

**BOLT DRIVE MOTOR VEHICLE RENTAL AGREEMENT**  
*FOR BOLT BUSINESS CLIENTS*

**Valdymo koordinavimo centras, VšĮ** incorporated under the laws of Lithuania with registration code 110068011, VAT number: LT100003329017 and registered office at Gedimino pr. 38, LT-01104 Vilnius (hereinafter "**Client**"),

and

**Bolt Services LT, UAB**, incorporated under the laws of Lithuania with registration code 304960634, VAT number: LT100012225713 and registered office at Žalgirio g. 90-100, LT-09303 Vilnius (hereinafter "**Bolt**"),

- 1) *Considering* that Parties have entered into a General Terms and Conditions for Bolt Business and Special Terms, if applicable (altogether the "**Bolt Business Terms**");
- 2) *Considering* that within the ambit of the Bolt Business Terms, one of the Bolt Services available to the Client is the leasing of Bolt Drive motor vehicles facilitated through the Bolt application;
- 3) *Considering* that the Client has expressed interest in longer-term rentals of Bolt Drive motor vehicles,

the Client and Bolt, hereinafter referred to collectively as the "Parties", and individually as "Party" have executed this contract titled the "Bolt Drive Motor Vehicle Rental Agreement" (the "**Agreement**"), subject to the terms and conditions set forth below:

## **1. LEASE AND USE OF VEHICLE**

- 1.1. The Client agrees to lease from Bolt Bolt Drive motor vehicle(s) with the specifications detailed in Annex 1 (the "**Vehicle**"), in consideration for the Remuneration (as defined below).
- 1.2. The Client acknowledges that the Vehicle will be used exclusively by the Client in accordance with the terms and conditions stipulated in this Agreement and Bolt Drive Terms and Conditions available at: <https://bolt.eu/en/legal/lt/terms-for-bolt-drive/>. The Client further acknowledges its obligation to strictly adhere to Bolt Drive Terms and Conditions applicable to the utilization of the Vehicles.
- 1.3. The Client hereby acknowledges and agrees that the utilization of the Vehicle is restricted solely to the territory of the Republic of Latvia, Lithuania, Estonia and Poland. Any operation of the Vehicle beyond the designated territory is strictly prohibited and in violation of this Agreement unless written approval is obtained from Bolt for each individual case.
- 1.4. The Client acknowledges and agrees that the subleasing of the Vehicle to any third parties is strictly prohibited, unless written approval is obtained from Bolt for each individual case.
- 1.5. The Client acknowledges and accepts it is strictly prohibited to make any modifications to the Vehicle without obtaining prior written approval from Bolt.
- 1.6. The Client shall promptly inform Bolt in the event of a mechanical breakdown or repair needs for the Vehicle, and adhere to the instructions provided by Bolt. The notification should be directed to the responsible sales manager. For cases outside of regular business hours, the notification can be made via phone at +37066098852.

## **2. REMUNERATION**

- 2.1. For the lease of the Vehicle, Bolt is entitled to the rental fee stipulated in Annex 1 of this Agreement ("**Remuneration**"). During the rental period, the Client authorises Bolt to access the Client's Bolt Business account for charging Remuneration for each Vehicle as outlined in Annex 1. Any charge for Remuneration shall be made according to the payment method and terms agreed under Bolt Business Terms.
- 2.2. Irrespective of the Remuneration, additional fees could be levied as per the provisions of this Agreement, the rates set in the Bolt Drive app price list, and the Bolt Drive Terms and Conditions, including Bolt Drive List of Penalties and Additional Fees. Any fees related to

exceeding the mileage limit specified in Annex I shall be settled upon the termination or expiration of the Agreement. In the event that additional fees, including those for exceeding mileage limits, are not deducted from the Client's Bolt Business account, such fees shall be transferred to Bolt within 14 (fourteen) days after the issuance of the respective invoice or presentation of any relevant document supporting the claim.

