

## LONG-TERM RENTAL AGREEMENT

### PART II General Terms and Conditions of the Vehicle Rental Agreement

#### 1. Subject of the Agreement

The Lessor shall transfer the vehicle to the Lessee for hire, and the Lessee shall accept the vehicle for hire and undertake to pay the Lessor the rent and other payments in accordance with the procedures and in the amount specified in this Agreement.

#### 2. Duration of the Agreement

2.1. The Agreement shall be in force for the period specified in the Framework Regulations or until termination of the Agreement in accordance with the procedures laid down in the Agreement.

2.2. The termination of the Agreement shall not exempt the Parties from the full fulfilment of the obligations entered into during the term of the Agreement.

2.3. The minimum duration of the Agreement may not be less than 30 days.

#### 3. Transfer of the vehicle to the Lessee

3.1. The Lessor hands over the Vehicle to the Lessee upon the Parties' signing the Vehicle Acceptance - Transfer Act.

3.2. It is the Lessee's duty to check the condition of the transferred Vehicle and to certify with his/her signature that it corresponds to the condition specified in the Vehicle Acceptance - Transfer Act. All complaints received after that are considered unfounded and the Lessee assumes responsibility for them, unless the Lessee provides the Lessor with objectively substantiated evidence that such damage was not caused by the Lessee's fault.

3.3. The Lessee must accept the Vehicle from the Lessor within 7 (seven) days of signing the Agreement. In case of delay of the time period specified in this Clause of the Agreement, the Lessee shall pay the Lessor, in addition to the rent, a fee for the storage of the Vehicle in the amount of EUR 50 (fifty euros) plus value added tax for each day of delay.

#### 4. Return of the Vehicle to the Lessor

4.1. The Lessee shall return the Vehicle to the Lessor at a place specified by the Lessor, on the last day of the lease period specified in the Framework Regulations or on the day of termination of the Agreement, if the Agreement is terminated prematurely.

4.2. The Lessee shall return the vehicle to the Lessor, upon the Parties' signing the Vehicle Acceptance - Transfer Act.

4.3. The Lessee has to return the Vehicle in good condition and working order (allowing normal

wear and tear).

4.4. If the Lessee does not return the vehicle to the Lessor within the time period laid down in Clause 4.1, then the Lessee shall, upon request of the Lessor, pay the Lessor the rental fee in double amount for each day of delay after the specified date and until the Lessee returns the vehicle to the Lessor in accordance with the procedures laid down in the relevant clause, paying for each day the amount determined by dividing the rental fee in the last lease period until the relevant date by the number of days in the relevant lease period.

4.5. If the Lessee does not return the Vehicle to the Lessor within 12 hours after the expiry of this Agreement or at the request of the Lessor, the Lessee hereby agrees that the Lessor has the right to take over the Vehicle in a non-contentious manner and the acquisition of such Vehicle shall be considered as voluntary return of the Vehicle to the Lessor by the Lessee. If the Lessee does not comply with the provisions of the Agreement and does not remedy the infringement within a reasonable period of time, even after receiving the Lessor's warning, in particular if he/she does not return the Vehicle at the intended place and time, the Lessee shall authorize the Lessor to receive the Vehicle back without delay, regardless of where it is located, without prior notice thereof, and shall relieve the Lessor of liability for damage or payments resulting from the recovery of the Vehicle. The Lessor shall not be liable for loss or damage to objects or materials being in the Vehicle at the time of its recovery. However, he/she must do everything to protect the Lessee's interests.

4.6. If the Lessee delays the transfer of the Vehicle for more than 2 (two) days, the Lessor may consider the Vehicle stolen and, before attempting to contact the Lessee by telephone and sending a warning to the Lessee's email address, refer with the Vehicle theft to law enforcement authorities. The relationship between the Parties in such a case shall not be considered a civil dispute.

4.7. The Lessor shall not be liable for any loss or damage to any property or value carried or left in the Vehicle by the Lessee. The Lessee hereby relieves the Lessor of any liability for acts, payments, complaints and injuries resulting from such loss or damage.

