

**VECHICLE LEASE AND SERVICES AGREEMENT**

\_\_\_\_\_ 201\_ **[FILLED IN AUTOMATICALLY]**  
Vilnius, the Republic of Lithuania

Parties to the Agreement:

**Lessor:**

UAB Ride Share

Legal entity's code: 304136890

VAT payer's code: LT100009823012

Registered office: A. Tumėno St. 4, Vilnius

Data on the company is collected and kept by the Register of Legal Entities of the Republic of Lithuania

Represented by the director Nerijus Dagilis, acting under the articles of association of the company

Phone No: 8 700 77275

E-mail: info@espark.lt

**Lessee: [FILLED UP AUTOMATICALLY]**

Name:

Surname:

Personal code:

Citizenship:

Residence address:

Mobile phone No:

E-mail:



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## 1. DEFINITIONS

- 1.1. **Lessee** – a party to this Agreement, indicated as the “Lessee”. Each time when the Lessee registers with the Mobile Application and begins to use the Vehicle, he unconditionally confirms by the respective action that he has the right to use the Vehicle under the conditions indicated in the Agreement and the Rules.
- 1.2. **Lessor** – a party to this Agreement, indicated hereto as the “Lessor”.
- 1.3. **Parties** – collectively the Lessor and the Lessee; each of them separately as the **Party**, when avoiding distinguishing one of them.
- 1.4. **Agreement** – this Vehicle lease and services agreement, concluded between the Lessor and the Lessee, containing the conditions of this Agreement and the Rules.
- 1.5. **Rules** – rules regarding lease and provision of services, which are confirmed by the Lessee by concluding this Agreement and which are an inseparable part of the Agreement.
- 1.6. **Vehicle Use Period** – period of time from the unlocking of the Vehicle by the Lessee selecting command “Unlock” on the screen of smartphone by using the Mobile Application of the Lessor, until returning the Vehicle to the location specified in the Rules and selecting command “Finish trip” on the screen of a smartphone by using the Mobile Application of the Lessor.
- 1.7. **Vehicle System** – an electronic system installed in the Vehicle, recording and delivering to the Lessor the location of the Vehicle, distance covered by the Vehicle, Vehicle Use Period, as well as other data in relation to the Vehicle and its use.
- 1.8. **Vehicle** – an electrically propelled vehicle which is provided by the Lessor to the Lessee for temporary possession and use in accordance with the procedure and terms indicated in the Agreement.
- 1.9. **List of Penalties** - list of penalties for improper performance or failure to perform the Agreement (including, but not limited to the Rules) indicated in Schedule 1 to the Agreement.
- 1.10. **Price List** – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Website and the Mobile Application.
- 1.11. **Mobile Application** – Vehicle search, reservation, use, payment and other services system owned by the Lessor, which is managed by a smartphone. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- 1.12. **Services** – Vehicle maintenance (major and current repairs, technical service) services, compulsory insurance against civil liability for the vehicle’s holder and vehicle insurance (KASKO), all materials necessary for the exploitation of the Vehicle (e.g. electricity, windscreen washing fluid).
- 1.13. **Charging Station** – Vehicle electric charger, located at places indicated in the Mobile Application, where the Lessee may take and/or leave the Vehicle. The list of Charging Stations is also provided in the Website.
- 1.14. **Website** – website of the Lessor under the address – [www.espark.lt](http://www.espark.lt).

## 2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. Under this Agreement, the Lessor while providing Services undertakes to provide the Lessee with the lease right to temporarily possess and use the Vehicle and the Lessee



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- undertakes to use the Vehicle in accordance with the terms and conditions indicated in the Agreement, as well as to pay the lease and Services fee.
- 2.2. Upon concluding this Agreement, the Lessor confirms the login to the Mobile Application for the Lessee. The Lessee shall protect selected login and passwords' data of the Mobile Application and shall immediately inform the Lessor if such are lost. The Lessee shall be responsible for security of such data.
  - 2.3. Vehicle reservation management procedure, Vehicle use procedure, Vehicle inspection conditions, Vehicle defects and incompatibilities conditions and other conditions related to the lease of the Vehicle and the Services are provided in the rules for lease and provision of services (i.e. the Rules), which are an inseparable part of this Agreement and are published in the Mobile Application and the Website. The Lessor is entitled to unilaterally amend the Rules providing a prior 10 (ten) calendar day notice in the Mobile Application and/or the Website and notifying the Lessee by e-mail or using the Mobile Application.
  - 2.4. After concluding the Agreement, the Lessee is entitled to perform operations in relation to reservation of the Vehicle through electronic feeds by using the Mobile Application. This Agreement shall be considered as a unilaterally irrevocable arrangement between the Lessor and the Lessee evidencing that the Lessee's instructions performed by using the Mobile Application shall have the same mandatory legal effect as the signature on written documents and shall be a permissible evidence in the court or any other disputes settling institution.
  - 2.5. Every Vehicle has a Vehicle ignition key, Vehicle registration certificate, roadworthiness scorecard (report), agreement on compulsory insurance against civil liability for the vehicle's holder and insurance rules.
  - 2.6. Before starting to use the Vehicle, the Lessee must inspect the Vehicle, check if there are no externally visible irregularities or absence of attachments of the Vehicle indicated in Section 2.5, and if such are determined, shall inform the Lessor under the procedure determined in the Rules. Otherwise, it shall be considered that all the irregularities occurred during the period of the Lessee using the Vehicle and the Lessee shall be held liable for such irregularities.
  - 2.7. After using the Vehicle, the Lessee shall return the Vehicle to the location indicated in the Rules and in such condition in which the Lessee received the Vehicle, subject to its ordinary tear and wear.