- 2.3. Where the Client delays payment of the Remuneration or any other sum due under the Agreement, the Client shall pay Bolt the fine of 0.06% of the sum due for each day of delay. Accrual of the fine begins on the day following the due date and continues until the date of full payment of the due sum (inclusive).
- 2.4. Each Party shall be responsible for all taxes imposed on such Party under applicable laws and arising as a result of or in connection with this Agreement.

### 3. VEHICLE HANDOVER

- 3.1. Bolt shall hand over the Vehicle to the Client in a good and clean condition, together with all required documentation and accessories as specified in Annex 1 at the place and date specified in Annex 1 unless another handover place is agreed upon by the Parties.
- 3.2. Bolt shall report any nonconformities to the Client before the Vehicle's handover. The Client shall inspect the interior and exterior of the Vehicle, as well as Vehicle accessories and equipment, such as the ignition key (if any) and the Vehicle documentation and manuals, to check their condition.
- 3.3. Upon handover of the Vehicle to the Client, an instrument of handover and acceptance describing the condition of the Vehicle and any defects or nonconformities identified by the Client or Bolt shall be signed ("**Handover Deed**"). Photographs illustrating the condition of the Vehicle at the time of handover shall be attached to the Handover Deed.

### 4. RETURNING VEHICLE

- 4.1. The Client shall return the Vehicle to Bolt in the same good and clean condition as it was at the time of handover, taking into account normal wear and tear of the Vehicle, at the place and date specified in Annex 1, unless Parties agree otherwise. Together with the Vehicle, the Client shall return to Bolt all the documentation and accessories as specified in Annex 1 that were delivered to the Client together with the Vehicle.
- 4.2. If the Vehicle is returned after the lapse of the rental period, the Bolt is entitled to request the Client to pay supplementary usage fees for the extended period. These fees will be calculated in proportion to the daily rental cost of the Vehicle's monthly Remuneration, provided that the delay in returning the Vehicle does not exceed 5 days and the Client has previously communicated valid circumstances to Bolt that caused the delay in handover. Should the return of the Vehicle be delayed for a period exceeding 5 days, or if the Client fails to inform Bolt regarding the delay even if the 5-day limit is not exceeded, Bolt is entitled to demand the full monthly Remuneration for the Vehicle's rental.
- 4.3. Upon returning the Vehicle to Bolt, an instrument of return and acceptance describing the condition of the Vehicle and any defects or nonconformities identified by Bolt or the Client shall be signed ("**Return Deed**"). Photographs illustrating the condition of the Vehicle at the time of return shall be attached to the Return Deed.
- 4.4. If Bolt identifies the Vehicle damages upon handover of the Vehicle due to the Client's failure to adhere to the notification obligation stipulated in clause 5.1 of this Agreement, regardless of the Client's responsibility for causing the damages, Bolt is entitled to waive the limitation of liability granted to the Client under the Bolt Drive Terms and Conditions and seek complete reimbursement for the expenses associated with repairing the Vehicle.

### 5. CLIENT'S OBLIGATIONS

In addition to other obligations set forth in this Agreement:

- 5.1. the Client shall immediately notify Bolt about any incidents involving the Vehicle during the rental period, but in no event later than 5 (five) business days after becoming aware of them.

- 5.2. The Client bears responsibility for accidents, damages, defects, and repairs of the Vehicles as stipulated in the Bolt Drive Terms and Conditions, unless explicitly stated otherwise within this Agreement.
- 5.3. In case the Vehicle cannot be returned to Bolt because the Vehicle has been stolen, lost or significantly damaged to an extent where its repair is deemed economically impractical:
  - 5.3.1. due to the violation of the Bolt Drive Terms and Conditions by the Client, and the Vehicle is not covered by casco insurance, the Client shall compensation Bolt equivalent to the Vehicle's market value, assessed and confirmed by Roheline Laine OÜ, with offices at Peterburi tee 2f, Tallinn (website: <https://greenwave.ee/>) or another renowned third party in the absence of Roheline Laine OÜ, based on the Handover Deed and reduced by wear and tear during the rental period;
  - 5.3.2. without violation of Bolt Drive Terms and Conditions by the Client, the Client shall be exempt from liability unless the Bolt Drive Terms and Conditions or this Agreement provide otherwise.