4.8. By reaching a mutual agreement in writing, the Parties may agree on extension of the Lease period.

4.9. By concluding a separate agreement between the Parties, the Lessee may acquire the right to purchase the Vehicle after the end of the Lease period.

4.10. When the Lessee returns the Vehicle to the Lessor, the Lessee is obliged to pay for the comprehensive diagnosis (check) of the Vehicle at an official dealer service, and if as a result of the check it is determined that repairs are necessary, to pay the full amount of the repairs.

## 5. Amount of Rental fee and order of payment.

5.1. The Rental fee for the Vehicle during the term of the Agreement shall be determined as a monthly payment in the amount specified in the Framework Regulations. The period for which the Rental fee is payable starts on 1<sup>st</sup> (first) day of the Lease period.

5.2. The first monthly payment of the Rental fee shall be made by the Lessee after the transfer of the Vehicle to the Lessee.

5.3. The Lessee makes payment for the rent of the Vehicle for the current month by the 15th day of the current rental month according to the invoice provided by the Lessor by a transfer to a bank account specified in the Framework Regulations or specified by the Lessor separately in writing. The payment date is considered the day when the money has arrived in the Lessor's current account.

5.4. If the deadline for payment of the Rental fee coincides with a holiday or a public holiday, then payments must be made on the previous working day.

5.5. In accordance with the procedure established by law, the Lessor can set off the settlement of its claims arising from the Agreement with any payments received from the Lessee.

5.6. The Lessee may not set off any of the Lessor's claims arising from the Agreement with its counterclaims against the Lessor.

5.7. The Parties agree that the Lessor will prepare invoices in electronic form, and they will be valid without signature and stamp. The Lessor sends invoices to the Lessee's electronic mail address specified in the Framework Regulations.

5.8. If specified in the Framework Regulations, the Rental fee may additionally include:

5.8.1. fees and technical inspection by the Road Traffic Safety Directorate, which shall be arranged by the Lessor;

5.8.2. regular scheduled maintenance arranged by the Lessor;

5.8.3. equipment and accessories for the Vehicle required by law;

5.8.4. OCTA compulsory civil insurance;

5.8.5. CASCO land vehicle insurance, or, in the case of specialized equipment - another type of insurance determined by the Lessor;

5.8.6. administration of insurance events;

5.8.7. allowable mileage during the period of use according to Finansum's rental offer.

5.9. The Rental fee shall not include:

5.9.1. repair costs incurred as a result of careless operation of the Vehicle;

5.9.2. interior damage caused by smoking;

5.9.3. interior and exterior damage caused by the use of unauthorized additional equipment;

5.9.4. refuelling;

5.9.5. Other expenses related to the use of the Vehicle not mentioned in Clause 5.8 of the Agreement, with the exception of Additional services chosen by the Lessee and specifically specified by the Parties in the Framework Regulations.

5.10. If the Lessee terminates the agreement after the Agreement has been signed and the Lessor has received the first payment in the account, the Lessor is not obliged to return the money paid by the Lessee and the Lessee does not have the right to demand the return of the money paid.

5.11. During the Lease period, the Lessor is not obliged to provide the Lessee with another

Vehicle, if the rented Vehicle has been involved in a traffic accident, has been damaged, destroyed, stolen, etc.

5.12. Extreme inflation or devaluation. In the event of extreme inflation during the term of this Agreement, the rent payable under this Agreement shall be based on the currency value at the time of execution of this Agreement. In the sense of this Agreement, it is agreed that "extreme inflation" occurs when the average inflation of the last 12 (twelve) months reaches fifteen percent (15%), which is reflected in the official report of the official statistics of Latvia. In such case, the rental fees are adjusted monthly based on Average inflation and the value of the currency at the time of execution of this Agreement.

