

PREAMBLE

This agreement is a standard form agreement (hereinafter, the "Agreement") in which the Parties define the terms of an adhesion agreement (contract of adhesion), accepted by the Lessee without amendments or exceptions by acceding to the agreement as a whole (Article 428 of the Civil Code of the Russian Federation). The Agreement is deemed concluded from the moment the Lessor and the Lessee sign the relevant accession agreement; by signing it, the Lessee confirms that it has fully familiarized itself with the content and terms of the Parties' cooperation, and the accession agreement together with this document constitutes the complete vehicle rental agreement (hereinafter, the "Agreement").

The Lessee confirms that the Agreement does not deprive it of any rights ordinarily granted under agreements of this kind, does not exclude or limit the Lessor's liability for breach of obligations, and does not contain other terms that are obviously onerous to the Lessee and that, proceeding from its reasonably understood interests, it would not have accepted had it had the opportunity to participate in determining the terms of the Agreement; the Lessee has not been placed in a position that substantially impedes the negotiation of the content of individual terms of the Agreement.

STANDARD FORM VEHICLE RENTAL AGREEMENT

A legal entity or individual entrepreneur engaged in leasing property as an ongoing business activity, acting as the Lessor upon conclusion of the Agreement and referred to as the "Lessor," and an individual who has acceded to this agreement, referred to as the "Lessee," jointly referred to as the "Parties," have entered into the Agreement as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Lessor undertakes to transfer to the Lessee, for temporary possession and use, a vehicle (hereinafter, the "Vehicle"), without providing services for its operation and technical maintenance, and the Lessee undertakes to take possession of the Vehicle, to pay the rental fee and any other payments under the Agreement on the terms of the Agreement, and, upon expiry of the rental period, to return the Vehicle to the Lessor at the agreed location.

The Vehicle provided under the Agreement shall be used by the Lessee exclusively for its own personal needs.

1.2. The Vehicle has the following technical specifications:

Make, model:		Year of manufacture:	
Vehicle Identification Number (VIN)		License plate number	
Vehicle registration certificate		Color:	

1.3. Persons authorized to drive the Vehicle:

Last Name, First Name, Patronymic	Date of birth:	Driver's License			
		Series	-	No.	
		Series	-	No.	
		Series	-	No.	

If a person not approved by the Lessor and not specified in the Agreement is permitted to drive, or is given control of, the Vehicle, regardless of whether the Lessee (or an authorized driver) is present in the Vehicle, this constitutes a material breach of the terms of the Agreement on the grounds provided for in paragraph 3 of Article 615 and Article 619 of the Civil Code of the Russian Federation, and the Lessor shall have the right, upon giving notice to the Lessee, to unilaterally and extrajudicially withdraw from the Agreement and repossess the Vehicle without reimbursing the rental fee or the Security Deposit, and without compensating any other expenses/losses or other penalties provided for by the Agreement and applicable law. The Lessee shall bear full liability to the Lessor, as for its own acts, for the acts/omissions of such persons and any resulting events, and for the non-performance/improper performance by such persons of obligations under the Agreement.

Upon occurrence of the above circumstances, the Lessee shall pay, upon the Lessor's demand, a penalty in the amount of RUB 300,000 (three hundred thousand rubles).

The Lessee also undertakes to compensate, at its own expense and in full, any damage/expenses caused to third parties, their property, or the Vehicle by persons not approved by the Lessor at the time the Vehicle was rented out.

If, prior to the return of the Vehicle to the Lessor, the Vehicle is driven by any person (including the Lessee) who is under the influence of alcohol, narcotic substances, or any other intoxicating substance, or under the effect of medication whose use is contraindicated while driving, regardless of whether this results in any adverse consequences for the Vehicle (a traffic accident and/or damage to the Vehicle, etc.), this constitutes a material breach of the terms of the Agreement on the grounds provided for in paragraph 3 of Article 615 and Article 619 of the Civil Code of the Russian Federation, and the Lessor shall have the right, upon notifying the Lessee, to unilaterally and extrajudicially withdraw from the Agreement and immediately repossess the Vehicle from the Lessee without compensating the latter for any expenses/losses or other penalties provided for by the Agreement and applicable law. In addition, the Lessee shall, upon the Lessor's demand, pay a penalty of RUB 300,000 (three hundred thousand rubles) for such breach.

1.4. The fact of acceptance and transfer of the Vehicle is confirmed by the Vehicle Acceptance and Transfer Certificate (Appendix No. 1) executed upon receipt and return and signed by the Parties following an inspection of the Vehicle's operability, other equipment, completeness, and exterior condition.

1.5. The Vehicle Acceptance and Transfer Certificates executed upon receipt and return, signed by the Parties after checking the operability of the engine and other equipment of the Vehicle and an exterior inspection of the Vehicle, form an integral part of the Agreement.

1.6. Receiving and returning the Vehicle between 19:00 and 09:00 is an additional service, the cost of which is determined by the Lessor based on the tariff for each such action.

1.7. **The maximum permitted speed for the rented Vehicle is 140 km/h, except for brief excesses (e.g., when descending a hill, overtaking a vehicle ahead, etc.). A breach of this condition is deemed to occur where the speed exceeds 140 km/h, as well as where the Vehicle is used in sports competitions, races, rallies, tests, driving instruction, off-road driving, or is towed other than by a tow truck. The Parties agree that a "brief excess" means exceeding the speed limit for no longer than 10 seconds.**

For each instance of the Vehicle's speed exceeding 140 km/h, the Lessor shall be entitled to demand, and the Lessee shall be obliged to pay, a contractual penalty in the amount of RUB 5,000 (five thousand rubles), exclusive of any fines for violations recorded by automated enforcement systems or traffic police patrol units.