### **3. VEHICLE EXPLOITATION CONDITIONS**

- 3.1. The Lessee shall use the Vehicle as a prudent and diligent owner, and shall use it only for its intended purpose without contradicting the requirements of the Rules.
- 3.2. The Lessee shall comply with the Vehicle exploitation requirements, instructions and recommendations of the Vehicle's producer, Road Traffic Rules determined by legal acts and requirements of other applicable legal acts. The Lessee also undertakes to comply with the Vehicle exploitation requirements which, even though are not mentioned above, are considered ordinary for the use of such assets.
- 3.3. The Lessee shall immediately inform the Lessor and the respective state authorities (e.g. police, fire department etc.) in case the Vehicle is destroyed, damaged or breaks



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down, as well as if circumstances occur, that hinder the possession and use of the Vehicle and/or ensuring of ordinary exploitation conditions.

- 3.4. Without prior written consent of the Lessor, the Lessee is not entitled to sublease the Vehicle, transfer its rights and obligations under the Agreement or transfer the Vehicle and permit/set up conditions for other person to use the Vehicle.

#### **4. LIABILITY**

- 4.1. The Lessee is fully liable for the Vehicle during the whole Vehicle Use Period. Also, during the Vehicle Use Period the Lessee shall assume the liability of hazardous source manager.
- 4.2. The Lessee is not liable for the damages of the Vehicle, that arose during the exploitation period and which are the consequence of a former exploitation or ordinary tear and wear of the Vehicle, provided that the Lessee immediately informed the Lessor by the phone and carried out instructions provided by the Lessor.
- 4.3. In case during the Vehicle Use Period the Vehicle is damaged or lost (including, but not limited to confiscation of the Vehicle), attachments of the Vehicle are lost or damaged (e.g. the ignition key), the Lessee shall pay the Lessor a penalty provide in the List of Penalties and compensate all the damages and losses to the Lessor, that exceed the amount of the penalty and if they are not compensated by the insurance company that insured the Vehicle. In this case, the reasons why the insurance company does not compensate the losses do not have any influence (unconditional deduction, non-insured event, etc.).
- 4.4. In case after the use of the Vehicle it is dirtier than after the ordinary exploitation (both interior and exterior), the Lessee shall reimburse the costs of the Vehicle washing and interior cleaning.
- 4.5. In case due to the fault of the Lessee, while using the Vehicle, or due to circumstances that occurred because of such use of the Vehicle, the Vehicle is confiscated, detained, or any other rights to the Vehicle are lost or restricted, the Lessee must perform all other conditions of the Agreement related to such Vehicle, until the Vehicle is returned to the Lessor. The Lessee also must compensate all the losses of the Lessor that were incurred due to occurrence of the circumstances indicated in this Section of the Agreement.
- 4.6. The Lessee shall perform the requirements of the insurance rules determined by the insurance company that insured the Vehicle. The insurance rules shall be present in every Vehicle.
- 4.7. The Lessee assumes full liability for breach of legal acts and damage caused to third persons during the Vehicle Use Period. In case the Lessee exploits the Vehicle improperly or breaches this Agreement in any other way, which shall result in the Lessor incurring losses (e.g. charges or penalties to state institutions or third persons, etc.) the Lessee shall reimburse such losses to the Lessor.
- 4.8. Upon the request of the Lessor, the Lessee shall pay the Lessor a penalty equal to EUR 30 (thirty euros) for non-performance or breach of any undertaking determined in the Agreement or the Rules, provided that the List of Penalties or other provisions of the Agreement or the Rules do not determine any different liability for the respective breach.
- 4.9. In case the Agreement does not determine any other time periods, the Lessee shall pay the liquidated damages (fines and default interest) and other losses, compensations and