## 6. BOLT'S OBLIGATIONS

In addition to other obligations set forth in this Agreement, Bolt:

- 6.1. confirms to have exclusive ownership of the Vehicle and that no third party has been or will be entitled to make any claims regarding the Vehicle. In case the Vehicle is leased, Bolt represents and guarantees that Bolt has written permission from the lessor authorizing the use of the Vehicle by Bolt for the purpose of this Agreement;
- 6.2. is responsible for performing necessary repair and maintenance on the Vehicle during the rental period stipulated in Annex 1 to uphold its good condition provided the Client duly notifies Bolt as required under clause 1.6 of this Agreement. In such cases, Bolt will provide the Client with a replacement vehicle. The Remuneration already includes fair compensation for the wear and tear of the Vehicle, as well as regular maintenance, servicing and repairs to the Vehicle resulting from its use by the Client;
- 6.3. shall, at all times, keep the Vehicle insured according to the legal requirements applicable to Bolt as the owner of the Vehicle, notably, with the statutory third-party liability insurance. Bolt shall immediately notify the Client if Bolt becomes aware of any circumstances that might change the aforementioned conditions;
- 6.4. confirm that all regular and extraordinary maintenance of the Vehicle carried out by Bolt, as well as any repairs and modifications made to the Vehicle, comply with the standards and requirements of the Vehicle manufacturer;
- 6.5. confirm that all applicable taxes, including road tax, in respect of the Vehicle have been and continue to be paid in a timely manner.

## 7. LIABILITY

The Parties' total liability under this Agreement is limited to direct material damages arising from their breach of the Agreement and shall never exceed 100% (one hundred per cent) of the market value of all the Vehicles stated in Annex 1 of this Agreement unless liability limitations stipulated in Bolt Drive Terms and Conditions or this Agreement apply. Under no circumstances shall the Parties be liable for any indirect or consequential losses or loss of profit. The limitations and exclusions of liability in this Agreement shall not apply to the extent that such liability cannot be limited or excluded under applicable laws.

## 8. DURATION

- 8.1. This Agreement enters into force on the date of signing by both Parties and shall remain in force until both Parties have satisfactorily performed their obligations or until its termination in accordance with this Agreement.
- 8.2. Any Party may unilaterally terminate the Agreement for convenience by notifying the other Party 30 (thirty) days in advance. In the absence of any material breach, should the Client terminate

this Agreement prior to the end of the rental period as set forth in Annex I, the Client shall be liable for the following charges: (i) If termination occurs during the first 3 months of the rental period, the Client shall pay the full unpaid amount equivalent to the remaining balance of the 3 months rental period; (ii) If termination takes place after the initial 3 months of the rental period, and the Client provides the required 30 days prior notice, the Client shall be responsible for paying a termination fee of EUR 150 per vehicle. If the termination notice requirement is not observed, Bolt is entitled to charge the full Vehicle's rental fee for the notice period.

- 8.3. This Agreement may be terminated by any Party immediately upon notice if the other Party materially breaches any of its obligations under this Agreement and the breach is not cured within 7 (seven) days following written notice to such Party.
- 8.4. Upon termination or expiry of this Agreement, the Vehicle shall be returned to Bolt in accordance with Section 4 of this Agreement.
- 8.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities Parties have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. All terms and conditions of the Bolt Business Terms shall remain in full force and effect following the termination or expiration of this Agreement.