1.8. **The daily mileage allowance that does not entail additional payment is set in kilometers per day according to the specific class of the Vehicle.**

If the specified allowance is exceeded, the cost of one (1) kilometer of excess mileage is set according to the tariff for the relevant class of Vehicle. If the rental period is two or more days, the daily mileage allowance is aggregated based on the number of rental days. If the mileage for the rental period does not exceed the aggregate allowance, no additional charge is levied on the Lessee.

If the aggregate mileage allowance is exceeded during the term of the Agreement and/or by the time the Vehicle is returned to the Lessor (whichever occurs later), the Lessee shall be charged an additional fee for each kilometer of excess, based on the cost of one (1) excess kilometer for the relevant class of Vehicle.

1.9. For damage to tires, wheel rims, glass (in the absence of a "no windshield damage liability" tariff), optics (front, rear, and fog lights, daytime running lights, turn signals), rear-view mirrors, bumpers (including other parts mounted in/on the bumper), rocker panels and the underbody of the Vehicle, and for the loss of decorative wheel caps handed over under the Vehicle Acceptance and Transfer Certificate — from the moment the Vehicle is handed over under the Acceptance and Transfer Certificate, full financial liability shall be borne by the Lessee.

1.10. **The Lessee shall possess and use the Vehicle within the operating territory agreed upon at the conclusion of the Agreement. Upon the Lessee's request, the Lessor may change or supplement the region (territory) of the Vehicle's operation.**

Any operating territory separately specified on the Lessor's official website at <https://msk.arendacar.ru>, for which an additional fee has been established, shall, regardless of the Vehicle's suitability for travel to such territory, be deemed agreed only after advance payment for such service has been made.

If the Vehicle crosses the boundaries of the agreed territory, which constitutes a material breach of the terms of the Agreement on the grounds provided for in paragraph 3 of Article 615 and Article 619 of the Civil Code of the Russian Federation, the Vehicle's engine may be automatically disabled. In such a case, the Lessor shall be entitled, upon notifying the Lessee, to unilaterally and extrajudicially terminate the Agreement and immediately repossess the Vehicle, with subsequent reimbursement of the costs of delivering the Vehicle to the place of its agreed return, and without compensating the Lessee for any expenses/losses or other penalties provided for by the Agreement and applicable law. In such a case, the Lessor shall bear no liability for items left in the Vehicle, pursuant to Section 6.4 of the Agreement.

1.11. From the moment of receiving the Vehicle until the moment of its return to the Lessor, the Lessee shall be deemed the keeper of the rented Vehicle and, in accordance with applicable Russian law, shall be liable for harm caused to the life, health, and property of third parties as a result of the Vehicle's operation, to the extent that civil-liability expenses exceed the amounts of insurance payments, as well as for the obligation to pay fines and the cost of impound-lot storage services if the Vehicle is placed in an impound lot while in the Lessee's possession. In addition, the Lessee shall bear all costs associated with storing the Vehicle, washing the Vehicle, keeping the Vehicle, refueling the Vehicle, and windshield washer fluid.

1.12. The Parties agree that the fact of the Vehicle exceeding the speed limit or leaving the boundaries of the agreed operating territory may be established by the Lessor unilaterally, based on data received from the mobile terminal installed in the Vehicle — programmable navigation and telematics equipment supporting GPS/GLONASS systems, owned by the Lessor, and intended for the remote control of certain Vehicle functions, the automated collection of information on the condition of certain Vehicle systems, and the processing, storage, and output of the following data (without limitation) to the Lessor's equipment: the Vehicle's coordinates and operating parameters, such as acceleration/braking force, speed, direction and force of impact in the event of an accident, etc., as well as additional information on conditions inside and outside the Vehicle.

1.13. The Parties also agree that either of the following shall constitute sufficient and conclusive grounds for treating the Lessee as the person who committed the violation (including damage, unauthorized taking, theft, breach of traffic rules or other statutory or contractual requirements) and, accordingly, as the person obliged to pay the expenses/losses and penalties specified in the Agreement or arising from the nature of the obligations:

- the existence of an act of a government authority (an accident report, a ruling in administrative-offense proceedings, or other similar documents) in which the circumstances of the incident and/or the breach of the term(s) of the Agreement or of applicable legal requirements during the rental period are recorded; and/or
- information showing that the Lessee was the last person to use the Vehicle before the violation was discovered (including damage to the Vehicle, unauthorized taking, theft, breach of traffic rules, or other statutory or contractual requirements).

1.14. Unless otherwise provided by the Agreement, the cost of any additional services listed on the Lessor's official website at <https://msk.arendacar.ru>, for which additional tariffs (fees) are established, shall be deemed agreed only after they have been paid for in advance, prior to the commencement of the rental.

2. ENTRY INTO FORCE OF THIS AGREEMENT. RENTAL PERIOD.

2.1. The Agreement shall enter into force from the moment of its conclusion: the Lessee's signing of the accession agreement.

2.2. **The rental period for the Vehicle (determined by the Parties upon conclusion of the Agreement, specifying the hour and minute of the start and end of the rental):**

Rental start:	hr. _ min.	Calendar date: dd/mm/yy	Rental end:	hr. _ min.	Calendar date: dd/mm/yy
TOTAL DAYS:			Number of days		
Place of issue:			Place of return:		

Issuance of the Vehicle by the Lessor and its return (transfer) to the Lessor shall be carried out by the Lessee no later than the deadline (set in hours) for the end of the rental period, at the Lessor's location, or at another address in the case of a pre-ordered and paid additional service for the Lessor to collect (retrieve) the Vehicle. Where technically feasible, based on the Lessee's advance request submitted no less than 5 (five) days in advance, and an additionally paid request from the Lessee (at a price separately agreed by the Parties), the Lessor shall arrange for the collection (return) of the Vehicle from the address agreed by the Parties. If the Vehicle is issued to the

Lessee earlier than the agreed time, the start of the rental period shall be determined by the date and time indicated in the Vehicle Acceptance and Transfer Certificate. In such a case, the Vehicle return date (end of rental) shall remain unchanged, and no additional fee shall be charged.

