

CAR LEASE AND SERVICE AGREEMENT

Lessor:	UAB "Prime Leasing" , legal entity code 302565318, Ozo str. 10a, Vilnius, VAT number LT100005847815, Tel. 8 700 44844, Fax (8 5) 2356089, Settlement account No. LT137300010127936711, AB "Swedbank", Bank code: 73000		
Lessee:			
Lessee's e-mail		Mob. tel. No.	

Definitions:

Vehicle shall be a vehicle provided by the Lessor to the Lessee for temporary disposal and use in accordance with the terms and conditions set forth in this Contract.

User shall be the Lessee's (legal entity) employee or other physical person authorized by it, provided the right on the Lessee's behalf, account and responsibility to be connected to Electronic System, to perform appropriate operations and use cars. Requirements and obligations contained in the Agreement and these Rules applicable to the Lessee, mutatis mutandis are applicable to the Lessor.

Services shall be services connected to Car technical maintenance (major and minor repairs, technical maintenance, compulsory insurance of civil liability of vehicle drivers and auto hull insurance (CASCO), all materials necessary for vehicle operating (for example, oil, glass cleaner) and fuel.

Internet site shall be the web site www.citybee.lt.

Pricelist shall be the price of car rental and service provision, price of the Car Rental and Service packages.

Rental point shall be the parking lot where the car is taken and returned by the Lessee. Find the list of rental points on the site.

Electronic System shall be the car rental reservation available on the site.

Car System shall be an electronic system installed in the car to record its location, distance run, time of use, the use of Fuel Card and other data associated with the car use to be transmitted to the Lessor.

1. Contract Subject

1.1. Upon the present Contract the Lessor shall provide the Lessee with the right to temporary manage and use of the Car while rendering the appropriate services, and the Lessee agrees to use the Car in accordance with the terms provided for in the Contract, to pay the Rent and Service Fee.

1.2. After Contract signing the Lessee shall be provided with data required to sign up for the Electronic System. The Lessee shall be obligated to protect data and passwords required for Electronic System sign up and to immediately notify the Lessor about the loss of such data. The Lessee shall be responsible for such data protection.

1.3. Procedures connected to Car rental reservation, changes in reservation time, Car use, reservation time expiration and reservation time exceeding, Car inspection, Car defects and inconformity detection and other conditions related to Car rent and Service provision are specified in the Regulations on Service Provision (hereinafter referred to as the Regulations on Service Provision) to be an integral

part to the Contract.

These Regulations can be found on the Website. The Lessor has the right to unilaterally change the Regulations on Service Provision placing such the changes on Website 10 calendar days prior notifying the Lessee about such changes by email.

1.4. After the Contract conclusion the Lessee has the right to perform online operations in the Electronic System (Car reservation, reservation cancelling, prolongation of reservation). The Contract shall be an irrevocable obligation of the Lessor and the Lessee, to confirm that the Lessor's instructions given within the Electronic System area have the same binding legal effect as a signature on paper documents, and can be used as evidence in court.

1.5. Each car has an ignition key, remote alarm control, vehicle registration certificate, technical inspection card, fuel card, a copy of the policy of compulsory driver civil liability insurance and insurance regulations.

1.6. Before the Car use, the Lessee is obliged to inspect the Car (from inside and outside) to make sure that it has no visible defects and inconformity, to check availability of Car accessories listed in clause 1.5. hereunder and in case of defects detection and in case some Car accessories are missing it shall be necessary to notify the Lessor about this based on the procedure provided for in the Regulations on Service Provision. Otherwise, it shall be considered that all the defects occurred during the period when the Car was used by the Lessee, and the Lessee shall be responsible for such the defects.

1.7. After the use of the Car is over, the Lessee shall return the Car to the rental point it was taken from, in the same technical condition as it was taken by the Lessee taking into account its normal wear and tear, as described in clause 9.2. of the Regulations on Service Provision.

