

Vehicle rental agreement with the right to purchase

pursuant to Section 2201 et seq. of the Civil Code

D – Mobility Czech Republic s.r.o., ID No.: 07584466, Krocínova 333/3, Prague 1, Old Town, 110 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 303544, hereinafter referred to as the "Lessor", on the one hand, and [REDACTED], hereinafter referred to as the "Lessee", on the other hand, jointly referred to as the "Parties", have entered into this Agreement (hereinafter referred to as the "Agreement").

This Agreement is executed in the Czech language, and only the Czech version shall be binding upon the Parties. The English version is provided for information purposes only, even if signed. In case of any discrepancies between the Czech and English versions, the Czech version shall prevail.

1. Subject matter of the contract

1.1. The Lessor shall provide the Lessee with a vehicle (hereinafter referred to as the "Vehicle") for use with the right of redemption in accordance with the terms and conditions of the Contract; The Lessee is not obliged to purchase the Vehicle.

1.2. The Lessee chooses the specific Vehicle, the rental period and the frequency of rental payments in the Anytime Carsharing Mobile Application (hereinafter referred to as the "Mobile Application"). Depending on the choice, the Lessee has access to information about the rental amount, the number of rental days, the maximum mileage allowed and other conditions of the Vehicle rental prior to booking (entering into the Agreement).

1.3. By concluding the Agreement, the Lessee confirms that he/she has read the terms and conditions of the Agreement and the related General Terms and Conditions, understands their content, agrees with them and undertakes to comply with the requirements set out therein.

2. Contract. Procedure for the takeover, transfer and use of vehicles

2.1. The Lessee concludes the Contract electronically through the Mobile Application by selecting the ForEver tariff.

2.2. Prior to concluding the Agreement, the Lessee may familiarize themselves with the Vehicle in detail, check its condition and driving characteristics by selecting any other tariff in the Mobile Application.

2.3. The Contract is concluded at the moment when the Lessee reserves the Vehicle. Reservations are made by pressing the "Book" button after selecting the rental conditions and familiarizing the Lessee with the text of the terms and conditions of the Agreement in the Mobile Application.

2.4. The Contract is effective under the above conditions at the moment when the Lessee electronically signs the Vehicle Takeover Protocol, but in any case no later than at the moment of unlocking the Vehicle door lock / starting the engine / starting the movement (whichever occurs first).

2.5. The subsequently signed paper version shall be identical to the electronic version of the Agreement and the signatures of the Parties on the paper version shall serve to confirm the electronic version of the Agreement.

3. Mileage

3.1. The maximum mileage allowed by the Vehicle when used by the Lessee is 25,000 km per year.

3.2 If the maximum permitted number of kilometers specified above is exceeded, the Lessee undertakes to pay the Lessor the contractual penalty agreed in the Schedule 3 – Penalty system.

3.3 The actual mileage is monitored by both the Lessor and the Lessee on an ongoing monthly basis throughout the term of hire. For periods of less than one year, the aliquot part shall be used.

4. Rights and obligations of the parties

4.1. Rights of the lessee:

4.1.1. to require the Lessor to fulfil its obligations under the Contract;

4.1.2 The lessee has the right to arrange vehicle accident insurance at his/her own expense.

4.2. Lessee's obligations:

4.2.1. in all cases where the Lessee does not exercise the right to purchase the Vehicle, the Lessee is obliged to return the Vehicle to the Lessor in a proper technical condition corresponding to normal wear and tear after the end of use; normal wear and tear is considered to be a condition where there is acceptable damage to the Vehicle as defined in Annex No. 4 – Definition of Normal Wear and Tear of the Vehicle; in the event that an unacceptable nature of the damage (excessive wear) is found on the Vehicle within the meaning of Annex No. 4, the Lessor has the right to require the Lessee to reimburse the costs of repairing the Vehicle to the extent necessary to restore the Vehicle to a condition corresponding to normal wear and tear; the cost of the repair is determined according to the work actually performed and the parts used, and it may also be the replacement of a part with a new one, if it is not objectively possible to carry out the repair so that the result corresponds to the definition of normal wear and tear;

4.2.2. at the request of the Lessor, to provide cooperation in negotiations with the authorities in matters related to the use of the Vehicle by the Lessee;

4.2.3. in the event that administrative proceedings are initiated in connection with the use of the Vehicle by the Lessee, the Vehicle is withdrawn or detained (including towing) or another official action concerning the Vehicle is taken, the Lessee is obliged to take all actions necessary to settle such proceedings or measures and to release or return the Vehicle at its own expense; The lessee is also obliged to participate in such proceedings in person and to pay all associated costs and sanctions; if the Lessee fails to obtain the termination of administrative proceedings or other official actions or to recover the Vehicle, even after all usual steps have been taken, the Lessor is obliged to provide the Lessee with the necessary cooperation if the Lessee so requests; the costs of providing the cooperation of the Lessor shall always be borne by the Lessee; the amount and method of payment of these costs shall be determined according to the actual costs incurred by the Lessor, but at least in an adequate amount corresponding to the usual price of such service;