The Lessee may extend the original rental period, notifying the Lessor thereof in the manner and by the method specified in Section 6 of this Agreement. The new rental period shall be deemed agreed and/or extended from the moment the Parties sign a supplementary agreement to the rental Agreement (for the new period).

If the rental period is extended, payment for the next rental period shall be made at the time of the extension.

If the Lessee fails to return the Vehicle on time to the address agreed by the Parties, the Lessor shall be entitled to charge the rental fee until the Vehicle is actually returned.

2.3. The Lessee may withdraw from the Agreement at any time by giving the Lessor written notice of its intention no less than 10 (ten) business days (paragraph 3 of Article 627 of the Civil Code of the Russian Federation) before the intended date of termination of the Agreement.

Acceptance of the Vehicle upon termination of the Agreement for any reason shall take place during the Lessor's business hours.

If the Lessee returns the Vehicle early, the Lessor shall refund the corresponding portion of the fee received, calculated from the day following the day of the actual return of the Vehicle together with all accessories (documents and keys).

3. COST OF SERVICES UNDER THE AGREEMENT. PAYMENT PROCEDURE.

3.1. For the right to use the Vehicle provided under the Agreement, the Lessee shall pay the Lessor a fee equal to the base rental rate (hereinafter also, the "base price") for each day of the rental, in the amount determined by the Lessor's tariffs, on the basis of full advance payment (100%), unless otherwise agreed by the Parties.

The cost of one day's rental shall remain unchanged during the originally agreed rental period, but may thereafter be changed unilaterally by the Lessor no more than once every 3 months and by no more than 5% of the rate in effect at the time of such change, of which the Lessee shall be notified 5 days before the date of the relevant price change.

The Parties acknowledge that they have agreed on the cost of the Vehicle rental for the entire term of the Agreement, since they have agreed on terms establishing the procedure for determining it; therefore, an actual change in the rental cost occurring as a result of, and on the terms provided for in, this clause does not constitute a change, under paragraph 3 of Article 614 of the Civil Code of the Russian Federation, to the contractual term on the amount of the rental fee, but rather constitutes the Parties' performance of this term, and accordingly no corresponding amendment to the Agreement is required in respect of the actual price change for the entire rental period.

3.2. Unless otherwise established by the Lessor upon conclusion of the Agreement, the base price does not include the cost of additional services, which are paid for separately by the Lessee based on the Lessor's tariffs (preparation by the Lessor and delivery to the Lessee of an additional document and additional power of attorney in the event of an extension of the rental period; delivery to the Lessee and/or return of the Vehicle by the Lessor; additional registration and execution of a power of attorney for persons authorized to drive the Vehicle; excess mileage; unlimited mileage; reduction of the age or driving-experience requirements for the Lessee; approval of persons other than the Lessee to drive the Vehicle; release of the Lessee from liability for windshield damage for an additional "no windshield damage liability" fee; processing and payment of traffic police administrative fines; and other services requested by the Lessee and confirmed by the Lessor as available).

3.3. The price of the Agreement consists of the total rental fee for the entire rental period plus the cost of additional services (surcharges to the base tariff), and shall be paid by the Lessee by any method permitted by law before the Vehicle is handed over to the Lessee under the Acceptance and Transfer Certificate.

If the Lessee states that it needs one when signing the accession agreement, the Lessor shall issue an invoice for payment.

If payments for the Vehicle rental are not received in full from the Lessee within 3 (three) business days from the date of conclusion of the Agreement, which constitutes a material breach of the Agreement under paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation, the Lessor shall be entitled, upon notifying the Lessee, to unilaterally and extrajudicially withdraw from the Agreement, in which case the Agreement shall be deemed terminated from the date such notice is sent, or another date, if expressly specified by the Lessor in the notice,

3.4. The rental cost for an incomplete month of rental shall be calculated in proportion to the rental period up to the actual return of the Vehicle, in the manner and by the method agreed by the Parties in the Agreement, based on the daily rental cost.

No later than the 5th day of the month following the billing month, the Lessor shall send the Lessee (if the Lessee requires it) a certificate of services rendered (sent in paper form or as a scanned PDF copy of the document, signed by the Lessor, to the e-mail or contact details specified upon conclusion of the Agreement or used by the Parties in its performance).

If the Lessee delays a scheduled payment under the Agreement for more than 3 business days, which constitutes a material breach of the Agreement under paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation and of the Parties' arrangements, the Lessor shall be entitled, upon notifying the Lessee, to unilaterally and extrajudicially refuse further performance of the Agreement and to demand the return of the Vehicle to its place of return (transfer) no later than 3 business days from the date the Lessor sends the relevant notice in the manner specified in Section 6.3 of the Agreement, or to independently take measures to repossess the Vehicle, with subsequent reimbursement (or deduction from the security deposit) of the costs of delivering it to the place of return.

If the Lessor independently repossesses/collects the Vehicle (in the Lessee's absence), where such repossession is provided for by the Agreement or where the Lessee has failed to ensure the return of the Vehicle on the terms of the Agreement, the Lessor shall inspect the Vehicle (in compliance with the conditions of Section 4.1.3 of the Agreement) and shall promptly send the Lessee copies of documents/other supporting materials (including photographs and video) recording the condition of the Vehicle at the time of its repossession. The absence of reasoned objections from the Lessee within 3 (three) business days after the Lessor sends such documents/confirmations shall be deemed the Lessee's agreement with the recorded condition of the Vehicle.

