

«Novye Transportnye Sistemy» LLC
Gorbunova street 2, bld 3, room 2, room 1, 121596, Moscow, Russia
email: we@citydrive.ru
Taxpayer Identification Number (INN) 7704314221
Tax Registration Reason Code (KPP) 773101001
Principal State Registration Number (OGRN) 1157746368999

Approved by an order
of the CEO
N. n\ since 08.09.2021

THE AGREEMENT
THE LEASE OF THE VEHICLE WITHOUT CREW

Moscow

NTS LLC in the person of chief executive officer Sergeev Aleksey, acting on the basis of the Articles of Organization, hereinafter referred to as Lessor, on one hand and a private individual, hereinafter referred to as "User" on the other hand—collectively referred to herein as "Parties"—enter into the present agreement in the form of accession—hereinafter referred to as "Agreement"—about the following:

1. DEFINITIONS

All following words and phrases, if capitalized, mean the following in the present Agreement, unless otherwise specified in the Agreement:

Automobile—a vehicle that the Lessor lends to the User for a short-term rent and use as regulated by the present Agreement, which the Parties enter into by joining the Tenant to the terms of the Agreement.

Rent—the use of the Automobile, in accordance with the purposes identified in the present Agreement, from the time of beginning of the rental period until its termination abiding to section 7 of the present Agreement. The transfer of ownership of the Automobile to the User is prohibited.

MKAD—Moscow Automobile Ring Road.

KAD—Saint Petersburg Ring Road.

Mobile Software Application "Citydrive" (hereinafter—Mobile App)—a software application provided by Lessor, which the User installs on one's mobile device allowing access to Lessors services.

The website of the lessor—<http://citydrive.ru/>

Debiting Without Acceptance—debiting of monetary funds from an account specified by the User without one's additional acceptance. Debiting happens in cases and in accordance with the present Agreement.

Normal Use of the Automobile—careful use of the Automobile for the purposes of travelling from one point to another with due precautions abiding to the road traffic regulations ordained by the government of Russian Federation (hereinafter road traffic regulations), accounting for weather conditions, road condition, etc., not driving on rugged terrain or off-road.

Unused Booking—booking, after which the User does not initiate the Rent of the Automobile as well as an order for which, from the time of pressing the "Book" button in the Mobile App to the time of pressing the "End Rent" button in the Mobile App, the engine had not been started.

Fake Account—an account created using unauthentic information, documents that are not original, information or documents belonging to another person, etc.

Drift—a motion in a circular trajectory or driving the Automobile using sharp turns.

Road Traffic Accident—any event involving: one or two, or more vehicles that occurred in the course of motion involving human death or injury; damage to vehicles, structures, goods, or any other material loss, including, but not limited to collision with other vehicles, mobile or stationary obstacle; running over an obstacle and so forth.

Subscription - an option whereby the User has the right to own and use the Automobile for a fixed period at a price previously established by the User.

The VK Ecosystem is a common space for interaction between users, services within the Ecosystem, and specialized tools designed to improve the usability of services familiar to Users.

VK Connect is a tool provided by VKontakte LLC (OGRN 1079847035179, place of business address: 12-14A, Khersonskaya St, Premises 1-N, 191024 St. Petersburg) that allows transmitting the User's credentials and other data to third parties (VK Ecosystem members that use VK Connect and provide services and/or tools within the VK Ecosystem) as well as receiving the User's credentials and other data by Citydrive from third parties in the course of using services and/or tools within the VK Ecosystem by such person to the extent indicated in the User's VK Ecosystem personal account in order to fulfil agreements between the User and the Ecosystem members).

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2. SUBJECT-MATTER OF THE AGREEMENT

2.1. The Lessor passes the Automobile to the User for a short-term rent and use without provision of driving services nor technical maintenance, and the User accepts the Automobile for use in accordance with one's personal needs not related to conducting any business activity. The contract is terminated (including ahead of schedule) if the Lessor's ownership of the Automobile is terminated.

2.2. User can use the Automobile within Moscow's area and the area around MKAD not exceeding 250 km outside MKAD (within the territory of the Russian Federation). It is forbidden to use the Automobile outside of the designated territory.

2.3. User can use the Automobile within Saint Petersburg's area and the area around KAD not exceeding 250 km outside KAD (within the territory of the Russian Federation). It is forbidden to use the Automobile outside of the designated territory.

2.4. The User shall use the Automobile within the territory not exceeding 250 km from the Sochi International Airport within the borders of the Russian Federation. The User shall not use the Automobile outside the specified territory.

2.5. User shall use the Automobile within the territory of insurance stipulated by the terms and conditions of the Car insurance contract/policy(s).

2.6. User is prohibited from travelling between the territories designated in clauses 2.2, 2.3 and 2.4 of the present Agreement.

2.7. The list of Automobiles and their basic characteristics, rental fee, rate, and other information is stored on the Lessors Website as well as recorded in the Rate, Discount, Bonus, and Rating System Regulation—hereinafter referred to as Rate Regulation.

2.8. The aforementioned Rate Regulation is an integral part of the present Agreement.

3. ORDER OF ENTERING INTO THE AGREEMENT

3.1. User willing to enter into the Agreement has to electronically accept the Agreement in the order, specified in the present section of the Agreement. The Agreement is entered into via accession of the User to all the terms regulated by the Agreement.

3.2. Acceptance implies that the User has familiarized oneself with all the terms of the Agreement, agrees with them and accepts an unconditional obligation to follow them.

3.3. The User and the Lessor both sides recognize the User's acceptance as fulfillment of all following actions:

3.3.1. Filling out the User in full Form provided to the User at the time of registration in the Citydrive Mobile Application, the User also has the right to use the possibility of authorization in the Citydrive Mobile Application through the Sberbank Online mobile application signing in and/or up in the Citydrive Mobile Application via VK Connect, which is the VK Ecosystem tool. Signing in and/or up in the Application via VK Connect means the acceptance of the VK Ecosystem Rules that are publicly available on the Internet at https://vk.com/vk_ecosystem_terms, the User Agreement of VK Connect that is publicly available on the Internet at <https://connect.vk.com/terms>, and the VK Connect User Information Protection Rules that are publicly available on the Internet at <https://connect.vk.com/privacy>.

3.3.2. User's full acquaintance with the terms of the present Agreement that is signified by putting a mark—"checkmark"—in a specially designated box. Citydrive and the User hereby recognize the aforementioned mark to be analogous to User's handwritten signature legally equivalent to User's hand-written signing of the Agreement on a paper medium.

3.3.3. User's presentation of his personal bank card details and Debiting their account Without Acceptance the amount not exceeding five rubles (RUB 5).

3.3.3.1. The payment mentioned in clause 3.3.3 is subject to change at Citydrive's discretion in cases ramified by Citydrive's promotional or other campaigns, as well as by use of promo-code provided by Citydrive, or other circumstances. The altered payment, however, is to be recognized as equivalent to the payment mentioned in clause 3.3.3.

3.3.4. If the User does not email a reasoned complaint at we@citydrive.ru within five days of registration, Citydrive is considered to have abided to its obligations, and the User loses one's right to file a complaint and is considered to have accepted The Lessors abidance to the Agreement.

4. PARTIES' RIGHTS AND OBLIGATIONS

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4.1. The Lessor has the rights to:

4.1.1. At any time carry out control of material safety of the Automobile, its technical condition as well as oversee that the Automobile is used for the purposes specified in the present Agreement.

4.1.2. To deny the Rent of the Automobile if the User has any outstanding debt in respect of the present Agreement, until the User has repaid the debt in full; or if the User has violated any other terms of the present agreement.

4.1.3. unilaterally change the terms of the present Agreement (including rental fee, terms, and rates), having notified the User by posting the information about the corresponding changes on Citydrive's Website or the Mobile App.

