

## LESSOR'S GENERAL TERMS AND CONDITIONS

The Lessor is AVANTGARDE SALES & MARKETING SUUPOORT GmbH, organizational unit of a foreign person having its registered seat at: Lazaretská 8, 811 08 Bratislava, Office: Námestie SNP 25, 811 06 Bratislava, reg. No.: 46 638 253, tax ID: 4020358331, VAT ID: SK4020358331, bank details: UniCredit Bank Czech Republic and Slovakia, a.s., IBAN: SK98 1111 0000 0011 6892 4009. Lessor's contact e-mail: info@upcity.sk, contact phone number: +421 948 940 437, website: www.upcity.sk.

In entering into leasing contracts, the Lessor is represented by its authorized employee. In addition to its main, non-profit and generally beneficial activities, the Lessor is also engaged in the short-term lease of a means of transport for valuable consideration under these General Terms and Conditions of the Lessor (hereafter referred to as the "GTC").

The Lessee is a natural person with whom the Lessor has entered into a contract of the lease of a means of transport. In the contract of the lease of a means of transport, the Lessor and the Lessee shall stipulate the lease terms and conditions. No one has the legal right to enter into a contract of the lease of a means of transport with the Lessor. The Lessor may refuse to enter into a contract of the lease of a means of transport with any person for any reason whatsoever or without stating any reason. The content of the contract of the lease of a means of transport depends, inter alia, on the type of the means of transport leased out by the Lessor.

The Lessor leases out the following means of transport:

- Volkswagen e-up! automobile
- electric scooter
- cargo-bike
- bike.

### I. LEASE OF A VOLKSWAGEN E-UP! CAR

1. The Lessor shall lease a Volkswagen e-up! car to the Lessee for the term set forth in the contract. In addition to the Lessee, the car may also be driven to the same extent by the Co-driver. The Lessee shall take over the car at the Lessor's premises at Námestie SNP 25 in Bratislava, and hand it over at the same address when the lease concludes. The Lessee and the Co-driver declare that they are fully capable of using the car without damaging it or causing property damage or bodily harm to any person, including themselves. The Lessee and the Co-driver, at the time of entering into lease contract, must be both holders of driver's license for a car for at least two years. It is possible to enter into lease contract or Co-driver position with a person with age of 65 years or more only after submitting a medical certificate about their health and psychological condition allowing for driving a car. It is forbidden to smoke inside the car. In case of breach of this rule, the Lessee shall pay a contractual penalty. When taking over the car, the Lessee is obliged to pay the rent and to make a deposit payment to the Lessor. The Lessor has the right to encumber the Lessee's bank account with a car guarantee; this means that the Lessee will not be allowed to dispose of such amount for the duration of the lease. In case the Lessor becomes entitled for any payment from the Lessee, the Lessor is entitled to satisfy his claim by deducting the sum from Lessee's account. By signing the contract, the Lessor confirms the receipt of the rent and the deposit. Neither the Lessee nor the Co-driver is entitled to sublease or lend the car to, or allow it to be driven by, any other person. Upon a breach of this obligation, the Lessee shall pay a contractual penalty. Along with the car, the Lessor shall hand over to the Lessee the keys, the relevant documents, a warning triangle, a first aid kit, and other mandatory items and, if so requested, a child seat or a booster seat. The Lessee is obliged to return those items along with the car. Upon failure to return those items, the Lessee is obliged to pay a contractual penalty. The Lessor is entitled to offset the deposit against the payment of penalties or any other claims it may have against the Lessee.

