the Lessor by email [info@mybee.ee](mailto:info@mybee.ee). If the Lessee notifies of his wish to extend the Agreement and the Lessor agrees (but is not obliged to) to extend the Agreement with the Lessee, the Parties shall conclude an agreement for extending the Agreement, which shall become an inseparable part of this Agreement. After the Parties conclude the agreement for extending the Agreement, the Lessee must pay the Lessor an administration fee for the extension of the Agreement in the amount of EUR 150 (one hundred fifty euros) and agreed Prepayment. If the Lessee does not wish to extend the Agreement upon the expiry of the Subscription Period stipulated in the Agreement and not later than on the last day of the Subscription Period returns the Vehicle to the Lessor, the Agreement shall be deemed to have expired.
- Special Terms
- 2.8. The Parties agree that the Subscription Period requested by the Lessee may not in any case exceed 60 months.
- 2.9. The Parties agree that the Lessee shall have the right to use the Vehicle for personal purposes or for purposes related to his business, trade, craft or profession.
- 2.10. The Parties agree that after the expiry of the Subscription Period, where the Lessee has properly executed the Agreement, the Lessor may (but is not obliged to) grant the right to the Lessee to purchase the Vehicle for the purchase price of the Vehicles set by the Lessor specified in the Special Terms. If at the end of the Subscription Period, the Lessee wishes to purchase the rented Vehicle, the Lessee must notify the Lessor of his intention to purchase the Vehicle at least 30 (thirty) calendar days prior to the expiry of the Subscription Period, using the contact details provided on the Website. The purchase price of the Vehicle and other issues will be agreed by the Parties in a separate Vehicle purchase contract.
- 2.11. The Lessor may also (but is not obliged to) grant the right to the Lessee at any time during the Subscription Period, before the expiry of the Subscription Period, where the Lessee has performed the Agreement properly until that moment, to purchase the Vehicle at the purchase price set by the Lessor. The Lessee shall notify about his intention to purchase the Vehicle prior to the expiry of the Subscription Period by using the contact details specified on the Website. Upon receipt of the notification from the Lessee, the Lessor shall inform the Lessee whether he may be granted the right to purchase the Vehicle prior to the expiry of the Subscription Period and will offer the conditions for the purchase of the Vehicle, including the offer of the purchase price of the Vehicle. The Lessee shall have the right to decline to purchase the Vehicle after the receipt of the Lessor's conditions for the purchase of the Vehicle.
- 2.12. In any case, Subscription Fees and other charges under the Agreement as provided for in Paragraphs 7.17, 8.5, 8.6, 8.14 and 11.8 are not included in the price or value of the Vehicle, whereas provision of long-term Vehicle rent hereunder shall be not qualified or regarded as any form of financial assistance provided by the Lessor to the Lessee to acquire the Vehicle in the ownership of the Lessee.
- 2.13. With this Agreement the Lessor informs the Lessee that the Vehicle rented to the Lessee under this Agreement may be financed by a third party who owns the Vehicle and, therefore, in the event of improper performance of the financing agreement, the financier shall have the right, at any time

during the Subscription Period, to require that the Lessee return the Vehicle within 5 (five) business days from the notification to the Lessee in a form which can be reproduced writing. In such a case, upon receipt of the request to return the Vehicle to the financier prior to the expiry of the Subscription Period, the Lessee: (i) must return the Vehicle to the financier to the address notified by the Lessor within the prescribed timeframe; (ii) if the Lessee fails to return the Vehicle to the financier within the prescribed timeframe, he must continue to pay the Subscription Fee for the actual use of the Vehicle directly to the designated financier until the Lessee returns the Vehicle to the financier; and also (iii) shall acquire the right to purchase the Vehicle immediately under the conditions set separately by the financier, including at the purchase price set separately by the financier and payable directly to the financier; (iv) after returning the Vehicle to the financier, may take the opportunity of the Lessor's separate offer to obtain another suitable Vehicle or a substitute Vehicle for the remaining Subscription Period (if and to the extent applicable), for the Subscription Fee recalculated by the Parties.

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

- 3.1. The Agreement may be concluded only if all conditions set out in Paragraphs 3.2–3.9 of the Agreement are met. The conditions and terms of use of the Website shall be found in the Website Terms of Use (with applicable provisions whereof available on the Website), which the Lessee shall carefully read and agree with.
- 3.2. In order to enter into the Agreement, the Lessee must sign in to the Website and create a personal account as described in the Website Terms of Use. If the Lessee is a legal person, a designated employee of the Lessee shall register and open an account on the Website on behalf of the Lessee after receiving confirmation from the Lessor that the Agreement can be concluded as specified in Paragraph 3.4 of the Agreement.
- 3.3. If the Lessor has reasonable doubts regarding the Lessee solvency, creditworthiness or its ability to fulfil its obligations under this Agreement, the Lessor may require a surety from a trusted third party in favour of the Lessee, which would secure proper and due fulfilment of the Lessee's obligations hereunder to the Lessor. The terms of such surety are subject to a separate surety agreement concluded by the Lessor and said third party in favour of the Lessee.
- 3.4. After successful creation of an account on the Website according to the Website Terms of Use, the Lessee must select the Vehicle he wishes to rent, specify the desired Subscription Period, the amount of the Prepayment, and the desired mileage limit for the Vehicle for the Subscription Period, and make other choices or, if the Lessee has prior discussed his needs with the Lessor, he will see all his automatically generated choices.
- 3.5. After completing the actions specified in Paragraph 3.4 of the Agreement and making the required choices or confirming all his automatically generated choices, the Parties conclude the Agreement for the Vehicle selected by the Lessee.
- 3.6. The Agreement is deemed to have been concluded from the moment when it is signed pursuant to the Website Terms of Use.
- 3.7. At the time of signing the Agreement, the Lessee must pay the fee to the Lessor specified in the Special Terms for the conclusion of the Agreement. The fee for the conclusion of the Agreement is automatically debited from the Lessee's (Consumer's) bank card specified on the Website. If the Lessee (Consumer) fails to pay by card, the Lessee (Consumer) has the right to make a payment by a bank transfer to the bank account specified by the Lessor. If the Lessee is a legal person, it must only make payments by a bank transfer to the bank account specified by the Lessor.
- 3.8. The Lessee must pay the Lessor the amount of the Prepayment selected by the Lessee in the Special Terms of the Agreement, before the Lessee receives the right to use the Vehicle. The Prepayment amount may, as selected by the Lessee, be automatically deducted from the Lessee's

bank card specified on the Website or paid by the Lessee by a bank transfer to the bank account specified by the Lessor, depending on the payment method selected by the Lessee on the Website.

