

## ALD Automotive Eesti AS

### Lease General Terms

Lessor leases the Vehicle to the Lessee in accordance with the Special Terms, the General Terms set out below (hereinafter Special Terms and General Terms jointly referred to as the Contract) and the regulatory enactments of the Republic of Estonia.

By signing the Contract, the Lessee's representative confirms *inter alia* that: (i) he/she is entitled to conclude Contract on behalf of the Lessee and (ii) all procedures in force in Lessee's company have been followed up, *inter alia* all proper corporate consents and approvals from competent authorities (including, but not limited to consents and approvals required by the Lessee's articles of association, procedure rules, and other Lessee's company internal documents etc.) are obtained to conclude Contract. Any violation of the above is the Lessee's liability and risk, which will not affect neither the Lessee's obligations and responsibilities arising from the Contract, nor the Lessor's rights and claims against the Lessee. In case the Contract is signed by both Parties, it is considered valid regardless of the existence and compliance of the consents and approvals.

### II. General Terms

#### 1. Usage of the Vehicle

- 1.1 The Vehicle is the property of Lessor. The Lessee does not become the owner of the Vehicle (receive ownership) under the Contract Lessee is entitled to use the Vehicle in accordance with the requirements prescribed in the Contract and the Vehicle user's manual, including with due consideration of the requirements set by the manufacturer of the Vehicle. From receiving the possession of the Vehicle until returning it to the Lessor, the Lessee undertakes full responsibility for maintaining the Vehicle in the same condition as it was at the time it was delivered to the Lessee, considering usual wear and tear. The Lessee has no right to alienate, pledge or otherwise encumber the Vehicle, as well as to transfer the Vehicle for use to a third party without the Lessor's written consent. The Lessee's employees, to whom the Lessee has given permission to use the Vehicle, are not considered as third parties. The Lessee is responsible for all the Vehicle users to properly comply with all obligations specified for the driver, user, holder (including to Lessee) and owner of the Vehicle The Lessee remains fully responsible for the Vehicle as well as for the actions of the Vehicle users, and also for the compliance with the Contract.
- 1.2 The Lessee uses the Vehicle prudently, with due respect of the requirements for, among other things, driving a Vehicle and the valid regulatory enactments governing road traffic.
- 1.3 Together with the documents for the right to use the Vehicle, the following documents are issued to Lessee, which are obligatory for the Lessee to follow and comply with:
  - a) Vehicle restitution guide;
  - b) the User's Manual.
- 1.4 The Lessee must not use The Vehicle:
  - a) for driving which may reduce Vehicle's value more than normal proper driving;
  - b) for driving lessons or rendering of courier services without Lessor's prior written consent;
  - c) for commercial towing of a caravan, trailer or other such object;
  - d) for racing or other competition of any kind;
  - e) outside the European Economic Area (EEA) without Lessor's prior written consent;
  - f) to give to third person for free or for fee for hiring, subleasing or passenger commercial service of any kind or any other type of services (inc. taxi services, Uber, Taxify, Bolt and other similar services);
  - g) The Vehicle may not be given for use to a person intoxicated or under the influence of drugs, not to a person that does not have a valid driver's licence;
  - h) for committing or for the purpose of illegitimate or offending activities of any type.
- 1.5 The Lessee must maintain the Vehicle as it was at the time the Lessee received the possession of the Vehicle, including both exterior as well as the technical condition, taking into account usual wear and tear. Including the Lessee must make no changes to the outer appearance or the interior of the Vehicle, no signs or advertisements may be placed on the Vehicle and its paintwork may not be altered without Lessor's prior written consent. When returning the Vehicle to the Lessor, the Lessee ensures that all the Lessee's signs, stickers and advertisements have been removed from the Vehicle (on Lessee's expense). If after removing signs, stickers and / or advertisements it is necessary to make repairs or other improvement work to the Vehicle's body (inc. e.g. polishing, painting, etc.) of such works are necessary to restore other exterior or condition of the Vehicle, then the Lessee shall fully cover all such repair works and materials, including, the Lessee shall cover the Lessor's estimated expenses (whether or not the Lessor has paid for these repairs) in accordance with the Vehicle initial survey deed, or alternatively to the more in-depth (advanced) diagnostics report or to the estimate ordered by the Lessor from a third party.
- 1.6 The Lessee may install non-factory accessories in the Vehicle only upon prior written consent of the Lessor. Prior to returning the Vehicle to Lessor Lessee shall remove accessories installed by it at its own expense, unless otherwise agreed by the Parties. If the accessories are not removed by Lessee, Lessor may remove them. In this case the Lessee must compensate the cost of removal to the Lessor in full. The accessories removed by Lessor shall be regarded as derelict property, these are not returned nor refunded to the Lessee. The costs of repair of damage caused by installation and removal of such accessories by Lessor shall be covered/compensated also by Lessee.
- 1.7 Within a term stipulated by legislation in force or any other binding documents (inc. for example Contract) the Lessee shall pay all payments, fees and fines connected to the Vehicle and its use, including, but no limited to violation of traffic rules, parking rules and other payments, fees and fines, including to authorities as well as to third parties (including parking fees, tolls, service fees and payments, penalties, fines and other penalties and sanctions related to the Vehicle. The Lessor is entitled to pay all overdue fines, fees and payments and include those in full in a regular monthly rental invoice, adding to it as well administration fee according to the Lessor's current pricelist that is available on the Lessor's web page [www.ayvens.ee](http://www.ayvens.ee).

#### 2. Lease Payment

- 2.1 The Lessee shall pay to the Lessor all sums payable to the Lessor for which the payment term is not set in the Special Terms of the Contract, within 15 days as from the date of issue of the invoice at the latest, unless stated otherwise in Special Terms of the Contract or respective invoice. If a term for a payment is specified in the Special Terms of the Contract for any payment, the respective payment is to be made within the term provided in the Special Terms of the Contract.
- 2.2 As the Contract is entered into, the monthly Lease payments are calculated in consideration that the Contract is in force throughout the lease term originally agreed in

the Contract. In case of early termination of the Contract (including Sections 9.1 and 9.2 of the General Terms), the Lease Payment for the last month when the Contract is in force shall be determined as the highest of the following amounts: (i) the originally established monthly Lease Payment plus 30% of the remaining Lease Payments from the period, when the Vehicle is returned to the Lessor, till the ending date of the lease period originally agreed upon in the Contract, or (ii) the originally established monthly Lease Payment plus the sum equal to 3 monthly Lease Payments.

- 2.3 If the Vehicle has not been leased for a full calendar month, the payable Lease Payment is made of the proportion between the lease period in the particular month prescribed in the Contract and the number of full days in the particular month.
- 2.4 If the Special Terms of the Contract state "included", the Lease Payment includes:
  - a) the mileage for the entire leasing period stipulated in the Special Terms of the Contract;
  - b) regular compulsory maintenance according to the Vehicle service manual;
  - c) technical repairs due to usual wear and tear;
  - d) expenses related to the service ensuring 24-hour technical assistance on the road within the territory of the Republic of Estonia and European Economic Area (EEA);
  - e) change and storage service of seasonal tires (at Lessor's choice), provided that a damaged tire change nor repair costs are included, and these expenses shall be paid or compensated by the Lessee;
  - f) fees for initial registration and mandatory technical inspection;
  - g) insurance payments for the Vehicle (mandatory third-party liability insurance and voluntary insurance against damage and theft);
  - h) all taxes and fees stipulated by the law related to the Vehicle, that are not payable by the Lessee under the Contract.

