

## **AGREEMENT**

1. In accordance with the terms of this agreement (hereinafter referred to as the **Agreement**) the Limited Liability Company "RENT- A-CAR UKRAINE" (hereinafter referred to as the **Company**), hereinafter jointly referred to as the **Parties**, and individually referred to as a **Party** grants the use of the vehicle (hereinafter referred to as the **Car**) to the **Client** for the term and on conditions specified by this Agreement. The Company warns the Client that the Car may belong to the Company upon the right of use, while the Car owner may be a third party, whose/which name is specified in the Car Registration Certificate. The Car may be used either by the Client or by any other individual specified as an additional driver (hereinafter referred to as the **Additional Driver**) in the Special Conditions of the Agreement. However, the Client undertakes the sole responsibility for breach of the terms of the Agreement, regardless of whether he was driving the Car at the moment of occurrence of the event that led to the breach of the terms of the Agreement.

2. The Agreement consists of two parts: the standard and special conditions of the Agreement (hereinafter referred to as the **Standard Conditions** and the **Special Conditions**), which are set out on two pages. The Standard Conditions of the Agreement are set out on this page and the Special Conditions of the Agreement are set forth on the back.

3. The signatures of the Parties, affixed to the Special Conditions of the Agreement, indicate that the Parties have reached agreement on all conditions of the Agreement, including the Standard and Special Conditions.

4. The subject matter of the Agreement is the Car, which is granted for use to the Client for a term and for a charge stipulated by the Agreement. A detailed description specifying the group, make, model and other essential characteristics of the Car (configuration, completeness, existence of any damage, actual amount of fuel, etc.) is specified in the Special Conditions of the Agreement. The term of this Agreement is determined by agreement of the Parties and is specified in the Special Conditions of the Agreement and lasts from the moment of its signing until the date of the Car's return. At the same time, the expiration of the term of the Agreement does not relieve the Parties of responsibility for its violation having occurred during the term of the Agreement. The term of the Agreement may be extended by agreement of the Parties. In order to extend its term, the Client is obliged to personally notify the Company on his intention to extend the Agreement arriving at the office of the Company not later than one day prior to the expiration of the Agreement.

5. When returning the Car to the Company, the information about the damages that arose during the period of use of the Car by the Client, if any, and the actual level of fuel in the Car, as well as other characteristics of the Car as of the date of return, shall be indicated in the appropriate section of the Special Conditions. In the event that the Client refuses or is not able to sign the Car Delivery and Acceptance Certificate upon return of the Car, the Parties have agreed that the Company itself fills up such a Car Delivery and Acceptance Certificate and the Parties will consider the information indicated therein to be reliable.

6. The Client is obliged to return the Car on the agreed date and at the agreed place of return of the Car, which are specified in the Special Conditions of the Agreement. As of the date of return the Car shall be in the same technical condition, in which it was received, taking into account the specified operational kilometers. The Car shall be returned together with the documents and additional equipment with which the Car was provided to the Client. If the Client does not return the Car on the agreed date or at the agreed place, he is obliged to compensate the Company for any losses and expenses related to the specified violation, including expenses of the Company for returning the Car by the Company to the agreed place of return.

7. The Car must be returned with the same amount of fuel, with which the Car was transferred to the Client. If the Car is returned with less fuel, the Client agrees to reimburse the cost of refueling the Car in accordance with the Clause 20 of the Agreement.

8. Before obtaining the Car in order to conclude this Agreement the Client shall provide his or her valid passport, national driver's license, international driver's license (if necessary), personal embossed card for payment of services provided for by the Agreement as well as for pre-authorization of the guarantee amount, that is, its blocking in full on the bank account of the Client in accordance with the Clause 19 of the Agreement. In case of refusal to provide the above-mentioned documents, the Company has the right to refuse the Client in rendering the services. The Client is obliged to use the Car on hard-surfaced roads in accordance with the Car Operational Manual, which is included in the set of documents and is given together with the Car.

9. The Client shall take care of the Car. When Client leaves the Car, he must close it and use all the security devices with which the Car is equipped.

10. The Client must make sure that the Car uses the appropriate fuel, and regularly check and maintain the level of lubrication in the engine and transmission box, tire pressure and coolant level.

11. The Client must not use the Car for racing or other types of competitions, carriage of passengers and goods for remuneration, towing, pushing, driving training, test drive, or in any other dangerous or unusual manner not provided for in the Car Operation Manual, this Agreement and the purpose of the Car. It is prohibited to perform re-equipment, repair, re-construction or modernization of the Car or its parts without the permission of the Company. Smoking in the Car cabin is prohibited. In case of violation of the prohibition, the Client is obliged to reimburse the cost of dry cleaning of the Car cabin under the tariffs stipulated by the Clause 20 of the Standard Conditions of the Agreement.