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- other amounts to the Lessor no later than within 10 (ten) calendar days since the receipt of a demand.
- 4.10. For every day of delay to settle with the Lessor, the Lessee shall pay the Lessor an interest of 0.02 % (two hundredths) of the overdue amount.
  - 4.11. In case the Lessee fails to properly perform the Agreement and/or provides incorrect representations and/or warranties, alongside other losses, the Lessee must reimburse the losses of the Lessor incurred due to debt recovery or other actions related to securing the performance of the provisions of the Agreement, including, but not limited to the costs of legal fees and/or debt recovery costs.
  - 4.12. In case the Lessor fails to ensure the lease of the Vehicle which was reserved by the Lessee (i.e. the reserved Vehicle or other Vehicle during the time of the reservation by the Lessee is not present at the location chosen by the Lessee or the Vehicle is technically unfit and unavailable to exploit) and such circumstances become known before the start of the Vehicle lease, unless the Parties agree otherwise, the Lessor shall return to the Lessee the Vehicle reservation payment and lease fee paid by the Lessee in advance for the respective reservation and ride.
  - 4.13. In case the Vehicle breaks down and cannot be exploited further after the Lessee has already started using the Vehicle and unless the Parties agree otherwise, the Lessor shall return to the Lessee the whole lease fee paid by the Lessee for the respective ride and pay the penalty equal to 10 (ten) percent of the returnable amount.
  - 4.14. The Lessor is liable for performance of undertakings indicated in the Agreement and must reimburse any direct losses to the Lessee which were incurred due to improper performance of undertakings by the Lessor. The Lessor shall not be held liable for the acts or omissions by local municipality authorities, other users of the Vehicles or other third persons. Also, the Lessor shall not be held liable for losses that the Lessee incurred or may incur due to inefficient use of the Vehicle and losses that have arisen due to the Vehicle failing to meet the Lessee's expectations. In any case, the Lessor shall not be held liable for any indirect losses and the losses which are compensated under the Agreement, are limited to the amount which would be paid by the insurance company that has insured the Lessor's civil liability.
  - 4.15. Under any circumstances, the Lessor is not responsible for the Lessee's items left in the Vehicle.

## 5. TERMS OF PAYMENT

- 5.1. The Lessee pays the lease fee to the Lessor for using the Vehicle (hereinafter – **Lease Fee**) in accordance with the Price List effective at the moment of reservation of the Vehicle.
- 5.2. The Vehicle Use Period shall commence when the Vehicle is unlocked by selecting command “Unlock” on the screen of smartphone by using the Mobile Application of the Lessor, and shall end upon returning the Vehicle to the location specified in the Rules and finishing the lease of the Vehicle by selecting command “Finish trip” on the screen of a smartphone by using the Mobile Application of the Lessor.
- 5.3. The Lessee shall immediately settle under this Agreement by using the payment card registered with the Mobile Application. The Lessee confirms that he has the right to use the payment card that he has registered with the Mobile Application.



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- 5.4. Fees are calculated in accordance with the data in the Mobile Application and the Vehicle System. The Lessor, on the basis of data in the Mobile Application and in the Vehicle System, shall form and provide the Lessee with an invoice. Upon receiving invoices the Lessee must verify if the data provided in the invoices are true and, within 3 (three) business days, inform the Lessor in writing regarding any discrepancies. Any claims related to the information provided in the invoices, the Lessee must submit to the Lessor within 5 (five) business days from the day of receipt of the invoice. In case the Lessor fails to provide any claims within the period indicated above, it shall be considered that the Lessee agrees with the provided invoice. The invoice for using the Vehicle shall be issued to the person who was designated by the Lessee before the beginning of the lease and shall not be amended.
- 5.5. In case the Lessee fails to pay any sums under the Agreement, fails to settle or return the Vehicle to the Location indicated in the Agreement or the Rules, or in case of any other breaches of the Agreement or the Rules, the Lessor is entitled to block the Lessee's access to the Mobile Application and/or block the use of the Vehicle (block the ignition of the Vehicle) until all the Lessee's breaches are rectified.
- 5.6. The Lessor may change the Price List unilaterally and upon announcing it on the Mobile Application and the Website.
- 5.7. When the Lessor has an obligation to return any amounts to the Lessee, unless the Parties agree otherwise, such amounts shall be returned into the same payment card or bank account, from which the payment by the Lessee was made.

## **6. VALIDITY AND TERMINATION OF THE AGREEMENT**

- 6.1. This Agreement comes into force on the moment of its signing and will remain in effect for an indefinite period of time.
- 6.2. Any of the Parties is entitled to unilaterally terminate this Agreement without the recourse to the court by a written notice delivered to the other Party at least 30 (thirty) days prior to the termination.
- 6.3. The Lessor is entitled to immediately stop the performance of the Agreement, cancel the reservations of the Lessee and block the Lessee's access to the Mobile Application if the Lessee does not comply with the provisions of the Agreement and/or the Rules.
- 6.4. The Lessor is entitled to unilaterally terminate this Agreement without the recourse to the court by a written notice delivered to the Lessee at least 5 (five) days prior to the termination if the Lessee breaches the Agreement materially. The following shall be considered as such material breach of the Agreement (including, but not limited to): delay of payment of any amount due for more than 10 (ten) calendar days; repetitive failure to perform or improper performance of any of the obligations of this Agreement; in case the Lessee uses the Vehicle without complying with the Rules or intentionally performs unfair actions that are detrimental or may cause harm to the performance of the Vehicle, its system and/or the Mobile Application.
- 6.5. The Termination of the Agreement does not affect the validity of the provisions of the Agreement regarding dispute settlement procedure and other provisions, provided that such provisions in their essence remain valid after the termination of the Agreement.