## 9. MISCELLANEOUS

- 9.1. The terms and conditions of this Agreement are confidential between both Parties and shall not be disclosed to anyone else.
- 9.2. Any matters that are not expressly addressed by this Agreement shall be governed by the provisions set forth in the Bolt Business Terms and the Bolt Drive Terms and Conditions.
- 9.3. In the event of any inconsistency or conflict between the terms of this Agreement and the provisions of the Bolt Business Terms or the Bolt Drive Terms and Conditions, or in the event that this Agreement incorporates additional terms that are not covered by the Bolt Business Terms or the Bolt Drive Terms and Conditions, this Agreement shall prevail.

**On behalf of Bolt:**

Name: Andrius Pacevičius

Position: Director



Andrius Pacevičius (October 10, 2023, 1:01 PM GMT)

Oct-10-2023

**On behalf of Valdymo koordinavimo centras, VšĮ:**

Name: Vidas Danielius

Position: Director



Vidas Danielius (October 10, 2023, 12:59 PM GMT)

Oct-10-2023

## ANNEX 1 - VEHICLE LEASE

1. VEHICLE SPECIFICATION		
Vehicle Nr.1		<ul style="list-style-type: none"> <li>- Brand, model, year: Audi A5 Sportback S-Line 2022</li> <li>- Fuel type: Gasoline</li> <li>- Transmission: Automatic</li> <li>- Colour: Grey</li> </ul>
1.1.	Additional equipment	<ul style="list-style-type: none"> <li>- Keys (1 set)</li> <li>- Mandatory Safety Equipment, including but not limited to: fire extinguisher, safety harness, safety knot, first aid kit, wheel chocks and an emergency warning triangle.</li> </ul>
1.2.	Rental period	<ul style="list-style-type: none"> <li>- From: 2023-10-11</li> <li>- Until: 2024-10-07</li> </ul>
1.3.	Date of Vehicle Possession Transfer	2023-10-11
1.4.	Address for Vehicle Pickup	Vilnius
2. REMUNERATION (excl. VAT)		
666 EUR/month* per Vehicle		
<i>*upon exceeding 2500 km/month, an additional fee of 0.10eur/km will be applied for each subsequent km</i>		
Additional changes might be applied in accordance with the Bolt Drive app price list and Bolt Drive Terms and Conditions, including Bolt Drive List of Penalties and Additional Fees.		
3. ADDITIONAL SERVICES		
Included		<ul style="list-style-type: none"> <li>- Provision of a substitute vehicle in the event of mechanical breakdown of the rented vehicle</li> <li>- Seasonal tire changes</li> <li>- 24/7 customer support services</li> </ul>
Excluded		<ul style="list-style-type: none"> <li>- Car fuel</li> <li>- Car washing</li> <li>- Parking in cities</li> </ul>

**CONTRACT NAME** Valdymo koordinavimo centras, VšĮ. BOLT DRIVE MOTOR VEHICLE RENTAL AGREEMENT.docx  
**CONTRACT ID** 61e274ce-343e-42b5-b988-54795ef735f8  
**STATUS** Executed

## CONTRACT HISTORY

 SENT	Sent for Signature to <b>Vidas Danielius</b> (vidas.danielius@governance.lt) by <b>Dovile Zykute</b> (dovile.zykute@bolt.eu).	<b>10 October, 2023 12:19:32 UTC</b> IP: 85.254.96.92
 SIGNED	Signed by <b>Vidas Danielius</b> (vidas.danielius@governance.lt).	<b>10 October, 2023 12:59:54 UTC</b> IP: 78.60.216.140 Vilnius City Municipality, Lithuania
 SENT	Sent for Signature to <b>Andrius Pacevičius</b> (a.pacevicius@bolt.eu) by <b>Dovile Zykute</b> (dovile.zykute@bolt.eu).	<b>10 October, 2023 12:59:55 UTC</b> IP: 85.254.96.92
 SIGNED	Signed by <b>Andrius Pacevičius</b> (a.pacevicius@bolt.eu).	<b>10 October, 2023 13:01:46 UTC</b> IP: 78.56.253.50 Vilnius City Municipality, Lithuania
 EXECUTED	This document has been signed and executed by all parties.	