4.2.4. independently and at its own expense to replenish the fuel level in the Vehicle with fuel of the type and brand specified by the manufacturer;

4.2.5. at the end of the hire period, to bring the Vehicle in accordance with the terms and conditions of the Contract at the place specified by the Lessor with the documents relating to the Vehicle, the equipment of the Vehicle available at the time of taking over the Vehicle and the keys to the Vehicle;

4.2.6. to pay separately additional costs related to the operation of the Vehicle which go beyond the scope of the performance of the Lessor, including, but not limited to: the costs of repairing and removing damage to the Vehicle, if there is no known tortfeasor who would be liable for the damage, the costs of parking, payment for movement and/or storage of the Vehicle in a specialized (lay-by) car park, the costs of changing tires (including seasonal replacement, replacement as a result of wear and tear or defect), the cost of performing a technical inspection (MOT) and a guarantee inspection on the instruction of the Vehicle Lessor (with the exception of cases expressly laid down in the Contract); if the Lessee does not carry out the technical inspection or guarantee inspections and ignores the instructions, the Lessor is entitled to arrange for the execution of the MOT or guarantee inspection at the expense of the Lessee, including the costs of delivering the Vehicle and the contractual penalty according to the list of penalties in Annex No. 3 to this Agreement;

4.2.7. to maintain the Vehicle at its own expense in accordance with the Maintenance Rules, as well as to repair the Vehicle in a timely manner (unless there is a known tortfeasor who would be liable for the damage); The Lessee is entitled to carry out repairs not related to the engine and transmission in third party repair shops, provided that the replacement of parts is carried out by parts approved by the manufacturer of the Vehicle; The Lessee is obliged to keep for the duration of the Contract and at the

request of the Lessor to provide within 3 (three) working days all documents confirming the maintenance and repairs of the Vehicle (work orders, work performed, receipts and other documents); in case of failure to comply with the deadline for submission of documents, the Lessee is obliged to pay a penalty in the amount specified in the list of penalties (Annex No. 3 to the Agreement);

4.2.8. immediately inform the Lessor of the fact that the right to drive the Lessee's Vehicles or of the person authorized to drive the Lessee has been deprived at any time during the term of this Contract;

4.2.9. to report the damage to the Lessor without undue delay in the event of an insured event where the Lessee is not at fault and the damage to the Vehicle is covered by third-party liability insurance; in this case, the Lessor shall arrange for the repair and bear the costs of its removal; The Lessee is obliged to provide the Lessor with all necessary cooperation, in particular to report the damage without delay and to provide the documents necessary for the assertion of a claim against the tortfeasor; The Lessor is entitled to assert claims arising from the insurance benefit and the Lessee is obliged to provide the Lessee with the necessary cooperation to do so; The Lessee is not entitled to a replacement vehicle from the Lessor during the repair and is not relieved of the obligation to pay regular rent under this Agreement.

4.3. Obligations of the Lessor:

4.3.1 repair the engine and transmission of the Vehicle within 12 months from the date of conclusion of the Agreement, provided that such failures did not occur as a result of abnormal operation or breach of the terms of the Agreement by the Lessee; The lessor bears the costs of repairs in the amount not exceeding CZK 50,000; if the cost of repairs exceeds the stipulated amount, the Lessee is obliged to pay the difference; the period of correction shall not exceed 30 (thirty) calendar days; the repairs do not suspend or reduce the Lessee's obligation to pay the rent;

4.3.2. insure the Vehicle with the third-party liability insurance product; The Lessor is not obliged to insure the Vehicle with the Accident Insurance product.

4.4. Rights of the Lessor:

4.4.1 The Lessor has the right to place a tracking device in the Vehicle and to monitor the movement of the Vehicle for the entire duration of the Contract.

5. Rental, Settlement under the Contract and Purchase of the Vehicle

5.1. The Lessee is obliged to pay the Lessor the hire fee, including the amount of VAT, for the use of the Vehicle, to make other payments, including compensation for losses, payment of penalties (including fines, penalties) in accordance with the Contract, as well as a separate payment for the purchase in the event that the Lessee exercises the right to purchase the Vehicle; This redemption payment is separate from the rent and the rent is not included in the redemption payment.

5.2. The procedure and amount of the rent payment, as well as the payment terms, are set in the Mobile Application.

5.3. Information about the Lessee's debts and payments is displayed in the Lessee's Personal Account. In the case of the Lessee's debt, the Parties shall determine the following priority for the payment of the Lessor's receivables from the funds received from the Lessee:

- First of all, rent debts;
- then debts for penalties for late rent payments;
- then compensation for damage and other sanctions (fines, penalties) stipulated in the Agreement and its Amendments;
- thereafter debts in respect of payments of any other amounts payable to the Lessor.