4.1.4. seize the Automobile from the User, report it as stolen, remotely turn its engine off, or use other defensive measures if the User has an outstanding rental debt for more than a day (24 hours).

4.1.5. stop abiding to the present Agreement having unilaterally notified the User, if there are reasonable grounds to suspect any potential fraudulence or other malpractice from the User.

4.1.6. In the absence of a response from the User to calls and SMS received during the lease, remotely turn off the engine, and take all actions to return the car, including the declaration the car wanted.

4.1.7. In the absence of GPS-signal for 5 minutes or more, declare the car wanted, remotely turn off the engine, as well as resort to other protective measures.

4.1.8. In case of violation of the territory of permissible use, established by paragraph 2.2, 2.3, 2.4, 2.5 of the present Agreement to declare the car wanted, remotely shut down the engine, as well as to resort to other protective measures;

4.1.9. Request additional documents during the User uses the service and also in cases The Lessor doubts about the User's identity,

4.1.10. To process personal information provided by the User about oneself.

4.1.11. In case of any doubts confirming the identity of the User, the authenticity of the documents provided by the User, the Lessor has the right to require additional information confirming the identity of the person planning to enter into the Contract. In case of failure to provide additional information, non-compliance with the order of the conclusion of the Contract, provided for by section 3 of this Contract, the acceptance is not made, and the Contract is not concluded. The Lessor shall not be liable if the Contract is not concluded due to the inability to process the documents provided by the User for technical reasons.

4.1.12. To equip in the vehicle technical means to allow for videotape;

4.1.13. In case of technical inspection of the Car, its repair, changes during the rental period made in tariffs, terms of the contract, as well as in other cases in which the withdrawal of the Car is required, the User must complete the rent within 24 hours from the moment of such a request. If the requirement to complete the lease is not met, the Lessor has the right to turn off the engine remotely, as well as take all actions to return the Car.

4.2. The Lessor is obligated to:

4.2.1. To provide the User with the Automobile in good technical condition abiding to the requirements of vehicle operation, as well as the required documentation—registration certificate, OSAGO (Compulsory Motor Third Party Liability Insurance) insurance policy. Transfer of the said documentation occurs simultaneously with the acceptance of the Automobile and does not require additional processing.

4.2.2. To cover the Automobile maintenance costs—before the beginning and after the termination of the Rent –, Automobile's insurance—OSAGO (Compulsory Motor Third Party Liability Insurance)—as well as other expenses, occurring due to the Automobile's normal use, except the expenses directly conferred upon the User by the Agreement.

4.2.3. To provide the User with full information about the Automobiles, their types, technical characteristics, respective rental fees, and other information by means of the Mobile App, as well as timely post information about any changes to terms of the Agreement on Lessors Website.

4.2.4. To provide the Automobiles with fuel and lubricants before the beginning of the Rent at Lessors expense. The expenses incurred by the User may be compensated by the Lessor in the form of bonus points that are added to the User's personal account or refunded to the User's bank card in the case referred to in clause 8.3.4 of the Rate, Discount, Bonus, and Rating System Regulation.

4.3. The User is obligated to:

4.3.1. To Accept the Automobile according to the terms of the present Agreement and use it carefully, strictly in accordance with the purposes stated in section 1 of the Agreement, take timely action aimed at preventing and averting any material damage to Lessors property, and eliminate any resulting consequences.

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- 4.3.2. Ensure the safety of the Automobile and the documents for the Automobile from the time of the beginning of the Rent until its termination.
- 4.3.3. Personally drive the Automobile.
- 4.3.4. Abide to the road traffic regulations of Russian Federation and be responsible for their violation.
- 4.3.5. Timely cover the rental fee and other payments in accordance with the terms of the present Agreement, ensure there are sufficient funds available on the bank card, indicated in the Agreement, to be able to cover the said rental fee and payments.
- 4.3.6. At the time of Rent termination to return the rental Car to the Lessor with the engine muffled, the lights turned off, closed doors, in proper technical condition in the manner prescribed by this Agreement;
- 4.3.7. Examine the Automobile for any damage and fill out a corresponding form in the Mobile App «Citydrive» prior to the use of the Automobile.
- 4.3.8. In case of the Automobile is damaged (both external and internal, including dirt) before using the Car, report it to the Lessor through the Mobile application "Citydrive" by sending photos of damage, pollution of the Car in the "Report a problem" section of the Mobile application;
- 4.3.9. Immediately notify Citydrive—via the Mobile App or by calling +7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 555-29-95 in Sochi — the following: any damage to the Automobile; outage of any of the systems, including, but not limited to security system, GPS tracker, other control systems and other Automobile malfunction; Road Traffic Accidents and events, involving the Automobile; events and facts that could lead to damage to the Automobile; malfunction of the Mobile App; termination of Rent without User's corresponding actions as described in the present Agreement. Stop using the Automobile in case of significant damage to or shutdown of: the security system, GPS-tracker, or other control systems.
- 4.3.10. In case of a Road Traffic Accident the User has to report the accident oneself to GIBDD (road traffic police) and simultaneously has to notify Citydrive about the accident via the Mobile App or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 555-29-95 in Sochi. The User is subsequently to procure all the required documents: certificate of an accident in a set form—stating the involved parties and any mechanical damage to the Automobile—and the resolution and is obliged to deliver the originals to Citydrive. The User has to attend all events related to the accident as provided by the road traffic regulations and the effective laws.
- 4.3.10.1. The present Agreement prohibits processing the Road Traffic Accident without involving a State Traffic Safety Inspectorate officer.
- 4.3.10.2. In case of the road traffic accident the User is obligated to do not end the rent until all issuance procedures be finished. The Lessor is authorized to make an assessment of the bonus points. An assessment is calculated for amount of time from since the time of the Road Traffic Accident till the end of the rent (after attend all related events).
- 4.3.11. In case the Automobile is towed away during the Rent—or after the Rent if the Automobile has been towed away as a result of parking violations by the User—the User has to immediately inform the Lessor about it via the Mobile App or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in St. Petersburg, +7 (862) 555-29-95 in Sochi. When evacuating the Car in Moscow and St. Petersburg, the conditions of clauses 4.3.11.1.-4.3.11.3 do not apply. Of the Agreement, the Lessor independently carries out the return of the Car, applying the penalties provided for by this Agreement to the User. In other cases, when evacuating the Car in Sochi, the User is obligated take all the necessary action to retrieve the Automobile from the impoundment lot within the first 12 hours from the time of discovering that the Automobile has been towed away. The User has to cover all the associated expenses, which are not reimbursed by the Lessor.
- 4.3.11.1. In case the User gets a notification from the Lessor about the Automobile having been towed away during the Rent—or after the Rent if the Automobile is towed away as a result of parking violations by the User—the User has to take all necessary action to retrieve the Automobile from the impoundment lot within the first 12 hours from the time of receiving the notification. The User has to cover all the associated expenses which are not reimbursed by the Lessor.
- 4.3.11.2. In case the User violates the timeframe for retrieval actions, provided in clauses 4.3.11 or 4.3.11.1, Citydrive has the right to declare the User having declined to follow one's obligations specified in clause 4.3.11 or clause 4.3.11.1 respectively. The Lessor then retrieves the Automobile itself, penalizing the User according to the terms of the present Agreement.
- 4.3.11.3. In case the User was notified about the towing away after 24 hours have passed since the impoundment, the Lessor has the right to—after covering the impoundment expenses—bill the User to the account, specified at the time of registering

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in the Mobile App, for the expenses incurred during storage of the Automobile at an impoundment lot by means of sending to the User an announcement supplied with the original documents, which confirm having covered the said expenses.