2. Use of the Vehicle

2.1. The Lessee shall be obligated to use the Car as a caring and prudent owner, using the car only for its intended purpose.

2.2. The Lessee is to meet requirements contained in the Vehicle Operation Manual, manufacturer's recommendations available on the website, obey traffic regulations and other requirements of other applicable legal acts. The Lessee also agrees to comply with requirements that have not been mentioned above but those that are considered standard when using such property.

2.3. The Lessee is to immediately notify the Lessor and relevant state institution (e.g. the police, fire brigade, etc.) if the Car is destroyed, damaged, out of order or becomes unfit for use due to other causes, and in case of circumstances affecting the Car management and use of the Car or those that cannot ensure the Car normal operating.

2.4. The Lessee has no right without prior consent of the Lessor to sublease the Car and transfer to another person his rights and obligations upon the Contract.

3. Responsibility

3.1. The Lessee is fully responsible for the Car from the moment it has been taken until the Car return to the Car rental (hereinafter referred to as period of the Car use). During the period of the Car use the Lessee shall bear a liability for management of an increased danger source.

3.2. The Lessee shall bear no liability for any Car breakdowns that occurred to the Car during its operation as a result of its previous operation or normal wear and tear, provided that the Lessee has immediately informed the Lessor about this by phone and followed the Lessor's instructions

3.3. If the Car was damaged or lost during the period of use (including, but not limited to the Car confiscation), in case of loss of the Car accessories (for example, ignition key), the Lessee shall pay the Lessor a fine in the amount of LTL 500 and cover the Lessor's losses if the losses amount exceeds the amount of the fine and if the losses concerned are not reimbursed by the appropriate insurance company insured the Car. In this case causes based on which the insurance company has not covered the losses concerned (deductibles, non-insurance events, etc.) shall not be taken into consideration.

3.4. If during the Car use it becomes dirtier than during normal operation (both inside and outside), the Lessee shall cover the costs associated with the Car wash and interior cleaning.

3.5. In case during the Car use it has been confiscated, detained or some rights to it have been deprived because of the Lessee's fault or based on the circumstances connected to the Car use, the Lessee prior to Car return to the Lessor shall be obligated to fulfil all his contractual obligations connected to the Car, including the obligations provided for in clause 4.1. and 4.3. The Lessee is also to cover the Lessor's losses incurred as a result of the circumstances provided for in paragraph of the Contract.

3.6. The Lessee is to comply with insurance regulations established by the insurance company that has insured the Car. Insurance regulations concerned are available on Website and in each Car.

3.7. The Lessee shall be fully responsible for violations of legal acts and damages (losses) caused to the third parties during the Car use. If the Lessee operates the Car improperly or violates the present Contract in any other manner resulting in Lessor's losses (for example, payment of taxes and penalties to state institutions or the third persons, etc.), the Lessee is to cover the Lessor's losses concerned.

3.8. Upon the Lessor's demand the Lessee is to pay the Lessor a fine in amount of Litas 100 for any failure or breach of his contractual obligations unless the Contract and Regulations provides the other liability for the appropriate violations.

3.9. If there are no any other terms provided for in the Contract, the Lessee is to pay the forfeit (fines and penalties), as well as damages (losses), compensations and other amounts not later than within 10 days from the appropriate demand.

3.10. The Lessee is to pay penalties in amount of 0.05% of the amount due payable for each day of delay in settlement.

3.11. If the Lessor cannot guarantee the Lessee the Car booked (i.e, at the Rental point there is no car the Lessee has booked or there is no another vehicle or it is defective or unfit) provided that the Lessee has informed the Lessor by phone about this, the Lessor shall cover the Lessee's taxi expenses to be agreed by phone for trips around the city to the place where the Rental point is located (these expenses shall be covered based on the appropriate Lessee's invoice) or the Lessor not later than within half an hour is to provide the Lessee with another car.