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## **7. GENERAL PROVISIONS**

- 7.1. The Parties agree that the Lessor is entitled to unilaterally transfer all the rights and obligations arising out of this Agreement to any third person upon informing the Lessee in the Mobile Application, the Website or by e-mail.
- 7.2. The Parties agree that this Agreement, confirmed in the Mobile Application or the Website, is considered concluded and valid and shall have the same legal effect as a signed paper version of the agreement. The Agreement is considered as concluded from the Lessee registering in the Mobile Application or the Website. The Agreement (including the Rules) is a binding document to both Parties.
- 7.3. In case any provision of this Agreement is held as contradicting the legal acts of the Republic of Lithuania or for any other reason becomes partially or fully invalid, the other provisions of this Agreement will remain in full force and effect.
- 7.4. Any dispute, controversy or claim arising out of or relating to this Agreement, its breach, termination or validity shall be firstly settled by mutual negotiations in accordance with the principles of fairness, reasonableness and justice. If the Parties fail to agree by negotiations within 20 (twenty) days since the receipt of a written suggestion to proceed negotiations or if any of the Parties decides that further negotiations are inexpedient, any dispute, controversy or claim shall be finally settled in the respective court of the Republic of Lithuania at the residence location of the Lessor (contractual jurisdiction).
- 7.5. The conclusion of this Agreement, its performance, expiration, interpretation and dispute settlement are governed by the substantive law of the Republic of Lithuania.
- 7.6. The terms and conditions of this Agreement may be changed by the Lessor unilaterally upon informing the Lessee of any amendments (amended Agreement shall be published in the Mobile Application and in the Website). For this reason, the Lessee is recommended to get familiar with the Agreement before the beginning of every lease of the Vehicle

## **8. LESSEE'S REPRESENTATIONS**

- 8.1. I confirm that the data provided by me to the Lessor, necessary for conclusion of this Agreement, are true, accurate, correct and complete. In case of change of the data in the registration form is, I undertake to immediately update such data. By no circumstances the Lessor shall be liable for damage that occurred to the Lessee and/or third persons due to incorrect and/or incomplete personal data provided by the Lessee or failure to amend and supplement such data after it has changed.
- 8.2. I declare that I am fully acquainted with the Agreement and the Rules, the conditions thereof are clarified before signing of the Agreement and I agree with such conditions; I have received the Agreement; all the conditions of the Agreement have been individually read and discussed.
- 8.3. I have acquainted and agree with the consequences of the late performance of the undertakings, including, but not limited to penalties, grounds of termination of the Agreement, grounds and procedure of compensation of damages.
- 8.4. I declare that I am familiar with potential risks of using electronic feeds.



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- 8.5. By concluding this Agreement, I give the Lessor my consent to process personal data of the Lessee (provided by the Lessee and received by third persons) by automatic or other means for the purpose of administration and performance of the Agreement, also for other purposes for which I have expressed or shall express in the future my consent. Personal data of the Lessee shall be processed for the purpose of direct marketing only after receipt of the consent by the Lessee.
- 8.6. I agree that the Lessor submits my personal data and information to data recipients related to the Lessor (i.e. subsidiaries and parent companies of the Lessor), located and operating in the Republic of Lithuania and/or beyond its territory (both in the European Union member states and other countries), but only for the purpose of proper performance of this Agreement or agreements of the Lessor with respective persons.
- 8.7. I declare that I am informed about an option to object to processing of my personal data for direct marketing purposes, as well as about my other rights related to processing of the personal data.
- 8.8. I confirm that I have familiarised with the Vehicle's insurance rules, the non-insured events and cases when the insurance company has the right to refuse to pay the insurance benefit or reduce such provided therein. I am aware that the Vehicle's unconditional insurance deductible (franchise) is EUR 300,- (three hundred euros), and for a theft risk – 10 (ten) percent, but not less than EUR 300,- (three hundred euros).
- 8.9. I declare that it is known to me that under the Vehicle insurance rules, the insurer upon paying the insurance benefit, shall have a recourse right to the user (responsible person) of the Vehicle.
- 8.10. I confirm that I have familiarised with the principle of the Vehicle System operation, the data collected and transmitted by the latter, as well as types of such data and I do not object that such data would be collected and used for the purposes of performance of this Agreement; I agree to recognise the data provided by the Vehicle System as true and correct and that such data would be used and considered as credible when calculating the Lease Fee. I also agree that such data would be used as evidence in the courts or other dispute settlement institutions.

Lessor:

Lessee:

\_\_\_\_\_  
Position, name, surname, signature of the representative

\_\_\_\_\_  
Name, surname, signature of the Lessee /  
Position, name, surname, signature of the representative of the Lessee