4.3.12. In case the User notices any malfunction of the Mobile App or of the Lessor Website, one has to immediately notify the Lessor about it via the Mobile App, by emailing at we@citydrive.ru, or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 555-29-95 in Sochi.

4.3.13. In case the User's account is debited funds, which are not in accordance with the rates listed on Citydrive's Website, the User has to immediately notify Citydrive by emailing at we@citydrive.ru, or by calling 7(499)322-38-75 in Moscow, +7(812)407-10-69 in Saint Petersburg, +7 (862) 555-29-95 in Sochi.

4.3.14. In case of the acceptance of this Agreement the User should send to the Lessor photos of genuine copies of the driver's license, passport via the Mobile App or by e-mail we@citydrive.ru;

4.3.15. Take proper precautions in order to protect one's Mobile App account, including User's name and password, from unauthorized use by third parties. The User has to immediately inform the Lessor in case of the said unauthorized use. The User hereby confirms that any actions performed by them using one's account details the Parties unconditionally consider to be the User's expression of will. The User takes any risks associated with unauthorized use of one's account, or one's mobile device themselves.

4.3.16. The User is obliged to follow the updates on the website and in the mobile application «Citydrive». The Lessor is not responsible for functional efficiency and relevance information in outdated versions of mobile application «Citydrive»;

4.3.17. In case the User changes one's phone number or other information, listed in the Agreement, the User has to notify the Lessor by emailing at we@citydrive.ru, as well as in writing by sending a registered letter with list of enclosures and acknowledgment of receipt providing the new updated information. Until the Lessor receives the said information, the Lessor fulfills the terms of the Agreement according to the User's information on file. The User takes all the risks associated with the User not informing the Lessor about the change of the said information.

4.3.18. Upon completion of the Car using and termination of the lease, the User undertakes to Park the Car within the permitted zone specified on the Website and in the Mobile App;

4.3.19. On the date of signing the Contract to have a driving experience (category B) of at least 2 years;

4.3.20. Immediately provide the Lessor with the documents repeatedly when sending such a request at the time of the actions on account registration, as well as during the use, including, but not limited to, in case of an accident.

4.3.21. In order to avoid damage to the car's fuel pump system, check the level sensor readings on the car dashboard.

4.4. The User has the rights to:

4.4.1. Rent different Automobiles at different times.

4.4.2. Rent any Automobile from the Lessor that is not being rented at the time of booking.

4.4.3. Receive a reimbursement in the form of bonus points that are added to the User's personal account in the Mobile App, if the User refuels the Automobile or fills in windscreen washing liquid at his/her own expense.

4.5. the User is prohibited to:

4.5.1. Driving a Car in the absence of a driver's license of category "B", as well as the loss of a driver's license, the expiration of the driver's license, the deprivation of the right to drive;

4.5.2. Driving a Car in the condition state of alcohol, drugs, toxic or other intoxication, as well as to refuse to carry out the procedure of medical examination at the request of an official

4.5.3. smoke in the passenger compartment, as well as using e-cigarettes, IQOS, glo, evaporators or other tobacco and tobacco products heating facilities

4.5.4. Transport objects that are soiling or large-sized.

4.5.5. Use technology or attempt actions that might harm Citydrive's Website, Mobile App, the Automobile, other Citydrive's property, or third party's health or property.

4.5.6. Make any modifications to the Automobile, change any of its characteristics, upgrade or downgrade it.

4.5.7. Put any decals on the Automobile or remove the original decals.

4.5.8. Pass the Automobile to third parties, including for the purposes of driving the Automobile or subletting.

4.5.9. Transfer User's account details to third parties.

4.5.10. Use the Automobile for training purposes.

4.5.11. Use the Automobile for competitions.

4.5.12. Use the Automobile as a taxi or for other commercial purposes.

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- 4.5.13. Drive the Automobile off-road or rugged terrain.
- 4.5.14. Drive the Automobile dangerously, drift, practice maneuvers, or otherwise misuse the Automobile, violating its intended use or using it without due diligence.
- 4.5.15. Drive without slowing down, as well as to fail to take accident and damage preventive actions, or drive on a roadbed of inappropriate quality—one, having bumps, potholes, or other type of damage.
- 4.5.16. Stop renting a closed Parking lot, including municipal Parking with the presence of a barrier and a Parking card, a specialized Parking lot, a Parking lot of a shopping Center, shopping complexes, in the territory for access to which a permit is required, in the territory of an underground Parking lot, multi-level Parking, in the territory for access to which it is necessary to pay for entry and/or Parking, as well as in any other territories of limited access.
- 4.5.17. Leave the Automobile on paid parking lots within Saint Petersburg's area and the area around KAD not exceeding 250 km outside KAD, within Sochi area and the territory not exceeding 250 km from the Sochi International Airport.
- 4.5.18. Use an unpersonalized bank card for initial connection or subsequent payment of Orders, as well as any bank card that does not belong to the User.
- 4.5.19. Drive Automobile with excess speed set by traffic regulations, or with excess speed above 140 km / h.
- 4.6. Parties consider the said terms to be essential terms of the Agreement.

5. ORDER AND FORM OF PAYMENT

- 5.1. In order to ensure validity of the bank card details the User is charged the amount not exceeding five rubles (RUB 5) without acceptance at the time of registration. The said funds are not counted as Rent payment and are returned to the User's bank card within 24 hours.
- 5.2. The User has to pay the rental fee to Citydrive for the use of the Automobile, which is calculated in accordance with the rates, specified in: the Rate, Discount, Bonus, and Rating System Regulation; Lessor's Website; the Mobile App at the time of Automobile booking and includes VAT—value added tax.
 - 5.2.1. Minimum order cost is one ruble (RUB 1) including VAT. If the actual order cost is less than one ruble (RUB 1), the difference between the minimum and actual cost is added as Bonus Points on the Bonus Account as specified in the Rate Regulation.
 - 5.2.2. The Lessor may temporarily block an amount of two hundred fifty (250) rubles on the User's linked bank card. At the end of the trip, the amount previously blocked will be refunded back to the User's linked bank card.
 - 5.2.3. The Lessor has the right to temporarily block the advance payment in the amount of the preliminary cost of the trip on the User's linked bank card in case The Lessor to use the information service by contacting the information partner to order a taxi. After the end of the trip the pre-authorized amount will be refund on the User's linked bank card.
 - 5.2.4. The rental fee can be paid by the User by purchasing a Subscription for 30 (thirty) or 60 (sixty) minutes per day. The Subscription is valid for 30 (thirty) calendar days from the date of purchase.
 - 5.2.5. The User has the right to purchase a Subscription by selecting the appropriate option in the Citydrive Mobile App. Subscription option is not available for User using Citydrive Mobile App within 250 km from Sochi International Airport within the borders of the Russian Federation.
 - 5.2.6. The cost of the Subscription is calculated individually for each User based on the cost of the Subscription, additional paid options, and User's discounts on the day of purchase of the Subscription in accordance with the rules established by the Agreement.
 - 5.2.7. The cost of the Subscription, if there is a sufficient number of Bonus Points, is debited from the User's bonus account, and in case of insufficient points, from the bank card account linked by the User in the Citydrive Mobile App.
 - 5.2.8. The User has the right to extend the validity of the Subscription for the next 30 (thirty) calendar days. Subscription renewal can be carried out automatically by the User choosing the appropriate option in the 'Subscription' section in the Citydrive Mobile App, which can be disabled by the User at any time during the Subscription validity period.
 - 5.2.9. The cost of the Subscription renewal is calculated individually for each User based on the cost of the Subscription, additional paid options, the User's discounts on the day of the Subscription renewal and is debited on the last day of the Subscription validity from the User's bonus account, and in the absence of a sufficient number of bonus points from the bank card account linked by the User to Citydrive mobile application.
 - 5.2.10. In case of termination of the Subscription during the period of possession of the Automobile, payment is made by the User per minute, in accordance with the general rules established in the Agreement. The time of the Subscription in the order is calculated with regard to the remaining time on the day when the order was created.

