



Car Rental "RENT DRIVE"

ФОП СИТНИК М.М.

04205 Київ, вул. Богатирська 1Г

"APPROVED"

Order of the PE M. Sytnyk

No 2 / TY-2020 dated April 30, 2020

Kyiv

April 30, 2020

These Typical terms of the car rental agreement (hereinafter referred to as the Typical conditions), together with the Accession Agreement to these Typical Terms, as well as the Acceptance and Transfer of the car in the rental (including the description of the technical condition of the car before the rental), together make a rental car (hereinafter referred to as the "Treaty"). Other documents (acts of acceptance-transfer of a car from a rental, including a description of the technical condition of the car after the lease, supplement or additional agreements, acts, etc.), form part (become inalienable parts) of the Agreement after their conclusion or agreement with observance of the terms of the Agreement.

These Typical Terms are posted electronically on the Website of the Lender at:
https://rentdrive.ua/contract_EN.pdf and are available for review in the consumer's corners.

The Parties to the Rental Agreement are the Lender and the Borrower

The Lender is the person who carries out entrepreneurial activity in transferring things into employment, transfers or undertakes to transfer the movable thing to the tenant for use for payment for a certain term.

The Borrower is an Ukrainian citizen, foreigner (person who is not citizen of Ukraine and who is a resident (subjects) of another state or states) and stateless person who, in accordance with the procedure established by law or an international treaty of Ukraine, entered Ukraine and permanently or temporarily residing in its territory, or temporarily staying in Ukraine.

A car in term paid use (in rent) is provided by the Lender to the Borrower in accordance with these Typical Terms in the presence of the technical capacity of the Lender (free car).

By signing the Accession Agreement to these Conditions, the Act of Acceptance of a car for lease (including a description of the technical condition of the car for lease), the Borrower certifies that acting voluntarily, in accordance with his own free expression of will, which is in accordance with his internal will, while in a healthy mind and clear having full civilian capacity and understanding the significance of their actions, not being under the influence of grave circumstances or errors, is acquainted with the requirements of the current legislation concerning the invalidity of the transactions, managing somebody 627, 628, 632, 633, 638, 787-791 of the Central Committee of Ukraine,

concludes a rental agreement with the Lender under the following Terms:

1. SUBJECT OF THE AGREEMENT

1.1. In accordance with the terms and conditions stipulated by this Agreement, the Lender submits, and the Borrower accepts a car (as referred to as "Rental Subject") for the term paid use, which is determined by the Acceptance-Transfer Agreement.

1.2. Target use of the object of rolled metal - to meet the domestic non-productive needs, the territory of travel is determined by the administrative-territorial boundaries of Ukraine, except Donetsk and Luhansk oblasts, as well as the Autonomous Republic of Crimea.

1.3. Place of performance of the Parties to this Agreement - Kyiv, st. Bogatyrskaya 1G.

2. COST AND CALCULATION PROCEDURE

2.1. The cost of services under this Agreement is determined on the basis of tariffs approved by the Lender, which are in force at the time of conclusion of the Contract. Car rental rates include full tuition and civil liability insurance.

2.2. The cost (price) of use The subject matter of this contract for one day is determined in the Acceptance-transfer certificate for lease and expressed in the national currency (hryvnia) and the equivalent of such price as of the day of the signing by the Parties of the Act of acceptance transfer in USD at the rate (sale) of hryvnia to the US dollar, established by PJSC "PrivatBank" at the site: <https://privatbank.ua/>

2.3. Rental services under this Agreement are subject to a full (100%) prepayment.

2.4. Payment under this Agreement is carried out by the Borrower by transferring cash in UAH to the amount specified in this Agreement by the Lender or in cash in the amount equal to The day of payment specified in the Acceptance Statement for the lease of the equivalent of the price in US dollars at the rate (sale) of hryvnia to the US dollar, established by PJSC "PrivatBank", according to the information on the site: <https://privatbank.ua/>

2.5. In addition to the cost of using the Rental subject, the Tenant, in accordance with Section 7 of this Agreement, pays a guarantee payment in the form of collateral in the amount determined by the Acceptance - Transfer Agreement; carries out payment of other services in case if such is stipulated in writing by the Parties (services of carriage, rent (lease) of a children's armchair, etc.).

2.6. The date of payment of the Parties stipulate that the day of receipt of funds to the account of the Lender (in the case of a cashless payment) or the day of payment by the Borrower to the Lender in cash (in the case of cash payment) shall be considered as the day of receipt of the funds.

2.7. In case of the Depository's arrest the return of the item to the terms specified by this Agreement for 2 hours or more, the next day is fully accounted for and paid by the Borrower in accordance with the terms of this Agreement.

2.8. In case of non-return of the Rental subject, the Renter, irrespective of the payment of the penalty in accordance with the terms of this Agreement, has the right to charge a payment for the use of the car for all time during which the Subject of the lease was not returned to the Borrower.