- 3.9. After the Lessee signs the Agreement, pays the fee for the conclusion of the Agreement and makes the Prepayment, and after the payments specified in Paragraphs 3.7 and 3.8 of the Agreement are actually credited to the bank account of the Lessor (the **Preconditions**), the Lessor undertakes to grant the Lessee the right to temporarily possess and use the Vehicle in accordance with the procedure laid down in this Agreement. If the Lessee fails to pay the amounts specified in Paragraphs 3.7 and 3.8 of the Agreement within 3 (three) business days, it shall be deemed that the Preconditions are not fulfilled, and the Agreement does not create any further obligations for the Parties and the Agreement terminates on the 3<sup>rd</sup> (third) business day on 24:00.
- 3.10. The Parties can separately conclude a Vehicle reservation agreement, where the Lessee may choose to reserve a Vehicle for a reservation fee for the Lessor to allocate that Vehicle to the Lessee for an agreed time until the conclusion of the Agreement. The terms of such reservation are subject to a separate agreement between the Parties.
- 3.11. The Lessee shall have the right to collect the Vehicle when it receives a notification to the email specified on the WebsiteS that the rented Vehicle may be collected and information about the Parking Area where the Vehicle is parked. If the user has selected on the Website that the rented Vehicle will be delivered to the address indicated by the Lessee for an additional fee, the Lessor shall not later than within 3 (three) business days deliver the Vehicle to the address indicated by the Lessee.
- 3.12. When the Lessee arrives to the Parking Area where the Vehicle is parked or when the Lessor delivers the Vehicle to the address specified by the Lessee, the Lessee must select the “unlock” command displayed on the Mobile Application screen to unlock the Vehicle. When the Vehicle is unlocked by the Lessee, it is deemed that the possession of the Vehicle has been transferred to the Lessee.
- 3.13. Prior to accepting the Vehicle, the Lessee must inspect the Vehicle (both inside and outside) for any externally visible damage to the Vehicle, its equipment, including any fittings, fixtures and accessories of the Vehicle (i.e., including the ignition key and the Vehicle documentation). If the Lessee notices externally visible damages/defects of the Vehicle or its equipment, he undertakes to record (photograph) these damages and report these damages/defects to the Lessor immediately, but not later than within 1 (one) hour after noticing any such damages/defects, by telephone or email specified on the Website, and send photographs of the damages/defects to the Lessor. If the damages/defects recorded by the Lessee are minor (e.g. a minor Vehicle scratch), the Lessee, who has recorded damages/defects, notified the Lessor and sent the photographs of the damages/defects to the Lessor, may start using the Vehicle. If the damages/defects recorded by the Lessee are *not* minor (e.g. there are dents in the Vehicle, equipment is missing, etc.), the Lessor may provide another suitable Vehicle to the Lessee, who has recorded damages/defects, notified the Lessor immediately and sent the photographs of the damages/defects to the Lessor, or a substitute Vehicle until the Lessor is able to provide another suitable Vehicle, or a substitute Vehicle to the Lessee. If the Lessor cannot provide a suitable Vehicle or a substitute Vehicle to the Lessee, the Lessor shall have the right to terminate the Agreement without delay and to reimburse for all amounts paid by the Lessee to the Lessor on the basis of this Agreement. If the Lessee, who has inspected the exterior and the interior of the Vehicle and has noticed damages/defects of the Vehicle, including damages to its fittings, fixtures and accessories or their shortage, fails to notify the Lessor thereof in accordance with the procedure and within the timeframe specified in this paragraph, it shall be deemed that all damages/defects have appeared during the Subscription Period and the Lessee shall be responsible for these damages/defects.
- 3.14. The Vehicle engine starts with an ignition key inside the Vehicle. If the Vehicle does not require the ignition key to start, the Vehicle starts by pressing the button and depressing the brake pedal.
- 3.15. The Parties agree that the Lessor shall have the right to provide additional services detailed on the Website of the Lessor. When the Lessor starts providing these services, the Lessee shall have the

right to select on the Website and order additional services related to the rental of the Vehicle (e.g. washing of the Vehicle, tire storage, etc.) and/or additional products (e.g. bicycle racks, baby seats) prior to the conclusion of the Agreement. The Lessee must select additional services prior to the conclusion of the Agreement and shall have no right to order additional services after the conclusion of the Agreement and/or during the Subscription Period. The conditions for payment of the Subscription Fee shall *mutatis mutandis* apply to the conditions for payment for additional products.

- 3.16. The Lessee is aware that the Lessor may at any time change the conditions for providing additional services specified in Paragraph 3.14 of the Agreement, and/or start providing new services and/or cease providing some of the services described on the Website. The Lessor represents that it shall provide such additional services to the Lessee and under such conditions that were in force at the time of ordering any such services.
- 3.17. The Lessee is aware that by concluding this Agreement, the Lessee represents, is aware and understands that if the Lessee does not select any additional services specified in Paragraph 3.14 of the Agreement, the following costs will not be included in the Subscription Fee and the Lessor will not in any way or form reimburse any such costs to the Lessee, including but not limited to the following costs:
  - 3.17.1. fuel and Vehicle maintenance products;
  - 3.17.2. Vehicle repair services, including replacement and repair of lubricants, filters and other materials or components of the Vehicle, Vehicle technical maintenance services or parts;
  - 3.17.3. cleaning, polishing and waxing of the Vehicle;
  - 3.17.4. installation, removal and repair of any Vehicle accessories;
  - 3.17.5. cost of damages in excess of normal wear and tear of the Vehicle;
  - 3.17.6. administrative or any other penalties and fines;
  - 3.17.7. insurance franchise;
  - 3.17.8. any costs and expenses incurred in connection with the action or omission by the Lessee related to improper execution of this Agreement or the breach of legal acts or the rules by third parties;
  - 3.17.9. additional costs of the Lessor arising from changes in the VAT rate or other taxes and levies or new taxes (e.g. pollution tax) and levies.

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

- 4.1. Upon receipt of the prior consent of the Lessor in a form which can be reproduced in writing, the Lessee shall have the right to grant permission to other natural persons and employees of the Lessee who hold a driving licence valid in Estonia and/or the European Union to possess and use temporarily the Vehicle on behalf of and at the expense of the Lessee. The Lessee shall be responsible that the persons, who are granted the right to possess and use the Vehicle temporarily, hold a valid driving licence. The Lessor shall have the right at any time during the Subscription Period to withdraw the consent to possess and use the Vehicle temporarily by any person other than the Lessee (or the original designated representative of the Lessee) by giving 7 (seven) business days' notice thereof to the Lessee.
- 4.2. The Lessee is aware that the employee of the Lessee can open an account on the Website and use this account on behalf of the Lessee.
- 4.3. The Parties agree that if the employee of the Lessee terminates employment or other relationship with the Lessee, which was the basis for the employee of the Lessee to act on behalf of the Lessee and to conclude and/or execute the Agreement, the Agreement shall remain in force, but either 1) the Lessee undertakes to ensure that the account opened by the employee on behalf of the Lessee and the personal data of the employee of the Lessee specified in the account will continue to be lawfully

used to the full extent required for due execution of the Agreement; or 2) the director of the Lessee will notify the Lessor by email specified on the Website about the replacement of the employee of the Lessee and provide information about the identity of the new employee of the Lessee. When the Lessor receives information about a new employee of the Lessee, the Lessor undertakes to block the former employee of the Lessee and the account opened by him, and to add the new employee of the Lessee and open a new account for the Lessee. The Lessee shall be fully liable for lawful provision of the personal data of the employee of the Lessee for the purpose of conclusion and execution of the Agreement.

- 4.4. The Lessee must familiarise the natural person, to whom the Lessee grants the right to temporarily possess and use the Vehicle, with the conditions set out in this Agreement and on the Website. Where the Lessee grants the right to possess and use the Vehicle temporarily to other natural persons as provided for in Paragraph 4.1 of the Agreement, the Lessee shall be responsible for possessing and using the Vehicle properly and for the due execution of this Agreement.
- 4.5. Subject to Paragraph 4.1 of the Agreement, it is prohibited for the Lessee to sublease the Vehicle and/or make it available to third parties for remuneration.
- 4.6. The Lessee shall remain fully liable for the damage caused to the Vehicle and/or its components, including accessories, by natural persons, including employees of the Lessee, who use the Vehicle.

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

- 5.1. From the moment of the transfer of the Vehicle to the possession of the Lessee until the expiry of the Agreement, the Lessee shall be fully responsible for the maintenance, technical maintenance, roadworthiness tests and repair of the Vehicle in the timely manner.
- 5.2. Technical maintenance, roadworthiness tests and repair of the Vehicle may be carried out only with the official auto service unit for the specific manufacturer of the Vehicle or at an auto service unit indicated on the Website . The Parties agree that the Lessor shall have the right to unilaterally update the list of technical maintenance, roadworthiness testing and repair service providers. The updated lists of service providers are available and can be accessed by the Lessee on the Website. If the Lessee wishes to use the technical maintenance, roadworthiness testing and repair services for the Vehicle, he must familiarise with the list of service providers published on the Website.
- 5.3. The Lessor shall have the right to notify the Lessee via the Website or using other contact details provided by the Lessee on the Website or to remind the Lessee of the necessary steps to be taken by the Lessee in connection with the repair and technical maintenance of the Vehicle, however, this does not exempt the Lessee from the duty of maintaining the condition of the Vehicle as specified in the conditions of the Agreement.
- 5.4. The Parties agree that if the Lessee does not select the additional service provided for in Paragraph 3.14 of the Agreement related to the tire service for the Vehicle, the Lessee shall, if the Subscription Period of the Vehicle is less than 36 (thirty-six) months, return the Vehicle to the Lessor with the same tires, which were provided with the rented Vehicle. The Parties agree that the Vehicle must in any case be returned to the Lessor with the tires suitable for use.
- 5.5. The Lessee must during the term of the Agreement comply with the monthly mileage limit for the Vehicle Special Terms and shall not have the right to exceed it. The monthly mileage limit, which the Lessee must not exceed, is calculated by taking the mileage limit per period for the Subscription Period and dividing it by the number of months that the Vehicle is agreed to be rented. If the monthly mileage limit is exceeded by 15%, the Lessor shall have the right at any time to require the Lessee to pay the Lessor a penalty of 0.15 EUR (fifteen cents)/kilometre within 5 (five) calendar days after any such request.