In the event of early return of the Vehicle at the request of the Lessee, the Lessee is not entitled to a refund of the prepaid rental amount.

5.4 The Purchase Price including VAT is determined as a separate amount, independent of the amount of the Hire Fee paid, and corresponds to the residual value of the Vehicle, taking into account depreciation at the time of purchase, depending on the Vehicle model and the term of lease, and corresponds to the following values:

Vehicle model	Rental period		
	40 months	50 months	60 months
Toyota Yaris	39 999 CZK	39 999 CZK	39 999 CZK

5.5. In the event that the Lessee decides to purchase the Vehicle, the Lessee shall pay the purchase price together with the last hire fee. The lessee agrees to the offsetting of receivables.

5.6. The ownership right to the Vehicle may be transferred to the Lessee only on the basis of a separate purchase agreement, provided that the following conditions are met:

- The Lessee exercises the right to purchase no earlier than on the day of fulfilling the obligation to pay the purchase price and payment of the last rent in full; at the same time, the Lessee may send the relevant expression of will to the Lessor in advance, but not earlier than 2 (two) months and no later than 1 (one) calendar day before the due date of the last lease and the purchase price;

- at the time of making the last payment of the rent and payment of the purchase price, the Lessee has no arrears to pay any other amounts to the Lessor under the Contract, including damages, losses and penalties (fines, penalties);

- The Lessee shall provide the Vehicle to the Lessor for the dismantling of telematics and other devices in the possession of the Lessor and intended for the control of the Vehicle for the duration of the Contract.

6. Responsibility

6.1. The Parties are liable for non-performance or improper performance of the Agreement in accordance with applicable law, the Agreement and documents on the use of the Service.

6.2. The Lessee bears the risk of theft, destruction or damage to the Vehicle and its parts, including as a result of abnormal operation, documents relating to the Vehicle, equipment of the Vehicle, other devices and/or equipment, causing damage to third parties, other vehicles or objects, even in the event of an accident from the beginning of the hire to its end.

7. Term and Termination

7.1. The Agreement comes into force and effect according to Article 2.

7.2. The Contract expires at the moment of termination of the lease by the Lessee or the Lessor, the end of the term of hire as well as the purchase of the Vehicle by the Lessee under the conditions and in accordance with the Contract.

7.3. The Lessee has the right to terminate the Contract by notifying the Lessor. The Contract is terminated at the moment of returning the Vehicle to the Lessor at the place specified by the Lessor in accordance with the protocol on returning the Vehicle to the Lessor (Annex No. 2).

7.4. The Lessor has the right to terminate the Contract:

- in the event of theft/destruction of the Vehicle;
- in other cases provided for in the Agreement and applicable law.
- if there are grounds to believe that the Lessee has breached the terms of this Agreement, the Service Agreement or the terms of use of the Service;
- in the event that further use of the Vehicle is impossible or may cause losses for the Lessor.

The termination of the lease is submitted via the Mobile Application or another means of communication, the information of which is contained in the Lessee's Account. The Lessee is also obliged

to return the Vehicle to the Lessor within the time limit and place specified by the Lessor in accordance with the law, or depending on the instructions of the Lessor to return the Vehicle by clicking on the "Terminate Rental" button (or with a similar meaning) in the Mobile Application and to perform other acts laid down in the Contract.

7.5. To terminate the rental, the Lessee is obliged to press the active "Terminate rental" button in the Mobile Application. Termination of the rental is allowed in specially designated areas that are displayed on the map in the Mobile Application. The Mobile Application provides the Lessee with a protocol on the return of the Vehicle to the Lessor (Annex No. 2) after the end of the lease, which contains information about the Vehicle as well as the date and time of signing the Act. At the end of the hire the Lessee is obliged to take photographs of the condition of the Vehicle, including any damage and deficiencies found in the Vehicle, and to send them to the Lessor. The rental ends after the Mobile Application confirms the end of the rental and the Lessee signs the Vehicle Return Protocol using an electronic signature.

7.6. The Lessor is obliged to carry out an inspection of the Vehicle in order to ascertain any damage and deficiencies that have occurred during the period of use of the Vehicle by the Lessee within 7 calendar days of the termination of the Hire Fee.

8. Dispute resolution procedure

8.1 The dispute resolution procedure is described in the subsequent GTC.

9. Attachments

9.1. Annexes to the contract for the lease of a vehicle with the right to purchase:

- 1 Protocol on Handing Over the Vehicle to the Lessee;
- 2 Protocol on the Return of the Vehicle to the Lessor;
- 3 Penalty system;
- 4 Definition of Normal Vehicle Wear and Tear

9.2. The Lessee confirms that he has familiarized himself with the annexes.

9.3. The Lessee further confirms that he/she has become acquainted with General Terms and Conditions Lessors, the current wording of which is displayed on the website of the Lessor <https://www.anytimecar.cz/>, and undertakes to abide by them.