## 6. Rights and obligations of the Parties

### 6.1. The Lessor shall have the right:

6.1.1. at any time, upon notification at least 3 (three) days in advance, to check the visual and/or technical condition of the Vehicle, or to make sure whether the Lessee fulfills his obligations set out in the Agreement;

6.1.2. to take possession of the Vehicle at any time, exercising the rights provided for in this Agreement;

6.1.3. to collect, compile and save data about the Vehicle using MapOn and Fleetcontrol services (as well as other services if necessary). Payment of the above mentioned services is not included in the Rental fee;

6.1.4. In the event that the 12 months EURIBOR (Euro Interbank Offered Rate) rate increases by 1 (one) percent or more since the conclusion of the Agreement, the Lessor has the right to unilaterally recalculate the monthly payment. In such a case, the monthly payment is recalculated from the moment the new EURIBOR rate comes into force without additional amendments to this Agreement;

6.1.5. In the event that, since the conclusion of the Agreement, the leased vehicle is involved in an accident or otherwise damaged, the Lessor has the right to unilaterally recalculate the monthly payment.

### 6.2. The Lessor undertakes:

6.2.1. to provide compulsory civil insurance of the Vehicle (OCTA) and insurance against damage and theft (CASCO);

6.2.2. to submit to the Lessee an invoice for the Rental fee, no later than on the 4th day of each month and according to the payment schedule, and the Invoices for other payments specified in the Agreement that are related to the Vehicle rental;

### 6.3. The Lessee shall have the right:

6.3.1. to use the Vehicle without hindrance, except if the Lessor exercises the rights directly stipulated in the Agreement;

6.3.2. to receive from the Lessor information about the proper operation of the Vehicle and its technical parameters.

#### 6.4. Obligations of the Lessee.

##### 6.4.1. The Lessee undertakes:

6.4.1.1. to pay the Rental fee in accordance with the terms of the Agreement;

6.4.1.2. To comply with the terms of the Agreement;

6.4.1.3. to immediately inform the State Police and the Lessor (phone +371 25759000) if there has been a theft of the Vehicle, a traffic accident or the effect of other external forces on the Vehicle;

6.4.1.4. If the Vehicle registration certificate and/or the Vehicle ignition key are lost, to cover the Lessor for all the resulting losses;

6.4.1.5. In case of theft of the Vehicle, to submit the Vehicle registration certificate and all Vehicle ignition keys to the Lessor, including all of the original ignition keys;

6.4.1.6. to fully cover the losses incurred by the Lessor if the Lessee has not fulfilled the terms of the Agreement, as well as if the insurance company has reasonably recognized that the damage or theft of the Vehicle occurred due to any malicious intent or gross negligence of the Lessee, including the driver's alcohol or drug intoxication, fatigue or speeding. Without being limited to the above, the Lessee covers all damages not covered by the insurance company.

6.4.2. The Lessee and all authorized drivers of the Vehicle must take all precautions to protect the interests of the Lessor and the interests of the insurer chosen by the Lessor by performing the following actions in the event of a road traffic accident during the Lease period:

6.4.2.1. recording the names, surnames and addresses of the persons and eyewitnesses involved in the road traffic accident;

6.4.2.2. assuming no fault or responsibility;

6.4.2.3. reporting to the police immediately and not leaving the scene of the accident until the police have given permission; in case the police gives permission - filling out documents regarding the accident and sending them to the Lessor within 24 hours. If the legislation allows, filling in the agreed-upon statement correctly.

6.4.3. The Lessee is obliged to inform the Lessor immediately by telephone and no later than within 24 hours in writing, in the event that:

6.4.3.1. the vehicle disappears, is detained by third parties, is damaged, is completely or partially destroyed, or the Lessee becomes aware of the possibility of such circumstances, the Lessee is obliged to take all measures to reduce the losses caused as a result of the said circumstances;

6.4.3.2. the Lessee's legal details change, or the Lessee's address, telephone number or e-mail address changes during the term of the Agreement;

6.4.3.3. a decision is made regarding the Lessee's liquidation or reorganization, or an application is submitted to the court to recognize the Lessee as insolvent;

6.4.3.4. other important events occur which may affect the fulfilment of the obligations of the Lessee specified in the Agreement;

6.4.3.5. the technical or insurance documentation of the vehicle has been lost or damaged;

6.4.3.6. during the term of this Agreement, a representative of the Lessee who has used the Vehicle is subject to administrative or other punishment that is related to the use of the vehicle and may be recovered from the Lessor.