- 5.6. The Lessee is aware that the technical maintenance, roadworthiness testing and repair of the Vehicle during the entire Subscription Period of the Vehicle must be performed at the expense of the Lessee. If the Lessee has selected that the technical maintenance and roadworthiness tests of the Vehicle will be performed by the Lessor and has paid for the service in full the amount specified in the Special Terms, the Lessor shall perform the technical maintenance and/or roadworthiness testing of the Vehicle. If the Lessee exceeds the monthly mileage limit for the Vehicle calculated based on the mileage limit per period set out in the Special Terms and therefore there is a requirement for the Lessee to perform the technical maintenance and roadworthiness testing of the Vehicle, the Lessee must pay the costs or other charges for any such technical maintenance and roadworthiness testing of the Vehicle.
- 5.7. The Vehicle must be used in the territory of the Republic of Estonia. The Vehicle may be used outside the territory of the Republic of Estonia traveling within the territory of the European Union or outside the territory of the European Union, provided that the following conditions are met: (i) the Lessee may leave the territory of the Republic of Estonia to the territory of another Member State of the European Union or leave the territory of each other Member State of the European Union to the territory of another Member State of the European Union if the Lessee has notified the Lessor thereof by email at [info@mybee.ee](mailto:info@mybee.ee) not later than 3 (three) business days before the departure from the territory of the Republic of Estonia or from the territory of the last Member State of the European Union indicated by the Lessee to the Lessor; (ii) the Lessee may leave the territory of the European Union only with the prior written consent of the Lessor issued to the Lessee. The Lessee must ask the Lessor to give consent by email at [info@mybee.ee](mailto:info@mybee.ee) not later than 3 (three) business days before the departure from the territory of the European Union. The cost of the consent for the Lessee to leave the territory of the European Union is EUR 30 (thirty euros). After leaving the territory of the Republic of Estonia, the Lessee shall have the right to use the Vehicle for a period not exceeding 3 (three) consecutive calendar months, after which the Vehicle must be returned to the Republic of Estonia. Each subsequent time, before the departure, the Lessee must in accordance with the procedure and timeframe specified in this paragraph, do the following as appropriate, (i) in the case of the departure from the territory of the Republic of Estonia to the territory of another Member State of the European Union and in the case of each departure from the territory of one Member State of the European Union to the territory of another Member State of the European Union, must additionally notify the Lessor of any such departure or (ii) in the case of the departure from the territory of the European Union, must obtain a new consent of the Lessor and pay the fee for issuing any such consent specified in this paragraph.
- 5.8. If: (i) the Lessee uses the Vehicle and departs from (a) the territory of the Republic of Estonia or the territory of another Member State of the European Union to the territory of another Member State of the European Union without duly notifying the Lessor thereof or (b) the territory of the European Union without the prior consent of the Lessor issued in a form which can be reproduced in writing; (ii) the Lessee uses the Vehicle and departs from the territory of the Republic of Estonia, the territory of another Member State of the European Union or the territory of the European Union in accordance with the requirements of this Agreement, but the Vehicle has not been returned to the Republic of Estonia 3 (three) months after leaving the territory of the Republic of Estonia; or (iii) the Lessee, who has not returned the vehicle to the Republic of Estonia 3 (three) months after leaving the territory of the Republic of Estonia, and upon additional notification from the Lessor and within the additional period specified by the Lessor fails to return the Vehicle to the Republic of Estonia; the Lessor shall have the right to unilaterally terminate this Agreement and/or require the Lessee to pay a penalty of EUR 300 (three hundred euros) to the Lessor within 3 (three) calendar days. Payment of the penalty does not abolish the responsibility of the Lessee to fulfil obligations under the Agreement, including, but not limited to, the obligation to return the Vehicle to the Republic of Estonia.



- 5.9. All administrative or other penalties, fines, and other amounts due resulting from improper, unlawful possessing and use of the Vehicle shall be borne by the Lessee as stipulated in Paragraphs 7.8, 7.9 and 7.10 of the Agreement. Where administrative or other penalties, fines, and other amounts resulting from improper, unlawful possessing and use of the Vehicle are attributed to a person who is not responsible for the breach, the Lessor shall have the right to indicate and allocate the person responsible for the administrative or other type of breach. If administrative or other penalties, fines, and other amounts due are recovered from the Lessor, the Lessor shall have the right to recover any such amounts from the Lessee by way of subrogation.
- 5.10. The Lessee undertakes to ensure the following during the term of the Agreement:
- 5.10.1. To comply with the Vehicle manufacturer's requirements for the use and maintenance of the Vehicle, guarantees, requirements for technical maintenance specified in the manufacturer's manuals/instructions/regulations for the use of the Vehicle kept in the Vehicle, requirements of the Lessor set out in this Agreement, the Road Traffic Act, requirements of other applicable legal acts, and the standard rules governing the use and maintenance of such type of property;
  - 5.10.2. The Vehicle will meet all the legal requirements and the requirements for periodic inspections (including mandatory roadworthiness tests);
  - 5.10.3. The technical maintenance will be performed properly and in accordance with the requirements of the manual for technical maintenance of the Vehicle, the conditions of the Lessor specified in the Special Terms, and also the terms provided by the manufacturer and legal acts;
  - 5.10.4. The Lessee will use the Vehicle as a careful and diligent owner and only for its direct purpose;
  - 5.10.5. To notify the Lessor and the relevant public authority (e.g. police, fire department) immediately, if the Vehicle has been destroyed, damaged or otherwise rendered unfit for use and/or if the circumstances arise which prevent from possessing and using the Vehicle or ensuring its normal operating conditions, and to complete the accident declaration form or perform other necessary actions in order to prevent or reduce the potential damage to the Vehicle and/or persons and property.
- 5.11. The Lessee driving the Vehicle must be sober (0.00% BAC) and not intoxicated with narcotic and/or psychotropic substances or other substances. It is prohibited to drive the Vehicle being sick or tired, if this may pose a threat to road safety. The Lessee must ensure that other persons to whom the Lessee grants the right to temporarily possess and use the Vehicle will observe the requirements for the maintenance and use of the Vehicle provided for in this Agreement. In all cases, the Lessee shall be liable for the actions of the persons to whom the Lessee grants the right to temporarily possess and use the Vehicle, if they breach the requirements of this Agreement.
- 5.12. The Lessee undertakes to use the Vehicle in accordance with the provisions of this Agreement and to act in a reasonably prudent, responsible and informed manner. When using the Vehicle, the Lessee must comply with the requirements of the Road Traffic Act and other legal requirements laid down in the legislation of the Republic of Estonia or other EU countries and third countries, if the Vehicle is used outside Estonia.
- 5.13. At the end of the Subscription Period, the Lessee must return the Vehicle in the condition which is not worse than that when the Lessee received the Vehicle, taking into account its normal wear and tear provided for in Paragraph 6.5 of the Agreement.
- 5.14. If the Vehicle breaks down, warning light signals appear on the dashboard, there are suspicious sounds or safe use of the Vehicle is impaired, the Lessee must immediately discontinue the use of the Vehicle and call the technical maintenance service, contact the representative of the manufacturer of the Vehicle and deliver the Vehicle to the technical maintenance and repair service provider authorised by the manufacturer of the Vehicle.