2.9. The Borrower is obliged to indicate the number and date of this Agreement in all payment documents under this Agreement.

2.10. The total amount (price) of this Agreement is equal to the sum of all payments made by the Borrower as payment for the use of the Rental subject in favor of the Lender in accordance with the terms of this Agreement.

3. PROCEDURE FOR TRANSMISSION IN RUNNING

3.1. The subject of the lease is to be transferred by the Lender to the Renter in a technically correct condition, in its pure form and with the relevant documents for the right to use it. The fact of acceptance-transfer of the Rental subject from the Lender to the Holder is confirmed by the Acceptance-Transfer Agreement for lease (a description of the technical condition of the car before the lease is an integral part (including in the form of the application) of the Acceptance-Transfer Act).

3.2. Rental period, address and time of transfer and return of the item, the cost (price) of the day of use and the prices of additional services, registration data, technical condition of the car and other characteristics of the subject of lease, including components, indicators of accounting devices, indicated by the Parties in the Acceptance Certificate - transfer of the car.

3.3. For the conclusion of this Agreement and receipt of a vehicle for rent, the Renter shall submit to the Lender the following documents:

- citizens of Ukraine present a passport of a citizen of Ukraine, a driver's certificate, a certificate (document) on the identification in accordance with the established procedure of an identification code (registration number of the tax card's account holder);
- citizens of foreign countries are presenting a passport, a driver's license valid on the territory of Ukraine, a registered bank card.

3.4. The right to use the rental subject of the Renter comes after the parties have entered into this Agreement and payment for the use of the car, and making a guarantee payment in accordance with the terms of this Agreement.

3.5. Signing of the Acceptance Certificate for the Rental The Renter confirms that he has received the vehicle in proper technical condition, fully equipped with a clean (non-contaminated) body without signs of damage, other than those specified in the description (if any). Upon receipt of a vehicle for rental of a claim by the Borrower in respect of available significant defects, no acceptance is made.

3.6. Minimum rental period is one day.

3.7. The maximum mileage per day shall not exceed 350 km, unless the Parties stipulate in writing otherwise. The calculation of the mileage is made in total for the entire rental period of the car and on the day of acceptance by the Lender of the corresponding car rental. Run over the specified number of kilometers (rally) is paid additionally according to the specified Acceptance-Transfer Agreement prices, and if not specified - at prices, in accordance with the current state of the day of return of the car for rent of the Rice (Price List) of the Lender.

4. PROCEDURE FOR THE RETURN OF LONG RETURN

4.1. If necessary, the Borrower has the right in any way, including orally by phone, not later than two days before the expiration of the use of the car, to initiate the extension of the rental period for this Agreement, with the approval in accordance with clause 4.2 of this Agreement.

4.2. The Parties stipulate that the agreement of the Renter on the extension of the term of the Rental under this Agreement may be made, in particular, by making the Renter no later than two days before the expiry of the term of the lease and not later than the last working day of the Lender in each current week the prepayment of the rental price in the amount, in accordance with the terms of lease, for which the use of the Rental subject continues, in accordance with the rates determined by the Acceptance-Transfer Agreement, and subject to the conditions of Clause 2.4 of this Agreement. In the absence of such a prepayment during the day following receipt by the Lender of written counterclaims of the Lender, incl. by an appropriate notice to the Borrower's e-mail, the additional rental period of the car is deemed approved by the Borrower and the Lender for the prepaid period, which does not require the obligatory conclusion of additional agreements to this Agreement.

4.3. In case of receiving a Renter in any way, including to the Renter's e-mail, the Lender's objections regarding the extension of the use of the Rental subject, the Rental subject shall be transferred to the Lender by the terms of this Agreement no later than the day following the day of receipt of the notice specified in this clause.

4.4. The extension of the rental period in accordance with the procedure, in accordance with clause 4.2 of this Agreement, shall be carried out regardless of the availability of money from the Lender to the Borrower, in accordance with Section 7 of this Agreement (guarantee payment in the form of a pledge).

5. PROCEDURE FOR THE RETURN OF THE BASKET REFERENCE SUBJECT

5.1. The transfer of the Rental subject from the Borrower to the Lender (return from the lease) is certified by the Acceptance-Transfer Agreement (description of the technical condition of the car after lease is part of the Acceptance-Transfer Agreement), drawn up in an arbitrary form by signatures, in accordance with the terms of this Agreement.

5.2. Upon expiration of the term of use, the Renter returns, and the Lender takes the car in the same condition as it was transferred to the rental, taking into account normal wear, but in any case, in its pure form, with the amount of fuel in the fuel tank, equal to the number at the time of acceptance car and at the place specified in the Acceptance-Transfer Agreement. In case of returning a car in a place other than specified in the Act or with other quantity of fuel, the Borrower's expenses are compensated in accordance with the provisions of Section 10 of this Agreement.