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5.2.11. The Subscription term is calculated in calendar days. A calendar day means any day of the month, including weekends, weekends and holidays.

5.2.12. The validity period of the Subscription is calculated in the User's time zone on the day of purchase of the Subscription. The daily countdown starts at 12 AM and ends at 11:59 PM.

5.2.13. The rental fee and other payments, specified in the present Agreement, are processed by means of Debiting the User's banking card Without Acceptance in accordance with Lessor's rates.

5.2.14. The User confirms that one has familiarized oneself with the rates, specified by Lessor in the Rate Regulation. The Rate Regulation is an integral part of the present Agreement.

5.3. The User's account is debited within 12 hours after Rent termination for the use of the Automobile, unless the rental fee exceeds five hundred rubles (RUB 500) during the Rent. In case the actual rental fee exceeds five hundred rubles (RUB 500), Lessor has the right to debit the User's account—as well as during the Rent—five hundred rubles (RUB 500) every time the said limit is exceeded unlimited number of times as long as the User is using the Automobile.

5.3.1. If the User had accumulated a debt of one thousand rubles (RUB 1,000) at the time of entering "Parking" mode, the Rent will be automatically terminated and the User's personal account blocked until the debt is repaid.

5.3.2. If there are insufficient funds on the User's account or if it is impossible to debit the User's account, as well as if the User's debt reaches one thousands five hundred rubles (RUB 1,500) while using the Automobile, Lessor has the right to remotely turn the engine off. At the time of entering "Parking" mode, in the case of having accumulated the said debt, the Rent will be automatically terminated and the User's personal account blocked until the debt is repaid.

5.4. Debiting of User's account for reasons other than rental fee – penalties – is processed after five days from the time of having notified the User about the occurred payment request. If there are insufficient funds on the User's account, any payment ramified by the present Agreement, including, but not limited to, fines from the state authority, is considered a debt, which Lessor has the right to penalize—in the amount of 5% per day of delay. The said penalty accrues: until the debt is fully repaid, including the penalty amount, by the User; or until the debt information is passed to court for collection; or after two weeks from the beginning of penalty accrument. Fines are deducted within 24 hours from the moment they are accrued.

5.5. The Parties agreed that the administration of fines is carried out by the Lessor without the consent of the User, the costs of the Lessor for the administration of traffic fines, as well as other compensations for the costs of the the Lessor are 20% of the amount of the write-off. The amount of administration is calculated and charged on all debits, with the exception of payments for rent and the booking of the vehicle.

5.6. The administration amount shall be collected together with debiting of the fine principal amount. When the User does not agree with the fine, the User shall notify Lessor on such disagreement by sending a request in Citydrive Mobile Application. If User is not informed of the reasons for disagreement in the said way within five days, the User shall be deemed to have confirmed such consent to fine.

5.7. The User's compliance with the actions, described in section 3 of the Agreement implies an unconditional agreement to have the User's account—to which the bank card is linked—debited for the use of the Automobile and other payments as ramified by the present Agreement, including fines, as well as agreement to have Lessor send payment orders, requests, etc., to the User's Bank.

5.8. If the User—or another person the User allowed to drive the Automobile—violates road traffic regulations during the rental period and as a result of that Lessor or other Automobile owner is liable for the resulting fine, Lessor notifies the User by email about the said liability and Debits the User's account the amount of the fine without Acceptance.

5.9. Erroneous charges are refunded exclusively in the absence of guilty actions on the User's part. If any of the terms of the present Agreement is violated, the charges are not refunded.

5.10. Bonus Point added to the User's Bonus Account in the Mobile App cannot be refunded as monetary funds.

5.11. If, within five days, the User fails to send a motivated claim to an e-mail address we@citydrive.ru, the Lessor is considered to have fulfilled its obligations properly, and the User loses the right to make claims and is considered accepted by the Lessor under the Agreement.

6. RENTAL PERIOD

The rental period is measured in days, seconds, minutes, and hours. The rental period is determined by section 7 of the Agreement.

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Tax Registration Reason Code (KPP) 773101001

Principal State Registration Number (OGRN) 1157746368999

7. ORDER OF RECEPTION-TRANSFER AND USE OF THE AUTOMOBILE

7.1. The transfer of the Automobile to the User is conducted as follows:

7.1.1. The Parties agree upon renting a specific Automobile by means of the User choosing an available Automobile via the Mobile App.

7.1.2. During the choosing of the Automobile the User has to ensure there will be sufficient funds on the bank card linked to the User's account. The Mobile App shows the following Automobile information: location, make of the Automobile, and its model.

7.1.3. The User books the Automobile—by pressing the “Book” button in the Mobile App—in accordance with the Rate Regulation.

7.1.4. If the same Automobile is booked more than once in the course of two hours from the time of the beginning of the previous booking, included in the rate in accordance with the Rating Level, subsequent bookings are paid for by the User in accordance with the "Parking" rate, provided by the corresponding Rating Level's rate.

7.1.5. At the time of pressing the "Unlock Car" button in the Mobile App the User attests to and confirms the fact of reception of the chosen Automobile.

7.1.6. The User has the right to exit the Automobile. The User has to turn the engine off, exit the Automobile, and press the "Lock Car" button. In this case the Rent is not terminated, and the Automobile automatically enters security mode. The Automobile can be re-unlocked via the Mobile App.

7.1.7. The Rent is terminated in the following order: the User has to turn the Automobile's engine off, exit the Automobile, and press the "End Rent" button in the Mobile App. In this case the Automobile automatically enters security mode. The rental period ends at the time of pressing the "End Rent" button. If the User returns the Automobile correctly, Lessor sends the User a message via the Mobile App stating the rental period and the rental fee.

7.1.8. The rental period begins at the time of pressing "Book" button in the Mobile App and ends at the time of actual Rent termination of a specific Automobile, which is confirmed by pressing "End Rent" button in the Mobile App.

7.1.9. If the "Hand over the Car out of Green Zone" option is used, terms of the present section apply. However, the rental period ends at the time when the next User—having received the Automobile in accordance with the “Hand over the Car out of Green Zone” option, provided by the Mobile App—starts the Rent.

7.1.10. From the time the User initiates the "Hand over the Car out of Green Zone" option until the next User starts the Rent, the Rent is not terminated, but the "Car Transfer" rate is applied automatically instead.

7.1.11. If the "Direct Hand over the Car" option is used, terms of the present section apply. However, the rental period ends at the time when the next User—having received the Automobile in accordance with the “Direct Hand over the Car” option, provided by the Mobile App—starts the Rent. In this case the risk of accidental loss or accidental damage to the Vehicle, as well as liability for violates road traffic regulations or legislation of Russian Federation, is retained by the Lessee who transfers the car before the start of the lease next the Lessee in accordance with the terms of the agreement.

7.1.12. The User is obliged to comply with other requirements for acceptance and delivery of the Car, provided for by the Mobile Application.

7.1.13. In case the User took possession of the Automobile in any other way—either at the beginning of the Rent, or during the rental period—specifically, but not exclusively, picked the lock; opened or closed the Automobile in any way different from the one described in the present Agreement; disabled the Automobile's security or control systems; used third party's information or a fake account; otherwise took possession of the Automobile illegally; or continues using the Automobile while it is not in the "Car Use" mode—if using—or "Parking" mode—if the Automobile is stationary with its engine off—the Parties agree to consider such actions a motor vehicle theft and are qualified and punished by the Russian Federation criminal law.