2. By signing the contract, the Lessee declares that he/she has thoroughly inspected the car upon its takeover, and at the time of it being taken over the car has no defects or contains only defects that are drawn and specified in the layout appended to the contract. By signing the contract, the Lessee declares that he/she has been instructed by the Lessor on how to use the car; in particular, he/she has been advised of the need to monitor the battery level, as well as the car range and the need for and the manner of recharging the battery at the charging stations and their locations. The Lessee is obliged to recharge the car battery sufficiently before it becomes empty. The Lessee is obliged to find a charging station immediately after the dashboard gives a warning of a remaining car range of 30 km. The Lessee is liable for any damage to the car that has not been drawn and specified in the layout appended to the contract and that will be present on the car at the moment of it being returned to the Lessor, regardless of whether or not such damage was caused at the time when the car was being driven by the Lessee or any other person. If any damage is present on the car at the moment of it being returned to the Lessor, the Lessor will not refund the deposit to the Lessee and will retain it to cover the repair costs; after these costs are paid, the remainder of the deposit will be refunded to the Lessee. Upon the car being returned, the Lessor shall inspect the car and record and specify in the layout appended to the contract any defects found. The return of the car and (non)presence of defects shall be confirmed by the Lessor signing the contract.

3. The Lessee and the Co-driver are required to comply with the traffic regulations and are liable for any traffic offences they may commit. If the Lessee fails to return the car in a due and timely manner, he/she is obliged to pay a contractual penalty.

4. In the event of damage caused to the car by their own fault, a malfunction, a dashboard warning conveying the need to undergo a regular technical inspection, an accident, and damage caused by a third party, the Lessee and the Co-driver are obliged not to leave the car and to immediately contact the Lessor by phone; in the event of an accident, theft and damage caused by a third party, they are obliged to report the incident to the police forthwith and to immediately contact the Lessor by phone. Whenever leaving the car unattended, the Lessee is obliged to lock it. The Lessee is liable for any damage caused to the car that is not covered by insurance or is covered by insurance only partially. The Lessee is obliged to pay the Lessor not only the damages but also a lump-sum compensation for the costs related to the removal of damage and the handling of an insurance claim. The car is covered by motor hull insurance provided by Generali Poisťovňa, a.s. Upon the occurrence of an insured event, the deductible shall amount to 5% of the damage, but no less than € 66. In addition to the actual repair costs, it is possible to use the special calculation software commonly used by insurance companies to calculate repair costs, and such calculation fully replaces the option of providing proof of the actual costs of the repair of the car. All persons transported by the car are insured in the case of an accident, hospitalization, permanent consequences, death due to an accident, with such insurance being provided by MetLife Europe Insurance d.a.c., a branch of an insurance company from another member state. The Lessor is not liable for damage caused to the Lessee's property in connection with the performance of the contract; such damage is neither covered by the insurance. For

the time spent driving to the charging station and back and the time needed to recharge the battery, the Lessee is not entitled to any compensation or reduction in the rent. If, due to a failure to recharge the battery in time, the car gets stuck outside the Lessor's premises, the Lessee shall reimburse the Lessor for the costs of transporting the car to the latter's premises, as well as for any other costs related thereto.

5. The Lessee and the Co-driver grant the Lessor consent to the processing of personal data to such extent as set forth in the contract for the purpose of performing the contract. They grant such consent for the time necessary to fulfil all the obligations under the contract, and are entitled to revoke the same in writing at the Lessor's registered seat. By signing the contract, they also consent to the obtaining of personal data by copying and/or scanning official documents. They also grant consent to the satellite tracking and recording of the car's position. The legal relationship hereby established is governed by Slovak laws, especially the Civil Code. Any disputes arising out of or in connection with the contract shall be resolved by the competent Slovak courts.

## **II. LEASE OF AN ELECTRIC SCOOTER**

I. The Lessor shall lease an electric scooter to the Lessee for the term set forth in the contract. The Lessee shall take over the electric scooter at the Lessor's premises at Námestie SNP 25 in Bratislava, and hand it over at the same address when the lease ends. It is possible to enter into lease contract only with a person of at least 18 years of age. The Lessee declares that he/she is fully capable of using the electric scooter without damaging it or causing property damage or bodily harm to any person, including himself/herself. When taking over the electric scooter, the Lessee is obliged to pay the rent and to make a deposit payment to the Lessor. The Lessor has the right to encumber the Lessee's bank account with an electric scooter guarantee; this means that the Lessee will not be allowed to dispose of such amount for the duration of the lease. In case the Lessor becomes entitled for any payment from the Lessee, the Lessor is entitled to satisfy his claim by deducting the sum from Lessee's account. By signing the contract, the Lessor confirms the receipt of the rent and the deposit. The Lessee is not entitled to sublease or lend the electric scooter to, or allow it to be used by, any other person. Upon a breach of this obligation, the Lessee shall pay a contractual penalty. Along with the electric scooter, the Lessor shall hand over to the Lessee a safety lock and a helmet which the Lessee is obliged to use and return together with the electric scooter; upon failure to return the safety lock and the helmet, the Lessee is obliged to pay a contractual penalty. The Lessor is entitled to offset the deposit against the payment of penalties or any other claims it may have against the Lessee.