5.3. Under normal wear and tear of a car in this Agreement, the reduction of the cost of a car, the natural wear of individual units and units during the period of finding a car in the use of the Borrower, provided that the vehicle is properly used, excludes cases that have caused unplanned repair or restoration of the car.

5.4. In the event that the Borrower in any way avoids signing the Acceptance Certificate and / or has refused to sign it, and / or the Act was not signed by the Borrower from any other grounds not dependent on the Lender, the Lender has the right to sign such an Act independently with the involvement of two persons at its discretion. The data recorded by the Lender in this way (the state of the car, information on the presence / absence of damage, equipment, appearance, including the interior and components, a description of the technical condition of the car after the lease, any other information) are deemed to be established and agreed by the Parties. The duty of proofing reverse relies on the Borrower.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Lender's Obligations:

6.1.1. To transfer the Rental subject to the Renter in a technically good condition with the relevant documents for the right to use it.

6.1.2. Carry out capital and current repairs of the Rental subject at its own expense, except if the damage to the Rental subject was caused by the Tenant's fault, which is fixed in the order specified by this Agreement by the relevant Acts (Act) or other documents (document) and in accordance with the procedure of the current legislation of Ukraine.

6.1.3. If the Parties identify the unsuitability of the Rental subject to exploitation not by the fault of the Borrower, if it is possible (a free car) to make a replacement for another car, which is a separate written document.

6.1.4. Prior to the transfer of the Object of Lease to the Borrower, it is compulsory to insure the civil liability of the owners of vehicles in accordance with the procedure established by the current legislation of Ukraine.

6.1.5. It covers the validity period of this Agreement and period after the return of the Rental Item by the Borrower, necessary to check the presence/absence of events, involving the Rental Item, with signs of administrative offences of the traffic rules, including those recorded automatically, during the rental period at <https://bdr.mvs.gov.ua> and/or <https://e-driver.hsc.gov.ua/>.

6.1.6. Other responsibilities, as defined by the current legislation of Ukraine.

6.2. Lender's Rights:

6.2.1. The Lender has the right to indemnify the Renter according to the terms of this Agreement.

6.2.2. The Lender has the right to terminate this Agreement and / or request early repayment car in case if the Renter violates the rules of operation of the car, and / or does not pay for the use of the car, and / or does not comply with the terms of this Agreement, and / or in case of communication of inaccurate information about himself at the conclusion of this Agreement, as well as on other grounds, which, in the opinion of the Lender, are substantial and may cause future damage to the Lender. In this case, the Lender, unilaterally without any prior notice, has the right to withdraw the item of lease regardless of his place of lease. At the same time, the guarantee payment and the amount for the unused lease days are not returned to the Renter.

6.2.3. The Lender has the right to carry out GPS tracking (tracking the location, storing a history, etc.) for rented in accordance with the terms of this Agreement by the vehicle from the moment the car is transferred to the lease and until the return of the Renter to the Lender.

6.2.4. The Lender has the right during the whole period of the lease to request the Holder information about the location of the vehicle and to check the information received from the Borrower with the GPS monitoring data.

6.2.5. The Lender has the right to deny the Renter a further termination of the Agreement in the event that during the validity of this Agreement the Lender has established a violation of the terms of the Contract by the Borrower or the initiation of the Borrower's extension of the rental period, the corresponding car has been booked by another Renter.

6.2.6. Has the right to make copies and / or extracts (including the use of photographic means) from the renter provided in accordance with Clause 3.3 of this Contract of the Borrower's documents.

6.2.7. The Lender has the right to declare about theft of the car to the competent authorities (including illegal possession of the vehicle (theft) guided by Article 289 of the Criminal Code of Ukraine) and / or terminate this Agreement unilaterally and / or require the early repayment of the Rental subject rental in case if:

- after the expiration of the rental period, the car is not returned by the Borrower and is not agreed with the Lender in the procedure for the extension of the rental period as stipulated by this Agreement;

- GPS monitoring does not allow to locate the vehicle for 24 hours in a row in the absence of telephone communication with the Borrower or if the Borrower does not respond to the Lender calls during this period or does not fulfill the requirements of the Lender change the location of the car to ensure the display of the car in the tracking system;

- according to GPS tracking, the vehicle is located closer than 30 km to the borders of Donetsk and / or Luhansk oblasts, or the AR of Crimea, or any border of Ukraine, and goes to their side (unless otherwise agreed in writing with the Lender);

- if there are reasons to believe that the car has been damaged and / or is a means of committing an offense and in the absence of communication with the Borrower or if the Borrower does not respond to the Lender's calls; - in the event that it is discovered that the data received from the Borrower, including regarding the location of the car, are not reliable (contrary to the data obtained by the results of GPS monitoring; information is received on the invalidity or signs of tampering with any of the submissions made by the Renter in accordance with paragraph 3.3 of this Contract document, etc.).