- 5.15. The Lessee must ensure that the use of the Vehicle must be discontinued if the Vehicle breaks down and its further use is likely to increase the damage or cause a threat to road safety or if further use of the Vehicle is likely to cause more damage to the Vehicle.
- 5.16. The Lessee shall have no right to use the Vehicle for racing or other sports or competition purposes, to use it for teaching to drive, to use the Vehicle continuously at a maximum load (for carrying heavy goods, etc., except where the Vehicle is for transporting goods), to use the Vehicle for car sharing and/or taxi services, and/or for security and/or courier services, and/or for Subscription services and use the Vehicle for the purposes other than it is intended for, and to use the Vehicle for the activities prohibited by legal acts of the Republic of Estonia and of other countries where the Vehicle is used (if applicable). The Lessee must compensate for any loss incurred by the Lessor as a result of the Lessee's unlawful activities or unauthorized use of the Vehicle.
- 5.17. The Lessee must ensure that the Vehicle would be 100% smoke free and, if any pets are carried in the Vehicle they must be transported only in special pet containers.
- 5.18. The Lessee must ensure that when leaving the Vehicle parked even for a short time, the lights and the audio equipment in the Vehicle must be turned off, the windows and the sunroof must be closed, and all locks must be locked.
- 5.19. The Lessee is aware that the Vehicle is equipped with a Vehicle telemetry system that provides the Lessor with the Vehicle information as specified in the Agreement and allows the Lessor to disable the unlocking and/or starting of the engine of the Vehicle. The Lessor shall, in line with his legitimate interest and for the purpose of fulfilling the obligations of the Parties to the Agreement, have the right to receive data using the telemetry system of the Vehicle during the entire term of the Agreement. The Lessor shall have the right to disable the unlocking and/or starting of the engine of the Vehicle at its discretion in the event of breaches of the Agreement provided for in Paragraph 11.3 of the Agreement.
- 5.20. It is strictly prohibited for the Lessee to perform any actions or attempts to read, copy, modify or delete the data of the telemetry system of the Vehicle. The Lessee undertakes to pay the Lessor a penalty of EUR 1000 (one thousand euros) within 3 (three) calendar days for the damage to the telemetry system of the Vehicle.
- 5.21. The Lessee who parks the Vehicle in the paid parking during the period of use of the Vehicle undertakes to pay for the parking of the Vehicle.
- 5.22. The Lessee must take care of the Vehicle during the Subscription Period – to maintain it clean, regularly wash and clean the outside and inside of the Vehicle. The Lessee shall, upon expiry of the Subscription Period or termination of the Agreement, return the Vehicle to the Lessor professionally cleaned inside and outside on the expiry/termination date. If the Lessee fails to fulfil this obligation, the Lessee must compensate for the Lessor's costs of cleaning the Vehicle.
- 5.23. The Lessor shall have the right to inspect the Vehicle during the Subscription Period. The Lessee may not prevent or object to the Lessor to exercise such right. Upon receipt of the Lessor's instruction to deliver the Vehicle to the place of inspection of the Vehicle specified by the Lessor, the Lessee undertakes to notify the Lessor without delay, but no later than within 5 (five) business days, and agree with the Lessor regarding the acceptable date and time when the Lessee will deliver the Vehicle to the place of inspection of the Vehicle specified by the Lessor.
- 5.24. If the Lessee wishes to apply his labels, logos or other signs to the rented Vehicle, he must contact the Lessor, send samples of the labels, logos or other signs that he wishes to use to the Lessor, to agree the use of the labels, logos or other signs and get the Lessor's approval. The Lessee is aware that the price of the approval is EUR 30 (thirty euros). The Lessee may use the labels, logos or other signs only if the Lessor agrees and approves them. The Lessor shall have the right to prevent the Lessee from using labels, etc. on the Vehicle, if they are contrary to the reputation, rights and legitimate interests of the Lessor or third parties.

- 5.25. When exercising the rights set out in Paragraph 5.23 above, the Lessee must not damage the Vehicle or breach the rights and legitimate interests of the Lessor, including the reputation, good business practice, and the rights and legitimate interests of third parties. Upon the expiry or termination of this Agreement, the Lessee must return the Vehicle to the Lessor without any labels, logos or other signs on the Vehicle (i.e. to return the Vehicle without defects).
- 5.26. If the Lessee breaches the provisions of Paragraphs 5.23 and 5.24 of the Agreement, the Lessee must pay the Lessor a penalty of EUR 500 (five hundred euros) and must compensate for all losses incurred by the Lessor to the extent not covered by the penalty.
- 5.27. The Lessee must pay the Lessor for the issue of approvals, consents or other confirmations under the conditions set out in this Agreement a fee between EUR 30 (thirty euros) and EUR 150 (one hundred fifty euros).

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

- 6.1. At the end of the Subscription Period due to expiry or the termination of the Agreement before the expiry, the Lessee undertakes to return the Vehicle to the Lessor not later than on the last day of the Subscription Period.
- 6.2. The Lessee must notify the Lessor 5 (five) calendar days before the expiry of the Subscription Period about the planned return of the Vehicle using contact details specified on the Website. After the receipt of the Lessee's notification, not later than the last day of the Subscription Period, the Lessor must send to the Lessee on the Website and/or to the Lessee's email address the information about the Vehicle return address (where the Lessee must park the returned Vehicle) and the time when the Vehicle will be inspected.
- 6.3. When returning the Vehicle to the address indicated by the Lessor, the Lessee must clear all his items from the Vehicle in advance and check that the Vehicle documents and accessories are left in the Vehicle.
- 6.4. The Lessee must be present at the Vehicle inspection at the time specified by the Lessor. The Lessee must return the Vehicle ignition key to the Lessor during the Vehicle inspection. The Vehicle is returned to the Lessor by signing the Vehicle transfer and acceptance deed. During the Vehicle inspection, a preliminary inspection is performed, during which the Parties shall record the exterior and interior condition of the Vehicle by taking photographs of the Vehicle and shall draw up an inspection statement.
- 6.5. The Lessee must return the Vehicle in the condition which is not worse than that when the Lessee received the Vehicle, taking into account its normal wear and tear. When deciding on the normal wear and tear of the Vehicle, the Lessor and Lessee shall follow the guidelines prepared by the Estonian Leasing Association (ELL) and Estonian Car Sales and Service Association (AMTEL) and published on the website of the Leasing Association at <http://www.liisingliit.ee/regulatsioon/juhendid-ja-aktid>, under the title "*Sõiduki kulumi juhend eesti keeles*," (these guidelines are considered an inseparable part of the Agreement). Normal wear and tear does not include:
  - 6.5.1. broken, deformed or otherwise mechanically or thermally damaged parts;
  - 6.5.2. broken instruments and mechanisms;
  - 6.5.3. body dents, cracks in the paint layer and clear scratches (paint layer damaged to the primer);
  - 6.5.4. wear of the paint layer due to heavy washing/cleaning of the car;
  - 6.5.5. faulty repair and/or defects resulting from repair;
  - 6.5.6. window cracks;
  - 6.5.7. scratches of the windows resulting from improper use and/or cleaning;
  - 6.5.8. damage to the interior of the Vehicle, e.g. burns or stains on the upholstery of the Vehicle, broken plastic panel parts, trunk lid, window opening handles, etc.
  - 6.5.9. damaged body geometry.

- 6.6. In addition to the cases listed in Paragraph 6.5 above, the Parties agree that normal wear and tear of the Vehicle does not include the faults, defects, deformations, damages, scratches to the Vehicle or other deterioration of the condition of the Vehicle caused by the fact that the Lessee failed to comply with terms and conditions of the roadworthiness tests.
- 6.7. The Lessee undertakes to compensate for all costs incurred by the Lessor and related to the rectification of the defects of the returned Vehicle in excess of normal wear and tear. The defects of the Vehicle and the costs of their rectification shall be indicated in the Vehicle inspection statement signed by the Parties and attached to the Vehicle transfer and acceptance deed, based on the evaluation of the damage to the Vehicle ordered by the Lessor performed by an independent reputable assessor (e.g. SAKSA AUTO AMK OÜ). If the Parties disagree concerning the defects of the Vehicle and/or the costs of their rectification, this must be specified in the Vehicle inspection statement signed by the Parties and attached to the Vehicle transfer and acceptance deed, and the Vehicle shall without delay be delivered to the technical maintenance and repair service provider authorised by the manufacturer of the Vehicle for the purpose of carrying out its inspection and to providing an offer for the costs of rectification of the defects of the Vehicle. The Lessee shall have the right (but is not obliged to) to participate in the inspection of the Vehicle at the technical maintenance and repair service provider authorised by the manufacturer of the Vehicle, to the extent permitted by the rules of such service provider. All costs of the inspection of the Vehicle shall be borne by the Lessee, unless the repair service provider identifies a defect of the Vehicle considered as a normal wear and tear, the costs of repair of which shall be borne by the Lessor.
- 6.8. The Parties agree and the Lessee is aware that if, on the date of return of the Vehicle, it is evident that the mileage of the Vehicle, recorded on the date of the last periodic technical maintenance of the Vehicle, exceeds 3/4 (three quarters) of the mileage limit set by the Lessor for the Vehicle until the next periodic technical maintenance of the Vehicle, the Lessee must compensate the Lessor for the rectification of all Vehicle defects identified during the technical maintenance of the Vehicle within 5 (five) business days from the date of the Lessor's request. The Lessee is aware that this provision of the Agreement is applicable where the Lessee does not select the additional services of "technical maintenance and repair of worn parts" indicated on the Website.