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Schedule No 1

**LIST OF PENALTIES**

	<b>Breach</b>	<b>Penalty amount</b>	<b>Explanation</b>
1	Lost or irreparably damaged battery's charging cable	500 Eur	The battery's charging cable is in the trunk of the Vehicle
2	Lost or irreparably damaged navigation device Garmin	200 Eur	The device must be left in the interior of the Vehicle, in its designated place
3	Lost or damaged ignition key and/or documents of the Vehicle	200 Eur	After termination of the lease, the ignition key and documents of the Vehicle must be left in the Vehicle
4	Smoking in the interior of the Vehicle	200 Eur	Professional cleaning of the interior is required to remove the scent of nicotine
5	Littering in the interior of the Vehicle	30 Eur	After termination of the lease, no litter, food, liquids and other items may be left in the interior of the Vehicle
6	The interior of the Vehicle and/or its parts are damaged	Full coverage of all cleaning and repairment costs	Reconstruction of the interior might require professional cleaning, repair and original parts
7	During the lease period the Road Traffic Rules and/or other legal acts are breached when the notice of such breach shall be received after the termination of the lease	30 Eur	The penalty is used to cover administrative costs of the Lessor; the Lessee must pay separately the penalties imposed by the third persons for performed breaches
8	The Vehicle is passed to drive to a third person	500 Eur	Only the Lessee has the right to drive the Vehicle
9	Failure or delay to inform regarding the traffic accident	500 Eur	In case of the traffic accident the Lessee must inform immediately the police and other authorities (if necessary) as well as the Lessor
10	The Vehicle is damaged or destroyed in a traffic accident due to the fault of the Lessee	100 Eur	The Vehicles are essential for the Lessor's activity, therefore must be protected
11	The Vehicle is left not in the Charging Station of the Lessor, in the territory of Vilnius city, with the electric battery charging level which is sufficient to ride less than 10 km	70 Eur	The Vehicle must be transported to the nearest Charging Station of the Lessor in Vilnius city
12	The Vehicle is left out not in the Charging Station of the Lessor, outside the territory of Vilnius city, with the electric battery charging level which is sufficient to ride less than 10 km	70 Eur + covering the Vehicle's transportation costs	The Vehicle must be transported to the nearest Charging Station of the Lessor in Vilnius city
13	Damaging or destroying the Charging Station	500 Eur	Charging Stations must be used in accordance with the instructions
14	Driving the Vehicle under the influence of alcoholic, narcotic or psychotropic materials	1000 Eur	It is forbidden to drive under the influence



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Approved on 5<sup>th</sup> of April 2016 by the order of the director of UAB Ride Share

## UAB RIDE SHARE RULES FOR LEASE AND PROVISION OF SERVICES

### 1. SUBJECT MATTER OF THE RULES

- 1.1. These rules regarding lease and provision of services (hereinafter – **Rules**) establish:
  - 1.1.1. Vehicle reservation management procedure;
  - 1.1.2. Vehicle use procedure;
  - 1.1.3. Requirements for persons using Vehicles and undertakings of the Lessee regarding the aforementioned;
  - 1.1.4. Vehicle inspection conditions;
  - 1.1.5. Other conditions related to the use of Vehicle.
- 1.2. These Rules indicate only the necessary information regarding the reservation and use of the Vehicle. While reserving and using the Vehicle, the Lessee must act in accordance with the criteria of reasonableness and fairness and must assure that the actions related to the reservation of the Vehicle are performed and the Vehicle is used as they should be performed and it should be used by a diligent Vehicle owner or other prudent and attentive person.
- 1.3. Regarding any issues in relation to the Agreement, these Rules or the use of the Vehicle the Lessee may contact the representatives of the Lessor by: phone 8 700 77275 or e-mail [info@spark.lt](mailto:info@spark.lt).

### 2. DEFINITIONS

- 2.1. **Lessor** – UAB Ride Share, legal entity's code 304136890, VAT payer's code LT100009823012, registered office at A. Tumėno St. 4, Vilnius, the Republic of Lithuania, data on which is collected and kept in the Register of Legal Entities of the Republic of Lithuania.
- 2.2. **Lessee** – legally capable natural person indicated in the Agreement, possessing valid category B driving licence. The Lessee hereinafter may be also referred to as the **User**. Each time when the Lessee registers with the Mobile Application and begins to use the Vehicle, he unconditionally confirms by the respective action that he has the right to use the Vehicle under the conditions indicated in the Agreement and the Rules.
- 2.3. **Parties** – collectively the Lessor and the Lessee; each of them separately as the **Party**, when avoiding distinguishing one of them.
- 2.4. **Agreement** – Vehicle lease and services agreement, concluded between the Lessor and the Lessee, containing the conditions of the Agreement and these Rules.
- 2.5. **Vehicle** – an electrically propelled vehicle which is provided by the Lessor to the Lessee for temporary possession and use in accordance with the procedure and terms indicated in the Agreement.
- 2.6. **Vehicle System** – an electronic system installed in the Vehicle, recording and delivering to the Lessor the location of the Vehicle, distance covered by the Vehicle, Vehicle usage time, as well as other data in relation to the Vehicle and its use.



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- 2.7. **List of Penalties** – list of penalties for improper performance or failure to perform the Agreement (including, but not limited to the Rules) indicated in the Agreement.
- 2.8. **Business Hours** – business hours of the Lessor, i.e. time period from 9 AM to 5 PM Lithuanian time from Monday to Friday, except for the public holidays, provided in the legal acts of the Republic of Lithuania, as well as other exceptions indicated in the legal acts.
- 2.9. **Charging Station** – Vehicle electric charger, located at places indicated in the Mobile Application, where the Lessee may take and/or leave the Vehicle. The list of Charging Stations is also provided in the Website.
- 2.10. **Price List** – fees for the Vehicle lease and Services, as well as other fees, all of which are provided in the Website and the Mobile Application.
- 2.11. **Mobile Application** – Vehicle search, reservation, use, payment and other services system owned by the Lessor, which is managed by a smartphone. The Mobile Application may be downloaded free of charge from the App Store or Google Play platforms.
- 2.12. **Services** – Vehicle maintenance (major and current repairs, technical service) services, compulsory insurance against civil liability for the vehicle's holder and vehicle insurance (KASKO), all materials necessary for the exploitation of the Vehicle (e.g. electricity, windscreen washing fluid).
- 2.13. **Website** – website of the Lessor under the address – [www.espark.lt](http://www.espark.lt).