6.2.8. He has the right to demand compensation in accordance with the procedure established by the law for lost profits, if, for reasons of non-compliance of the Borrower with the amount of losses incurred, the needs for the assessment of such damage (damage) respectively, the Lender was denied the opportunity to promptly repair the car and make it transfer to rental to other Tenants.

6.2.9. The Lessor has the right at the expense of the Borrower 's guarantee payment (Deposit) to satisfy requirements for the recovery of compensations and expenses, redress, from the Borrower , caused, among other, by events with signs of administrative offences of the traffic rules (including those recorded automatically) with the participation of the Rental Item during the rental period.

6.2.10. Other rights stipulated by the current legislation of Ukraine.

6.3. Duties of the Borrower:

6.3.1. The Borrower is required to take all possible measures to ensure that the car is kept safe the moment of its receipt and by the time of its return to the Lender.

6.3.2. Do not enter into sub-contract Agreements, not to transfer the right to use the Rental subject to the third people.

6.3.3. Check the general condition of the item of lease, the complete set, the serviceability of the car, the exterior body view, fuel quantity, other parameters and characteristics of the car before signing the Acceptance Act - transfer to the rental and prevent the Lender in the event of defects.

6.3.4. The Borrower is obligated to pay for the use of the item on time and in full, to pay a guarantee payment. In case of prolongation of the Agreement, the amount of payment for the use of the item for the past time does not change (is not converted, depending on the fluctuations of the dollar against the hryvnia).

6.3.5. To assist the Lender in the implementation of the Lender's rights, in accordance with the terms of this Agreement (to provide timely reliable information on the location of the car; at the request of the Lender, to change the location of the car to ensure the display of the car in the tracking system, etc.).

6.3.6. Strictly adhere to the Rules of the road of Ukraine, as well as the provided speed regime.

6.3.7. Prevent:

- damage to the insured vehicle by goods, animals or birds transported by them;
- suicide, attempted suicide while driving or staying in a vehicle;
- damage to the vehicle, as a result of entering the water body (river, lake, sea, etc.) and / or damage to the engine of the insured vehicle due to a hydraulic impact (penetration of water into the middle of the engine during its operation that led to its damage), except for natural disasters;
- heat treatment, fire or other thermal effects on the subject of rolled metal;
- loading, unloading, storage or transportation of firearms, ammunition, fuel and lubricants, explosive, flammable and caustic substances and objects or violation of the rules of such measures and works;
- fire or fire damage due to smoking, fire, etc. .;
- towing of any vehicle with the participation of the Subject of the lease in violation of the Rules of the road;

- established rules for the carriage of passengers and cargo and / or carriage exceeding the norms specified for the vehicle;
- left in the vehicle keys, alarm panel, registration documents, other documents regarding the car;
- use of a vehicle as a taxi.

6.3.8. To use the Rented object for a purpose, not to use in sports competitions as an instrument of crime, to tow any other cars or to travel with a trailer, as well as for training, not to use on roads that do not have hard cover.

6.3.9. Avoid driving a car in the state of alcohol, narcotic, toxic intoxication, or in a morbid condition, during fatigue, as well as under the influence of drugs that reduce the reaction rate and attention and do not smoke (do not smoke) in the car.

6.3.10. To notify the Lender immediately (no later than one hour after the moment of detection) of the loss or damage to the Rental subject, to leave the location and to act in such cases in accordance with the current legislation of Ukraine, this Agreement and instructions received from the Lender, incl. phone. In case of technical faults during use, also notify the Lender in the time period established by this clause.

6.3.11. In case of an accident, theft and / or illegal actions of third parties regarding the car, the Borrower must immediately notify the Lender, not to leave the event without the consent of the Lender, and within a period not later than 36 hours after the onset of such event to provide the Lender with the originals received in the respective state bodies of documents confirming the occurrence of such an event, which are necessary for obtaining the Lender's insurance indemnity, and fill out a statement indicating the circumstances that have occurred.

6.3.12. To bear costs associated with the operation of the car (washing, fueling, filling with liquid for washing glass, pumping tires, balancing the wheels, parking, etc.).

6.3.13. In case of damage to the object of rental, it is not possible to disassemble and repair the car without the prior written consent of the Lender, and also to change the design of the car and the parameters of the manufacturer, in addition to the works related to the necessity for its transportation.

6.3.14. Upon expiration of the Agreement, return the car in the state and place, in accordance with the terms of this Agreement and the Acceptance Statement.

6.3.15. In case of early repayment of the Rental subject and termination of the Agreement, notify the Lender in the day and time of the Lender (from 10:00 to 18:00), not less than 24 hours before the scheduled date of return. At the same time, the Lender makes a recalculation of the amount of payment for using the Rental subject in accordance with the current price list on the day of the return of the car of the Price List (located on the site <https://rentdrive.ua>).

6.3.16. Compensate (compensate) to the Lender the terms and amounts stipulated by this Contract and / or current legislation, all losses, expenses, etc.