## **7. LIABILITY OF THE PARTIES AND THIRD PARTIES**

- 7.1. The Lessee is fully responsible for the Vehicle during the term of the Agreement. The Lessee as the possessor of the Vehicle shall bear the risk and liability of the possessor of the source of increased danger during the term of the Agreement.
- 7.2. If the Lessee fails to pay or delays payment of the Subscription Fee for more than 21 (twenty-one) calendar days, the Lessor shall have the right to suspend the Lessee's use of the Vehicle with immediate effect as specified in Paragraph 7.12 of the Agreement. Thereafter, if the Lessee fails to pay the Lessor the amounts due within 2 (two) calendar days after receiving a notice regarding the delayed payment of the Subscription Fee from the Lessor, the Lessor shall have the right to terminate the Agreement unilaterally.
- 7.3. The Lessee shall be fully responsible for any damage caused by the persons to whom the Lessee has transferred the Vehicle to hold and use temporarily. If the Lessee transfers the Vehicle to the persons who have no right to drive it, the Lessee agrees to pay the Lessor a penalty of EUR 300 (three hundred euros) within 3 (three) calendar days. The Lessor shall also have the right to suspend the use of the Vehicle by the Lessee as specified in Paragraph 7.12 of the Agreement immediately for an indefinite period of time.
- 7.4. The Lessee shall not be liable for the faults of the Vehicle that occur during the use of the Vehicle and are the consequence of the previous use or normal wear and tear of the Vehicle, provided that the

Lessee notifies the Lessor thereof by telephone without delay and fulfils the instructions provided by the Lessor.

- 7.5. If during the term of use of the Vehicle, the Vehicle is damaged, destroyed or lost (including but not limited to Vehicle confiscation) or accessories of the Vehicle (e.g. the ignition key) are lost, destroyed or damaged, the Lessee unconditionally undertakes to compensate for any damage incurred by the Lessor where the damage to the Lessor results from:
- 7.5.1. The failure of the Lessee to comply or to comply properly with the conditions for the use and maintenance of the Vehicle;
  - 7.5.2. Performing actions with the Vehicle which the Vehicle is not intended or is not designed for;
  - 7.5.3. The use of the Vehicle by an unauthorized holder, or where a person does not have the right to drive Vehicles of such category or any Vehicles;
  - 7.5.4. The use of the Vehicle by the Lessee who has no right to drive the Vehicle of that category or has no right to drive the Vehicle;
  - 7.5.5. The use of the Vehicle by the Lessee under the influence of alcohol or being intoxicated with drugs or other substances and psychotropic substances, also when the Lessee consumes alcohol or other intoxicating substances and after an accident, prior to establishing the causes of the accident, refuses or avoids a breathalyser/chemical test (in the sense of this Agreement, being under the influence of alcohol or being intoxicated shall be understood as provided for in the applicable legal acts);
  - 7.5.6. The use of the Vehicle by the Lessee and refusal to comply with the orders of the officials of the road police or other competent authorities;
  - 7.5.7. The use of the Vehicle by the Lessee to perform criminal activities;
  - 7.5.8. The loading/unloading of the goods into/out of the Vehicle;
  - 7.5.9. The staining, scratching or tearing of the parts/equipment of the interior of the Vehicle by the Lessee, passengers or pets;
  - 7.5.10. Transportation of forbidden, dangerous, poisonous, toxic, flammable, explosive chemical or other substances or cargo, use of heating appliances, open flame or other potential sources of fire in the Vehicle or near the Vehicle;
  - 7.5.11. The Lessee's intent or gross negligence;
  - 7.5.12. The failure to report about a road accident to the police, fire department and/or other competent authorities in accordance with the procedure established by the insurance policy of the insurance company which has provided insurance of the Vehicle;
  - 7.5.13. The use of the Vehicle in any sports competitions, sports racing or sports training;
  - 7.5.14. The Lessee abandons the place of the accident;
  - 7.5.15. The fact that the insurance company which has provided insurance of the Vehicle does not compensate for the damages (unless the Lessee proves that the insured event was *not* through his fault or the fault of other persons authorised by the Lessee to hold and use of the Vehicle).
- 7.6. In the cases specified in the insurance rules of the insurance company, the insurance company which has compensated for the damages shall acquire the right to claim against the Lessee the entire amount of the insurance benefit paid by the insurance company by way of subrogation (the right of recourse), if the damage, against which the Vehicle is insured, was caused by the Lessee or his actions. The insurance rules applicable can be accessed via the Website.
- 7.7. If through the fault of the Lessee, as a result of using the Vehicle or the circumstances arising from any such use, the Vehicle is confiscated, detained or lost or any rights to the Vehicle are restricted, the Lessee must immediately notify the Lessor thereof and, prior to the return of the Vehicle to the Lessor, to fulfil all the obligations under this Agreement relating to the Vehicle. The Lessee must also compensate for any losses incurred by the Lessor as a result of the circumstances referred to in this paragraph.

- 7.8. The Lessee shall assume full liability for the breach of legal acts and the damage incurred by the Lessor and third parties during the term of use of the Vehicle. If the Lessee fails to use the Vehicle properly or otherwise breaches this Agreement and the Lessor incurs losses thereof (e.g. liability for damage caused to third parties, damage to the environment caused by the Vehicle, administrative penalties, operating costs, etc.), the Lessee undertakes to fully compensate for any such damage. Where there are legitimate grounds, the information held by the Lessor about the Lessee and/or the person to whom the Lessee has transferred the Vehicle to hold and use temporarily may be provided to public authorities or agencies and/or bailiffs for the purposes of payment and recovery of taxes or penalties.
- 7.9. The Lessee assumes the liability for the breach of the Road Traffic Act or other legal acts. If the Lessee breaches the Road Traffic Act or other legal acts, he undertakes to pay the Lessor a penalty of EUR 20 (twenty euros), which is considered to be the administration fee.
- 7.10. Upon the Lessor's request, the Lessee must pay a penalty of EUR 300 (three hundred euros) for the breach, violation or improper fulfilment of any obligation set out in the Agreement, unless otherwise provided for in this Agreement.
- 7.11. If the Subscription Period has expired and has not been extended, where such extension is possible under this Agreement, but the Lessee delays to return the Vehicle for more than 1 (one) calendar day, the Lessee shall pay a double Subscription Fee for each calendar day of delay to return the Vehicle. The Lessor shall also have the right to take the measures specified in Paragraph 7.12 of the Agreement.
- 7.12. If the Lessee fails to return the Vehicle in the cases provided for in the Agreement and/or delays to pay the Subscription Fee for the Vehicle, in order to recover and collect the Vehicle from the Lessee, the Lessor shall have the right to take any necessary measures to collect the Vehicle from the place where it is parked, including using the Vehicle telemetry system in the Vehicle (e.g. to disable the starting of the engine of the Vehicle), third parties and institutions. For the purpose of this paragraph, the Lessor shall have the right to come to the place where the Vehicle is parked and to take any action independently to recover and collect the Vehicle, including but not limited to unlock the Vehicle, enter the Vehicle, transport the Vehicle to the location of the Lessor's choice (by driving the Vehicle or using other means of transport), etc. The Lessee agrees with the above and any other actions taken by the Lessor to recover and collect the Vehicle and confirms that the Lessor will not be obliged to give any prior notice to the Lessee of the intended recovery and collection of the Vehicle (including the actions provided for in this paragraph), and that the Lessor shall perform any actions required to recover and collect the Vehicle (including the actions provided for in this paragraph) without the participation of the Lessee. The Lessee shall be responsible for any absence of the Vehicle or any defects of the Vehicle which are determined at the time of the transfer of the Vehicle and which cannot be considered natural wear and tear of the Vehicle. When the Vehicle is returned to the Lessor as described in this paragraph, the Lessee must compensate the Lessor for the loss of the value of the Vehicle through the fault of the Lessee, except if the loss of the value is due to natural wear and tear, and pay all the penalties due for the Vehicle late return, as well the costs of Vehicle recovery and storage.
- 7.13. If the Lessee fails to return the Vehicle in time, he must continue to make all payments due under the Agreement to the Lessor. However, the Lessor's request to make these payments does not mean that the Lessor has renewed the Agreement.
- 7.14. The Lessor shall not be liable for any loss incurred by the Lessee, including but not limited to the compensation of the Subscription Fee to the Lessee if he cannot use the Vehicle due to an accident or other circumstances, non-attributable to the Lessor nor where the Lessor takes actions set out in Paragraph 7.12 of the Agreement.
- 7.15. In case the Lessee fails to return the Vehicle in due manner, he/she must compensate the value of the Vehicle to the Lessor, as well as make all payments due under the Agreement to the Lessor and

indemnify any other losses suffered by the Lessor. The Lessor shall also have the right to take the measures specified in Paragraph 7.12 of the Agreement.