II. By signing the contract, the Lessee declares that he/she has thoroughly inspected the electric scooter upon its takeover, and at the time of it being taken over the electric scooter has no defects or contains only defects that are drawn and specified in the layout. By signing the contract, the Lessee declares that he/she has been instructed by the Lessor on how to use the electric scooter. The Lessee has been particularly instructed how to prevent any part of his/her clothes from being caught or entangled in the wheels of the electric scooter, as well as how to brake safely. The Lessee has also been advised of the need to monitor the battery level, and to recharge the electric scooter battery when its level drops below 30%. The Lessee has been advised that the use of the electric scooter may cause his/her clothes to become dirty, a fact that he/she acknowledges and accepts. The Lessee is liable for any damage to the electric scooter that has not been drawn and specified in the layout and that will be present on the electric scooter at the moment of it being returned to the Lessor, regardless of whether or not such damage was caused at the time when the electric scooter was being used by the Lessee or any other person. If any damage is present on the electric scooter at the moment of it being returned to the Lessor, the Lessor will not refund the deposit to the Lessee and will retain it to cover the repair costs; after these costs are paid, the remainder of the deposit will be refunded to the Lessee. If the Lessee returns the electric scooter dirty, he/she is obliged to pay a contractual penalty. Upon failure to return the electric scooter, no matter what the reason is, the Lessee is obliged to compensate the Lessor for the acquisition cost of the electric scooter in full. Upon the electric scooter being returned, the Lessor shall inspect the electric scooter and record and specify in the layout any defects found. The return of the electric scooter and (non)presence of defects shall be confirmed by the Lessor's signature.

III. The Lessee is required to comply with the traffic regulations and is liable for any traffic offences he/she may commit. If the Lessee fails to return the electric scooter in a due and timely manner, he/she is obliged to pay a contractual penalty.

IV. In the event of damage caused to the electric scooter by his/her own fault, a malfunction, an accident, and damage caused by a third party, the Lessee is obliged not to leave the electric scooter and to immediately contact the Lessor by phone; in the event of an accident, theft, and damage caused by a third party, the Lessee is obliged to report the incident to the police forthwith and to immediately contact the Lessor by phone. Whenever leaving the electric scooter unattended, the Lessee is obliged to lock it. The Lessee is liable for any damage caused to the electric scooter. The damage caused to the electric scooter shall be quantified according to the repair costs.

V. The Lessee grants the Lessor consent to the processing of personal data to such extent as set forth in the contract for the purpose of performing the contract. He/she grants such consent for the time necessary to fulfil all the obligations under the contract, and is entitled to revoke the same in writing at the Lessor's registered seat. By signing the contract, he also consents to the obtaining of personal data by copying and/or scanning official documents. The legal relationship hereby established is governed by Slovak laws, especially the Civil Code. Any disputes arising out of or in connection with the contract shall be resolved by the competent Slovak courts.