VAT shall be charged additionally according to the regulatory enactments. If VAT or any other taxes or fees (see above sub-paragraph h)) are changed or new taxes and/or fees are introduced during the Contract period, the Lessor will be entitled to change (that is increase) the amount of the Lease Payment accordingly, without consent from the Lessee.

- 2.5 Unless the Special Terms of the Contract provide otherwise, the Lease Payment DOES NOT INCLUDE:
  - a) fuel and car products;
  - b) cleaning, polishing and waxing;
  - c) installation, removal and fixing of accessories nor the cost of repairing the damages caused by these;
  - d) expenses connected to the deterioration and damaging of the Vehicle apart from usual wear and tear determined in accordance to the Lessor's Vehicle restitution guide and Vehicle defect deed, report or assessment made by a manufacturer's authorized service, other service chosen by the Lessor or Lessor's authorized expert;
  - e) payments, fees and penalties connected to the use of the Vehicle (inc. both fines imposed by authorities as well as penalties and other fines demanded by third parties) and other sanctions for offences as well as costs connected to imposing these (for example for towing and storage costs etc.);
  - f) insurance deductible (own risk);
  - g) any other costs and expenses caused as a result of the activities of Lessee. Including costs and damages that have arisen due to breach of the Contract by the Lessee.
  - h) additional Lessor's cost incurred due to new or amended laws, rules or regulations, as well as change of VAT or any other taxes or fees or due to new taxes and fees introduced after conclusion of the Contract.
- 2.6 Expenses payable by the Lessee (incl. e.g. costs that are not included in the Lease Payment as well as costs related to breach of the Contract) but paid by the Lessor and payment term of which is not provided in the Special Terms of the Contract shall be reimbursed by the Lessee to the Lessor on the basis of respective invoice from the Lessor no later than 15 (fifteen) days after the Lessor's invoice date.
- 2.7 All payments payable by the Lessee to the Lessor shall be transferred to the bank account of the Lessor. Any bank service fees and other payments applied by the banks for making settlements are covered by the Lessee.
- 2.8 The Contract calculation currency is Euro. Any expenses due to currency exchange and loss, inc. those incurred or to be incurred by the Lessor due to activities of the Lessee related to making payments in the currency, which does not correspond to the currency of the Lessor's current account, shall be paid or compensated by Lessee.
- 2.9 In case the Lessee delays making any of the payments prescribed by the Contract or other payment connected to the Contract the Lessor will be entitled to deem all the performed payments to have discharged the obligations in following order:
  - a) accrued interest, default interest and contractual penalties;
  - b) any other payments to be made in favour of Lessor that have fallen due (inc. damages, service fees etc.), save the Lease Payment;
  - c) Lease Payment that have fallen due.
- 2.10 The Lessor reserves the right not to accept payments from third parties, except the payment on behalf of the Lessee is made by: (i) a company that belong to the same group of companies as the Lessee, for example, parent company, or (ii) a private individual related to the Lessee, for example, shareholder or employee. It is mandatory that before a third-party payment is made on behalf of the Lessee, the Lessee informs the Lessor at least 30 (thirty) days in advance and receives the Lessor's consent. The Lessor shall not withhold it's consent without a valid reason. Valid reasons may be among other things related to the payer's potential violation of the sanctions, tax evasion, money laundering and terrorism and proliferation financing or other offenses or violations of laws and regulations or relevant suspicion or fulfilment of regulations and requirements connected to latter by the Lessor. Uncoordinated third-party payments may be a subject of fund freezing or return to their payer's and will not be considered as the fulfilment of the Lessee's obligations under this Contract.
- 2.11 The Lessee acknowledges and agrees that the Lease Payments are calculated in consideration that the Lessee will hold the Contract for entire lease term and early termination of the Contract will cause the Lessor's losses related to insufficient depreciation of the Vehicle's value, therefore the Lessor is entitled to claim and the Lessee agrees to pay in case of early termination of the Contract the Lease Payment recalculated in accordance with Clause 2.2 and 16.4 of the General Terms of the Contract, as well as to pay Lease Payments for entire term of 18 (eighteen) months, in the case specified in Clause 16.5 of the General Terms.

#### 3. Operation, Service and Repair of the Vehicle

- 3.1 The Lessee shall ensure that the Vehicle meets all statutory requirements and periodic checks (including the mandatory technical inspection) and services are duly performed

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

according to the manufacturer's service manual of the Vehicle by the deadlines prescribed by the regulatory enactments. Services and repairs must be performed exclusively by an authorized service provider or by another service provider approved by the Lessor in advance.

- 3.2 The Lessee shall show to the service provider the client card issued by the Lessor before commencement of any works. Purchases of materials, spare parts and services/works not covered by the Contract shall be made at the expense of the Lessee – service card may not be used to pay for these, the Lessee itself must pay for these directly to the service provider.
- 3.3 The Lessee shall ensure that all maintenance works are duly recorded in the Vehicle's service book.
- 3.4 Any repairs caused by any type of accident and any other substantial repairs must be performed only by an authorized service provider or by a service provider approved by the Lessor in advance. The Lessee is obliged to notify the Lessor prior to commencing any such repair work. All damage to the Vehicle must be repaired by the Lessee as soon as practicable, but no later than prior to the expiry of the Contract.
- 3.5 If the Lessee has performed the maintenance, check-up or repair work without observing the aforementioned procedure, the Lessor will be entitled at its own discretion to request the Lessee making payment for the maintenance, check-up and repair work of the Vehicle or to compensate the expenses of Lessor for the maintenance, check-up and repair work of the Vehicle.
- 3.6 In case of theft, damage or destruction of the Vehicle, the Lessee shall promptly inform the Lessor on all the circumstances causing the aforementioned loss.
- 3.7 The Lessor bears no responsibility for any deficiencies of the Vehicle arisen during the Vehicle lease period or any type of loss caused by the Lessee nor for theft, damage, destruction or possible accidents of any type etc. The Lessor is also not responsible for damage the Lessee may suffer during servicing or repairs of the Vehicle due to restrictions on the use of the Vehicle (i.e. the Lessee is not entitled to any compensation or refund for period of the Vehicle's repair or for any other time when the Lessee cannot use the Vehicle due to a circumstance for which the Lessor hold no liability. This circumstance does not release the Lessee from the obligation to perform Lease Payments nor from other obligations under Lease Contract).
- 3.8 The Lessee is obliged to perform all the activities prescribed by the terms of the CASCO insurance agreement that are published online at [www.avvens.ee](http://www.avvens.ee), and the regulatory enactments on the mandatory third party liability insurance. The Lessee undertakes to thoroughly read these requirements of insurance and legislation prior concluding the Contract and to follow and comply with them precisely. Including, The Lessee is obliged to foresee and avoid such circumstances and situations that might cause refusal or decrease in payment of insurance indemnity. The Lessee also must do everything in its power to reduce the damages which are under its control and potentially may arise.