6.3.17. Other responsibilities, as defined by the current legislation of Ukraine.

6.4. Borrower's Rights:

6.4.1. Not to sign the Acceptance Certificate for lease if there are non-conformities indicated in Data on the actual parameters, status, configuration, other characteristics of any car and / or in case of disagreement with the Borrower with any information indicated in the Acceptance Certificate in the rental, incl. the cost of a rental item.

6.4.2. The Borrower has the right to use the car round the clock within the territory of Ukraine, except Donetsk and Lugansk oblasts, as well as the Autonomous Republic of Crimea, in accordance with this Agreement.

6.4.3. Early termination of the current Contract, return the car to the Lender, subject to the provisions of this Agreement, if the car has drawbacks that impede its use (hidden flaws).

6.4.4. The Borrower has the right to receive from the Lender additional information regarding the terms of lease and technical operation of the car.

6.4.5. Other rights stipulated by the current legislation of Ukraine.

7. PROVISION OF EXECUTION OF LIABILITIES

7.1. At the moment of the conclusion of this Agreement, the Renter pays the Lender a guarantee payment in the form of a pledge, the amount of which is agreed by the Parties by signing them the Acceptance Certificate for lease.

7.2. The subject of a collateral is money of the Borrower, which is entered in a cashless or cash form. The term of the pledge is the term of actual use of the car, defined in the Acceptance Certificate in rolling.

7.3. The Deposit period is the term of the actual use of the car, defined in the Acceptance Certificate, and the term up to 30 calendar days from the date when the Lessor receives back the rental car (including the period during which the Lessor checks the presence/absence of events, involving the Rental Item, with signs of administrative offences of the traffic rules,(including those recorded automatically)).

7.4. Non-cash Deposit envisages charging of a fixed sum from the Borrower ' bank account, established in the Money Acceptance Certificate, under their agreement for the period stated in 7.3 of the Agreement.

7.5. The Guarantee period, mentioned in this part of the Agreement, name the requirement that may arise under the terms of this Agreement, including ensuring the preservation of the Rented Item (return of the car after in condition and completeness following the terms of this Agreement), ensuring payment of fines and penalties by the Borrower , amounts of which are established as a result of administrative offences of the traffic rules, ensuring the Lessor's other property requirements, that may appear on the basis of this Agreement.

7.6. The Guarantee Payment shall be refunded by the Lessor to the Borrower after the expiration of the deposit term provided that the Borrower duly fulfils their obligations under this Agreement or voluntarily timely reimburse for all losses and/or pay in full the forfeits and/or other payments specified by the Agreement. Return of a non-cash deposit or its part (if there was coverage (withholding of a deposit sum) in cases provided in this Agreement) is performed under the rules established by the Lessor's bank.

7.7. By concluding this Agreement, the Parties certify that the coverage of the amounts of the guarantee payment of any property obligations of the Borrower and / or any debts of the Borrower under the obligations specified in this Agreement, incl. forfeit, inflation losses, annual interest, compensations and compensation, calculated by the Lender in accordance with the terms of this Agreement and / or current legislation, is performed by the Lender individually with notice of such Borrower.

7.8. By concluding this Agreement, the Parties agree that the coverage of the amounts of the Borrower property obligations guarantee payment (withholding of a deposit sum) and/or any debt of the Borrower under their obligations under this Agreement, losses caused to the Rental Item and/or Lessor and/or owner of the vehicle, including forfeits, inflation losses, interest per annum, compensations and damages calculated by the Lessor under the terms of this Agreement and/or applicable law, including compensation agreed in the Car Rent Acceptance Certificate, is carried out by the Lessor alone with notifying the Borrower .

7.9. The parties agreed that the guarantee payment or its part (withholding of a deposit sum) covers all types of compensation, damages, losses, namely the compensation of which is agreed in the Car Rent Acceptance Certificate, including traffic rules' administrative offences involving Rented Item during the

rental period (including recorded automatically), is carried out by the Lessor alone, in particular, based on the results of the Lessor's verification of information using the resource <https://bdr.mvs.gov.ua> and/or <https://e-driver.hsc.gov.ua/>, or another service that provides reliable relevant information.

The sum, deducted from the guarantee payment, also includes reimbursement paid or which is to be paid by the Lessor or the owner of the vehicle (Rental Item) as bank fees, etc., for money transfers (payment of fines and/or other payments, bearing other losses).

7.10. Legal entities, in addition to the payment of the guarantee, shall provide a guarantee letter for the indemnification incurred while using the Rental subject.

8. TERM OF THE AGREEMENT AND TERMS OF ITS LOSS

8.1. The term of the Agreement is the time during which the Parties will exercise their rights and perform their duties in accordance with the terms of this Agreement.

8.2. The Agreement has been in force since its signing by the Parties and to fulfill their obligations under this Agreement.

8.3. The car rental agreement is concluded after the manual signing by the Tenant of the Agreement on the Accession to the Model Conditions of the Car Rental Agreement, posted on the website at: https://rentdrive.ua/contract_EN.pdf, as well as the Act of Acceptance and Transfer of the Car in the Rental, including a description of the technical condition of the car before lease, the affixing of these documents by the signature of the Lender.