12. The right to use the Car is granted only to persons specified in the Special Conditions as a Client or Additional Driver. It is prohibited to transfer to third parties the right to use the Car provided to the Client (Additional Driver) under this Agreement, including the cases of concluding any agreements with third parties on the basis of which the right of ownership, use or disposal of the Car may be granted.

13. The Client must not use the Car for any illegal purpose or in the state of alcohol, drug or other intoxication or under the influence of drugs that reduce the attention and speed of reaction.

14. The Client has the right to use the Car outside the territory of Ukraine only subject to the written consent of the Company. The Client shall independently reimburse the expenses related to the return of the Car to the territory of Ukraine, as well as in the event of any accident (hereinafter referred to as the Accident) with the participation of the Car outside of Ukraine.

15. From the moment of receipt of the Car, the Client bears full responsibility for the risks that the Car may be subjected to. The Client agrees to fully compensate the Company for any losses not covered by the obligatory liability insurance of the owner of the vehicle, related to the damage or destruction of the Car and its parts, the Company's bringing to responsibility as the Car Owner on the grounds of caused damage to the property or health of a third party or violation of traffic rules by the Client or third parties using the Car without the permission of the Company during the term of validity of the Agreement as well as on the grounds stipulated by the legislation of Ukraine.

16. The charge for the use of the Car shall be paid before the Car is transferred to the Client for use and is calculated on the basis of the daily rate depending on the Car group, number of days of use, available discounts, Car insurance terms chosen by the Client, number of kilometers that the Client has driven by the Car, cost of other services ordered and used by the Client. In case of prolonging the use of the Car on the basis of this Agreement, the Client pays the amount at the current tariffs of the Company in proportion

to the actual Car's stay in the possession of the Client. By signing this Agreement the Client confirms that he is familiar with the tariffs approved by the Company and the terms of their application

17. In the event of an Accident with the participation of the Car or the unlawful seizure of the Car by third parties, the Client shall immediately inform the Company through the telephone by the phone numbers specified in the Agreement and immediately after occurrence of such circumstances inform the bodies of the National Police of Ukraine by the phone number 102 and the insurance commissioner. The Client is obliged to remain in the place of an Accident or the unlawful seizure of the Car till the arrival of the officials of the National Police of Ukraine and the insurance commissioner, and upon their arrival, to comply with all their instructions. Upon returning the Car, the Client is obliged to provide the Company with documents fixing the accident, issued by officials of the National Police of Ukraine. In case if the Client failed to fulfill the requirements of the Agreement regarding the notification of the National Police about the fact of an Accident, as well as in the case of failure to provide documents received from the officials of the National Police of Ukraine about the fact of an Accident, the Client shall be obliged to indemnify the losses caused to the Company by the Accident in full. If the Car suffered damages in the result of an Accident, the Client, besides the indemnity, is obliged to pay the administrative fee in accordance with the Special Conditions of the Agreement. In case of total destruction of the Car, the Client pays 5% of the Car balance cost.

18. In order to prevent the occurrence of the negative consequences (losses) caused by an Accident, damage or unlawful seizure of the Car, its parts, the Company insures the Car for the whole period of the validity of this Agreement. In the event of an Accident, damage or unlawful seizure of the Car, and subject to the proper performance of the Clause 17 of this Agreement, the Client is obliged to compensate the Company for the amount of Client's liability (limitation of responsibility in case of car damage or theft - CDW excess) specified in the Special Conditions of the Agreement.

19. By signing this Agreement the Client entrusts and authorizes the Company to drawn up, sign and submit on behalf of the Client the relevant financial instructions (documents) for the withdrawal (transfer) from the card account of the Client, being the holder of the payment card, the corresponding amounts calculated according to the terms of this Agreement with the aim to collect from the Client the sums of administrative fee, penalties provided for by the Agreement, compensation of the cost of repairs, lost parts or equipment, documents, compensation of the cost of fuel, repair of the Car in case of its return in a damaged condition or in the state of incomplete configuration, available fines for violation of the traffic rules (hereinafter referred as the Traffic Rules) by the Client, regardless of whether the violation of the Traffic Rules was recorded in the automatic mode (using technical means of photography and / or video) or recorded directly by the official of the National Police of Ukraine, if such sums were fixed in the Agreement during the term of its validity in the relevant amount, as well as the other sums of reimbursement of other additional costs, losses provided for by the Agreement, within the amount of pre-authorization. The Client's instruction to withdraw funds also authorizes the Company to process the payment check within the amount of additional payment without the signature of the card holder during the transaction. In pursuance of this Clause, the Company shall pre-authorize the amount ranging from 500.00 (five hundred) to 1200.00 (one thousand two hundred) EUR depending on the group of the Car. The Company shall cancel the pre-authorization on the day of returning the Car in the absence of the grounds specified in this Clause. For holders of MasterCard payment cards it is mandatory to provide written consent to the processing of payment at the time of its execution in the event of (after) occurrence of the circumstances envisaged by this Clause. If the Client refuses to give consent, the Company has the right to apply to the court for the protection of its own rights and interests, including for the indemnification of damages. By signing this Agreement the holders of the cards of other payment systems agree with the processing of the specified payment by the Company