#### 4. Insurance and Damage

- 4.1 Lessee undertakes all risks with respect to the Vehicle, including loss, theft, damage (caused by Lessee or other circumstances) and destruction thereof, , except damage due to normal wear and tear.
- 4.2 Unless otherwise agreed, Lessor shall ensure mandatory third-party liability insurance and voluntary insurance against damage and theft (hereinafter referred to as CASCO). The insurance payments payable by the Lessor are included in the Lease payment, unless otherwise agreed in the Contract. Lessor has the right to unilaterally increase the Lease payment by notifying the Lessee 30 (thirty) days in advance in a format which can be reproduced in writing, if the Lessor identifies that i) the Lessee has a high risk of insurance accidents, which requires increasing the insurance premium, or ii) Lessee installs additional, non-factory accessories, Lessee's signs, stickers or advertisements, which require increasing the coverage of CASCO insurance.
- 4.3 In case the Contract does not include mandatory third-party liability insurance and/or voluntary insurance against damage and theft (CASCO), the Vehicle must be insured by the Lessee, the insurance must be valid at all times during the lease period or until return of the Vehicle to Lessor pursuant to Section 10 of the General Terms, whichever takes place later. The Lessee shall ensure that insurance policy is issued by reputable insurance company (i.e. Credit Rating (IFS) of minimum A- Standard & Poor's or equivalent with an internationally recognized credit rating agency at the time the insurance contract is engaged) and registered in EU, and contains rule that insurance compensation is payable to the Lessor. The Lessee shall, within 5 business days from entering into the Contract, submit a copy of the insurance policy to the Lessor. Should the terms and conditions of the insurance contract submitted to the Lessor not meet the requirements of the Lessor or the mandatory third-party liability insurance and/or CASCO insurance is not made at all, including the Lessee fails to submit a copy of the mandatory third-party liability insurance and/or CASCO insurance policy to the Lessor, the Lessor at his choice has the right with immediate effect to terminate the Contract and retrieve the Vehicle or insure the Vehicle itself and demand full reimbursement of all related costs from the Lessee. In case the Parties have agreed that CASCO insurance is not required or the Lessee has not fulfilled the obligation to provide a copy of CASCO insurance policy, then the Lessee bears all risk with respect to the Vehicle, including loss, theft, damage or destruction thereof, in the amount of the value of the Vehicle as from the date of receipt of the Vehicle until return thereof to Lessor, except damage due to normal wear and tear. In case the Lessee has not fulfilled the obligation to manage mandatory third-party liability insurance, then the Lessee assumes all risk and losses caused to the Lessor and / or third parties.
- 4.4 If the Vehicle is involved in a traffic accident, is missing, stolen, damaged, destroyed or other insured event has occurred, the Lessee must complete all documents required by legislative acts and insurance agreement as well as by Lessor and by the insurance company and no later than on the next business day after occurrence of the insurance event must forward them to Lessor. No repair work shall be performed by Lessee until the insurance company has inspected the damage and agreed to compensate it. Lessee shall duly comply with all requirement applicable pursuant to relevant laws and insurance contracts to ensure receipt of insurance compensation by the Lessor in full and without delay. Lessee shall pay franchise (own risk) payable under the insurance contract. If the Special Terms of the Contract section "Cost and Services" does not include "Accident management", the Lessee on its own shall ensure and bears responsibility that it notifies both Lessor and the insurance company of the insured event in timely and proper manner, and in accordance with relevant insurance terms and legislation in force. The Lessee must in this case send a written notice to the Lessor no later than the next business day after the occurrence of the insurance event and provide all information and documents requested by the Lessor.

If, the Lessee has not in timely manner within the deadline provided above reported the insurance case to the insurance company or the Lessor, then the Lessee shall bear all

responsibility for the delay and for any potential consequences that may accompany it. Among other things, the Lessee itself shall indemnify to the Lessor the insurance benefit if the insurer should refuse to pay it or pay it in a smaller amount.

- 4.5 The Vehicle is considered destroyed, if it has been damaged to the extent that in accordance with the Vehicle CASCO insurance agreement terms and conditions renewal thereof is not possible or economically justified, but, in the event the Vehicle does not have CASCO insurance coverage, if the renewal repair work expenses of the damaged Vehicle amount to at least 50 (fifty) percent of the market price of the Vehicle.
- 4.6 In case the Vehicle is damaged to such extent that the insurance company agrees to compensate to the Lessor its full value the Contract terminates one month after the insurance company has made the relevant decision known to the Lessor. If the Vehicle has been insured by the Lessee under the clause 4.3 of the General Terms and the compensation paid by the insurance company is less than the Vehicle's value in Lessor's accounting, Lessee is obliged to compensate to the Lessor the loss in the amount of the difference between the compensation of the insurance company and Vehicle's value in Lessor's accounting.
- 4.7 The Lessee bears the risk to pay to Lessor for Lease Payments even *inter alia* when the Vehicle is destroyed or damaged or any other insurance case or circumstance has occurred due to which the use of the Vehicle is excluded or limited. The Lessor is not responsible among other things for damage the Lessee may suffer during servicing or repairs of the Vehicle due to impossibility or limitations on the use of the Vehicle. The Lessee is not entitled to any compensation or refund due to these circumstances and it does not release it from the performance of the Contract to any extent.
- 4.8 Compensation for accident that constitutes insurance event under the insurance contract shall be paid to Lessor. Receipt of the compensation by Lessor does not affect Lessee's obligations under the Contract. If the insurance company pays full compensation for Vehicle the Contract shall terminate and provisions of Section 9.3 of the General Terms (excluding Section 2.2., 16.4 and Subsection "c" of Section 9.3 of the General Terms) shall be applicable.
- 4.9 Lessee shall be fully responsible for damage of the Vehicle not covered by insurance and for damage, loss or detriment to third persons, as well as bears full responsibility for all possible consequences and risks related to the Vehicle as an object of increased danger. Lessee hereby guarantees to Lessor the full and immediate payment of any such amounts paid out or to be paid out by Lessor.
- 4.10 In case if Lessor would pay back to the insurance company unduly paid insurance compensation due to fault of Lessee, Lessee shall undertake to pay to Lessor a sum in amount of the unduly paid insurance compensation and shall compensate all damages of Lessor in that regard.

#### 5. Fuel / e-charging Credit Card

- 5.1 The Lessor may give the Lessee a fuel or e-charging credit card issued by supplier selected by the Lessor, if so prescribed by the Special Terms. If the Special Terms provides that the Fuel or e-charging Credit Card is included in the Lessor's services, then following provisions shall be applied for use of the Fuel / e-charging Credit Card:
  - a) Refuelling / e-charging location: the fuel and e-charging supplier is selected by the Lessor. Accordingly, the Lessee may use the Fuel Credit Card to purchase fuel only from the fuel supplier that is indicated on the Fuel Credit Card (identical provisions shall be applied to use of e-charging cards);
  - b) Pricing principle: the Lessee, based on the invoice issued by the Lessor, compensates to the Lessor all monthly expenses related to payment of the invoices issued by the fuel or e-charging service supplier for the purchases made and services received by the Lessee using the Fuel or e-charging Credit Card, i.e., the Lessor reinvoice the fuel and service or e-charging costs without mark-up;
  - c) Types of goods and Restrictions of the use of the Fuel Credit Card: the Lessor may determine the types of goods and services the Lessee may receive using the Fuel Credit Card. By default, the Lessee is granted the right to purchase the following goods and services: fuel, car goods and accessories, car wash; E-charging card shall be used for e-vehicle charging only;
  - d) Limits: the Lessor has the right to set the amount that the Fuel or e-charging Credit Card user can spent per day / month;
  - e) Modification/Blocking of the rights to use the Fuel or e-charging Credit Card: The Lessor is entitled to unilaterally amend the fuel or e-charging credit card rights assigned to the Lessee, including decrease the limits. Likewise, the Lessee agrees that the issuer of the Fuel or e-charging Credit Card may unilaterally introduce changes to the terms for use of the card, but the Lessor shall be entitled at any time and without a prior notification to block the Fuel or e-charging Credit Card if circumstances occur that entitle the Lessor to unilaterally withdraw from the Contract;
  - f) Risks and Liability: In the event of a claim, the Lessee may not raise a claim against the fuel or e-charging service supplier on behalf of the Lessor, but all such claims must be noted to the Lessor at first. At the same time, the Lessor does not warrant and undertakes no responsibility for use of the Fuel or e-charging Credit Cards or servicing thereof, which is ensured by the provider of the fuel or e-charging services. The Lessor is not obliged to reimburse the Lessee for any costs or damage incurred by the Lessee due to failure of the Lessee to use the Fuel or e-charging Credit Card due to the circumstances or problems related to servicing the cards;
  - g) Ownership: the Lessor remains the owner of the fuel until the Lessee has paid for it in full;
  - h) Purchase Confirmation: The Lessee confirms the purchase of fuel, goods and receipt of services by entering the personal identification number (PIN code) provided to the Lessee by the Lessor together with the fuel credit card at the time of each purchase. Giving the fuel credit card or PIN code to third parties is strictly forbidden. The Lessee is fully responsible for keeping these in its possession and confidential. The Lessee undertakes to inform the Lessor of relevant circumstances without delay. Loss or use by third parties of the card or PIN code and similar cases do not release the Lessee from obligation to compensate corresponding purchases to the Lessor. E-charging shall be deemed to be confirmed by use of the e-charging card at the respective charging station (with or without authentication that depends on the security settings set by the e-charging service provider). The Lessee must ensure the safe usage of a card and timely notification of its loss. The Lessor shall not be responsible for the Lessee's losses related to the loss of a card.