3.5. At the time the Vehicle is provided to the Lessee, the Parties shall determine its appraised value, taking depreciation into account.

3.6. Before the Vehicle is handed over, the Lessee, in addition to the fee and the cost of additional services, shall pay (transfer) to the Lessor, as security for its obligations under the Agreement, a security deposit in the amount determined by the Lessor upon conclusion of the Agreement. The security deposit does not constitute an advance or prepayment under the Agreement.

If the Security Deposit is not received in full from the Lessee within 2 (two) business days from the date of conclusion of the Agreement, which constitutes a material breach of the Agreement under paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation, the Lessor shall be entitled, upon notifying the Lessee, to unilaterally and extrajudicially withdraw from the Agreement.

The Lessor shall have the right to unilaterally and indisputably deduct from the Security Deposit any debt owed by the Lessee to the Lessor, as well as all penalties and other sanctions provided for by the Agreement and applicable Russian law, including the cost of paying traffic police fines and compensation for processing them. The Lessor may notify the Lessee of such a deduction after it has already been made. If amounts of fines/expenses/losses charged to the Lessee are deducted from the Security Deposit, the Lessor may require the Lessee, within 6 hours of the Lessor sending the relevant unilateral notice, to replenish the Security Deposit to its originally established amount, but in any event to an amount sufficient to cover all charged fines/expenses/losses; or, if the Security Deposit has been fully used up and has not been replenished by the Lessee, which constitutes a material breach of the Agreement under paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation, the Lessor may, upon notifying the Lessee, unilaterally and extrajudicially withdraw from the Agreement and demand that the Lessee return, or repossess from the Lessee, the Vehicle before the end of the rental period, without compensating the latter for any expenses/losses or other penalties provided for by the Agreement and applicable law, and may demand full payment of the fines/expenses/losses charged to the Lessee.

If damage is caused to the Vehicle, the Security Deposit shall be refunded in the amount remaining after the Lessor's losses have been compensated. If no defects/damage to the Vehicle are identified by the Lessor upon its return, the Security Deposit shall be refunded as follows: the amount in excess of RUB 5,000 shall be refunded to the Lessee immediately after signing the Acceptance and Transfer Certificate for the return of the Vehicle to the Lessor, and the remaining part of the Security Deposit shall be refunded within 14 business days from the return of the Vehicle.

3.7. Recovery of the Lessee's rental-fee debt may be effected on an undisputed basis on the basis of a notary's writ of execution.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Lessee shall be obliged to:

4.1.1 When using the Vehicle, the Lessee must comply with the traffic rules and other requirements of Russian law, hold a driver's license valid for the entire rental period authorizing the Lessee to drive a vehicle of the relevant category, have more than 3 years of driving experience, and be at least 23 years of age.

If the Vehicle is driven by a driver who does not meet the above requirements, the Lessee shall bear full financial liability in the event of an accident, that is, within 10 business days the Lessee must pay the cost of repairing the Vehicle in the amount established by the certificate of work performed on repairing the Vehicle and/or by a costing (work order) of the works and materials required, and must also pay a daily fee for each day the Vehicle remains at the auto repair shop. In such a case, the provisions of the Agreement on the Lessee's limited financial liability for damage to the Vehicle shall not apply.

4.1.2. Not allow persons not specified in the Agreement to drive the Vehicle, even if such persons hold a driver's license of the relevant category. In the event of a breach of this requirement, the Lessee, in addition to the penalties provided for in Section 1.3 of the Agreement, undertakes to pay the Lessor, within 10 business days, all expenses incurred in restoring the Vehicle in the event of an accident, as well as a fee for each day the Vehicle is under repair.

4.1.3. Upon expiry of the rental period, return to the Lessor the Vehicle provided, in full configuration (including documents and accessories), in proper technical condition, with allowance for normal wear and tear (in a condition fit for use without deterioration of its consumer qualities or appearance). The Vehicle's condition, configuration, and other data shall be checked by the Lessor in the Lessee's presence upon return and recorded in the Acceptance and Transfer Certificate. For purposes of performance of the Agreement, the following are not considered defects giving rise to the Lessee's liability: normal tire wear, scratches to the paintwork and equipment caused by external natural factors that can be removed by polishing, and normal wear of the Vehicle's interior upholstery. In this regard, the Parties have established the following set of rules, to be applied together, for the proper recording of defects that may be discovered upon return of the Vehicle and asserted against the Lessee for the purpose of recovering the cost of their repair:

1. Defects shall be recorded at the moment the Vehicle is returned to the Lessor, unless the defects subsequently discovered were latent, including where they could not be detected owing to the Vehicle's body being dirty.
2. The recording of defects shall be accompanied by photo/video documentation of a clarity sufficient to reliably establish the existence of the defect, its location, and the degree of the corresponding damage to the Vehicle;
3. The photo/video documentation of defects made shall be accompanied by written documentation with the same degree of detail;
4. Defects shall be recorded in the presence of a representative of the Lessee (if such attendance is arranged) after the Vehicle's body has been washed. If the Lessee returns the Vehicle with a dirty body, the Lessor, in the Lessee's absence, may draw up such a defect record unilaterally, promptly notifying the Lessee of the defects identified.
5. The condition of the Vehicle upon return shall be recorded using a form similar to the Vehicle Acceptance and Transfer Certificate (Appendix No. 1). Responsibility for the proper (complete) completion of such Certificate, as well as the risk of its non-completion and of failing to record all characteristics of the Vehicle, lies with the Lessor.