6.4.4. Regarding violations of road traffic or parking rules and other mandatory payments imposed on the Lessee, which may be collected from the Lessor in connection with any type of violations related to the use of the Vehicle during the term of this Agreement (or after the expiration of the Agreement, if the Lessee or the Lessee's representative who has used the Vehicle has used the Vehicle at the time the fine is fixed), the Lessee is obliged to immediately pay the fines, deductions and commission for the administration of the fine imposed on him. The Lessor has the right to issue an administrative commission of up to EUR 150.00 (one hundred and fifty euros and 00 cents), excluding VAT, for each violation, an additional fine of up to 50% of the amount of the fine, in case the Lessee does not immediately pay the imposed fine and the commission for the administration of the fine.

6.4.5. The Lessee certifies that he/she is fully responsible, to the fullest extent permitted by the laws and regulations, for the inspection and recognition of the Vehicle and any service provided as acceptable to him/her before the Lessee accepts any of the above, including:

6.4.5.1. that the Vehicle corresponds to its description;

6.4.5.2. that the service has been provided with due care and skill and that all materials supplied in connection with the relevant Service are adequately suited to the needs of the Lessee;

6.4.5.3. regarding the condition, validity, quality of the Vehicle and every service and its suitability for the Lessee's needs.

6.4.6. Without the prior written consent of the Lessor, the Lessee is not entitled to:

6.4.6.1. to sell or alienate the Vehicle in any way;

6.4.6.2. to lend, lease or otherwise transfer the possession of the Vehicle to third parties;

6.4.6.3. to establish any security or allow the establishment of any other rights of third parties thereon.

## 7. The use of the Vehicle:

7.1. The Vehicle shall always remain the property of the Lessor or a financier (credit institution) engaged by the Lessor. The Lessee has only the right to use it.

The Lessee is obliged to perform all actions that the Lessor requires the Lessee to perform in order to protect the Lessor's rights to the Vehicle. If a question is raised about the ownership of the Vehicle, the Lessee is obliged to clearly indicate to other persons that the Vehicle belongs to the Lessor or the financier.

7.2. The Lessee has to ensure that the Vehicle is used:

7.2.1. for the purposes for which it is intended and in accordance with the written instructions and recommendations of the manufacturer and the Lessor (which the Lessee has been introduced to), observing the requirements specified in the technical documentation of the Vehicle;

7.2.2. in a safe manner, without posing a risk to the health and property of other persons;

7.3. The Lessee may not use the Vehicle:

7.3.1. for passenger transportation for a fee, regardless of whether it is done intentionally or unintentionally, without the Lessor's written consent;

7.3.2. to push or tow any other vehicle or object;

7.3.3. to transport goods in violation of customs regulations or in any other illegal way;

7.3.4. if the driver is under the influence of alcohol or drugs;

7.3.5. during for motor racing or in preparation to it;

7.3.6. for driver training.

7.4. Departure, exporting or use of the Vehicle outside the territory of Latvia is permitted for the Lessee only if the Lessee has no outstanding obligations to the Lessor arising from the Agreement, and subject to the following conditions of geographical restrictions:

7.4.1. In the European Economic Area and in Switzerland - allowed without additional agreement with the Lessor.

7.5. Departure, exporting or use of the vehicle in the countries not directly mentioned in Clause 7.4 of the Agreement is prohibited.

8. Repairs and maintenance.

8.1. The Lessee is obliged to keep the Vehicle in good condition and in working order (allowing for normal wear and tear), including ensuring that the Vehicle is maintained at intervals recommended by the manufacturer. The Lessee is obliged to use only spare parts recommended or approved by the manufacturer for the respective purpose of use.

8.2. The Lessee is obliged to inform the Lessor that the deadline for the routine maintenance is approaching at least 300 km or 3 days (whichever comes first) before the end of the maintenance interval specified by the Vehicle's manufacturer.

9. Modifications.

9.1. Without the prior written consent of the Lessor, the Lessee is not entitled to:

9.1.1. make any modifications to the Vehicle or install any additional equipment; or

9.1.2. install anything inside or outside the Vehicle;

9.1.3. The Lessee is obliged to ensure that any such modifications and installation of additional equipment takes place only at the Authorized Service Center.