8.4. The notarization of this Agreement may be made at the initiative and at the expense of the Borrower, the initiation by the Tenant of the notarial certificate of this Agreement shall be expressed in writing, indicating the time and place of such action within the boundaries of Kyiv.

8.5. The Contract can be terminated ahead of schedule:

- by a court decision;
- on the initiative of the Lender and in the period specified by the Lender (from the moment) in case of violation

Borrower of any of the terms of this Agreement;

- on other grounds stipulated by the legislation of Ukraine.

9. LEGALITY OF THE PARTIES AND COMMUNICATION

9.1. The Borrower certifies that he is legally within the territory of Ukraine, the address of the place of residence (stay) of the Borrower in the territory of Ukraine on the day of the conclusion of this Agreement and the numbers of the means (types) of communication are indicated in this Agreement. In case of changing the address, other contact details, the Renter undertakes to notify the Lender immediately in writing, and in case of non-notification, bear any adverse risks and consequences associated with it. If during the term of the Agreement any Party has not been notified to the other Party about the change of the address specified in this Agreement, the correspondence sent by the other Party to the address specified in the Agreement shall be deemed received and accepted by the other Party.

9.2. In case of receipt by the Borrower, including by e-mail, Additional agreements, Acts or any other documents requiring the signature of the Borrower, such documents (in the absence of comments) must be signed by the Renter himself and sent to the Lender in the manner received from the Lender (scan copies, etc.). In any case, it must be sent by registered postal mail in the original to the address of the Lender specified in this Agreement within three calendar days from the day of receipt of each relevant document.

9.3 In the event that the Borrower has any comments, disagreements with the contents of documents received from the Lender (including by e-mail) under this Agreement, the Borrower is obliged to notify in writing of such remarks, to express motivated objections to the Lender in the stipulated clause 9.2. After the expiration of three calendar days from the date of receipt by the Borrower of each document, in the absence of any observations, the substantiated objection of the Borrower, the corresponding document is deemed agreed by the Parties.

9.4. By concluding this Agreement, the Renter confirms that he is authorized by this person, in the case of marriage, acts with the consent of the other spouse and undertakes to bear all financial consequences in case of non-compliance of the other spouse of the terms of this transaction; legally owns all information provided to the Lender by this Agreement and which is entitled to use, distribute, disclose to third parties, including to provide the Lender with the volumes necessary for the performance of his last duties under this Agreement. The tenant also guarantees that the conclusion, implementation and performance of this Agreement do not violate the rights, freedoms and legitimate interests of any third parties, including minors or minors.

9.5 The Borrower voluntarily gives his unconditional consent to the processing of the Owner and his employees, any involvement of the Lender in connection with the implementation of this Agreement by persons, institutions, organizations of personal, other data received from the Borrower as a result of legal relations under this Agreement, incl. data concerning persons who may be in the car (Rental subject), and also consent to the use of the GPS monitoring by the Lender (to track the location, save the history, etc.) rendered in accordance with the terms of this Contract of the vehicle from the moment the car is transferred to the lease and until the date of return to the Lender, as well as the unconditional consent to record the telephone conversations of the Borrower with the Lender with the use of any recorder. Processing includes, but is not limited to, collection, registration, accumulation, storage, adaptation, renewal, use and distribution (including transfer), destruction of data processed by the Lender, by any person to whom the relevant data has been transmitted. The Tenant agrees that the Warehouse is not obliged to receive any additional consent of the Borrower for the transfer of personal and other data received from the Borrower to any person.

9.6. The Lender carries out his activity of transferring things to lease (lease) within the limits of the current legislation of Ukraine, is a single tax payer. The Lender certifies that the signatory on his part is duly authorized to conclude the contract, in accordance with the current legislation.

10. LIABILITY, LOSS OF DAMAGE (LOSS) AND FORX MAJOR

10.1. For non-performance or improper performance of duties under this Contract, the Lender and the Borrower shall be liable in accordance with this Agreement and / or the applicable laws of Ukraine.

10.2 In order to avoid the Lender from accepting from the Holder the Rental subject matter or for delay in making the car rental in the conditions stipulated by this Agreement, the Borrower is obliged to pay the Borrower a penalty of 15% of the daily rent price (price) specified in the Acceptance- transfer of lease in hryvnia for each day of delay, but no more than the amount of the mortgage made by the Tenant (guarantee payment).

10.3 The Borrower shall, in accordance with this part, be liable to the Lessor for any damage caused to the Rented Item or its components, theft of the car or its parts, additional equipment, loss or damage of the car-related documents, as well as for damages caused to the Lessor and/or the Rented Item due to the Borrower's violation of the terms of this Agreement or traffic rules.