## **III. LEASE OF A CARGO BIKE**

1. The Lessor shall lease a cargo bike to the Lessee for the term set forth in the contract. The Lessee shall take over the cargo bike at the Lessor's premises at Námestie SNP 25 in Bratislava, and hand it over at the same address when the lease ends. It is possible to enter into lease contract only with a person of at least 15 years of age. The Lessee declares that he/she is fully capable of using the cargo bike without damaging it or causing property damage or bodily harm to any person, including himself/herself. When taking over the cargo bike, the Lessee is obliged to pay the rent and to make a deposit payment to the Lessor. The Lessor has the right to encumber the Lessee's bank account with a cargo bike guarantee; this means that the Lessee will not be allowed to dispose of such amount for the duration of the lease. In case the Lessor becomes entitled for any payment from the Lessee, the Lessor is entitled to satisfy his claim by deducting the sum from Lessee's account. By signing the contract, the Lessor confirms the receipt of the rent and the deposit. The Lessee is not entitled to sublease or lend the cargo bike to, or allow it to be used by, any other person. Upon a breach of this obligation, the Lessee shall pay a contractual penalty. Along with the cargo bike, the Lessor shall hand over to the Lessee a safety lock and a helmet which the Lessee is obliged to use and return together with the cargo bike; upon failure to return the safety lock and the helmet, the Lessee is obliged to pay a

contractual penalty. The Lessor is entitled to offset the deposit against the payment of penalties or any other claims it may have against the Lessee. In case the cargo bike disposes of a special seat adjusted for child transport, the Lessee can transport a child on it; the child must be protected by helmet all the time.

2. By signing the contract, the Lessee declares that he/she has thoroughly inspected the cargo bike upon its takeover, and at the time of it being taken over the cargo bike has no defects or contains only defects that are drawn and specified in the layout appended to the contract. By signing the contract, the Lessee declares that he/she has been instructed by the Lessor on how to use the cargo bike. The Lessee has been particularly instructed how to prevent any part of his/her clothes from being caught or entangled in the chain of the cargo bike, as well as how to brake safely. The Lessee has been advised that the use of the cargo bike may cause his/her clothes to become dirty, a fact that he/she acknowledges and accepts. The Lessee is liable for any damage to the cargo bike that has not been drawn and specified in the layout appended to the contract and that will be present on the cargo bike at the moment of it being returned to the Lessor, regardless of whether or not such damage was caused at the time when the cargo bike was being used by the Lessee or any other person. If any damage is present on the cargo bike at the moment of it being returned to the Lessor, the Lessor will not refund the deposit to the Lessee and will retain it to cover the repair costs; after these costs are paid, the remainder of the deposit will be refunded to the Lessee. If the Lessee returns the cargo bike dirty, he/she is obliged to pay a contractual penalty. Upon failure to return the cargo bike, no matter what the reason is, the Lessee is obliged to compensate the Lessor for the acquisition cost of the cargo bike in full. Upon the cargo bike being returned, the Lessor shall inspect the cargo bike and record and specify in the layout appended to the contract any defects found. The return of the cargo bike and (non)presence of defects shall be confirmed by the Lessor's signature.

3. The Lessee is required to comply with the traffic regulations and is liable for any traffic offences he/she may commit. If the Lessee fails to return the cargo bike in a due and timely manner, he/she is obliged to pay a contractual penalty.

4. In the event of damage caused to the cargo bike by his/her own fault, a malfunction, an accident, and damage caused by a third party, the Lessee is obliged not to leave the cargo bike and to immediately contact the Lessor by phone; in the event of an accident, theft, and damage caused by a third party, the Lessee is obliged to report the incident to the police forthwith and to immediately contact the Lessor by phone. Whenever leaving the cargo bike unattended, the Lessee is obliged to lock it. The Lessee is liable for any damage caused to the cargo bike. The damage caused to the cargo bike shall be quantified according to the repair costs.

5. The Lessee grants the Lessor consent to the processing of personal data to such extent as set forth in the contract for the purpose of performing the contract. He/she grants such consent for the time necessary to fulfil all the obligations under the contract, and is entitled to revoke the same in writing at the Lessor's registered seat. By signing the contract, he also consents to the obtaining of personal data by copying and/or scanning official documents. The legal relationship hereby established is governed by Slovak laws, especially the Civil Code. Any disputes arising out of or in connection with the contract shall be resolved by the competent Slovak courts.