9.2. Anything installed inside or outside the Vehicle becomes part of the Vehicle and the property of the Lessor. This includes all spare parts and accessories.

9.3. The Lessor has the right to provide the Vehicle with additional safety equipment and global

positioning systems at his/her discretion. The Lessee is strictly prohibited to dismantle and/or interfere with and/or damage the operation of the installed additional safety equipment and global positioning system.

## 10. Permissible monthly mileage

10.1. The Lessor calculates the Rental fee for this Lease, assuming that during the Lease period the Vehicle will not have driven more than the Permissible Mileage specified in the Framework Regulations and will not have driven more than the average annual permissible mileage resulting from the total Permissible Mileage.

10.2. At any time during the Lease period, the Lessor has the right to check the number of kilometers driven by the Vehicle.

10.3. If the number of kilometers traveled at the end of the Lease period is greater than the Permissible Mileage, the Lessor is entitled to charge a fee of EUR 0.50 (fifty euro cents) plus VAT for each kilometer that has exceeded the Permissible Mileage.

10.4. If the Agreement is terminated before the end of the Lease period specified in the Framework Regulations, the Permissible Mileage will automatically decrease in proportion to the duration of the Agreement in relation to the Lease period provided for in the Framework Regulations.

## 11. Insurance.

11.1. The Lessor provides the compulsory civil insurance (OCTA) and land vehicle insurance (CASCO) for the Vehicle and presents the invoice for payment to the Lessee. The minimum insurance period is 1 (one) year. In case of termination or early termination of the Agreement, the Lessor does not refund to the Lessee the fee paid by the Lessee for the lease period that he/she has not used.

11.2. In case of damage to the Vehicle, the Lessee is obliged to pay the deductible for each road traffic accident or damage caused in other circumstances according to the invoice issued by the Lessor at the same time as the current Rental fee payment. The Lessee must pay the deductible for damages regardless of the circumstances of their occurrence and regardless of whether the Lessee is at fault for the damage or not. The Lessee has the right to request from the Lessor at any time substantiating and confirming information on the amount of deductible;

11.3. The Lessee is obliged to pay the deductible in the event of theft, robbery or loss of the Vehicle, according to the invoice issued by the Lessor, at the same time as the current Rental fee payment, in the amount specified in the Vehicle insurance policy. The Lessee has the right to request from the Lessor at any time substantiating and confirming information on the amount of deductible;

11.4. In the event of a CASCO or OCTA insurance event, the Lessee is responsible for drawing up a police report or an agreed accident report in accordance with the requirements of the applicable laws, the provisions of this Agreement and insurance conditions. The Lessee is not authorized to plead guilty. In case of failure to comply with the requirements of this clause (but not limited to it), the Lessee shall cover the Lessor and third parties for all direct losses incurred.



11.5. If, in the event of destruction, theft or robbery of the Vehicle, the insurance indemnity is received, the Lessor will first direct it to the payment of the Lessee's debts. If the paid insurance indemnity is not sufficient to settle the Lessee's debts, then the Lessee is obliged to pay the difference to the Lessor within the term specified in the Lessor's notification.

11.6. The Lessee is obliged to pay the full amount for the repair costs within 15 (fifteen) days from the receipt of the Lessor's notification (repair costs must not exceed the prices of official dealer services for specific works in the Republic of Latvia) if the damage has occurred due to the actions of the Lessee as a result of which the insurer justifiably refuses the payment of indemnity, as well as the current value of the rental object in the event of theft/robbery or destruction of the Vehicle (the value of the Rental object is the market value of the Vehicle at the time of theft/robbery or destruction) if the insurer justifiably refuses indemnity payments or the occurrence of losses is not included in the insured risks.

## 12. Additional services:

The Lessor provides the Lessee with the additional services mentioned in this clause of the Agreement, which the Lessee has chosen in clause 3.2 of the Framework Regulations, by making an appropriate approval mark or list. All additional services and equipment (including, but not limited to insurance, seasonal tires, security systems) are chosen by the Lessor.