#### 6. Contact Information

- 6.1 All correspondence between the Lessee and Lessor within the scope of the Contract is considered delivered to the other Party if delivered in person against signature or by mail or e-mail in accordance with the contact information prescribed in the Contract.

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

- 6.2 Within 5 business days Party shall inform the other Party in a format which can be reproduced in writing about any changes in its contact information stipulated in the Contract.
- 6.3 The correspondence given by a Party shall be deemed delivered at latest on the 5th (fifth) day as from dispatch thereof, if sent by mail; or if the correspondence is sent by e-mail it shall be deemed delivered as from the moment of dispatch if sent by 17:00 on a business day, or on the next day, if the dispatch has taken place on holiday or on a business day after 17:00. The Lessee covers all extra expenses the Lessor may incur due to failure of the Lessee to inform the Lessor of any changes in its contact information.

#### 7. Late Penalty and Collection Charges

- 7.1 If the Lessee fails to pay monthly Lease Payment or any other payment under this Contract or connected to the Contract, the Lessee shall pay to the Lessor default interest 0.02% per day of the outstanding amount from the day following the due date.
- 7.2 If the Lessee has failed to return the Vehicle on time through his own fault, Lessee shall pay to the Lessor a contractual penalty of EUR 100 (one hundred euros) per each day of delay until the Vehicle is returned to the Lessor.
- 7.3 The Lessee compensates damages incurred and to be incurred by the Lessor that have accrued due to the unlawful conduct of the Lessee (for example due to breach of the Contract) as well as the legal fees and debt collection costs paid and payable by the Lessor, which are related to protection of the Lessor's interests in legal relationship with the Lessee, including the fees for the services rendered by an attorney at law or other legal counsellor used by the Lessor for protection of its interests, state fees and procedural costs.

#### 8. Excess Mileage

- 8.1 If the agreed average monthly mileage of the Vehicle is exceeded then the Lessor is entitled to charge additional fee for the excess mileage in the amount set in the Special Terms of the Contract, which shall be settled as a part of the final Lease payment. If the agreed average monthly mileage of the Vehicle exceeds 20% (twenty percent) or more then Lessor is entitled to charge a fee for the excess mileage separately during the lent terms – together with monthly Lease Payments.
- 8.2 The monthly mileage set in the Contract can be increased by written agreement of Parties.

#### 9. Termination of the Contract before expiration of term

- 9.1 The Lessee may unilaterally withdraw from the Contract prior to its expiry by giving a written notice to the Lessor thereon 30 (thirty) days in advance, returning the Vehicle to the Lessor, and making the recalculated Lease Payment (Section 2.2 of the General Terms), making the payment for the exceeded mileage as provided in Special Terms, Vehicle repair and maintenance costs and all other payments payable to the Lessor under the Contract or connected to it.
- 9.2 The Lessor is entitled to unilaterally withdraw from the Contract, demand return and repossess the Vehicle immediately without prior notice for *inter alia* the following reasons:
- the Lessee fails to pay the Lease Payment or any other payment under this Contract or connected to it for minimum one month and at least 30 days have passed from the payment due date;
  - insolvency proceedings have been initiated against the Lessee or the Lessee itself has submitted or against him bankruptcy or reorganisation application has been submitted, also in case enforcement proceedings have been initiated against the Lessee or interim trustee, reorganisation adviser or liquidator has been appointed, erasure warning has been made regarding it, or decision to liquidate, merge or divide the business has been adopted. The Lessee shall inform the Lessor in writing of any of the circumstances provided in the previous sentence at latest within a period of three days;
  - the Lessee fails to maintain the Vehicle according to the Contract, uses it in breach of any subsection of the Section 1 of the General Terms, fails to make insurance payments or breaches any other obligation set forth in this Contract to the extent it constitutes a material breach or refuses to terminate the breach regardless of Contract termination warning submitted by the Lessor;
  - the Lessee has not paid the mandatory fines for violation of traffic rules, parking rules or other payments to third parties or the Lessor related to the Vehicle (for example toll) within the term;
  - the Lessee breaches any of its obligations under Personal data protection clauses (cf. Section 13 of the General Terms);
  - Partly of fully terminated / stopped commercial activity of the Lessee;
  - Occurred any one of the circumstances specified in the section "Sanctions and Embargo", "ABC and Influence Peddling" and/or "AML" of the General Terms;
  - The Lessee does not fulfill or fails to adequately fulfill any obligations to the Lessor and/or any other company in the Lessor's Group;
  - The Lessee fails to comply with obligation to maintain the mandatory third-party liability insurance and/or voluntary insurance against damage and theft (CASCO) insurance.
- 9.3 If the Contract is cancelled or terminated before end of the lease period, the Lessee shall pay to Lessor as follows:
- Lease Payments recalculated according to Section 2 hereof;
  - excess mileage fee, if any, as set forth in the Special Terms and Section 8 of the General Terms;
  - repair and maintenance costs, if any, for bringing the Vehicle to the condition reflecting usual wear and tear;
  - VAT charged on payments in Sub-sections 9.3(a)–9.3(c) above;
  - any outstanding fines for violation of traffic rules, parking rules and other payments to third parties that the Lessee has not paid related to the Vehicle (for example toll, traffic fine, towing fee compensation etc.).

#### 10. Returning the Vehicle

- 10.1 No later than on the last day of validity of the Contract Lessee on its own expense shall return the Vehicle and the documents and appurtenances of the Vehicle to a location and by the time specified by Lessor. The Lessee confirms that the person who will return the Vehicle shall be considered to be the Lessee's authorized person authorized on behalf of the Lessee to sign all documents related to return of the Vehicle, and the Lessee considers all documents signed by such person to be valid. Failure to return the Vehicle shall allow Lessor to repossess it. All costs related to the return of the Vehicle are covered by Lessee. Any extension of the Contract shall be agreed between the Parties in writing, renewal agreements which do not comply with this formal requirement shall not be valid.
- 10.2 On its return the Vehicle's visual condition and compliance with requirements shall be inspected in line with the Lessor's Vehicle restitution guide and is shown in the Vehicle initial survey deed. Within 20 (twenty) working days after acceptance of the Vehicle (signing

of the Vehicle initial survey deed by both parties), in order to determine whether the Vehicle has any defects (inc. hidden defects) not related to usual wear and tear, the Lessor is entitled to perform Vehicle's advanced diagnostics at the service authorized by the manufacturer, another service selected by the Lessor or by the Lessor's authorized expert, and send Vehicle's advanced diagnostics defect deed to the Lessee. The Vehicle's advanced diagnostics defect deed shall be binding for both Parties. Lessee shall compensate Lessor any expenses and damages beyond usual wear and tear and additional damages caused by it (inc. costs of all services and works and any missing and necessary parts and materials), in accordance with the Vehicle Initial Inspection Deed, a thorough (more accurate) diagnostic report and assessments from the Lessor's supplier or partner. The Lessor has the right to use estimation of expenses and the Lessor is not obligated to pay the costs first.