3.12. The Lessor is responsible for fulfilment of its Contractual obligations and shall cover the Lessee's direct losses incurred because of improper fulfilment of the Lessor's obligations. The Lessor is not liable for actions or inaction of municipal institutions or the third persons at car parking and parking lots. The Lessor is not liable for Lessee's losses incurred or may incur as a result of the Car inefficient use, or for any losses incurred due to the fact that the Car has not met the Lessee's expectations. In any case the Lessor shall not be responsible for Lessee's any indirect losses. Losses to be covered upon the Contract shall not exceed the amount to be paid by the appropriate insurance company that has insured its civil liability.

4. Settlement Procedure

4.1. During the period of Car reservation the Lessee is to pay the Lessor an hourly fee (hereinafter referred to as the Rent) in accordance with the Pricelist valid during the period of reservation.

4.2. The Rent amount is calculated based on the reservation period or actual amount of hours of the Car use depending on which period is longer. The Rent is calculated by multiplying hourly rental rates indicated in the Pricelist by the time of reservation /car use. The car can be reserved for the period, calculated in full hours. The minimum term of Car reservation is 1 hour, maximum - 1 week. The time of Car use is rounded up to the full hour upwards.

4.3. For every kilometre covered the Lessee shall pay the Lessor the appropriate Service fee (hereinafter referred to as Service Fee) in accordance with the Pricelist valid on the moment of the Car reservation. Service Fee is calculated by multiplying the number of kilometres the Car covered by the price of one kilometre indicated in the Pricelist. The distance covered shall be rounded up to the full kilometre upwards.

4.4. The Lessee is obligated to effect settlements upon this Contract for previous month before the 10th day of the current month, except for cases specified in clauses 4.5 - 4.6. Payments due are calculated based on readings of the Electronic System and the Car System. The Lessor shall provide the Lessee with the appropriate invoice issued based on data provided by the Electronic System and the Car System. The Lessor, on the basis of Electronic System and the Car System consists of the data data obtained up and provide for Lessee VAT invoice. For Renters-individuals, a VAT invoice for the Day package or other packages that are subject to advanced payment, VAT invoice will be sent only if a Renter reserving a Vehicle through Electronic system ticks a checkbox wishing to receive a VAT invoice. The Lessee having received the invoice mentioned is to check information contained in the invoice within 3 (three) weekdays and notify the Lessor in writing about any discrepancies detected. Any claims connected to information contained in the invoice mentioned are to be submitted by the Lessee within 5 (five) weekdays from the day of receipt of the invoice. If the Lessee has failed to submit the claim within the period specified it shall be considered that the Lessee has accepted the invoice concerned.

4.5. The Pricelist may include the Car Rental Packages for various periods. The Package price includes the Rent for particular period of time and Service Fee for amount of kilometres indicated in the Pricelist. If the Lessee exceeds the number of hours or kilometres included in the Package price, the Lessee shall pay the Rent and Service Fee for each exceeding hour and /or kilometre according to the procedure provided for in clauses 4.1. - 4.4. hereunder. Different settlement terms are applicable to different Package types, specified in the Pricelist.

4.6. If the Lessee fails to pay the Rent and Service Fee on time and delays payments, the Lessor shall have the right to require to pay the Rent and Service Fee in advance, i.e. at the moment of the Car reservation.

4.7. The Lessor provides the Lessee with the credit up to Litas 500 - the largest amount allowed for Lessee's unpaid invoices and debts. If the Lessee's unpaid amount due upon this Contract reaches the credit limit, the Lessor shall have the right to require to pay for services rendered and the Car use prior to the term specified in clause 4.4. If the Lessee fails to effect settlements within the period agreed, the Lessor shall have the right to cancel all Car reservations and block the Lessee's access to the Electronic System until the moment the Lessee pays all the amounts due.

4.8. If a Renter does not extend Vehicle booking period as per rules of Services agreement and is late to return the Vehicle, for each late Vehicle return hour a charge is added of a Rental fee for each hour of delay as shown in pricelist also Service fee is added for each driven kilometre (if late, conditions in the Pricelist for free kilometres included in rental term does not apply). Vehicle late return time is rounded to hour and is rounded to higher value.