#### **IV. LEASE OF A BIKE**

1. The Lessor shall lease a bike to the Lessee for the term set forth in the contract. The Lessee shall take over the bike at the Lessor's premises at Námestie SNP 25 in Bratislava, and hand it over at the same address when the lease ends. It is possible to enter into lease contract only with a person of at least 15 years of age. The Lessee declares that he/she is fully capable of using the bike without damaging it or causing property damage or bodily harm to any person, including himself/herself. When taking over the bike, the Lessee is obliged to pay the rent and to make a deposit payment to the Lessor. The Lessor has the right to encumber the Lessee's bank account with a bike guarantee; this means that the Lessee will not be allowed to dispose of such amount for the duration of the lease. In case the Lessor becomes entitled for any payment from the Lessee, the Lessor is entitled to satisfy his claim by deducting the sum from Lessee's account. By signing the contract, the Lessor confirms the receipt of the rent and the deposit. The Lessee is not entitled to sublease or lend the bike to, or allow it to be used by, any other person. Upon a breach of this obligation, the Lessee shall pay a contractual penalty. Along with the bike, the Lessor shall hand over to the Lessee a safety lock and a helmet which the Lessee is obliged to use and return together with the bike; upon failure to return the safety lock and the helmet, the Lessee is obliged to pay a contractual penalty. The Lessor is entitled to offset the deposit against the payment of penalties or any other claims it may have against the Lessee. In case the bike disposes of a special seat adjusted for child transport, the Lessee can transport a child on it; the child must be protected by helmet all the time.

2. By signing the contract, the Lessee declares that he/she has thoroughly inspected the bike upon its takeover, and at the time of it being taken over the bike has no defects or contains only defects that are drawn and specified in the layout appended to the contract. By signing the contract, the Lessee declares that he/she has been instructed by the Lessor on how to use the bike. The Lessee has been particularly instructed how to prevent any part of his/her clothes from being caught or entangled in the chain of the bike, as well as how to brake safely. The Lessee has been advised that the use of the bike may cause his/her clothes to become dirty, a fact that he/she acknowledges and accepts. The Lessee is liable for any damage to the bike that has not been drawn and specified in the layout appended to the contract and that will be present on the bike at the moment of it being returned to the Lessor, regardless of whether or not such damage was caused at the time when the bike was being used by the Lessee or any other person. If any damage is present on the bike at the moment of it being returned to the Lessor, the Lessor will not refund the deposit to the Lessee and will retain it to cover the repair costs; after these costs are paid, the remainder of the deposit will be refunded to the Lessee. If the Lessee returns the bike dirty, he/she is obliged to pay a contractual penalty. Upon failure to return the bike, no matter what the reason is, the Lessee is obliged to compensate the Lessor for the acquisition cost of the bike in full. Upon the bike being returned, the Lessor shall inspect the bike and record and specify in the layout appended to the contract any defects found. The return of the bike and (non)presence of defects shall be confirmed by the Lessor's signature.

3. The Lessee is required to comply with the traffic regulations and is liable for any traffic offences he/she may commit. If the Lessee fails to return the bike in a due and timely manner, he/she is obliged to pay a contractual penalty.

4. In the event of damage caused to the bike by his/her own fault, a malfunction, an accident, and damage caused by a third party, the Lessee is obliged not to leave the bike and to immediately contact the Lessor by phone; in the event of an accident, theft, and damage caused by a third party, the Lessee is obliged to report the incident to the police forthwith and to immediately contact the Lessor by phone.

Whenever leaving the bike unattended, the Lessee is obliged to lock it. The Lessee is liable for any damage caused to the bike. The damage caused to the bike shall be quantified according to the repair costs.

5. The Lessee grants the Lessor consent to the processing of personal data to such extent as set forth in the contract for the purpose of performing the contract. He/she grants such consent for the time necessary to fulfil all the obligations under the contract, and is entitled to revoke the same in writing at the Lessor's registered seat. By signing the contract, he also consents to the obtaining of personal data by copying and/or scanning official documents. The legal relationship hereby established is governed by Slovak laws, especially the Civil Code. Any disputes arising out of or in connection with the contract shall be resolved by the competent Slovak courts.