- 7.16. Regardless of the cause of the breakdown or loss of the Vehicle, until the Lessee proves that the Vehicle has been lost or damaged through no fault of the Lessee, the Lessee must fulfil the obligations under the Agreement in due time and make all payments, including payment of the Subscription Fee in accordance with this Agreement.
- 7.17. Given that the longer Subscription Period affects the rate of the Subscription Fee (i.e. the longer Subscription Period the Lessee chooses, the lower Monthly Subscription Fee is set in the Special Terms), the Lessor shall also have the right in addition to other conditions laid down in this Agreement governing the liability of the Lessee – after the termination of the Agreement prior to the expiry of the Subscription Period provided for in the Agreement or the termination of the Agreement by the Lessor on the basis of Paragraph 11.3 of the Agreement, and other conditions that govern the issues of the Lessee's liability – in accordance with the provisions of Paragraph 8.2 of the Agreement and the Special Terms, to recalculate the Subscription Fee payable by the Lessee for the actual time of holding and using the Vehicle calculated prior to the termination of the Agreement and require from the Lessee to compensate for the difference in the Subscription Fee. If the Lessee terminates the Agreement before the expiry of the Minimum Subscription Period or Minimum extended Subscription Period specified in Paragraph 1.9 of this Agreement and the Special Terms (or agreement for extending the Agreement), or the Lessor terminates the Agreement on the basis of Paragraph 11.3 of the Agreement before the expiry of this period, the Lessee must pay the remaining and outstanding amount of the Subscription Fee of the Vehicle due for the Minimum Subscription Period or Minimum extended Subscription Period. If after the extension of this Agreement, the Lessee terminates the Agreement before the expiry of the Minimum extended Subscription Period, or the Lessor terminates the Agreement on the basis of Paragraph 11.3 of the Agreement before the expiry of this period, the Lessee must pay the remaining and outstanding amount of the Subscription Fee due for the Minimum extended Subscription Period. The Lessee is aware that, under the circumstances provided for in this Agreement, the difference in the amount of the Subscription Fee payable by the Lessee to the Lessor is reduced by the remaining amount of the Prepayment paid by the Lessee. If the remaining amount of the Prepayment exceeds the difference payable by the Lessee to the Lessor and the difference of any other amounts due under the Agreement, the balance of the Prepayment is refunded to the Lessee.
- 7.18. The Lessor shall be liable for the fulfilment of its obligations under the Agreement and must compensate the Lessee for the direct loss caused by improper fulfilment of obligations by the Lessor. In any case the compensation cannot be more than the Subscription Fee paid by the Lessee for the month preceding the month when the Lessor breached the Agreement. The Parties agree or the authorities in charge establish that the amount of the compensation must be included in the next invoice and/or debited against future payments or settled in any other legally acceptable manner. The Lessor shall not be liable for any indirect losses.
- 7.19. All and any penalties provided for in the Agreement shall be considered to be minimal loss incurred by the Parties that requires no proof. The payment of penalties (fines or default interest) shall not exempt the Lessee from the obligation to compensate for any other damage incurred by the Lessor not covered by the penalty. In any event, the application of the penalties provided for in the Agreement does not exempt the Lessee from the fulfilment of his obligations.

## **8. PAYMENT**

- 8.1. The Lessee pays the Lessor the Monthly Subscription Fee in accordance with Special Terms and undertakes to compensate for the Lessor's costs related to the insurance of the Vehicle and make monthly insurance payments to the Lessor, the amount of which is specified in the Special Terms of

the Agreement. The procedure and conditions for payment of the Monthly Subscription Fee shall apply *mutatis mutandis* to making insurance payments related to the insurance of the Vehicle.

- 8.2. The Lessee is aware that the Subscription Fee rate also depends on the length of the Subscription Period, which is divided into levels, which depend on the Subscription Period and are specified in the Website.
- 8.3. Calculation of the Subscription Fee starts from the moment the Lessee has fulfilled all Preconditions, including paid Prepayment as specified in Paragraph 3.8 of the Agreement and shall be calculated during the entire Subscription Period until the expiry of the Subscription Period set in the Special Terms of the Agreement and, if the Lessee fails to return the Vehicle by due time, until the date of actual return of the Vehicle.
- 8.4. After paying the fee for the conclusion of the Agreement, the Lessee undertakes to make the Prepayment to the Lessor as specified in Paragraph 3.8 of the Agreement.
- 8.5. The Monthly Subscription Fee is calculated depending on the amount of the Prepayment selected by the Lessee – i.e., the Monthly Subscription Fee is reduced by the proportionate part of the Prepayment, which is calculated by taking the amount of the Prepayment paid by the Lessee and dividing it by the number of months of the Subscription Period selected by the Lessee (the **Portion of the Prepayment**).
- 8.6. On the last day when each Monthly Subscription Fee is due, the Lessor sets off the Portion of the Prepayment against the difference between the amount of the Subscription Fee payable for the month and the Monthly Subscription Fee.
- 8.7. The Lessee undertakes to pay each Monthly Subscription Fee for the current month within 10 calendar days from the issuance of the VAT invoice. The Lessor issues and submits to the Lessee a VAT invoice for the current month on the first calendar day of each month. If the Lessee does not receive an invoice, this shall not exempt him from paying the Subscription Fee on the date set out in this provision.
- 8.8. The Monthly Subscription Fee is automatically debited from the Lessee's bank card specified on the Website. If the Lessee is a legal person, the payment can also be made by a bank transfer to the bank account specified by the Lessor in the Special Terms.
- 8.9. If the Lessee does not receive a VAT invoice by email before the specified payment term, the Lessee undertakes to contact the Lessor regarding the invoice.
- 8.10. After receiving a VAT invoice, the Lessee must within 5 (five) calendar days check whether the data in the invoice is correct and notify the Lessor by email of any inconsistencies in the invoice. Any claims relating to the information in a VAT invoice must be made by the Lessee within 5 (five) calendar days from the date of receipt of the invoice. If the Lessee fails to make any claims within the above timeframe, it shall be deemed that the Lessee has accepted the invoice.
- 8.11. If the Lessee wishes that the issued VAT invoice be rewritten or corrected through no fault of the Lessor (e.g. the Lessee has indicated incorrect details), an additional fee of EUR 15 (fifteen euros) will be charged for rewriting or correcting the invoice.
- 8.12. The Lessee undertakes to pay the Lessor 0.05% (five hundredth percent) default interest of the amount due for each delay to make payment under this Agreement. The Lessee also undertakes to pay the Lessor the debt reminder administration fee of EUR 20 (twenty euros) for debt notifications sent to the Lessee. In case of Lessee, who is a Consumer, the Lessor must send the first debt reminder free of charge. For the second debt notification, the Lessee (Consumer) undertakes to pay the Lessor fee of EUR 5 (five euros).
- 8.13. The Lessee agrees to pay penalties (penalties and default interest) and damages to the Lessor not later than within 10 (ten) calendar days after the Lessor's request (a claim issued in a form which can be reproduced in writing or an invoice issued to the Lessee and sent by email is deemed sufficient), unless other provisions of the Agreement provide otherwise.