10.4 In case of violation of the terms of return of the car regarding the place of return, the Renter's compensation is subject to the expenses of the Lender upon returning the car to the location of the Lender in the amount specified in the Acceptance-Transfer Agreement.

10.5 In the case of returning a car with less fuel in the fuel tank than the amount of fuel that was present in the fuel tank at the time of the transfer of the car to the lease, the Borrower shall reimburse the difference according to the specified Acceptance-Transfer Rate for lease.

10.6 In case of damage, destruction or loss of tires, wheel disks, trade marks, registration numbers, ignition key, GPS-navigator, emergency stop sign, jack, balloon key, first aid kit, fire extinguisher, child seat, damage to car interior; Damage or loss of documents transmitted to the Borrower by the Lender together with the car, the Renter shall compensate the Lender for the cost of such damaged or lost or destroyed components or equipment and the cost of repairs, other work on the restoration of the car (its parts), the cost of restoring the documents, respectively, in full and in the amount determined by the Acceptance-Transfer Agreement in accordance with the terms of this Agreement. The indemnification (compensation) under this item is carried out regardless of the presence / absence of violations by the Borrower of the terms of this Agreement.

10.7. The Borrower shall compensate the Lender for the damage incurred during the period of the lease in full, if such damage is caused to the property of the Lender (Rental subject) as a result of violations by the Borrower of the provisions of any clauses 6.3.6-6.3.11 of this Agreement.

10.8. In case of returning the Subject of the lease with the damages (with the exception of the constructive death of the object of lease and damage specified in clause 10.6 of the Agreement), in the absence of any violation by the Borrower of the provisions of any clauses 6.3.6-6.3.11 of this Agreement, the Tenant pays The Lender shall have cash in the amount of the cost of the restoration, repair of the Rental subject, determined by the Acceptance-Transfer Agreement or the specialized station (STO). The amount of compensation (remuneration) for this item is limited to 3_ (three) percent of the cost of the car specified in the Acceptance-Transfer Agreement.

10.9. In the case of returning the Rented Rental Items with damages in which the cost of its restoration (repair) exceeds 75% determined by the Acceptance Act for the rental of the cost of the car (constructive death), in the absence of any violation by the Borrower of the provisions of any paragraphs 6.3.6- 6.3.11. Of this Agreement, the Borrower shall pay the Lender 10 (ten) percent of the amount specified in the Acceptance-Transfer Agreement for the rental of the Rental Subject.

10.10 In case of delay in making a payment for the use of the object of rental and / or any other payment stipulated by this Agreement, the Borrower is obliged to pay the Lender a penalty in the amount of 15% of the cost (price) of the daily rent, determined by the Acceptance Transfer Agreement for lease in UAH each day of delay, for each violation. The penalty is calculated from the next unpaid day and until each specific commitment is fully executed.

10.11 If the Borrower does not timely fulfill the obligations regarding the return of the rental after the expiry of the rental period or in case of early termination of the Agreement for more than two days, he is obliged to pay the Lender a penalty in the amount of the double charge for the use of the object of the lease for the entire time of delay, calculated in accordance with clause 2.4 hereof.

10.12 Any property liability of the Borrower in front of the Lender under this Agreement is primarily due to the amount of the guarantee payment (Section 7 of this Agreement), unless the Parties stipulate otherwise.

10.13. The amount of damage inflicted on the rental item is specified in the Acceptance-Transfer Order or assessed by the Lender at the rates of the specialized stations. In the event of a disagreement between the Borrower and the amount of damages incurred, he / she shall, at his / her own expense, apply to an independent Expert Assessment Bureau or an organization that, in accordance with the procedure established by law, carries out valuation activities with respect to vehicles.

The Disposer shall notify the Lender in writing, not later than within two working days from the date of the occurrence of the period of indemnification (loss) for this Agreement, regarding the disagreement with the determined Lender in accordance with the terms of this Agreement by the amount

of the damages caused. In case of non-notification within the time period specified in this paragraph, the amount of the pecuniary damage incurred is deemed agreed between the Lender and the Borrower.

10.14. The renter, at his own expense and in full, bears the costs associated with the damage caused to his life and health, as well as the life and health of the passengers in the car during the period of the Agreement, as well as for the damage caused to their luggage and to all and any material values.

10.15. The Borrower is liable in full for any damage caused to the Lender in the event that such damage is caused as a result of the actions and / or inaction of the third parties to whom the Renter violated the terms of this Agreement and transferred the right to use the Rental subject.

10.16. The Borrower is fully liable and ensures compliance with the terms of this Agreement by the additional driver, specified by this Agreement and / or current legislation of Ukraine, if he entrusts the management to this, indicating his right in this Agreement (appendices thereto).

10.17. The Borrower is liable for traffic rules violations and pays the appropriate fines on their own. In case the Borrower violates traffic rules, and the infringements are recorded automatically during the period when the Borrower used the Rental Item, including all added penalties, shall be paid off by the Borrower, including guarantee payments under Part 7 of this Agreement.