### 3. USE OF THE MOBILE APPLICATION

- 3.1. By signing the Agreement, the Lessee shall provide his e-mail address which shall be considered as the Lessee's identification code.
- 3.2. Upon Lessee's first registration with the Website or the Mobile Application, he shall create a password which shall be used for further logins to the Website or the Mobile Application.
- 3.3. Login to the Website or the Mobile Application data is provided only to the respective natural person, therefore the Lessee must preserve such data and must not disclose it to anyone.
- 3.4. The Lessee must immediately inform the Lessor in case the Lessee loses the login data and/or such data becomes known to third persons. After the receipt of such notice, the Lessor shall immediately, but not later than within 8 (eight) Business Hours, provide the Lessee with a new login data.
- 3.5. Losses that occurred after submitting the notice indicated in Section 3.4 to the Lessor and after the end of the period for issuing the new login data indicated in Section 3.4, shall be covered by the Lessor, except when such losses occurred due to dishonest actions of the Lessee. If the losses occurred due to use of the login data before the end of time period indicated in Section 3.4, it shall be considered that such losses occurred due to gross negligence of the Lessee unless it proves otherwise and the Lessee shall compensate such losses.
- 3.6. The Lessee shall ensure the compliance with all reasonable security measures, including, but not limited to anti-virus programs while using computer hardware, software or any other equipment, while connecting to the Website and/or the Mobile Application, and shall be liable for all the consequences which arise due to insufficient security of the Lessee's computer or other systems.



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- 3.7. In case the security of software and/or data, which are necessary to use the Mobile Application, is violated, the Lessor, in accordance with the request of the Lessee, shall provide the Lessee with a new password which shall be immediately changed by the Lessee.

#### 4. RESERVATION MANAGEMENT PROCEDURE

- 4.1. The reservation shall be performed by the Mobile Application. Advance reservation is available before 15-45 (depending on the selected reservation period) minutes until the beginning of intended Vehicle use. To perform the reservation, the following actions must be executed:
  - 4.1.1. Login to the Mobile Application;
  - 4.1.2. Select the desired Vehicle;
  - 4.1.3. Confirm reservation of the Vehicle.
- 4.2. Confirmation of the reservation shall be generated on the display of the Lessee's smartphone.
- 4.3. In case the Lessee does not start using the Vehicle during 15-45 (depending on the selected reservation period) minutes since the moment of confirmation of reservation, the reservation of the Vehicle shall be automatically cancelled.
- 4.4. Time period for using the Vehicle, for which the Lessee shall pay the Lease and Services fees, shall be calculated from the unlocking of the Vehicle reserved by the Lessee and is accounted in accordance with the procedure and terms indicated in the Price List until the termination of the lease of the Vehicle by using the Mobile Application and leaving the Vehicle at the location indicated in Sections 5.3.5 and 5.3.6 of these Rules.

#### 5. VEHICLE USE PROCEDURE

- 5.1. Vehicle use Instruction:
  - 5.1.1. The reserved Vehicle shall be unlocked upon selecting by the Lessee command "Unlock" on the screen of the smartphone, by using the Mobile Application of the Lessor;
  - 5.1.2. Each time, before starting to use the Vehicle, the Lessee must inspect the Vehicle (both inside and outside), check if the tyres of the Vehicle are properly inflated, if the Vehicle's electric battery's power level is sufficient to ride 10 km (ten kilometres) or more, also check if there are no externally visible damage, defects and/or incompatibilities of the Vehicle or its equipment, and if such are found, immediately, before using the Vehicle, the Lessee must inform the Lessor by phone 8 700 77275 or select the respective command on the screen of the smartphone, by using the Mobile Application of the Lessor;
  - 5.1.3. Inside the Vehicle the Lessee shall find an ignition key, a use instruction and Vehicle and insurance documentation. The Lessee shall check if all the documents indicated in the instruction, attachments and accessories of the Vehicle are present. If any of the aforementioned are missing or damaged, defected and/or have incompatibilities, the Lessee shall immediately, before using the Vehicle, inform the Lessor by phone 8 700 77275 or select the