- 8.14. The Lessor shall have the right to unilaterally set off the amounts of penalties and damages provided for in this article of the Agreement against any payments received from the Lessee, including the Prepayment made by the Lessee as specified in Paragraph 3.8 of this Agreement.
- 8.15. If the Lessee fails to fulfil his financial obligations under this Agreement and within 10 (ten) calendar days fails to rectify the breach after the notice to this extent, and where there are legitimate grounds, the Lessor shall, in accordance with the purpose and legitimate interest of the Agreement and seeking to defend its rights and legitimate interests, have the right to transfer the documents supporting the Lessee's debts and arrears to the competent institutions or agencies, including debt recovery services, administrators of data on debtors, lawyers, and public authorities or agencies.
- 8.16. Subscription Fee and all other fees, penalties, and charges and amounts indicated in the General Terms, Special Terms and other related documents are VAT inclusive (if and where applicable), unless clearly indicated otherwise.

## 9. VEHICLE INSURANCE

- 9.1. The Lessee is aware that the Lessor has insured the Vehicle for the entire Subscription Period with compulsory insurance of civil liability arising from damage caused by the use of a vehicle (hereinafter – **"MTPL" insurance**) and comprehensive vehicle insurance (hereinafter – **"CASKO" insurance**) and agrees that the Lessor would obtain MTPL insurance and CASKO insurance policies.
- 9.2. The Lessee is aware that the price of MTPL insurance is valid for 1 (one) year from the moment of signing the Agreement. The Lessee is aware that after the expiry of 1 (one) year period specified in this paragraph, if the price of MTPL insurance services provided to the Lessor or the charges related to these services have changed, the Lessor shall have the right to unilaterally change the price of the MTPL insurance service once a year. The price of CASKO insurance shall not change from the moment the Agreement is concluded and throughout the entire Subscription Period.
- 9.3. The Lessor shall ensure and perform all necessary actions that MTPL and CASKO insurance for the Vehicle would be valid during the entire Subscription Period.
- 9.4. The rules for MTPL and CASKO insurance are published on the Website. The MTPL insurance policy and conditions are attached as annexes to this Agreement.
- 9.5. By concluding this Agreement, the Lessee confirms that he has read and familiarised himself with the rules for MTPL and CASKO insurance, the terms and conditions under which the Vehicle is insured and the non-insured events.
- 9.6. By concluding this Agreement, the Lessee confirms that he (a) has familiarised himself with the non-insured events provided for in the rules for MTPL and CASKO insurance and the cases where the insurance company is entitled to refuse payment or reduce the amounts of the insurance benefit, (b) has familiarised himself with the amount of the unconditional franchise deductible under CASKO insurance (it is also specified in the Special Terms), (c) understands that under the Vehicle insurance rules the insurer, after paying the insurance benefit, may, where appropriate, make a claim against the perpetrator by way of subrogation (the right of recourse), (d) knows and understands that the Lessor has not insured the drivers of the Vehicle and their passengers against bodily injury (trauma), health impairment caused by accidents, and risks of death.
- 9.7. The Lessee undertakes to comply with the requirements of the insurance rules applicable to the driver of the Vehicle.
- 9.8. The Lessee is aware and understands that if the Vehicle is destroyed or damaged during the Subscription Period and if other third parties are injured, the Lessee will be liable for compensating for damages to the Lessor and/or other third parties to the extent they are not covered by the insurance company under the MTPL and CASKO insurance policies (unless the Lessee proves that the insured event was caused through no fault of his or other persons to whom the Lessee has granted the right to temporarily hold and use the Vehicle). There are various reasons why the insurance company does

not compensate for the losses (e.g. due to unconditional franchise deductible, the insured amount is smaller than the amount of losses incurred, the event is a non-insured event, etc.). The Lessee may get additional insurance (e.g. in order not to incur losses in cases where the insured amount is smaller than the amount of losses incurred by the Lessor or third parties) and/or get insurance against the risk of bodily injury (trauma) caused by accidents, health impairment, risk of death, etc. In such a case, the Lessee should get independent consultancy from an insurer or another professional advisor regarding an insurance policy suitable for him and in accordance with his needs.

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

- 10.1. For the purpose of processing personal data, 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 and on the free movement of such data (hereinafter – “**GDPR**”), the Estonian Personal Data Protection Act, and other relevant legal acts governing the protection and processing of personal data.
- 10.2. The Lessor is the controller of the Lessee’s (or, if relevant, the Lessee’s employees’) personal data processed for the purposes of long-term Vehicle Subscription services. Information about how the Lessor processes personal data, as well as the rights of the data subjects, is specified in the Lessor’s Privacy Policy, accessible at <https://mybee.ee/en/privaatsuspoliitika/>.
- 10.3. If relevant, the Lessee shall be under obligation to make sure that its employees are duly notified about the Lessor’s Privacy Policy.

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

- 11.1. The Agreement shall expire on the expiry of the Subscription Period and the Lessee (natural or legal person) does not renew the Agreement, where the Agreement can be extended.
- 11.2. In the event of the death of the Lessee, the Agreement shall be deemed terminated and the Lessor shall have the right to collect the Vehicle at any time without additional legal procedures from the moment of the Lessee’s death and/or from the moment when the information about the Lessee’s death becomes known to it, and use the Vehicle at the Lessor’s discretion.
- 11.3. The Lessor shall have the right to terminate this Agreement unilaterally before its expiry, if at least one of the following events occurs, each of which is considered to be a material breach of the Agreement, provided the Lessee does not rectify any such breach within the timeframe specified in the Lessor’s request issued in a form which can be reproduced in writing (if, in the light of specific circumstances, the Lessor considers it to be possible):
  - 11.3.1. The Lessee fails to pay any amount due under the Agreement for more than 21 (twenty-one) calendar days and, after the notification from the Lessor to this extent, fails to pay the Lessor within 2 (two) calendar days after the receipt of the notification;
  - 11.3.2. The Lessee fails to execute or fails to execute properly any other agreements or any other arrangements with the Lessor or creditors, including if the Lessee fails to fulfil or fails to fulfil properly his obligations under guarantees and fails to fulfil them 20 (twenty) calendar days after the Lessor’s request to rectify the breach; or fails to fulfil or fails to fulfil properly his payment or other obligations to creditors which have arisen on other legitimate grounds. Failure to pay another creditor shall be considered the basis for the termination of the Agreement only if the Lessor considers that such non-payment will jeopardize the performance or proper performance of the Lessee’s obligations under this Agreement;
  - 11.3.3. The Lessee has provided the Lessor with information or documents containing incomplete, unlawful or inaccurate information necessary for the conclusion of the Agreement or has

- supplied such incomplete, unlawful or inaccurate information in the course of the performance of the Agreement;
- 11.3.4. The actions/omissions of the Lessee significantly reduce the value of the Vehicle and this significant reduction in the value of the Vehicle exceeds the natural wear and tear of the Vehicle;
  - 11.3.5. Bankruptcy proceedings are initiated against the Lessee, the Lessee is being liquidated, or a request is filed with the court regarding the restructuring of the Lessee or the debt; the Lessee is being reorganised (including by way of merger or demerger), majority of the Lessee's assets are to be disposed of, or the Lessee (legal person) is otherwise considered to have been wound up or in the event of the Lessee's death;
  - 11.3.6. The Lessor has reasonable grounds to suspect that the Vehicle or the Lessor's right to the Vehicle is under risk;
  - 11.3.7. The Lessee does not comply with the requirements of the Lessor's rules for the use (maintenance), technical maintenance, including roadworthiness testing, and repair of the Vehicle;
  - 11.3.8. The Lessee breaches the Agreement in any other way than stipulated in Paragraphs 11.3.1-11.3.7 or 11.3.9-11.3.12 and does not fulfil his obligations under the Agreement, avoids performance of contractual obligations, and does not respond to at least two repeated reminders and warnings from the Lessor to comply with the conditions of the Agreement, and fails to rectify the breach within 5 (five) calendar days of the Lessor's notification of the breach;
  - 11.3.9. A certain event or events take place which, based on the reasonable opinion of the Lessor, may have a significant adverse effect on the financial condition of the Lessee or threaten the Lessee's ability to fulfil the obligations arising from this Agreement;
  - 11.3.10. The Lessee enters into agreements or other arrangements which encumber the Lessor's right to the Vehicle;
  - 11.3.11. The Lessee does not allow to inspect or assess the Vehicle;
  - 11.3.12. The Vehicle's telemetry system is dismantled or disconnected without the consent of the Lessor of the Lessor issued in a form which can be reproduced in writing.
- 11.4. On the grounds specified in Paragraph 11.3 above, the Lessor shall have the right to disable the unlocking and/or starting of the engine of the Vehicle (via the Vehicle telemetry system) at the Lessor's discretion. The unlocking and/or starting of the engine of the Vehicle may be disabled until the breach is rectified or the Vehicle is returned to the Lessor. If the Lessor terminates the Agreement in the event of any cases specified in Paragraph 11.3, the Lessee must pay the Lessor a penalty of 4 (four) months' Subscription Fee and the administration fee in the amount of 150 EUR (one hundred fifty euros) for the termination of the Agreement.
  - 11.5. The Agreement shall be deemed to have been terminated from the date specified in the notification as provided for in Paragraph 11.3 of the Agreement, but not earlier than within 3 (three) business days after the date of dispatch of the notification. If, before the date of termination of the Agreement, the breach is rectified, the Agreement shall remain in force if the Lessor agrees to it.
  - 11.6. After the termination of the Agreement on any grounds set out in Paragraph 11.3, the Lessor shall perform recalculation of the Subscription Fee in accordance with the conditions laid down in Paragraph 7.17 of the Agreement, which the Lessee must pay the Lessor. The Lessee must also pay the Lessor all charges, direct and indirect losses, and penalties, if the Lessor incurred losses and/or conditions for payment of the penalties have arisen.
  - 11.7. The Lessee shall have the right to terminate the Agreement unilaterally for any reason before its expiry, by giving the Lessor 30 (thirty) calendar days' notice thereof. In such a case, the Lessee must pay the amount of the Subscription Fee recalculated in accordance with the conditions set out in Paragraph 7.17 of the Agreement until expiry of the Agreement, the administrative fee of EUR