8. PARTIES' RESPONSIBILITIES

8.1. If either Party fails to properly abide to the obligations of the present Agreement, the failing Party is liable in accordance with the effective Russian Federation's legislation.

8.2. If the User—or another person the User allowed to drive the Automobile—violates road traffic regulations or legislation of Russian Federation during rental period, the User is responsible for covering: any incurred traffic fines; costs of having the Automobile parked at an impoundment lot or paid parking.

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8.2.1 If the User leaves the car with the Windows open, the User shall pay a fine in the amount of 1 000 (one thousand) rubles, and also fully reimburse any damage caused in this case;

In case of leaving the Car on a sloping surface without lifting the hand brake, the User pays a fine of 500 (five hundred) rubles, and also reimburses the damage in full if there is one;

8.3. If the User—or another person the User allowed to drive the Automobile—violates any third party’s rights, incurs harm to third party’s health or property, the User has to settle any resulting claims against Lessor and compensate all losses sustained by Lessor.

8.4. If the Automobile is damaged:

8.4.1. If the Automobile is damaged as a result of: User’s negligence, a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, the User is liable to fifty thousand rubles (RUB 50,000) if the damage costs under seventy thousand rubles (RUB 70,000). If the damage costs over seventy thousand rubles (RUB 70,000), the User is liable to fifty thousand rubles (RUB 50,000) plus 25% of the cost, exceeding seventy thousand rubles (RUB 70,000). The Parties may agree to reduce the liability.

Lessor has the right to demand a security deposit of fifty thousand rubles (RUB 50,000) if any damage to the Automobile is discovered. If during a subsequent damage assessment the Parties agree to reduce the liability, Citydrive returns the reduction amount to the User.

If during a subsequent damage assessment or in the course of a repair any hidden damage is discovered and the repair cost exceeds the initially quoted, Lessor has the right to demand the User to cover the surcharge in accordance with the present clause.

8.4.2. If the User has the “Limited Liability” option turned on, clause 8.4.1 is not applicable. If the Automobile is damaged as a result of: User’s negligence, a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, the User is liable to fifteen thousand rubles (RUB 15,000). If the damage costs less than fifteen thousand rubles (RUB 15,000), the User is liable to the actual cost of the damage.

8.4.3. If the Automobile is damaged as a result of a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, while the User—or the other person the User allowed to drive the Automobile—was in a state of alcohol, drug, or other intoxication, the User has to compensate the full damage cost to Lessor and is fined fifty thousand rubles (RUB 50,000).

8.4.4. In the event of leaving the Road Traffic Accident place, or violating the procedure to record the Road Traffic Accident as set out in this Agreement, or drawing up Road Traffic Accident documents with an error, and also in the event of failure to notify Citydrive on the Road Traffic Accident, or any subsequent non-compliance with administrative procedures, or failure to appear at the request of relevant authorities, the User shall reimburse the damage to the Automobile in full and pay a fine of 50,000 (fifty thousand) rubles.

8.4.5. If the Automobile is deliberately damaged in the absence of a Road Traffic Accident, specifically as a result of: the User hitting exterior or interior parts of the Automobile; hitting an obstacle in a situation where, given the condition of the roadbed, the collision occurred and was unavoidable solely in virtue of the User’s chosen speed and actions; placing heavy or large-sized objects, flammable or combustible substances, causing deformation or breakage of the Automobile or any of its devices, in or on the Automobile; intentionally damaging the Automobile in a manner similar to vandalism; leaving unsupervised animals in the Automobile, leading to damage to or destruction of the Automobile; or any other intentional actions on the User’s part, aimed at destroying or damaging the Automobile, the User has to fully compensate the damage cost to Lessor and is fined one hundred fifty thousand rubles (RUB 150,000). The present clause is not applicable in case of a Road Traffic Accident or damage to the Automobile sustained as a result of reasonable wear and tear under the conditions of Automobile’s intended use.

8.4.6. In the case of damage to the tires in the case of collision with an obstacle, a sharp object, a puncture, as well as otherwise in the case of damage to the tire, the User pays a fine of 3 000 (three thousand) rubles. If the User continues to move, resulting in damage to the wheels or other parts of the Car, the User agrees to pay a fine of 5 000 (five thousand) rubles, as well as to compensate for the damage caused to the Car in full

8.5. The User is not liable for losses, incurred as a result of a Road Traffic Accident that was not caused by the User, excluding cases when the Accident is caused by another person the User allowed to drive the Automobile.

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8.6. If the User delays the rental fees' payments for more than 24 hours, Lessor has the right to penalize the User in the amount of 5% from the debt for every day of the delay. If after five days from the time of being notified by Lessor about any fines or other liabilities the User delays the said payments, Lessor has the right to penalize the User by the amount of 5% from the debt for every day of the delay. The said penalties accrue: until repaid in full, including the penalty amount, by the User; or until the debt information is passed to court for collection; or after two weeks from the beginning of penalty accrument.

8.7. In the event of unauthorized application of any decals or removal of any of the original decals and logos of Lessor, or any other cosmetic damages to the Automobile's appearance the User is fined ten thousand rubles (RUB 10,000).

8.8. In case of unauthorized disconnection or damage or damages the Automobile's GPS-tracker or other security or control systems, installed in the Automobile, the User has to fully compensate the incurred damage, if any and is fined one hundred fifty rubles (RUB 150,000).

8.9. If the Automobile is not used according to the intended use or if the User violates any of the clauses from 4.5.10 to 4.5.15 of the present Agreement, the User is fined fifty thousand rubles (RUB 50,000) and has to fully compensate damages, if any, to the Automobile or Lessor.

8.10. If the User loses or damages any of the documents for the Automobile, the User is fined three thousand rubles (RUB 3,000) and has to compensate the costs, associated with recovering the said documents.

8.11. If the User drives the Automobile without having a valid driver's licence and other required documents, the User is fined three thousand rubles (RUB 3,000) and has to fully compensate losses sustained by Lessor as a result of such violation, as well as damages, if any, to the Automobile or Lessor.

8.12. If the User provides to the Lessor false information regarding having held one's driver's licence—while having had it for less than two year—or violates any other orders of entering into the Agreement, Lessor has the right to unilaterally cancel the Agreement, and fine the User thirty thousand rubles (RUB 30,000). The User then has to fully compensate damages, if any, to the Automobile or Lessor.

8.13. If the User terminates the Rent outside the permitted area, the User is fined seven thousand rubles (RUB 7,000) and has to compensate all the associated expenses sustained by Lessor.

If the User terminates the Rent at: an indoor parking; gated parking; impoundment lot; territory, requiring a permit for access; underground parking; territory, requiring a payment for entry or parking; any other limited access territory or in other way violates the terms of the present Agreement, the User is fined two thousand rubles (RUB 2,000) and has to compensate all the associated expenses sustained by Lessor.

The present clause applies to situations of automatic Rent termination, as provided by clause 5.3 of the present Agreement.

8.14. In the event the Automobile is towed away, the User pays a fine in the amount of RUB 1,500 (one thousand five hundred), and also pays other expenses incurred by Lessor in connection with such a violation.

8.14.1 If the User has parked the Automobile in the area of the Parking lot signs is prohibited on odd days of the month, Parking is prohibited on even days of the month, Parking is prohibited with an additional sign "Period of validity" more than 4 hours before the beginning of the specified road signs, the User has to compensate all the associated costs sustained by Lessor.

8.14.2 If the User parked the Automobile in the area of the signs Parking is forbidden on odd days of the month, Parking is forbidden on even days of the month, Parking is forbidden with an extra sign " Period of validity", the User is obliged to pay to Lessor a fine in the amount of one and a half thousand rubles (RUB 1 500) and has to compensate all the associated costs sustained by Lessor.