## 13. Liability.

13.1. The Parties are responsible for the damages caused as a result of non-fulfillment or improper fulfillment of the obligations specified in the Agreement.

13.2. The Lessee is fully responsible for any person injured or killed, or property damaged or destroyed, by means of the Vehicle or its use, and if this occurred due to the Lessee's culpable act or omission.

13.3. Upon the acceptance of the Vehicle, the Lessee assumes all risks for the destruction or damage of the Vehicle and the responsibility of the owner of the source of increased danger, as well as the Lessee is responsible for the overt and hidden defects and damages of the Vehicle caused by the Lessee's action or inaction.

13.4. For the delay of any payment specified in the Agreement, the Lessee shall pay to the Lessor late payment interest for the use of capital in the amount of 0.5% (zero point five percent) of the unpaid amount.

13.5. In addition to the obligation to pay the contractual penalty specified in clause 13.4 of this Agreement, the Lessor reserves the right to demand from the Lessee the statutory interest on late payment as well.

13.6. In addition to other provisions of the Agreement, the Lessee must pay the Lessor an administration fee or penalty in the following cases and in the following amount:

13.6.1. Administration fee for allowing the Vehicle to be exported outside the European Economic Area (EEA) contrary to the terms of the Agreement – 5000.00 euros, excluding VAT;

13.6.2. Administration fee in the amount of 5000.00 euros, excluding VAT, for violations of road

traffic rules, as a result of which public persons (officials) alienate the Vehicle or its parts;

13.6.3. Administration fee for violations of vehicle parking rules in the amount of EUR 150.00 (one hundred and fifty euros and 00 cents), excluding VAT, additional penalty of up to 50% of the fine amount.

13.7. The Lessee and members of the Lessee's management board are responsible with all their movable and immovable property and undertake to fully compensate the Lessor within ten days for all losses caused by the use of the Vehicle by the Lessee which the insurance company does not compensate or justifiably refuses to pay the insurance indemnity, including damage caused, for example, by driving under the influence of alcohol, by driving aggressively or by grossly violating road traffic rules, in case of confiscation, alienation or loss of the car, as well as all other losses attributed to the Lessor.

#### 14. Force Majeure

14.1. The Parties are exempted from responsibility for full or partial non-fulfillment of the obligations provided for in this Agreement, if such non-fulfillment occurred as a result of Force Majeure circumstances (occurred after the date of signing the Agreement), such as calamities or misfortunes, that could neither be foreseen nor prevented. Such Force Majeure circumstances includes events beyond the control and responsibility of the Parties (natural disasters, floods, fire accidents, earthquakes and other natural disasters, as well as war and hostilities, strikes, etc.).

14.2. Upon the occurrence of Force Majeure circumstances, any Party is obliged to prove that all possible measures have been taken (taking into account the circumstances that have arisen) for mitigation of losses that could arise due to foreseeable events/circumstances and for the commitments that cannot be covered by force majeure to be, in essence, fulfilled. The Party under Force Majeure circumstances shall immediately, but not later than within 3 (three) working days after the occurrence of Force Majeure circumstances, notify the other Party in writing about it, attaching to the report a statement issued by the competent authorities, which contains the confirmation of the said circumstances and characteristics thereof.

14.3. If, due to the mentioned circumstances, this Agreement does not operate for more than 2 (two) months, each Party has the right to refuse the execution of this Agreement. In this case, neither Party can claim compensation for damages resulting from the termination of this Agreement.

#### 15. Termination of the Agreement.

15.1. The Agreement shall terminate after full fulfillment of the obligations of the Parties.

15.2. The Lessee, in accordance with the procedures laid down in this clause of the Agreement, is entitled to unilaterally withdraw from the Agreement, notifying the Lessor thereof in writing at least 30 (thirty) days in advance and:

15.2.1. covering the difference between the current value of the Vehicle and the seller's early repurchase after evaluation, and paying the Lessor a commission in the amount of 6 (six) rental payments, or

15.2.2. By paying 6 (six) rental payments to the Lessor and selling the Vehicle to a third party,

and:

15.2.2.1. If the sale price is below the value of the Vehicle at a particular time, the Lessee shall compensate for the difference between the sale price and the residual value at a particular time;

15.2.2.2. If the sale price is equal to the value of the vehicle at a particular time, then the Lessee shall not make any payments;

15.2.2.3. If the sale price is higher than the value of the Vehicle at a particular time, then the Lessor and the Lessee share in equal parts (in half) the profit share, which is equal to the amount between the sale price and the residual value at a particular moment.