The provisions of this clause shall also apply where, for any reason, the return of the Vehicle/repossession of the Vehicle is carried out by the Lessor without the Lessee being present.

4.1.4. If the Lessee delays performance of its obligation to return the Vehicle by less than 2 hours, it must pay a fee equal to 10% of the daily rental cost, but not less than RUB 500 for each hour of delay.

4.1.5. In addition, if the Lessee, in delaying performance of its obligation to return the Vehicle for more than 2 hours, fails to notify the Lessor of the reason for and duration of the delay, the Lessee must pay double the amount provided for in Section 4.1.4 of this Agreement. If the Lessee has not returned the Vehicle to the Lessor and has not notified the Lessor of the reason for and duration of the delay in performing its obligation to return the Vehicle, the Lessor may apply to the competent authorities with a report of theft of the Vehicle and to hold the Lessee criminally liable. If the Vehicle is not found and returned to the Lessor, the Lessee must compensate the value of the Vehicle, determined in accordance with Section 3.5 of the Agreement, and must pay the Lessor a fee for each day until the appraised value of the Vehicle has been paid in full.

4.1.6. Return the Vehicle in a clean condition. Return the Vehicle with a full fuel tank. If the Vehicle cannot be inspected and accepted owing to it being dirty, the Lessee must pay compensation for the cost of washing the Vehicle, according to the Lessor's tariff in effect at the time of return, depending on the degree of soiling of the interior and body. If the Lessor determines that an inspection of the Vehicle is not possible owing to heavy soiling, the inspection shall be carried out only after the Vehicle has been washed. If the Vehicle is returned with less fuel than it had when handed over to the Lessee, the Lessee must pay compensation, according to the Lessor's tariff in effect at the time of return, for the difference between the actual fuel level and the level indicated in the transfer certificate.

4.1.7. The Lessee shall fully compensate the Lessor for all losses incurred by the latter (including lost profit), expenses, and costs arising from the Lessee's breach of applicable Russian law and the provisions of the Agreement, including but not limited to: fines (including fines, or a portion thereof, imposed for a repeated and each subsequent traffic violation, regardless of whether the Lessee was the original offender), late-payment penalties, and fines, including those imposed by the competent authorities for violations of traffic rules, parking rules, or other requirements of applicable road-safety legislation.

If the competent authority establishes that the Vehicle violated Russian traffic rules prior to its transfer (return) to the Lessor, as recorded by automatic enforcement equipment (cameras), the Lessee undertakes to compensate the Lessor for the amount of the administrative fine specified in the ruling on the administrative offense, from the Security Deposit held by the Lessor (provided the Security Deposit is sufficient).

The procedure for paying administrative fines for violations of applicable law recorded by automatic enforcement equipment (cameras), as well as fines issued directly to the Lessor or to the owners of the Vehicle, shall be carried out by the Lessor and/or the owner of the Vehicle at their own discretion, as the persons against whom the ruling in the administrative-offense case is issued.

The grounds for recovering from the Lessee amounts for the subsequent payment of a fine (in reimbursement of a fine already paid) issued against the Lessor or the owner of the Vehicle shall be the Lessor's receipt of information (a ruling in an administrative-offense case, data from open sources) on an administrative fine incurred during the Lessee's rental period for the relevant Vehicle.

The Lessee must pay the amounts billed to it by the Lessor regardless of whether the administrative fine amounts billed to the Lessor or the owner of the Vehicle were actually paid. If an administrative fine may be paid at a reduced rate of 75% (part 1.3 of Article 32.2 of the Code of Administrative Offenses of the Russian Federation), the Lessee must pay the Lessor an amount equal to 75% of such fine, plus an administration fee payable to the Lessor or its authorized representative (equal to 75% of the full amount of the administrative fine), within 5 (five) calendar days from the date the Lessor sends the relevant notice (see Section 3.2 of the Agreement — additional services).

If the amounts specified in this clause are not paid within 5 (five) calendar days, the Lessee must, in addition to the amount payable toward the fine (in the amount in which it must be paid taking into account part 1.3 of Article 32.2 of the Code of Administrative Offenses of the Russian Federation), additionally pay the Lessor a penalty equal to 50% of the full amount of the administrative fine. If the administrative fine does not qualify for payment at the reduced rate of 75% (part 1.3 of Article 32.2 of the Code of Administrative Offenses of the Russian Federation), or if the deadline for paying the fine at the 75% rate has expired, the Lessee shall pay the full amount of such fine.

The Parties agree that the processing of administrative fines and the sending of the relevant notices shall be carried out by the Lessor in order of priority, meaning that no deadline is established for the Lessor to send them. Sending a notice for payment of amounts toward a fine after the deadline for paying it at the 75% rate has passed may not serve as grounds for asserting any claims against the Lessor.

4.1.8. If signs of smoking in the cabin are detected (including the presence of a corresponding odor), the Lessee must pay a fine of RUB 8,000 (eight thousand rubles) upon return of the Vehicle, but in any event not less than the actual cost of dry-cleaning the Vehicle's interior.

4.1.9 In the event of any traffic accident (hereinafter, an "Accident"), regardless of whether the Vehicle sustains damage, the Lessee undertakes to:

4.1.10. Immediately call traffic police representatives.

4.1.11. Obtain accident documentation prepared with the participation of authorized police officers, containing a detailed list of damage.

4.1.12. Record in writing the contact details of witnesses to the incident.

4.1.13. Immediately (in any event within 24 hours) notify the Lessor of the incident.

4.1.14. Within 3 (three) days after the date the accident is investigated, provide the Lessor with accident documentation prepared with the participation of authorized police officers, certified copies of the administrative-offense report, the ruling in the administrative-offense case and/or the ruling refusing to initiate administrative-offense proceedings, once they have entered into legal force, as well as any other documents requested by the Lessor that are necessary to obtain insurance compensation.