8.15. If the User soils: the interior of the Automobile, damages the seats or the dashboard, puts decals, paint or writes on or in the Automobile, leaves garbage in the Automobile, or otherwise deteriorates the appearance of the Automobile, exterior or interior, then the User is fined five thousand rubles (RUB 2,000) and has to compensate all the associated costs sustained by Lessor.

8.16. If the User passes the Automobile to another person without properly using "Hand over the Car" function—as prescribed by Lessor—, allows another person to drive the Automobile during Rent—regardless whether or not the User is in the Automobile —, or transfers one's personal account details to third parties, the User is fined one hundred fifty thousand rubles (RUB 150,000) and has to compensate all the associated damage costs, is any, sustained by Lessor or the Automobile.

8.17. If the User passes the Automobile to a person, who: does not have a valid driver's licence, is fully or partially physically unfit to drive, or is a minor, the User is fined two hundred fifty thousand rubles (RUB 250,000) and has to compensate all the associated damage costs, is any, sustained by the Lessor or the Automobile.

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8.18. If the User uploads to one's profile or otherwise provides Lessor with personal information that is false, or tries to deceive Lessor in any other way in regards to the one's personality, including: creating Fake Accounts, using personal information and documents belonging to another person, or sending an incomplete list of documents demanded by Lessor has the right to unilaterally cancel the Agreement and the User is fined forty thousand rubles (RUB 40,000) and has to compensate all the associated damage costs, is any, sustained by Lessor or the Automobile.

8.19. If the User violates clause 2.2, 2.3, 2.4, 2.5 namely drives outside the allowed use territory, the User is fined fifty thousand rubles (RUB 50,000), and has to compensate associated expenses sustained by Lessor.

8.20. If the User violates any terms of clauses 4.3.9, 4.3.10, 4.3.10.1, including: any damage to the Automobile that occurred during rental period; malfunction or outage of any of the Automobile's systems; Road Traffic Accidents and events, involving the Automobile; or events and facts that could lead to damage to the Automobile or violates the order of processing Road Traffic Accidents, the User is fined fifty thousand rubles (RUB 50,000) and has to compensate all the associated expenses sustained by Citydrive. If the User fails to notify Citydrive about: existing damage, soiling or other deterioration of the Automobile; or missing or damaged documents the User is considered responsible for the said damages.

8.21. If the User leaves the Automobile in precarious condition that might lead to Automobile theft or damage, namely: leaving the Automobile with the engine turned on, doors, hood, or trunk open; leaving the folding soft-top folded or insecurely fastened the User is fined fifteen thousand rubles (RUB 15,000), and also compensates for the damage in full, if any;

If the User leaves the Automobile on the sidewalks or creating interference for passing other vehicles, the User is fined five thousand rubles (RUB 3,000), and also compensates for the damage in full, if any;

If the User leaves the Automobile without having the parking brake lifted, the User is fined five hundred rubles (RUB 500), and also compensates for the damage in full, if any;

If the User leaves the Automobile with the Windows open or not fully closed, the User is fined one thousand rubles (RUB 1,000), and also compensates for the damage in full, if any;

In the case of abandonment of the Automobile in a situation a potential threat of evacuation the User is fined two thousand rubles (RUB 2,000), and also undertakes to act in accordance with clause 4.3.11, 4.3.11.1;

In the case of leaving the Automobile with the lights on (position lamps) the User is fined five hundred rubles (RUB 500) and has to compensate all the associated expenses sustained by Lessor and fully cover incurred damage costs, if any;

8.22. In the case of full fuel consumption, the User is fined two thousand rubles (RUB 2,000), and also compensates for the damage in full, if any;

8.23. If the User—or another person the User allowed to drive the Automobile—violates clause 4.5.2, namely drives the Automobile under the influence of alcohol, drugs, or other intoxicants, the person that has been driving under the influence is fined fifty thousand rubles (RUB 50,000) and has to compensate all the associated expenses sustained by Lessor and fully cover incurred damage costs, if any, to the Automobile or Citydrive.

8.24. In case of placing the Automobiles on a lawn or other green territory, the User or another person admitted by the User to drive the Automobile, shall pay the Lessor a fine of 5,000 (five thousand) rubles, and also reimburse any Lessors expenses incurred in connection with the such a violation. The User undertakes to independently settle any claims from any third parties arising in connection with such a violation.

8.25. The User undertakes, upon the request of the Lessor, to confirm the User's usage and placement of the Automobile on a lawn or other green territory. In the event of failure to comply with this condition, the User shall pay the Lessor a fine of 50,000 (fifty thousand) rubles, and also reimburse the Lessors expenses incurred in connection with such violation.

8.26. If the User fails to notify the Lessors before the start of the Rent about any missing or damaged charging cable on Automobiles BMW I3, or if the User damages or steals it, then the User shall pay a fine of 50,000 (fifty thousand) rubles, as well as any damage caused to Citydrive or the Automobile (if any) in full.

8.27. When the User drives the Automobile with lost, expired or revoked driver's license, then the User shall pay a fine of 50,000 (fifty thousand) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.28. When the User fails to notify the Lessor on any technical malfunction, a failure in the Mobile App or other situations in which the use of the Automobile is deemed as such outside the rules and rates established by this Agreement and the Annexes hereto, then the User shall pay a fine of 50,000 (fifty thousand) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.29. If the speed of the Automobile exceeds 140 km / h during the Users rental, the Lessor has the right to block the User's account for 30 calendar days, in case of violation of this condition 3 times; for 30 calendar days in case of violation of this

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condition 6 times. In case of violation of this condition more than 6 times, the Lessor has the right to terminate the Agreement unilaterally.

8.30. In case of violation of clause 4.5.3. of the by the User or a passenger, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.31. If the Automobile is left by the User in a place that creates obstacles for free movement of pedestrians, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.32. In case of violation of other provisions of the Agreement containing the rules on the obligations and prohibitions of the User, the User pays a fine of 2,000 (two thousand) rubles and reimburses the costs of the Lessor associated with such violation, as well as any damage to the Lessor or the Automobile (if any) in full.

8.33. In case of User's violation of the hanging readiness regime, emergency situation regime, the User shall pay a fine in the amount of two thousand rubles (RUB 2 000), as well as any damage to the Lessor or the Automobile (if any) in full.

8.34. If at the end of the Automobile rental the fact of absence of the holder under the phone, the presence of which is confirmed at the moment of the beginning of the rental, the User shall pay a fine in the amount of 1 500 (one thousand five hundred) rubles, as well as any damage to the Lessor or the Automobile (if any) in full.

8.35. If the User fails to return the road kit issued by the Lessor, the User shall pay a fine of thirty thousand (30,000) rubles and reimburses the costs of the Lessor associated with such violation, as well as any damage to the Lessor or the Automobile (if any) in full.

8.36. The Lessor is not responsible for any valuables left in the Automobile by the User or third parties.

8.37. The risk of accidental loss or accidental damage to the Vehicle from the moment of clicking in the Mobile application "Citydrive" buttons "Open" and clicking in the Mobile application "Citydrive" button "Terminate the lease" in accordance with the provisions of this Agreement are the responsibility of the User.

8.38. The Parties determine that fines' amount, provided by the present section of the Agreement, may be reduced by Parties' mutual agreement.

9. GROUNDS FOR AND ORDER OF CANCELLING THE AGREEMENT

9.1. The present Agreement can be cancelled prematurely:

9.1.1. by Parties' mutual agreement;

9.1.2. by the User, by sequentially pressing "Edit" and "Delete Account" buttons in the personal profile;

9.1.3. by the Lessor if the User:

- violates any terms of the present Agreement;
- repeatedly violates road traffic regulations, parking rules, or other legislations;
- deteriorates the Automobile's technical condition;
- tries to employ technology, aimed at blocking the GPS-signal, or otherwise disable security and control systems installed in the Automobile;
- attempts fraud;
- violates any other terms of the present Agreement;

9.2. The Agreement shall be deemed terminated upon the notification of the User.

9.2.1. In case of termination of the Agreement on the initiative of the User, the Contract is considered terminated after 30 calendar days from the date of notification by the User of the Lessor by pressing the "delete account" and confirmation of the lessor of the absence of debt from the User.