20. The extent of the Client's liability in the event of damage of the Car or its return with incomplete set in accordance with the Delivery and Acceptance Certificate.

Damage type / work for damage elimination	Cost of repair in UAH, which equivalent in EUR at the rate of the commercial bank chosen by the Grantor (according to the Car group) is equal to:		
	Economy	Compact, Intermediate, Standard	Full size, Minivan
Scratch of 1 part of the body	230 EUR	250 EUR	270 EUR
Polishing of 1 part of the body	50 EUR	55 EUR	60 EUR
Damage of motor protection	95 EUR	100 EUR	270 EUR
Replacing the facial wind screen or rear wind screen	460 EUR	500 EUR	650 EUR
Replacing headlights or other optics	230 EUR	250 EUR	550 EUR
Reupholstering of 1 part of the cabin	280 EUR	300 EUR	680 EUR
Cabin cleaning	75 EUR	80 EUR	140 EUR
Loss of 1 part of the road set	28 EUR	28 EUR	28 EUR
Loss of jack	90 EUR	90 EUR	90 EUR
Lost documents, keys of the car	240 EUR	280 EUR	320 EUR
Lost wheel cover	35 EUR	45 EUR	55 EUR
Damaged disk or tire	240 EUR	280 EUR	320 EUR
Chemical cleaning of the cabin (smoking in the cabin)	100 EUR	100 EUR	100 EUR
Refueling (for 1 liter)	1.80 EUR	1.80 EUR	1.80 EUR
Administrative fee	50 EUR	50 EUR	50 EUR

Penalty for violation of the traffic rules	50 EUR	50 EUR	50 EUR
1 km of operational kilometers above the limit	0,15 EUR	0,15 EUR	0,36 EUR

21. In terms of all legal relations between the Parties not regulated by this Agreement, the Parties shall be guided by the provisions of the current legislation of Ukraine. In the event that the Parties fail to reach agreement on the proper interpretation and implementation of the terms of this Agreement, the Party concerned may apply to a court of Ukraine for the protection of its rights and for the consideration and resolution of the dispute between the Parties.

22. By signing this Agreement, the Client confirms, agrees and guarantees that:

- prior to the conclusion of the Agreement, the Client has received on time all necessary, accessible, reliable and sufficient information about the terms of providing the service ensuring the possibility of conscious choice of a particular service;
- the personal data of the Client, indicated by him during the conclusion of the Agreement, are reliable;

- the Client is acquainted with the Traffic Rules valid on the territory of Ukraine, and undertakes to observe them while using the Car;
- the Client undertakes to observe the provisions of the Agreement and is familiar with the terms of liability arising in the event of violation of the terms of the Agreement;
- the Client understands that he is liable to the Company for any illegal actions, violation of the terms of the Agreement, order of operation of the Car by the Additional driver and undertakes to familiarize the Additional Driver with the terms of the Agreement.

23. In case of violation by the Client of the terms of this Agreement, the Client is obliged to return the Car at the Company's request within one day.

24. The Client is prohibited from entering by the Car into temporarily occupied, uncontrolled territories of Ukraine, which are determined in accordance with the legislation of Ukraine, as specified in detail in the Appendix no. 1 to this Agreement.

By signing this Agreement, the Client as the personal data owner provides a voluntary, unconditional and time-unlimited consent for the processing of his personal data which he informs the Company at the conclusion of this Agreement, including his surname, name and patronymic, address, passport data, citizenship, number of the driver's license, in accordance with the conditions provided for by the legislation of Ukraine on the protection of personal data, with the purpose of providing the services specified in this Agreement, defining the other offers for the Client, performing of statistical analysis, checking of the Client's financial solvency, disclosing of data at the request and upon the demand of state authorities, as well as with the purpose of collecting of debts, carrying out indemnification of damages, performing registration of the Car in case of violation by the Client of the terms of this Agreement. The personal data, for processing of which the Client gives this consent, may be transferred to third parties only in cases stipulated by the legislation of Ukraine.