- 10.3 If the Lease Payment does not include the cost of regular technical maintenance, Lessee is obliged to compensate to the Lessor the cost of the next scheduled regular technical maintenance in full in case it is due within mileage of 3000 km or less. If the next regular technical maintenance is due after more than 3000 km, Lessor is eligible to be partly compensated by Lessee proportionally to the driven mileage which is calculated from the recorded mileage at the last regular technical maintenance and based on the vehicle's manufacturer's or its representing dealers' maintenance cost calculation principles.
- 10.4 The fact of return of the Vehicle to the Lessor shall be fixed in the written Agreement of Vehicle delivery and acceptance signed by the Lessor and the Lessee fixing the particular Vehicle and the documents and appurtenances delivered by Lessee. All the payments specified in the Contract are calculated up to the date of signature of the Agreement of Vehicle delivery and acceptance by both Parties.
- 10.5 In the event Lessee has refused to sign the Agreement of Vehicle delivery and acceptance or the Vehicle initial survey deed, Lessee is obliged to make notes to the respective documents, explaining refusal to sign. In case the Lessor refuses to submit explanations, the Lessor will unilaterally draw up and sign such documents – both relevant agreement and the deed is then considered binding to Parties regardless of the lack of Lessee's signature.
- 10.6 If Lessee has not participated at the Vehicle return or survey at the time and place determined by Lessor and notified to Lessee in advance in writing of a reasonable excuse for it or has no reasonable excuse for it, the Lessor is entitled to unilaterally prepare the Vehicle initial survey deed, as well as, if it wishes to, to perform also Vehicle's advanced diagnostics (Section 10.2 of the General Terms), which is binding upon the parties.
- 10.7 The return of the Vehicle (initial survey deed) may also be formalized electronically in the Lessor's application by using mobile devices. In such a case the present representatives of the Parties gives their consent to findings and defects identified during the Vehicle's inspection by their hand-written signatures put on a mobile device's screen. The Lessee agrees to such a procedure and the Lessee will recognize as binding printouts and digital copies from the Lessor's application. After the finalization of the initial survey deed, it is automatically sent to the e-mail specified by the Lessee's representative present during the handover of the Vehicle.

#### 11. Lessor's Right to Assign the Rights Under the Contract

- 11.1 The Lessor may assign or encumber the Contract in full as well as its rights under the Contract, also dispose of the Vehicle to third parties and pledge the Vehicle, by notifying the Lessee of it. Such situation do not give the Lessee the right to unilaterally terminate the contract nor release the Lessee from its obligations under the Contract.
- 11.2 The Lessee may not assign Contract or any rights or obligations arising from this Contract without prior written consent of the Lessor. The Lessor must reply to such proposal within 30 days from receiving the proposal. The Lessor has the right to request additional documents and information from the Lessee in order to make the decision, including evidence of the solvency of the person and related persons (incl. beneficiaries) to whom the Lessee wishes to transfer the Contract or the rights and / or obligations arising therefrom. If the Lessor does not agree to Lessors proposal, the Lessor shall specify the reasons for such refusal, but is under no circumstances obligated to agree to such proposal. Upon receipt of the Lessor's consent to transfer the Lessee shall pay the Lessor transfer fee pursuant to the price established by the Lessor. The transfer fee shall be paid before the agreed transfer date. The transfer is formalized as a trilateral agreement signed by the Lessor, the Lessee and relevant third party, to whom the Contract or the rights and/or obligations arising from it are transferred to.
- 11.3 In addition to the transfer fee the Lessee shall compensate the Lessor for all costs and damages that the Lessor may incur as a result of the transfer.

#### 12. Force Majeure

- 12.1 The Lessor is not liable for breach of its obligations under the Contract if the breach is due to circumstances of Force Majeure.
- 12.2 The events of Force Majeure are circumstances beyond the control of the Parties which, at the time the Contract was concluded, the Parties could not foresee, that the Parties have not been able to avoid and the effect of which they have not been able to prevent. A party who is unable to perform the Contract due to force majeure shall notify the other party of the respective circumstance, including the probable time of the delay to performance.
- 12.3 In case, due to circumstances of Force Majeure, the Lessee are not able to fulfil its obligations under this Contract for more than 30 (thirty) days, the Lessor shall have a right to terminate this Contract and the Lessee shall in this case, return the leased Vehicle at the last day of the validity of the Contract and to also perform other obligations arising from the Contract (incl. all financial obligations) to the Lessor as required.

#### 13. Personal data processing

- 13.1 The Lessor processes personal data according to the Contract and additionally also according to the Lessor's Privacy Policy published online at <https://www.avvens.eu>.
- 13.2 Lessee's representative by signing this Contract acknowledges among other things that it signs the Contract knowing that the Lessor processes personal data according to previous section and also undertakes to fulfil and comply with the requirements for the processing of personal data at least to the same extent as Lessor does under the Contract and the policy referred to.
- 13.3 Each Party must ensure compliance with data protection laws applicable to them at all times during term of this Contract.
- 13.4 The Parties transfer to each other and process personal data as independent data controllers.
- 13.5 The aim of the personal data processing by the Lessor is fulfilling the Contract and provision of services to the Lessee (inc. services connected to the Contract), also to make the consumption of various services as comfortable as possible for the Lessee and to protect its the rights. The Lessor processes personal data for, including but not limited to, establishing client relationship as well as during the validity of the Contract to fulfil *know*

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

your customer principles, to fulfil its contractual obligations to the Lessee as well as to its other contractual partners (for example to handle insured events, to provide fuel card service etc.) for in-house analysis and statistics as well as for marketing purposes.