9.3. End of the Agreement term does not exonerate the Parties from responsibilities for its violation regardless of the grounds for cancellation, specifically the User is not exempted from covering all charges arising from the terms of the Agreement, nor is the User exempted from any liabilities in respect of the terms of the present Agreement.

9.4. The User should request for account deletion by clicking in the Mobile application in the Personal account "Citydrive" button "delete account", the User confirms the absence of debts to the Leaseholder current rent payments and penalties and agrees to pay the debt In the event of receipt (the day of request or within 30 calendar days) from the Lessor information on the availability of such.

9.5. After the User sends a request to delete the account, the User has the right to cancel the request within 30 calendar days.

9.6. The account shall be blocked from the moment the User has sent the request to delete the account.

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9.7. The User has the right to send a request for account recovery, while a new Agreement is concluded on the procedures described by the Lessor in section 3 of the present Agreement.

10. COMPLIANCE TO PROCESS PERSONAL INFORMATION

10.1. Under the terms of the present Agreement, the User is to provide the Lessor with one's personal information. The Lessor reserves the right to check the said information.

10.2. Under the terms of the present Agreement, personal information implies any information related to the User, including: surname, name, patronymic, date of birth, place of birth, address, passport information, phone number, e-mail, Mobile App account. Compliance to process personal information implies allowing: collecting, recording, systematizing, storing, clarifying (updating, editing), using, transferring, depersonalizing, blocking, deleting, destroying, and any other use of the provided information by the Lessor at its discretion.

The User hereby agrees to recording phone calls with the Lessor's support or another representative.

10.3. The User hereby agrees to receive advertisement and promotional information about: the Lessor, its services, goods, promotions, the Lessor partners etc.

10.4. The Lessor hereby agrees to the departments conducting administrative proceedings in cases of administrative offenses provided for in Chapter 12 of the CAO RF, using any available means of communication (telephone message, telegram, e-mail, SMS messages) about administrative offense and the case on the merits.

10.5. The User confirms and guarantees that all the contact details and bank account details are real. This agreement is valid from the moment of acceptance of the terms of this Agreement during its term, as well as five years after its termination. Upon expiration of the specified period, this consent is deemed extended for each of the next five years in the absence of withdrawal of consent to the processing of personal data (hereinafter referred to as revocation) by the User.

10.6. If the User revokes his agrees to the processing of personal data, the Lessor, if the storage of personal data is no longer required for the purposes of processing personal data, destroys the personal data of the User no later than 30 calendar days after receiving the revocation of consent for personal data processing.

10.7. In cases where the User is in arrears of rental payments or fines, or if there are obligations from causing damage, as well as in other cases in which personal data is required to be saved for processing purposes, the Lessor has the right not to accept the User's response until such circumstances have been resolved renouncement.

10.8. The User hereby gives the Lessor the consent to the transfer of the User's personal data to the fiscal data operator (FDO) in order for the Lessor to fulfil the provisions of clause 1 of Article 4.7 of Federal Law dated May 22, 2003 No. 54-FZ, and to the partners that provide cars for use within the Service. In this case, the transfer of personal data is carried out in the presence of a contract concluded between the Lessor and the partner. The transfer of personal data can be carried out only in cases of violation by the User of the terms of this Agreement or the law, the participation of the User in an accident, as well as in other cases where the transfer is made the interests of the User.

10.9. By signing in and/or up in the Citydrive Mobile Application via VK Connect, the User accepts the VK Connect User Information Protection Rules as the VK Connect tool that are available at <https://connect.vk.com/privacy>, while personal data and other information that does not constitute personal data are collected in the Service upon signing in and/or up through the User filling out the sing-up form or otherwise as available, including via the VK Connect tool or any other third-party service, and further when the User edits previously provided information or adds personal data on his/her own initiative (if applicable) using the Service tools.

When the User uses VK Connect, his/her personal data and other information that does not constitute personal data may be transmitted to third parties (the VK Ecosystem members that use VK Connect and provide services and/or tools within the VK Ecosystem for use in the course of using such services and/or tools by the User), and Citydrive may obtain personal data and other information that does not constitute personal data from these third parties to the extent indicated in the User's VK Ecosystem personal account in order to fulfil agreements between the Users and the Ecosystem members.

11. FORCE MAJEURE

11.1. The Parties are not liable for full or partial failure to fulfill their obligations prescribed by the Agreement, if such a failure was a result of a force majeure that the Parties could not have foreseen, nor prevented, nor depends on the will of either Party and occurred after the Parties have entered into the Agreement.

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11.2. If any of the above circumstances has directly affected the performance of obligations within the period established by the Agreement, this period shall be extended proportionally to the duration of the relevant circumstances. If the specified period exceeds two months, each of the Parties has the right to refuse to perform the Contract unilaterally out of court, notifying the other Party in writing.

11.3. In the event of a force majeure, the affected Party, which is unable to fulfill the obligations prescribed by the Agreement, has to notify the other Party about the beginning and the end of the said force majeure within three days.

11.4. The Party which did not fulfill its obligations to notify the other Party about the force majeure event taking place and did not documentally confirm the occurrence of the said event loses its right to later refer to the said event as being a force majeure.

12. AGREEMENT TERM

12.1. The Agreement comes into effect from the time of User's acceptance of the terms of the Agreement.

12.2. The Agreement is effective for one year from the date of aforementioned acceptance. If neither Party informs the other Party about the cancellation of the Agreement in writing 30 days prior to the end of the Agreement term, the Agreement term is considered extended for another year under the same terms. The Agreement can be extended unlimited amount of times.

12.3. If during the Agreement term—one year—the User never initiates a Rent, the Agreement is considered cancelled after the end of its term and is not extended. The Parties have the right to re-enter the Agreement.

13. OTHER TERMS OF THE AGREEMENT

13.1. On issues not regulated by this Agreement, the Parties shall be guided by the current legislation of the Russian Federation.

13.2. Any conflicts resulting from the present Agreement are to be resolved in accordance with the effective Russian Federation's legislation.

13.3. The Parties agree that any conflict must first be attempted to be settled in a pretrial reclamation order; all Agreement related conflict are to be settled in accordance with contractual territorial jurisdiction, as prescribed by the Civil Procedure Law, in the following courts: in Khoroshevsky court of Moscow, in Moscow city court in accordance with jurisdictions prescribed by the Civil Procedure Law.

CEO

"Novye Transportnye Sistemy" LLC

Sergeev A.V.



DISCOUNT, BONUS, AND RATING SYSTEM REGULATION

1. AIMS OF THE PROGRAM

1.1 Aim of the program are to:

1.1.1. increase the overall number of Users that extend the Transport Vehicle Without Crew Rent Agreement for another year;

1.1.2. increase Users' sense of justice and good faith;

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- 1.1.3. invite new Users by the existing Users' recommendations;
- 1.1.4. provide active Users with Discounts and benefits;
- 1.1.5. apply Rate modifiers to decrease or increase it for respectively abiding or violating the terms of use of Citydrive's Service;
- 1.1.6. promote corporate events;
- 1.2. The present Rate Regulation is an integral part of the Agreement.