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- respective command on the screen of the smartphone, by using the Mobile Application of the Lessor;
- 5.1.4. The Vehicle must be started up and it should be driven in the manner provided in the instruction, indicated in Section 5.1.3 of these Rules;
  - 5.1.5. In case of temporary stopping, the Vehicle shall be locked and un-locked with the ignition key;
  - 5.1.6. After using the Vehicle, the Lessee must return the Vehicle into the parking zone or Charging Station, indicated in the Mobile Application, put the ignition key into the glove compartment, check if the Lessee did not leave any of his belongings and to make sure that he left in the Vehicle all the documents, attachments and accessories of the Vehicle, which are listed in the instruction found in the Vehicle;
  - 5.1.7. After arrival to the location indicated in Section 5.1.6 of these Rules and getting out of the Vehicle, the Lessee shall select the command “Finish trip” on the Mobile Application of the Lessor. The Lessee shall ensure that after he has left the Vehicle, the Vehicle is locked, all windows and sunroof are closed, the handbrake is pulled, and the Vehicle is parked in accordance with the Road Traffic Rules, other legal acts and security requirements.
- 5.2. Charging of the Vehicle’s battery:
- 5.2.1. The Lessee shall leave the Vehicle on charging mode at the nearest Charging Station, provided that the Vehicle’s battery charging level is sufficient to drive less than 10 km (ten kilometres).
- 5.3. Other terms for using the Vehicle:
- 5.3.1. The Lessee must ensure that the Vehicles are used for their intended purpose in accordance with the terms of the Agreement, producer’s recommendations and instructions for use, also in compliance with the Road Traffic Rules and requirements of other legal acts;
  - 5.3.2. The Lessee is not entitled to use the Vehicle for racing, other sports or other purposes of competitive nature, as well as to use the Vehicle as a training vehicle, or in permanent increased load mode (carriage of heavy cargo etc.), for other purposes for which the Vehicle is not suited and to use the Vehicle to carry out activities that are prohibited under the legal acts of the Republic of Lithuania;
  - 5.3.3. The Lessee must ensure that there shall be no smoking inside the Vehicle and if any animals are to be carried in the Vehicle, such animals must be carried in a specially suited boxes, making sure that the Vehicle does not get dirty;
  - 5.3.4. The Lessee must ensure that even if the Vehicle is parked only for a short period of time, the lights and player shall be turned off, the windows and sunroof shall be closed and all the locks shall be locked up;
  - 5.3.5. After completion of the lease, the Lessee shall park the Vehicle at any paid or free of charge parking space indicated in the scheme of Vilnius city’s local charge for vehicle parking zones (blue, red, yellow or green zone), as provided in the Mobile Application, or in the parking lot marked “Reserved SPARK” by the Lessor, or at the Charging Station;
  - 5.3.6. The Lessee shall ensure that after completion of the lease, the Vehicle shall not be parked in private parking lots, yards and parking lots reserved for third party vehicles. The Lessee shall ensure that the Vehicle shall not be left in such places, where vehicle parking is forbidden by road signs and/or road markings.



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The Lessee is not entitled to leave the Vehicle in the zones where signs “Forbidden to Stop”, “Forbidden to Park” and “Reserved Parking Space” are valid, also to breach the Road Traffic Rules in any other way. The Lessee shall be held liable for breaches of the Road Traffic Rules and/or other legal acts, for leaving the Vehicle at an improper place;

- 5.3.7. Any actions or attempts to scan the Vehicle’s system data, copy, change or remove such are strictly forbidden;
- 5.3.8. It is forbidden to drive the Vehicle out of the territory of the Republic of Lithuania.

## 6. TERMS FOR THE END OF USE OF THE VEHICLE

- 6.1. The Lessee must return the Vehicle in the condition which is not worse than the one when the Lessee received the Vehicle, subject to its ordinary tear and wear. In determining whether the Vehicle’s suffered tear and wear is ordinary, the Parties shall refer to the guide prepared by the Lithuanian Autoentrepreneurs Association of 1 March 2010 which is published in the latter association’s website: [http://www.laa.lt/uploads/Atmintine\\_2010\\_03\\_01.pdf](http://www.laa.lt/uploads/Atmintine_2010_03_01.pdf), (this guide shall be an inseparable part of the Agreement), also the requirements set by state technical inspection rules. Alongside other damage, ordinary tear and wear shall not be considered:
  - 6.1.1. Parts being broken, deformed and otherwise damaged by mechanic or thermal means;
  - 6.1.2. Devices and equipment being out of order;
  - 6.1.3. Bodywork dents, paint layer cracks and vivid (paint layer damaged to the primer) scratches;
  - 6.1.4. Paint layer depreciation as a consequence of intense washing and/or cleaning of the Vehicle;
  - 6.1.5. Repair performed in poor quality and/or defects arising out of such poor quality repair;
  - 6.1.6. Bodywork windshields’ cracks;
  - 6.1.7. Bodywork windshields’ scratches, originating from messy use and/or cleaning of the Vehicle;
  - 6.1.8. Interior damage such as burnt or stained seats, broken plastic front panel parts, trunk hood, windows’ opening handles, etc.;
  - 6.1.9. Damaged geometry of bodywork.
- 6.2. If the Lessee, after completion of the Vehicle lease or by demand of the Lessor, in the case provided in Section 6.3 of these Rules, does not return the Vehicle in a proper manner, the Lessor shall at all times report to the police a Vehicle theft, also having the right to block the ignition of the Vehicle.
- 6.3. The Lessor is entitled to demand for return of the Vehicle at any time, in case the Lessee uses the Vehicle longer than 30 (thirty) days or uses the Vehicle dangerously and/or illegally and/or breaches these Rules and/or the Agreement. In such case, the Lessee shall return the Vehicle to the Lessor, bringing the Vehicle to any location indicated in Sections 5.3.5 or 5.3.6 of these Rules, no later than within 3 (three) hours since the moment of receipt of a demand from the Lessor (using the Mobile Application or by any other means permitted by the legal acts). In case the Lessee fails to return the





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Vehicle to the Lessor on time, the Lessor is entitled to block the control of the Vehicle and take back the Vehicle.