- 13.6 The parties shall ensure that the processing of personal data is not excessive.
- 13.7 The data subjects whose personal data will be processed by the Lessor will be primarily the Lessee's employees who will be the Vehicle users (also other Vehicle users, shall there be any), the Lessee's fleet manager or other contact person for the Contract appointed by the Lessor, also other parties connected to establishing and fulfilling the contractual relationship (including for example Lessee's management body members, beneficiaries).
- 13.8 The types of personal data the Lessor processes include but is not limited to following type of personal data: persons first name, surname, position, contact details (email, phone number, address); date of birth or personal code and for persons using the Vehicle their drivers licence information (needed in case of insurance case management); also data submitted to the Lessor regarding insurance cases, fines and other data related to use of the vehicle (for example unpaid toll, parking fees- or penalties etc.); first name, surname, place of residence and date of birth or personal identification code of the Lessee's members of the management body and ultimate beneficial owners, if required, also their relationship with the lessee
- 13.9 Special categories of personal data will not be transferred between the Parties.
- 13.10 Each Party shall ensure that it processes personal data in accordance with the applicable data protection laws, inc. under legal ground.
- 13.11 The Lessee shall, in respect of personal data, ensure that it shall properly inform the data subject in advance about their personal data submission to the Lessor in respect of the Contract and their rights related to processing of their personal data, if necessary, obtain the necessary consents of the data subject. The Lessee must make sure that the submission of personal data by the Lessee to the Lessor and other processing is in accordance with all applicable personal data processing requirements and rules (incl. legislation in force) and does not violate the rights of any person.
- 13.12 Either Party as data controller may disclose personal data to its data processors rendering auxiliary services to data controller. All data processors of data controller must ensure at least the same level of protection of personal data of data subjects as Parties, including must prevent their use for unauthorized purposes, and secure the same conduct also from their partners. Data controller may transfer personal data of data subject *inter alia* to the state authorities carrying out functions entrusted to them by the law, if data controller receives a binding demand of such authority, and also for the establishment, exercise and defence of legal claims in the lawful interest of data controller. Both Parties shall ensure that its employees and subcontractors who/which will process the personal data will be bound by written confidentiality obligations.
- 13.13 Personal data are processed in the territory of the European Union/European Economic Area. It may be necessary in some cases to transmit personal data to the recipients located outside of the territory of the European Union/European Economic Area. Data controller takes steps to protect personal data in such cases and can rely on the adequacy decision of the European Commission, which means that, in view of the European Union, the laws and agreements in that country ensure adequate protection of personal data. In the absence of the adequacy decision of the European Commission, data controller or its data processor may transfer personal data to a third country or international organization outside of the territory of the European Union/European Economic Area only if the data recipient has provided appropriate safeguards, and on condition that enforceable data subject rights and effective legal remedies for data subjects are available.
- 13.14 The Parties shall comply and to provide reasonable assistance each other to provide an proper reply to data subject requests and to respond to any other queries and complaints from data subjects or any Data Protection Authority.  
The Parties shall as a general rule process personal data for not longer than as it is necessary to properly carry out the obligations of the Contract.  
Notwithstanding the above, the Parties shall continue to retain personal data longer if necessary in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry (eg to comply with the obligation to keep accounting records; in the event of ongoing and potential disputes and proceedings to protect one's rights and obligations, etc.).
- 13.15 The Parties shall only provide personal data to each other by using secure methods. Each Party shall be responsible to implement the appropriate and sufficient security as well as technical and organisational measures when processing personal data.  
Having regard to the state of technological development, the Parties warrant that they have in place appropriate technical and organisational security measures in order (i) to prevent unauthorised and unlawful processing of personal data; and the accidental loss or destruction of, or damage to, personal data; (ii) to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of personal data to be protected.  
It is the responsibility of each Party to ensure that its employees are appropriately trained to process personal data in accordance with the appropriate technical and organisational security measures together with any other applicable data protection acts.
- 13.16 Having considered the applicable data protection acts, the Parties have in place their own policy that must be followed in the event of a data security breach.  
Parties are under a strict obligation to notify any actual destruction, loss, , unauthorized disclosure of unlawful alteration, or unlawful access to personal data to their respective assigned person as soon as possible and, in any event, within forty-eight (48) hours of identification of such circumstance to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable data protection requirements. Such notification shall be considered as confidential information.  
The Parties provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious and compliant manner.
- 13.17 Each Party shall be liable for harm caused to the other Party with unlawful personal data processing and shall compensate the other Party for direct damages whether resulting from (i) its failures or breaches of its obligations related to personal data processing, or (ii) fraud or wilful misconduct related to personal data processing. Neither Party shall be liable for any indirect damages related to personal data processing of the other Party, including loss of profit.
- 13.18 The Lessee understands and agrees that providing personal data of persons using the Vehicle is a prerequisite for proper provision of services by Lessor under these this Contract. Refusal to provide personal data, which is necessary for the performance of the Contract or the provision of related services, by the Lessee or the person using the Vehicle to the Lessor or a third party acting on behalf of the Lessor, the Lessor and a third party acting on behalf of the Lessor has the right to refuse to provide the respective service or to perform the Agreement in the respective part. in the Lessee understand and agrees that in some cases,

refusal to provide personal data may cause losses for the Lessee (for example, in case of insurance event or traffic accident the refusal to provide drivers' personal data may lead the insurance company to deny the compensation request and losses and damages in such case will be borne and compensated by the Lessee).

- 13.19 By signing this Contract, the Lessee declares that it agrees that the Lessor processes personal data according to sections provided above.

#### 14. Sanctions and embargoes

- 14.1. **Definitions.** "Sanctions" means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following): (i) the United Nations; (ii) the United States of America; (iii) the European Union or any present or future member state thereof; or (iv) the United Kingdom. "Sanctioned Person" means any natural or legal person who is designated or targeted by Sanction, or is otherwise a subject of Sanctions as a result of being (i) owned or controlled directly or indirectly by any person which is a designated target of Sanction, or (ii) located in, or organised under the laws of, any country that is subject to general or country-wide Sanctions.
- 14.2. **Representation.** Lessee confirms that neither it nor, any of its member of management bodies, actual beneficiary, officer, employee, subcontractor nor any agent it has mandated for the purpose of executing this Contract or to whom it gives the Vehicle is a Sanctioned Person. The confirmation given in the previous sentence is valid to all these companies (and also to the employees, members of management bodies, actual beneficiaries and representatives of these companies) who belong to the same group with the Lessee.
- 14.3. **Undertakings.** Lessee shall not use, directly or indirectly, the leased Vehicle under to the Contract (or funds, in case the Lessor should buy the Vehicle from the Lessee), in any manner that would result in a violation of Sanctions by the Parties. Lessee warrants that (i) no person will have any legal or beneficial interest in the leased Vehicle in connection with the Contract and (ii) the use of leased Vehicle made available to it pursuant to this Contract (or any other contract concluded between the Lessee and Lessor) shall not be made in violation of Sanctions.
- 14.4. **Early termination.** The Lessor may also suspend and/or terminate the Contract at any time, with immediate effect and without prior notice notwithstanding any other provisions of the Contract if the Lessee or any person named in Section 14.2. becomes a Sanctioned Person or if the Lessee or named person is in breach of the valid requirements, restrictions or obligations. In the event of termination of Contract by the Lessor, the Lessee shall, among others, return without delay the leased Vehicle (if it fulfils other obligations from the Contract, incl. monetary obligations, before the Lessor). Termination of Contract on this ground does not give legal ground for applying any legal remedies against the Lessor, incl. the Lessor is not obligated to pay to the Lessee compensation in any amount or reimburse any costs or damages.

#### 15. Governing Law and Disputes

- 15.1 The contracts (incl. this Contract) and relationships between the Parties are governed by the laws in effect in the Republic of Estonia (i.e. Estonian law is the final applicable law).
- 15.2 Any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to the claims and its breaches, terminations and invalidities thereof, shall be settled in Harju Maakohus, in Republic of Estonia. By way of derogation from the above are expedited procedures for payment, which applications are submitted to Pärnu Maakohus.