4.9. The Lessor has the right to unilaterally changes to be made in the Pricelist, placing this information on the website 10 days prior, providing the Lessee with the appropriate notice sent by email.

5. Contract Validity and Expiration

5.1. This Contract comes into force on the moment of its signing and shall be valid for unlimited period of time.

5.2. Either Party has the right to unilateral termination of the Contract without applying to court, providing the other Party with the appropriate written notice 30 days prior.

5.3. The Lessor has the right to suspend the Contract fulfilment, and block the Lessee's access to the Electronic System provided that the Lessee has failed to meet conditions contained in the Contract and the Regulations on Service Provision.

5.4. The Lessor has the right to unilateral termination of the Contract without applying to court upon the appropriate written notice provided to the Lessee 5 (five) days prior provided that the Lessee has committed essential breaches of the Contract as follows: delay in payment of invoices for more than 20 calendar days; repeated non-fulfilment of any contractual obligation or its improper fulfilment; the Lessee uses a Car violating provisions contained in the Regulations on Service Provision or deliberately takes dishonest actions having a negative impact on the Car /Car System.

6. General Provisions

6.1. The Parties hereto agree that the Lessor has the right to unilaterally transfer to the third persons, connected to the Lessor, all his rights and obligations arising out of the present Contract upon the appropriate written notice provided to the Lessee.

6.2. The Parties hereto agree that the signed and scanned Contract, signed by e-signature or confirmed in the Electronic System, sent to the email address specified in the Contract shall be considered as being of equal legal force as a signed paper copy of the Contract.

6.3. All disputes and disagreements between the Parties shall be settled in court of the Republic of Lithuania at Lessor's headquarters location.

6.4. Material Law of the Republic of Lithuania shall be applicable to conclusion, fulfilment, expiration and interpretation of the Contract and disagreements settlement.

The Lessee:

- I confirm that I have read the Contract and the Regulations on Service Provision, conditions contained in the aforementioned documents have been explained to me prior to the Contract signing, I accept these conditions; I have received the Contract copy; all the Contract conditions have been agreed separately.
- I am aware of sequences connected to delay in obligations fulfilment, including, but not limited to forfeits, backgrounds and procedure of the Contract termination and covering of losses.
- I confirm that I am aware of possible risks connected to the use of electronic channels.
- By signing this Contract I provide the Lessor with my consent to use my personal data for the purposes of administration and implementation of the Contract.
- I confirm that I have been informed about the right to disagree with the use of my personal information for the direct marketing purposes, as well as about my other rights, connected to the use of personal data. Herewith I confirm that all the Users specified in the Contract and all the Users entered the Electronic System by the Lessee, have expressed (shall express) their consent that their personal data would be used for the purpose of the Contract fulfilment.

- I confirm that I am aware of the rules of car insurance and non-insurance events set forth therein, as well as of cases when the insurance company has the right to refuse to pay the insurance benefit or reduce it, I know that the unconditional franchise deductible is Litas 500.
- I declare that I am aware that based on the rules of car insurance in case of delay in notifying the insurer about the car damages or in case the accident has not been reported to the Police or any other institution provided for in the insurer's rules, in case the car was stolen (except for robbery), damaged or destroyed when its windows, sunroof, trunk or rear cover were left open; the insurer has the right of regress in regard with the Car User.
- I confirm that I am aware of the Car System operation principles and data collected and transmitted by it as well as the data types and I agree that the data concerned could be used for the purpose of the Contract fulfilment; I agree to consider accurate and correct the data provided by the Car System and agree that the data concerned should be considered as accurate and correct when calculating the Rent and Service Fee. I also agree that the data mentioned could be used in court as the evidence.
- If the Lessee is a legal person, it is to confirm that all the Car Users are aware and shall be aware of these explanations and have expressed their relevant consents.