10.18. A driver should be not younger than 23 years of age, holding a valid driving license for a vehicle of the appropriate category and driving experience of at least 2 years. In the event that the Borrower does not meet the requirements specified in this paragraph and yet wishes to conclude a Rental Agreement, such Borrower shall assume all additional risks, including bears the full material liability for the safety of the car, including all damages in full, which are not reimbursed by the insurance contract.

10.19. If the terms of this Agreement allow for the imposition of a fine for the same violation, with reference to various paragraphs of this Agreement, the choice of the point under which the penalty is to be calculated shall be performed by the Lender.

10.20. The term of compensation for damage (losses) to the Borrower is deemed to be the Lender as of the day of acceptance by the Vehicle Lender by Acceptance-Transfer Order or at the request of the Lender (on the day the claim is made), depending on which action / event occurred earlier.

10.21. In case of impossibility of partial or complete fulfillment by either Party of its obligations under this Agreement, namely: fire, natural disaster, strikes, military actions or unrest or other circumstances independent of the parties (force majeure), terms of performance The terms of this Agreement shall be extended for the period specified in this Agreement for the period during which the circumstances of the force majeure are valid.

10.22. The party for which the impossibility of performing duties under this Agreement arose is obliged to notify in writing to the other Party about the occurrence and termination of such circumstances, but not later than 3 (three) calendar days from the day of the onset of force majeure circumstances.

10.23. Failure to notify timely notice of insurmountable circumstances leaves the relevant Party referable to them in the future. A proper proof of the presence of force majeure circumstances and their duration, in the event of a dispute, is considered appropriate confirmation of the Ukrainian Chamber of Commerce and Industry.

11. PROCEDURE FOR SOLVING DISPUTES

11.1 All disputes and disputes must be resolved through negotiations. In resolving a dispute, the Parties shall be guided by the material and procedural law of Ukraine.

11.2. In the event that the parties fail to reach an agreement, all disputes and differences are settled in the court at the place where the Contract is executed (Obolonsky District Court of Kyiv), in accordance with Article 8, Art. 28 of the CPC of Ukraine.

12. FINAL PROVISIONS

12.1. Each Party guarantees that it enters into relations governed by this Agreement with full understanding of its terms and responsibility for fulfilling its obligations.

12.2. The parties assert that the conclusion of this Agreement is aimed at real legal consequences arising from them; the will of the Parties is free and corresponds to their internal will and real intentions; this Agreement does not have the character of a fictitious and apparent legal transaction; The Renter agrees with the prices, the prices specified in this Agreement and / or its annexes, the Acceptance Certificate of the Rental, the Listings (Listing Lists) of the Lender, posted on the website: <https://rentdrive.ua> and with the order of approval prices, cost, size of reimbursements, conditions of their approval and changes; The parties assert that they are not restricted in the right to conclude transactions not recognized in their order as incompetent, in whole or in part, do not suffer from diseases that hinder their understanding of the essence of this Treaty, are fluent in Ukrainian, which has enabled them to read and correctly understand the content of this Treaty. There are no other obstacles for the Borrower to correctly understand the content of this Agreement.

12.3. The Borrower certifies that prior to the conclusion of this Agreement, he has received from the Lender in full, in a clear and comprehensible manner, all necessary, accessible, reliable and timely information about the services provided under this Agreement, which is necessary for the purpose of making an informed choice, in particular:

the list and scope of services under this Agreement, the main characteristics of the services, benefits, hazard, composition, methods of using the results of the services rendered, method (method) of provision of services, expected results, prices and way of their calculation and the procedure of approval / approval, prices of the current Price) and the possibility and limits of their increase by the approval of the Lender of the new edition of the Price List posted on the website: <https://rentdrive.ua>, availability of discounts or other price advantages, etc., familiar with the Standard terms of the lease, the terms of the contract KAS KO (in its presence in relation to the car that is the subject of the lease of this Agreement), is informed about the presence or absence of insurance under the CASCO of the car, which is transferred to the Nomadchus on the basis of this Agreement, received all other information provided by the current legislation of Ukraine.

12.4 Under the working days of the Lender in this Agreement are: Monday, Tuesday, Wednesday, Thursday, Friday, except for officially established holidays and weekend days.

12.5 Grammar mistakes and misprints, if any, are not considered to be grounds for invalidity of the terms of this Agreement.

12.6. All documents relating to the relations between the Parties under this Agreement, exchanged by the Parties by e-mail or fax, or in any other way, shall be valid until each of the Parties receives the original of the relevant document.

12.7. All annexes to the contract, including The act of acceptance and transfer of a rental car, including a description of the technical state of the car after the lease, additional agreements or supplements, acts, etc., which are entered into or agreed by the Parties in accordance with the terms of this Agreement, are an integral part of the Rental Agreement.

Changes to the Model Conditions of the Rental Agreement (approval of the new version of the Terms) are made by the Lender within the limits and in the volumes determined by the Lender.