150 (one hundred fifty euros) for the termination of the Agreement, to compensate for all the costs incurred due to termination of this Agreement, and pay penalties if any such were incurred and/or the conditions for payment of the penalties have arisen.

- 11.8. After the termination of the Agreement on the grounds provided therein, the Lessor shall have the right to unilaterally set off all amounts due and arrears under the Agreement, penalties and losses against any amounts received from the Lessee, including the Prepayment made by the Lessee as specified in Paragraph 3.8 of the Agreement.
- 11.9. After the termination of the Agreement on the grounds provided for in Paragraphs 11.3 and 11.7 of the Agreement, the Lessee must not later than within 3 (three) business days after the notification of the termination of the Agreement is provided to the Lessee, return the Vehicle to the Lessor in an appropriate and timely manner as set out in Paragraph 6 of the Agreement.

## **12. FORCE MAJEURE**

- 12.1. The Party shall be exempted from liability for failure to fulfil its obligations under the Agreement, if the obligations are not fulfilled due to the force majeure circumstances, which are beyond the Party's control or which could not have been reasonably foreseen at the time of the conclusion of the Agreement and the consequences of which could not have been prevented. The breach of the obligations by the Party due to the lack of financial resources, due to COVID-19 or flu pandemic / epidemic, or the breach of contractual obligations by their contractors shall not be deemed to be the force majeure circumstances.
- 12.2. If the circumstances due to which it is impossible to execute the Agreement are temporary, the Party may be exempted from liability for a period which is reasonable in view of the effects of those circumstances on the performance of the Agreement.
- 12.3. The Party which fails to perform under the Agreement must notify the other Party of the occurrence of the force majeure circumstances and their impact on the execution of the Agreement. If the other Party does not receive such notification within a reasonable time after the non-performing Party has become aware or should have been aware of such circumstances, the non-performing Party must compensate for any loss resulting from failure to notify.
- 12.4. The force majeure circumstances do not prevent the Lessor from terminating and/or suspending the Agreement and/or claiming payment of the Subscription Fee, interest and/or requesting to return the Vehicle.

## **13. FINAL PROVISIONS**

- 13.1. This Agreement shall take effect from the moment specified in Paragraph 3.9 of the Agreement and shall remain in force until the Parties have fully fulfilled their obligations under the Agreement.
- 13.2. Any amendments, supplements and additions to the Special Terms shall be only valid if they are made in writing and are duly signed by the Parties. If there are the circumstances stipulated in Paragraph 2.12 of the Agreement – the owner of the Vehicle is a third party – financier, Paragraphs 2.12, 4.1, 4.5, and 11.16 of this Agreement and Paragraph 13.2 herein cannot be amended and/or supplemented by the Parties without the prior consent of the third party – financier. The Lessor shall be exclusively responsible for obtaining any such consent and confirming the receipt.
- 13.3. The Lessor has the right to unilaterally amend, supplement or change the General Terms in the following cases, which shall be deemed as legitimate reasons for such purposes:
  - 13.3.1. as provided in the legal acts;
  - 13.3.2. as may be required by virtue of amendments in legal acts, case-law or decisions of competent authorities;
  - 13.3.3. as may be caused by developments in a certain field or in certain Vehicle Subscription service,

incl. discontinuance of technical solutions, improvement of client experience and quality of the services provided by the Lessor, changes in the business environment, business processes, costs, other relevant business parameters pertaining to the services provided by the Lessor;

13.3.4. as may be caused by the need to update certain processes, solutions or tools pertaining to provision of the Services;

13.3.5. as may be caused or required by any other similar circumstances or reasons of objective nature.

13.4. The Lessor shall notify the Lessee about the amendments, supplements and additions to the General Terms at least 30 days in advance.

13.5. The Lessee shall have the right to terminate the Agreement if the amendments, supplements, and additions to the General Terms have material adverse effect on the Lessee, use of or access to the services, provided by the Lessor hereunder or otherwise create material adverse financial burden on the latter. In such a case, the Lessee shall have the right to terminate the Agreement within 30 days of receipt of the notice on amendments, supplements, and additions to the General Terms or of the date on which the Lessor modified the service, whichever is later. In such case the recalculation of the Subscription Fee payable by the Lessee stipulated in Paragraph 7.17 may apply.

13.6. This Agreement is governed by the law of the Republic of Estonia. Any dispute, disagreement or claim arising from this Agreement or relating to this Agreement, its breach, termination or validity shall be settled by negotiation, and if the dispute cannot be resolved by negotiation, it shall be settled before the competent court of the Republic of Estonia.

13.7. The information contained in the Agreement, relating to it, and all information disclosed in the course of the execution of this Agreement, whether knowingly or accidentally, is confidential. Each Party may disclose this information to third parties only to the extent necessary for proper execution of this Agreement and only with prior consent of the other Party issued in a form which can be reproduced in writing, except where the information is required by public authorities entitled to receive it under laws or regulations.

13.8. The Lessor shall have the right to unilaterally assign all rights and obligations arising from this Agreement to a third party by informing the Lessee thereof at least in a form which can be reproduced in writing. The Lessee may not assign or transfer in any way this Agreement or any rights and obligation in relation thereto.

13.9. If any provision of the Agreement becomes contrary to the laws or other legal acts of the Republic of Estonia or becomes invalid, this shall not affect the validity of other provisions of the Agreement. The Parties undertake to amend the provision of the Agreement, which is contrary to the laws of the Republic of Estonia or other legal acts or is invalid with another provision compatible with legal acts and valid, which in its legal and economic significance would be as close as possible to the provision which is contrary to the law or invalid.

13.10. Any notifications, consents and other communication that the Party may provide under this Agreement shall be considered valid if they are delivered to the other Party in person against the acknowledgment of receipt, sent by registered mail, fax, email addresses indicated on the Website, and provided using the Website. The notifications shall be considered to have been served in person on the day when they are delivered; notifications sent by registered mail shall be considered to have been served on the 5 (fifth) business day following the date of dispatch, unless they are actually served earlier and a document confirming receipt is obtained; notifications sent by fax or email shall be considered to have been received on the first business day following the dispatch; notifications sent on the Website email shall be considered to have been served on the day of dispatch of the notification.

13.11. Contact addresses of the Parties are indicated on the Website. In the event of the change in the address and/or other details of the Party, such Party must notify the other Party thereof not later than within 3 (three) calendar days after the change in the relevant data. If the Party fails to comply with these requirements, it shall assume the negative consequences of non-compliance with this

requirement.

- 13.12. If there are any inconsistencies between the provisions of the General Terms and the Special Terms, and the annexes to the Special Terms, the provisions of the Special Terms and the provisions of the annexes of the Special Terms shall apply.