#### 16. Special provisions

- 16.1 These Special provisions are included in the Contract for the purpose to stipulate the exceptions, additions or different obligations related to a non-standard contract type (Third party (dealer) buy-back agreement, Second-Lease (used car lease) or Sale-leaseback) of which existence a note is made in the Special Terms of the Contract. Special provisions shall be applicable only to the contracts specified in the respective Section. In case Special provisions of the General Terms conflict with other Sections of the General Terms, then the Special provisions shall prevail and apply to the specific type of the non-standard contract.
- 16.2 **Special provision for Sale-Leaseback Contracts. If the Vehicle is bought from the Lessee or the Lessee's financier, i.e. some credit institution or leasing company,** then upon concluding this Contract the visual condition of the Vehicle shall be fixed in the Vehicle survey deed as well as at the Lessor's discretion in the Vehicle defect deed made by a manufacturer's authorized service, other service chosen by the Lessor or Lessor's authorized expert. In case, upon inspection of the Vehicle, defects that do not correspond to natural wear and tear are identified, the Lessee shall no later than 10 (ten) working days after the Lessor's invoicing date compensate to the latter the repair costs of the Vehicle (incl. all services/works, spare parts and costs of materials), which are not caused by natural wear and tear.  
The Lessee, as the previous owner, holder or user of the Vehicle, is deemed to have additionally confirmed in such contracts, that the Lessee is aware of the technical condition of the Vehicle. As well, Lessee is aware that the Vehicle may have defects that do not correspond to natural wear and tear and shall be repaired at the Lessee's expense (incl. all services/works, spare parts and costs of materials), and unless otherwise agreed in the Special Terms of the Contract: (i) the Lessee bears all responsibility for the condition of the Vehicle, its maintenance and repair in accordance with the manufacturer's instructions, (ii) the Lessee bears not only liability for damages or destruction of the Vehicle caused by the Lessee, but also the risk of accidental damage or destruction, as well as the risk of become unable to use the Vehicle due to *force majeure* or any other circumstance or the use is restricted, (iii) at the end of the Contract is responsible for all identified defects and damages that do not correspond to natural wear and tear of the Vehicle.
- 16.3 **Special provision for Second-Lease Contracts. If the Lessee has chosen a used Vehicle from the Lessor's stock,** then upon concluding the Contract the visual condition of the Vehicle shall be stated in the Vehicle survey deed and by concluding the Contract the Lessee additionally confirms that: (i) the Lessee is aware that it is a used Vehicle; (ii) the Lessee has chosen the Vehicle by itself and thoroughly examined it and (iii) the Vehicle meets the requirements of the Lessee, it does not have any pretensions about the Vehicle.
- 16.4 **Special provision for Contracts with a dealer's buy-back agreement. In case the Vehicle's buy-back agreement has been concluded with a third party (a dealer),** then the Lease Payment and its monthly payments are calculated taking into account a buy-back price disclosed by a third party (a dealer) and in consideration that the Contract is in force throughout the lease term originally agreed in the Special Terms of the Contract. Therefore, in case of early termination of the Contract (including Sections 9.2 and 16.5 of the General Terms), the Lease Payment for the last month when the Contract is in force shall be determined as the highest of the following amounts: (i) the originally established monthly Lease Payment plus 30% of the remaining Lease Payments from the period, when the Vehicle is returned to the Lessor before end term, until the ending date of the lease period

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE



originally agreed upon in the Contract, or (ii) the originally established monthly Lease Payment plus the sum equal to 4 monthly Lease Payments.

- 16.5 **Special provision for Contracts with a dealer's buy-back agreement. In case the Vehicle's buy-back agreement has been concluded with a third party (a dealer),** the Lessee may unilaterally terminate the Contract prior to its expiry by giving a written notice to the Lessor thereon 30 (thirty) days in advance, but not within the first 18 months starting from the delivery of the Vehicle. In this case the Lessee shall return the Vehicle to the Lessor, make the recalculated Lease Payment (according to Section 16.4 of the General Terms), make the payment for the exceeded mileage, repair costs and all other payments agreed in the Contract and related to the Contract, as well as to reimburse losses of the Lessor due to the fact that the Lessor cannot exercise its right to sell-back the Vehicle. If the Lessee still terminates the Contract before 18 months term, the Lessor may require the Lessee to pay the Lease Payments also for rest 18 months term in full and in addition from the 19<sup>th</sup> month until the ending date of the lease period originally agreed upon in the Contract, claim the Lessee to pay Lease Payments in the amount of 30%.
- 16.6 **Special provision for Sale-Leaseback Contracts. In case the Vehicle was bought from the Lessee or the Lessee's financier,** then additionally to defects and liquidation of damages caused by them, the Lessee shall reimburse the Lessor defects and liquidation of damages caused by them (incl. services/works, spare parts and costs of materials) determined in accordance to Section 10.2 above, and additionally compensate the Lessor's expenses related to defects which have been detected upon concluding the Contract and stated in the Vehicle survey deed but not repaired during the Contract term, liquidation and damages and costs caused by these defects (incl. services/works, spare parts and costs of materials).
17. **ABC and Influence Peddling**
- 17.1 **"Act of corruption"** refers to a voluntary act, committed directly or indirectly through any person such as an intermediary third party, of (a) giving, offering, promising, or (b) asking for or accepting from, anyone (including a public official), for oneself or for a third party, any gift, donation, invitation, remuneration, or object of value, which would or could be perceived as an inducement to bribe, or as a deliberate act of corruption, in all cases with the aim of inducing a person (including a public official) to carry out their duties in an improper or dishonest manner and/or to obtain an improper advantage.
- 17.2 **"Anti-corruption Laws"** means the French Legislation "Sapin II" of December 9, 2016 on Transparency and Fight against Corruption, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any applicable Law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Bribery Act 2010 of the United Kingdom, as well as, with respect to any legal entity, any other applicable anti-bribery or anti-corruption laws, in each case as amended from time to time.
- 17.3 **"Influence peddling"** refers to the voluntary act of (i) giving, offering or promising to anyone (including a public official), or (ii) accepting from anyone (including a public official), directly or indirectly, any gift, donation, invitation, remuneration or object of value, for oneself or a third party, in all cases with the aim of abusing or as a result of having abused one's real or supposed influence and obtaining a favourable decision or undue advantage from a public official.
- 17.4 **Corruption and influence peddling**  
The Lessee represents and guarantees to the Lessor that, at all times throughout the term of the Contract:
- (i) It is aware of and commits to comply with the laws and regulations relating to the fight against corruption and influence peddling applicable to the execution of the Contract;
- (ii) Neither the Lessee nor, to its knowledge, any of the persons under its control including its Affiliates and its and its Affiliates' directors, officers and employees ( hereinafter referred to as "Controlled Persons"), nor any agent or intermediary that it may appoint to execute the Contract:
- a) has committed an Act of corruption or Influence peddling;
- b) is banned (or treated as banned) by a national or international body from responding to a call for tenders from, contracting with or working with that body due to proven or suspected acts of corruption or Influence peddling;
- (iii) It is aware of the Société Générale code of conduct related to the fight against corruption and Influence peddling;
- (iv) It undertakes, along with any Controlled Person, agent and intermediary (where applicable), to perform its obligations under the Contract:
- a) not to breach any Anti-corruption Laws or regulations relating to the fight against corruption, bribery and Influence peddling;
- b) to refrain from acting in a manner that would lead the Lessor to breach Anti-corruption Laws and regulations relating to the fight against corruption, bribery and Influence peddling;
- c) that it has implemented adequate rules and procedures respectively, as provided for by the applicable regulations and/or adapted according to its size and activity, aimed at preventing all Acts of corruption, bribery and Influence peddling (hereinafter referred to as "Internal Rules");
- d) to provide the Lessor, within the limits of Anti-corruption Laws, with documents and information relating to the performance of this Contract for legal or regulatory purposes, or to fulfil the requirements of any legal proceedings;
- e) within the limits of Anti-corruption Laws and on the basis of reasonable grounds to suspect that an Act of corruption or Influence peddling has been committed when executing the Contract, to authorise the Lessor to carry out, directly or indirectly through an agent of its choice, during the term of the Contract, and subject to thirty (30) days' notice, an audit of the books, records, rules and procedures relating to the implementation of the Contract. The Lessee undertakes to provide the necessary assistance in carrying out such an audit; subject to Anti-corruption Laws, to promptly notify the Lessor of any suspicion of fraud, corruption, bribery, Influence peddling or illicit practices against it in connection with the performance of the Contract;
- f) to ensure that any natural or legal person outside the Lessee who is to perform services under the Contract is bound by written provisions equivalent to those imposed on the Lessee under this clause. The Lessee shall endeavour to ensure that such person complies with these equivalent provisions and shall be directly liable to the Lessor for any failure to do so.
- (v) It commits (i) to inform the Lessor of any changes that may compromise the effectiveness of its internal rules on the fight against corruption, bribery and Influence peddling and (ii) to remedy any deficiencies in relation thereto upon reasonable request by the Lessor. If the Lessee fails to remedy such deficiencies, the Lessor may at its sole discretion, subject to Anti-corruption Laws and without being liable for any damages,