4.1.15. If, as a result of an accident, the Vehicle sustains damage that precludes its further use, or the Vehicle sustains damage as a result of other events (including falling objects, natural phenomena, man-made incidents, or the actions of third parties), the Lessee undertakes to deliver such Vehicle, at its own expense, to the originally agreed place of return or to another place agreed by the Lessee and the Lessor.

4.1.16. The Lessee must cooperate with the Lessor's representative on all matters relating to accidents, damage to, or loss of the rented Vehicle, its parts, and/or its components.

4.1.17. In the event of an accident caused by the Lessee's fault, the Lessee must, in addition to compensating losses (the expenses necessary for the complete restoration of the Vehicle), pay the Lessor, within 5 days of the Lessor's demand, a penalty equal to the daily rental fee (as determined under Section 3.1 of this Agreement) for each day of repair of the Vehicle (i.e., each day the Vehicle remains at a service station), but not less than RUB 5,000 and not more than RUB 100,000, unless a different penalty amount is established in the accession agreement (the agreement signed by the Lessee).

This provision on the Lessee's limited financial liability for a penalty of up to RUB 100,000 shall apply only where the Lessee voluntarily (out of court) satisfies all of the Lessor's financial (monetary) claims. If the Lessee refuses to make such compensation out of court, this provision of the Agreement shall lose effect once the Lessor applies to court, and the Lessor may assess and recover from the Lessee a penalty without the limitation specified in this clause.

4.1.18. In the event of damage to the Vehicle caused by a natural disaster, natural phenomena, man-made incidents, or the actions of third parties, the Lessee undertakes to:

4.1.19. immediately report to the internal affairs authorities and obtain a certificate containing a detailed list of the damage sustained by the Vehicle;

4.1.20. immediately upon discovering the damage to the Vehicle, notify the Lessor thereof;

4.1.21. provide the Lessor with the certificate from the internal affairs authorities within 10 (ten) days from the date the Vehicle sustained the damage, but in any event no earlier than the date such certificate is issued by the internal affairs authorities;

4.1.22. no later than 2 (two) days from the date the Vehicle sustained the damage, make the Vehicle available or hand it over to the Lessor for inspection under an Acceptance and Transfer Certificate.

4.1.23. In the event of the loss of the Vehicle, its parts, additional equipment, documents, or accessories, the Lessee undertakes to:

4.1.24. immediately report to the internal affairs authorities and obtain a document confirming that a criminal case has been opened in respect of the incident;

4.1.25. immediately upon discovering the loss of the Vehicle, or within 12 (twelve) hours of discovering the loss of parts, additional equipment, or accessories, notify the Lessor of the loss of the Vehicle, parts, additional equipment, or accessories.

4.1.26. in the event of the loss of the Vehicle, hand over to the Lessor, under an acceptance and transfer certificate, the vehicle registration certificate, the set of keys to the lost Vehicle, and the OSAGO/CASCO insurance policy(ies) (if such documents were not originally issued in electronic form).

4.1.27. The Lessee must regularly check the engine oil level, tire pressure, and the levels of coolant and windshield washer fluid in the Vehicle. If it is necessary to top up engine oil or coolant, this shall be done at the Lessor's expense (or with subsequent reimbursement of costs to the Lessor).

4.1.28. As a general rule, routine and major repairs to the Vehicle shall be carried out by the Lessor. The Lessee may carry out minor repairs on its own, such as replacing bulbs in the headlights and taillights and repairing damaged tires and wheel rims, provided that such parts are not of lower quality than those previously installed, or are approved by the Lessor. Any other repair work may be carried out by the Lessee only with the Lessor's prior approval. If the Lessee carries out repair work without the Lessor's approval, the Lessor may demand that the Lessee pay a penalty of RUB 50,000 (fifty thousand rubles), unless otherwise provided in the accession agreement (concluded by the Lessee).

4.1.29. The Lessee undertakes to make the Vehicle available for scheduled and unscheduled repairs, in compliance with the timing of regular technical inspections, and for seasonal tire changes, at the service station(s) agreed with the Lessor.

4.1.30. The Lessee may not assign its rights and obligations under the Agreement, in whole or in part, to a third party without the Lessor's written consent.

4.1.31. The Lessee undertakes to promptly notify the Lessor of any change of place of residence (registration), place of sojourn, contact telephone numbers, e-mail address, change of first or last name, change of the particulars of its identity document, change of the particulars of, or deprivation of, its driver's license, actual address, bank account details, or other data provided by the Lessee under the Agreement. In the event of a breach of this requirement, which constitutes a material breach of the Agreement under paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation, the Lessor may, upon notifying the Lessee, repossess the Vehicle early, before the end of the originally agreed rental period, and unilaterally withdraw from this Agreement and/or demand that the Lessee pay a penalty of RUB 10,000 (ten thousand rubles).

4.1.32. Subleasing the Vehicle or other property provided to the Lessee under the Agreement, assigning its rights and obligations under the Agreement, providing the Vehicle or other property for free use, pledging the leasehold rights, or contributing them as a property contribution to business partnerships and companies or as a share contribution to production cooperatives, shall not be permitted.

4.1.33. Throughout the entire rental period, the Lessee must take measures to ensure the safekeeping of the Vehicle, as well as the sets of keys, accessories, and documents for the Vehicle handed over to the Lessee, including measures to prevent unauthorized access to them and to prevent free access to them by third parties not approved by the Lessor to drive under Section 1.3 of the Agreement (the documents and keys to the Vehicle must be kept by the Lessee on its person at all times, in such a way as to preclude free access to them by unauthorized third parties).