- 6.4. The invoice for using the Vehicle shall be issued to the person who has been designated by the Lessee before the beginning of lease and is cannot be amended.

## 7. FAILURES AND DAMAGES OF THE VEHICLE

- 7.1. In case the Vehicle breaks down, warning signals appear on the dashboard, suspicious side sounds may be heard and/or there is no possibility to continue exploiting the Vehicle safely, the Lessee must immediately cease using the Vehicle, inform the Lessor by phone regarding the aforementioned and perform further instructions given by the Lessor.
- 7.2. In case the Vehicle is damaged due to a traffic accident or due to presence of any other circumstances, the Lessee shall immediately inform the Lessor and respective authorities (police, fire department, etc.), fill the traffic accident declaration and perform other necessary actions in order to avoid or mitigate imminent damage to the Vehicle and/or people and property.
- 7.3. The Lessee must ensure that the Vehicle is no longer used in case it is broken and such further use may lead to greater damage, increase losses or pose a threat to road safety.

## 8. REQUIREMENTS FOR PERSON'S USING THE VEHICLES AND RELATED UNDERTAKINGS OF THE LESSEE

- 8.1. The Lessee, driving the Vehicle, must possess valid category B driver's licence, must be sober and not under the influence of narcotic, psychotropic or other psychoactive substances. It is also prohibited to pass the Vehicle to drive to other persons.
- 8.2. The Lessee must comply with the Road Traffic Rules and any other requirements of legal acts while using the Vehicle.

## 9. LIABILITY OF THE LESSEE

- 9.1. Since the beginning of use of the Vehicle (Section 5.1.1 of the Rules) until the end (Section 5.1.7 of the Rules), the Lessee shall be fully liable for the Vehicle and he shall assume the risk and liability of hazardous source manager.
- 9.2. In any case, application of penalties determined in the Agreement and/or the Rules does not release the Lessee from the obligation to perform undertakings indicated in the Agreement and/or the Rules.
- 9.3. Failure to execute the rights provided in the Agreement and/or the Rules by the Lessee shall not constitute a waiver of such rights and partial execution of such rights shall not preclude further execution of such rights.
- 9.4. In case the Lessee fails to inform the Lessor about the damage, defects and/or other incompatibilities of the Vehicle, its equipment and/or documentation until the actual use of the Vehicle, the Lessee shall be liable for all the latter unveiled damages, incompatibilities and defects of the aforementioned.
- 9.5. In case the Lessee breaches the Road Traffic Rules and/or other legal acts which results in additional actions being performed by the Lessor (e.g. forwarding police notices,





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etc.), the Lessee shall pay the penalty set forth in the List of Penalties, as well as reimburse all the losses of the Lessor incurred due to such breach.

- 9.6. In case the Lessee breaches the Rules/Agreement, penalties determined in the List of Penalties and in the Agreement shall be applied. The Lessee acknowledges that such penalty is modest and reasonable and agrees that it should not be reduced because upon agreement of the Parties, such penalty is considered as minimal and needless of proof losses of the Lessor, incurred due to the activities of the Lessee that breached the Rules/Agreement.

## 10. DEFECTS AND INCOMPATIBILITIES OF THE VEHICLE AND RELATED LIABILITY OF THE LESSOR

- 10.1. The Lessor shall ensure that the Vehicle is in the working order and prepared for exploitation.
- 10.2. Vehicle defects that do not have and shall not have any influence in the near future to the road safety as well as the defects that are not the consequence of an improper technical maintenance of the Vehicle by the Lessor, shall not be considered as defects.
- 10.3. The Lessor is liable for the performance of undertakings indicated in the Agreement and must reimburse any direct losses of the Lessee which were incurred due to improper performance of undertakings by the Lessor. The Lessor shall not be held liable for acts or omissions by local authorities or other third persons. Also, the Lessor shall not be held liable for losses that the Lessee incurred or may incur due to inefficient use of the Vehicle and losses that have arisen due to the Vehicle failing to meet the Lessee's expectations. In any case, the Lessor shall not be held liable for any indirect losses and the losses which are compensated under the Agreement, are limited to the amount which would be paid by the insurance company that has insured the Lessor's civil liability.
- 10.4. The Lessor shall not be held liable for the losses of the Lessee that he suffered due to the fact that he could not use the Vehicle in the event of an accident or due to some other reasons outside the control of the Lessor.

## 11. FINAL PROVISIONS

- 11.1. The Rules form an inseparable part of the Agreement.
- 11.2. The Lessor does not assume any risk or liability and is unconditionally released from such, in case the Lessee did not get familiar with the Rules and/or the Agreement, although such option was granted to the Lessee.
- 11.3. The terms and conditions referred to in these Rules may be amended by the Lessor unilaterally and informing the Lessee of any amendments (amended Rules are published in the Mobile Application and in the Website). For this reason, the Lessee is recommended to get familiar with the Rules before the beginning of every lease of the Vehicle.
- 11.4. Each Party undertakes to inform the other Party in writing, by using the Mobile Application or the Website, no later than within 5 (five) calendar days if the registered office (residence) address or other contact information provided in the Agreement changes.



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11.5. The capitalised terms used in these Rules shall have the meaning ascribed to them in the Agreement, except when these Rules clearly and unambiguously determine otherwise.