suspend the Contract without notice or compensation for a maximum of 3 months or for the time necessary for the Lessee to take appropriate action, where the shorter term shall be selected without prejudice to the Lessor's other rights under the Contract or to any amounts due to the Lessor under the Contract on the suspension or termination date of the Contract and which remain payable by the Lessee. If, at the end of the maximum duration of the suspension period, the Lessee has not adequately remedied the shortcomings related to the internal rules, then the Lessor may terminate the Contract with immediate effect and without compensation;

vi) It will indemnify the Lessor and its directors, officers, employees, agents and affiliates for any losses they may suffer as a result of the breach of this clause.

- 17.5 **Termination.** The Lessor shall be entitled to terminate the Contract at any time, in writing, by hand delivery or by registered letter with acknowledgement of receipt sent to the Lessee, with immediate effect and without compensation if the Lessee has committed an Act of corruption or influence peddling, a breach of its obligations under the Contract, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).

## 18. AML

18.1 **"Anti-Money Laundering Laws"** means any applicable financial recordkeeping and reporting requirements, as well as any other applicable money laundering statutes and any related or similar rules, including rules related to the prevention of the use of the financial system for the purpose of money laundering and terrorism financing, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency.

## 18.2 Anti-money laundering and fight against terrorism financing

Each Party hereby represents and warrants to each other (which representations and warranties shall be deemed to be repeated at all times until the termination of the Contract) that its activity and operation are and have been conducted at all time in compliance with Anti-Money Laundering Laws.

Each Party has instituted, maintains and enforces processes, tools, policies and procedures designed to promote and ensure compliance with Anti-Money Laundering Laws by itself and each of its Controlled Persons. Each Party shall keep record of the Know Your Customer documents for a period of at least five (5) years.

The Lessee shall transfer to the Lessor any reasonable document the Lessor may request to comply with its Know Your Customer procedure.

- 18.3 **Termination.** The Lessor shall be entitled to terminate the Contract at any time, in writing, by hand delivery or by registered letter with acknowledgement of receipt sent to the Lessee, with immediate effect and without compensation if the Lessee has committed a breach of its obligations under the Section 18.2, or if its representations and guarantees are no longer valid (whether or not such breach can be remedied).

## 19. Final Terms

19.1 The Contract comes into effect as at the moment of its signature, i.e. when the Special Terms is signed by representatives of both parties, and remains effective until completion of the obligations of this Contract. If the Contract is signed with ID-card, e-residency card or other similar way, then the date of conclusion of this Contract is considered to be the date of the last electronic signature time-stamp. The General Terms of the Contract shall not be separately signed, but the Lessee is obligated to thoroughly examine them before concluding the Contract. The General Terms are available to the Lessee at any time on the Lessor's website [www.avvens.ee](http://www.avvens.ee).

19.2 The Contract consists of Special Terms and the current General Terms of the Contract, which form an integral part of the Contract. The General Terms shall be applied so far that they do not contradict to the Special Terms – upon contradiction, the corresponding section consisting in Special Terms shall apply. In case the Lessee belongs to a group of companies with which ALD SA has concluded an International Commitment Agreement that is binding to the Lessor and the Lessee, or a Framework Cooperation Agreement (Master Lease Agreement) has been concluded between the Lessee and the Lessor, then in case of any contradictions between named contracts and the current Contract conditions, the International Commitment Agreement or Master Lease Agreement (depending on which one is concluded) shall prevail over this Agreement – upon contradiction, the corresponding section of International Commitment Agreement or Framework Cooperation Agreement shall apply (depending on which one is concluded).

19.3 The Lessor shall have the right to transfer information about the Lease agreement and its contents as well as information about the Lessee to the Lessor's owners and shareholders as well as participants of business group or groups associated with the Lessor, its owners and/or shareholders, third parties - persons whose services the Lessor uses to fulfil this Contract, as well as to third parties who have applied fines for violation of traffic rules, parking rules etc. to the Lessee or who declare that they suffered damage from usage of the Vehicle, without needing a separate consent of the Lessee and without notifying the Lessee about it, considering that the corresponding information shall be submitted on the purpose of fulfilling the Contract and protection of the rights.

19.4 The Contract may be supplemented, amended or terminated prior to its expiry. All supplements, amendments to or agreements on the termination of the Contract shall be concluded in writing between the Lessor and Lessee, and signed by the authorised representatives of both Parties. The Lessor is entitled from time to time to unilaterally amend the General Terms of the Contract, but if the Parties do not agree otherwise, then the General Terms in force at the time of concluding the Contract shall apply to the Contract.

19.5 For any amendments or modifications of the Contract, or for any other additional services, Lessee shall pay Lessor fee according to Lessor's currently valid price-list available online at [www.avvens.ee](http://www.avvens.ee). Lessor's price-list shall be amended without prior consent of the Lessee and without notification.

19.6 Lessor is entitled to request, and in this case Lessee is obliged at latest within 10 (ten) business days as of receiving such request to hand to Lessor the requested financial data and documents that enable Lessor to analyse Lessee's solvency and fulfil the requirements arising from valid legislation.

19.7 In accordance with Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, the Lessor as a company belonging to the Société Générale Group are bound with the requirements and procedures of the Société Générale Group for the prevention of money laundering and terrorism and proliferation financing. Therefore the Parties agree that the Lessor is entitled to unilaterally without prior warning and notification terminate the Contract and request early fulfilment of the Contractual obligations among other things, if the Lessee do not

(Name, surname, signature, date)

LESSOR

(Name, surname, signature, date)

LESSEE

provide the information and documents required by the Lessor for the compliance with the requirement of customer due diligence or ongoing observance/monitoring in the amount that enables the Lessor to perform a duly, incl. substantial and sufficient examination (including, but not limited to of the Lessee as well as its actual beneficiaries, activities and transactions and their sources of funds and other assets). Failure to provide the named information and documents by the Lessee shall be considered a material breach of the Contract (Sub-section 9.2(c) of the General Terms).

19.8 Invalidity of certain provisions of the Contract shall not have an effect on the validity of the remaining provisions. The Parties agree to replace the invalid provisions of the Contract with new ones, which have been prepared with a similar meaning and purpose considering the meaning and economic implications of the previous provisions, within a period of 30 (thirty) calendar days.

19.9 The Contract is prepared in the English language. If the Contract is concluded in writing, it is signed in two equal counterparts of equal legal effect. One counterpart of the Contract is then given to Lessee, and one to Lessor.

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(Name, surname, signature, date)

**LESSOR**

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(Name, surname, signature, date)

**LESSEE**