4.2. The Lessor shall be obliged to:

4.2.1. Ensure the availability of a set of tires intended for operating the Vehicle in winter/summer conditions, if the rental period involves a change of seasonal conditions.

4.2.2. Ensure servicing and other necessary maintenance of the Vehicle once every three months (in the case of a long-term agreement), but no less frequently than every 10,000 km of mileage. The costs associated with such maintenance shall be borne by the Lessor. The Parties may enter into an agreement to offset such costs against the rental cost.

4.2.3. Ensure prompt, routine/major repair work on units and assemblies that have failed, unless the need for premature repair is caused by the acts (omissions) of the Lessee.

4.2.4. **The Lessor, when concluding the Agreement, must verify the roadworthiness of the Vehicle being rented before it is handed over to the Lessee; by**

signing the Vehicle Acceptance and Transfer Certificate, the Lessee confirms that it has fully familiarized itself with the rules for operating the Vehicle.

If the Lessee discovers defects in the Vehicle that wholly or partly prevent its use and are not defects that could have been identified by the Lessee upon receiving the Vehicle, and that did not arise from the acts/omissions of the Lessee, the Lessor must, within ten days from the date of receiving the Lessee's corresponding notice of the defects, remedy such defects in the Vehicle free of charge, or replace the Vehicle with another similar vehicle in proper condition and available to the Lessor. If the Lessor is unable to do so for any reason, the Lessee may unilaterally withdraw from the Agreement, which shall not relieve it of its obligation to properly return the faulty Vehicle to the Lessor.

If the Vehicle malfunctions and such malfunction is the Lessee's fault, all costs of towing and the obligations for escorting the Vehicle to the agreed place of return shall be borne in full by the Lessee. The Lessee shall not have an obligation to replace the faulty Vehicle with a similar one.

4.3. The Lessee shall have the right to:

4.3.1. Check the engine oil level, tire pressure, and the levels of coolant and windshield washer fluid in the Vehicle. If it is necessary to top up engine oil or coolant, do so at the Lessor's expense (or with subsequent reimbursement of costs).

4.3.2. The Lessee may carry out minor repairs on its own without dismantling the Vehicle's units and assemblies: replacing bulbs in the headlights and taillights, and repairing damaged tires and wheel rims.

4.4. The Lessor shall have the right to:

4.4.1. Monitor the intended use of the Vehicle provided to the Lessee and the safekeeping thereof.

4.4.2. If amounts of fines/expenses/losses charged to the Lessee are deducted from the Security Deposit, the Lessor may require the Lessee, within 6 hours of notifying it, to replenish the Security Deposit to its originally established amount, but in any event to an amount sufficient to cover all charged fines/expenses/losses;

4.4.3. Terminate the Agreement early, before the end of the originally agreed rental period, in the event of a material breach by the Lessee of the terms of the Agreement on the grounds provided for in paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation; the Lessor may, upon giving notice to the Lessee, unilaterally and extrajudicially withdraw from the Agreement and repossess the Vehicle or demand its return from the Lessee. In such a case, the Agreement shall be deemed terminated from the date such notice is sent, or another date, if expressly specified by the Lessor in the notice, and the rental fee may be charged by the Lessor until the Vehicle is actually returned to the Lessor.

4.4.4. Assign its rights and obligations under the Agreement, in whole or in part, to a third party. In the event of an assignment of rights by the Lessor, the Lessor may elect not to send the Lessee notice thereof.

5. INSURANCE. TERMS OF THE LESSEE'S LIMITED FINANCIAL LIABILITY

5.1. The risk of civil liability of vehicle owners is insured in accordance with Federal Law No. 40-FZ dated 25.04.2002 "On Compulsory Insurance of Civil Liability of Vehicle Owners." The insurance premium is included in the rental fee.

5.2. If an insured event occurs under the OSAGO rules and/or under a voluntary insurance policy, the Lessee must, within 24 (twenty-four) hours of the insured event, notify the Lessor thereof, and must collect and provide the Lessor with all documents and evidence necessary for submission to the insurance company to obtain insurance compensation. If the Lessee fails to comply with the requirements of this clause, which constitutes a material breach by the Lessee of the terms of this Agreement on the grounds provided for in paragraph 3 of Article 615, Article 619, and paragraph 2 of Article 450 of the Civil Code of the Russian Federation, the Lessor may, upon giving notice to the Lessee, unilaterally and extrajudicially terminate the Agreement and repossess the Vehicle from the Lessee or demand its return from the Lessee, and all resulting losses shall be compensated in the manner established by the civil legislation of the Russian Federation.

5.3. **For cases of damage to the Vehicle resulting from an accident, the Lessor may, upon conclusion of the Agreement, provide for the Lessee's limited financial liability for a specific Vehicle (an additional service). In such a case, the Lessee shall be liable only for damage to the following components: tires, wheel rims, glass, optics, rear-view mirrors, bumpers (including other parts mounted in/on the bumper), rocker panels and the underbody of the Vehicle, and the loss of decorative wheel caps (Section 1.9 of the Agreement).**

The conditions for applying the limited financial liability and releasing the Lessee from liability for damage to other elements and parts of the Vehicle are (cumulatively):

- the Lessee and/or all persons authorized to drive have, at the time of conclusion of the Agreement, reached the age of 23 and have at least 3 years of driving experience;
- **payment (in the event of damage in an accident) of the "damage coverage" amount, in the amount set by the Lessor upon conclusion of the Agreement according to the tariff for the relevant class of Vehicle;**
- **the Lessee's provision to the Lessor of documents (certificates) from the authorized traffic police authorities (in the case of accidents) or the internal affairs authorities (police) regarding the incident, in the manner and form provided for by applicable law and the Agreement.**

This provision on the Lessee's limited financial liability for damage to other elements and parts of the Vehicle shall apply only where the Lessee voluntarily (out of court) satisfies the Lessor's financial (monetary) claims. If the Lessee refuses to compensate the losses and damage to the Vehicle (taking into account the limited financial liability) and to pay the "damage coverage" amount for other elements and parts of the Vehicle out of court, this provision of the Agreement shall lose effect once the Lessor applies to court, and the Lessor may recover from the Lessee the full amount of the damage caused to the Vehicle.