The Lessee shall have the right to choose the termination procedure described in Clause 15.2 of the Agreement, giving priority to the most economically advantageous option for the Lessee.

15.3. The Lessor has the right to unilaterally withdraw from the Agreement by notifying the Lessee in writing at least 3 (three) months in advance.

15.4. The Lessor has the right to immediately withdraw from the Agreement by informing the Lessee, if:

15.4.1. the Lessee violates the provisions of clauses 6.4, 7, 8, 9 of the Agreement and the Lessee has not remedied the specific violation within a reasonable time after the Lessor's written warning (to the Lessee's e-mail address) or delays any payment resulting from the Agreement for more than 14 days;

15.4.2. the Vehicle has been stolen, hijacked, destroyed, cannot be found, has been confiscated, recovered or its operation is impossible for other reasons;

15.4.3. The court has declared the Lessee's insolvency process or the Lessee's liquidation has been initiated.

15.5. The Lessor does not refund the first payment made by the Lessee specified in the Framework Regulations.

15.6. In the cases specified in clauses 15.4 and 13.6.2 of the Agreement, the Lessor has the right to take possession of the Vehicle without prior notice. In such case, the Lessor shall not compensate the Lessee for any damages, but the Lessee shall be additionally obliged to cover all costs and damages (both direct, indirect and incidental) incurred by the Lessor in this way, as well as all fines and penalties imposed on the Lessee (and/or on the Vehicle).

## 16. Dispute resolution.

Any dispute, disagreement, discrepancy or claim arising out of this Agreement and concerning its breach, termination or invalidity, shall be resolved by negotiation. If it is not possible to reach an amicable settlement within 14 (fourteen) days from the date of the dispute, then any dispute, disagreement or claim arising from this Agreement will be finally settled in the First Arbitration Court (registered in the Arbitration Register of the Register of Enterprises under No. 40003738168), in accordance with the rules of this arbitration court, in the order of a written process, in the composition of one arbitrator, or in a court in accordance with the procedures specified in the regulatory acts of the Republic of Latvia, at the choice of the plaintiff.

17. Other conditions.

17.1. The Agreement enters into force at the moment of its signing and is valid until the Parties' obligations are fully fulfilled.

17.2. If value added tax (VAT) rates and/or fees are changed (introduced, increased or decreased) during the term of the Agreement, the Lessor maintains the price of the service without VAT, but the VAT rate is applied in accordance with the rate determined by the laws of the Republic of Latvia.

17.3. The laws and regulations of the Republic of Latvia shall be applied to the Agreement and shall be applicable thereto.

17.4. The Parties shall not be entitled to transfer, in whole or in part, the rights and obligations provided for in this Agreement to third parties without the written consent of the other Party.

17.5. The Parties undertake, except in cases provided for by the laws of the Republic of Latvia and other regulatory acts, not to disclose to third parties information related to this agreement, its text, terms of payment for services, as well as other confidential information about the activity of the other Party.

17.6. All shipments are sent by the Parties to each other by registered mail to the address specified in the Framework Regulations. The shipment is considered received on the 5th day after its delivery to the post office.

17.7. This Agreement is concluded in English language.

17.8. The contract is signed in 2 (two) copies. Each of the Parties keeps one copy of the Agreement.

17.9. The person who signs the Agreement on behalf of a legal entity/company as a natural person undertakes to answer to the Lessor as a debtor himself for the Lessee's obligations and claims (contained in the Agreement) that the Lessor may have or have had against the Lessee for non-performance or improper performance of the Lessee's obligations or any other claims of the Lessor against the Lessee arising from the Agreement and the law.

17.10. Any amendments to the terms of the Agreement and additional agreements shall be made in writing and signed by both Parties.