In this regard, the above provisions and any other provisions of the Agreement that in any way limit or release the Lessee from financial liability for damage to the Vehicle shall not apply to incidents (events) occurring on unpaved dirt roads, occurring outside the agreed operating territory of the Vehicle, or resulting from flood damage (water damage) to the Vehicle.

5.4. If the Vehicle provided to the Lessee is insured under a CASCO policy against the risks of "theft" and "damage," then in the event of theft of or damage to the Vehicle, the condition for releasing the Lessee from financial liability with respect to the insured elements is, in addition to providing the documents on the incident (see Section 5.3), also providing the original documents for the Vehicle and the keys issued to the Lessee.

5.5. If the Lessee fails to provide the documents and keys for the stolen or damaged Vehicle and the documents on the incident (accident, damage to the Vehicle caused by a natural disaster, natural phenomena, man-made incidents, or the actions of third parties), regardless of whether a CASCO policy exists for it, the Lessee shall in any event bear full financial liability for any damage to and/or loss of the Vehicle.

6. ADDITIONAL TERMS AND FINAL PROVISIONS

- 6.1. The Agreement shall be deemed concluded by the Lessee signing the accession agreement, which represents the terms of accession to this Agreement.
- 6.2. The Acceptance and Transfer Certificate (Appendix No. 1) is an integral part of the accession agreement (the Agreement) and is drawn up in two counterparts, one of which is held by the Lessee and the other by the Lessor.
- 6.3. The Parties acknowledge the legal validity of e-mails, including documents in the form of scanned PDF copies signed by a Party, as well as messages sent by e-mail or through the functionality of the Personal Account on the Lessor's official website at <https://msk.arendacar.ru> (hereinafter, the "Personal Account"), and via the WhatsApp and Telegram applications specified by the Parties upon conclusion of the Agreement, and/or delivered to a Party by another means of communication from the addresses specified in the Agreement, and they recognize such communications as equivalent to paper documents signed by hand. The Parties may subsequently exchange paper originals of documents concluded through the use of such electronic means of communication.
- Messages sent to the Lessee by e-mail shall be deemed received by the addressee at the time they are sent. Messages (information) sent to the Lessee's Personal Account shall be deemed delivered to and received by the Lessee at the time they are posted in that Lessee's Personal Account. The Lessee shall bear all risks associated with failing to review messages posted in its Personal Account.
- 6.4. The Lessor shall bear no liability for, and shall not store, items left by the Lessee in the Vehicle after its return to the Lessor.
- 6.5. For the purpose of concluding, performing, and amending (terminating) the Agreement, and for its entire term, as well as until the obligations arising from the Agreement have been fully and properly performed, the Lessee gives its consent to the Lessor to process its personal data (and that of the Lessee's representatives) (meaning any action (operation) or set of actions (operations) performed on personal data, with or without the use of automation tools, including the collection, recording, systematization, accumulation, storage, clarification (updating, amendment), retrieval, use, transfer (dissemination, provision, access), depersonalization, blocking, erasure, and destruction of personal data), such as: last name, first name, patronymic, sex, age, date and place of birth, passport details, registered address of residence and actual place of residence, and telephone numbers (home, mobile)
- By its signature, the Lessee confirms its consent that the personal data obtained by the Lessor may be transferred to third parties if necessary for the performance of the Lessee's obligations (or to compel the Lessee to perform its obligations) to the Lessor under the Agreement.
- The Parties also acknowledge that, upon the occurrence of the circumstance of the Lessee having outstanding debt (a condition precedent) under the terms of the Agreement, the Lessor may fulfill its obligation to notify the Lessee of the engagement of third parties to interact with the Lessee (part 1 of Article 9 of Federal Law No. 230-FZ dated July 3, 2016, "On Protecting the Rights and Legitimate Interests of Individuals in Debt Collection Activities and on Amendments to the Federal Law 'On Microfinance Activities and Microfinance Organizations'") by sending a notice to the Lessee's e-mail address or other contact details.
- All actions involving personal data shall be carried out in accordance with the Lessor's personal data processing policy posted on the Lessor's official website at <https://msk.arendacar.ru/privacy/>.
- 6.6. Disputes arising from the Agreement shall, as a general rule, be heard in the Kuntsevsky District Court of the city of Moscow. Disputes arising from the Agreement in which the Lessee, as an individual, acts as the claimant in the capacity of a consumer shall be heard in accordance with part 2 of Article 17 of the Federal Law "On the Protection of Consumer Rights" and paragraphs 7 and 9 of Article 29 of the Civil Procedure Code of the Russian Federation, and may be brought, at the claimant's (consumer's) election, in the court of the claimant's place of residence or sojourn, or at the place of conclusion or performance of the Agreement, or at the Lessor's location.

7. ADDRESSES, PARTICULARS, AND SIGNATURES OF THE PARTIES

Lessor: name Address: INN KPP OGRN Bank account details Phone: E-mail:	Lessee: Full name of individual Actual place of residence, registration address Phone: E-mail: Phone number,
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Signature of the Lessor

Signature of the Lessee