2. DEFINITIONS

- 2.1. Citydrive—"Novye Transportnye Sistemy" LLC, owner of Citydrive's Service.
- 2.2. User—a private individual that has entered into the Agreement in the form of the Agreement with Citydrive and uses its Service.
- 2.3. Bonus Account—a set of data in Citydrive's database, recording the amount of current, added and subtracted User's Bonus Points.
- 2.4. Bonus Points—payment unit that is added to User's Bonus Account in accordance with clause 6 of the Rate Regulation. Bonus Point do not have cash value and cannot be refunded as monetary funds. Bonus Points give the User the right to a Discount in accordance with the terms of the Rate Regulation.
- 2.5. Friend—an individual who, during the registration process on the service "Citydrive" entered a unique invitation code provided by another User, in accordance with the rules set out in sections 5 and 6 of this Regulation.
- 2.6. Unique Invitation Code—automatically generated alphanumeric code assigned to every User after the time of Registration with Citydrive's Service, as well as a special link with the Unique Invitation Code embedded in it, located in the User's Profile.
- 2.7. Citydrive's Service (Service)—a short-term Automobile rent service (carsharing), as well as the "Citydrive" Mobile App.
- 2.8. Fuels and Lubricants—95 RON fuel.
- 2.9. Automobile Refueling—supplying the Automobile's—which is currently being rented by the User—fuel tank with additional Fuels and Lubricants.
- 2.10. Recharging shall mean recharging the battery level on the Automobiles BMW I3
- 2.11. Rent—the state of the Automobile being ordered by a specific User.
- 2.12. Order - time of use of the Vehicle by the User in accordance with the rules of section 7 of the Agreement concluded between the User and the Organizer of the program
- 2.13. Mobile application "Citydrive" (Mobile App)- the program provided by the program Organizer, installed by the User on the mobile device, allowing to use the services of the program Organize
- 2.14. Order Cost—due payment, excluding Discounts, for the Automobile Rent, which is calculated automatically.
- 2.15. Registration—entering into the Agreement with Citydrive by accepting the terms of the Agreement in accordance to section 3 in the Agreement.
- 2.16. User's Profile—User's personal page in Citydrive's Website and Mobile App.
- 2.17. Agreement —Transport Vehicle Without Crew Rent Agreement, entered into by the User and Citydrive as the Agreement.
- 2.18. Rate—pricing system for Citydrive's Automobile rent service.
- 2.19. Program—Rate, Discount, Bonus and Rating System provided by the Rate Regulation.
- 2.20. Discount—decrease of the Order Cost in accordance with the Rate Regulation.
- 2.21. Rating—Users' ranking system which is based on: their Service use frequency, presence or absence of violations of the Agreement, and other grounds, described in section 6 of the Rate Regulation.
- 2.22. Rating Points—units of ranking which are added to User's Rating Points' account in accordance with section 6 of the Rate Regulation. Rating Points addition to the User's Rating Points' account are not counted towards rental fee payments. Rating Points do not have cash value and cannot be refunded as monetary funds.
- 2.23. Rating Level—User's position within the Rating, which determines specific User's applicable Rate and additional features.
- 2.24. The driving rating is a personal, User-related, summarized value of the security and cost-effectiveness of the Automobile driving obtained from the Telematic Platform.

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2.25. Telematic Platform shall mean an Internet service of R-Telematika LLC, which renders information services on the analysis of the driving manner and style based on telematics data obtained through specialized equipment installed on the Automobile.

2.26. Marketing campaign – User’s promotional event aimed at increasing existing Users loyalty and attracting new Users.

3. BASIC TERMS OF THE RATE REGULATION

3.1. Terms of the Program were developed in accordance with the effective Russian Federation legislation.

3.2. Order of participating in the Program:

3.2.1. All Users are automatically participating in the program.

3.2.2. Citydrive and the User enter into the Agreement via the User’s acceptance of the Agreement at the time of Registration.

3.2.3. The Agreement is considered entered into from the time of User’s account activation.

3.3. Participation in the Program gives the rights to:

3.3.1. Receive and accumulate Bonus Points for: using Citydrive’s Service; User’s Friends Registration; other activities that are described on Citydrive’s Website, Mobile App, and emails sent to the User’s email address.

3.3.2. Use accumulated Bonus Points to cover the Order Cost.

3.3.3. Change the User’s Rating Level in accordance with the change of User’s Rating Points.

3.3.4. Participate in the Program’s special promotional campaigns described on Citydrive’s Website, in the Mobile App, or in the emails sent to the User’s email address.

3.4. Any terms of the Rate Regulation take effect as soon as a corresponding feature becomes available in the Mobile App.

4. TERMS OF DISCOUNTS

4.1. Users receive Discounts on the following terms:

(clause—terms—Discount type)

1.—Registering with a Unique Invitation Code—50% off (not exceeding RUB 500) on the first Order.

2.—Reaching Rating Level “1”—1% off the Order Cost for every Order until the Rating Level changes.

3.—Reaching Rating Level “2”—2% off the Order Cost for every Order until the Rating Level changes.

4.—Reaching Rating Level “3”—3% off the Order Cost for every Order until the Rating Level changes.

5.—Reaching Rating Level “4”—4% off the Order Cost for every Order until the Rating Level changes.

6.—Reaching Rating Level “5”—5% off the Order Cost for every Order until the Rating Level changes.

7.—Reaching Rating Level “6”—6% off the Order Cost for every Order until the Rating Level changes.

8.—Reaching Rating Level “7”—7% off the Order Cost for every Order until the Rating Level changes.

9.—Reaching Rating Level “8”—8% off the Order Cost for every Order until the Rating Level changes.

10.—Reaching Rating Level “9”—9% off the Order Cost for every Order until the Rating Level changes.

Discounts mentioned in clauses 2 through 10 only apply to Orders made after the respective Rating Level had been changed.

11.—Renting an Automobile marked with a “%” icon on the map in the Mobile App—15% to 50% off (not exceeding RUB 500) the Cost of the respective Order.

4.2. A Friend is to register by entering the Unique Invitation Code—provided by an existing User—in the “Promo Code” field at the time of Registration or by following the special link with the Unique Invitation Code embedded in it. After having entered the Code, the newly registered User receives a 50% off (not exceeding RUB 500) on the Cost of the first Order.

4.3. The Discount is automatically provided at the time of Rent termination—which happens when the “End Rent” button is pressed in the Mobile App—the Order invoice is sent then.

4.4. Clause 4.3 is applies even if the “Handover” option is used, but in this case the Discount is applied only after another User has started renting the Automobile.

4.5. In case of conclusion a contract in which the Client leases and the Organizer rents the Cars, the Client is provided with a 33% Discount on the Cost of each Order.

4.6. Discounts described in clauses 4.1 through 4.5 are not added. The maximum available Discount is applied. The User cannot choose which Discount to apply.

5. ADDITION OF BONUS POINTS

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5.1. Bonus Points are added to User's Bonus Account in the following cases:

(clause—case—Bonus Point amount)

5.1.1. Refueling the Automobile—50 Bonus Points plus the cost of the Refueling.

5.1.2. Inviting a Friend by sharing a Unique Invitation Code with them—30% of Friend's first Order's Cost (not exceeding 500 Bonus Points)

5.1.3. Completing an Order, which costed less than the minimum Order Cost—the difference between the minimum Order Cost and the actual Order Cost.

5.1.4. Filling the Automobile with washing liquid—The quantity of Bonus points corresponds to the cost of washing liquid

5.2. For every Automobile refueling—with RON 95 fuel specifically—50 Bonus Points plus the cost of Refueling are added to the User's Bonus Account. The Refueling has to be confirmed by sending a photo of the receipt obtained at a filling station where the fuel was replenished via the Mobile App or by emailing at we@citydrive.ru, as well as leave the respective paper receipt in the document folder located inside the Automobile. Without having left the paper receipt in the Automobile's document folder the Bonus Points are not added. In case of payment of Refueling with bonus points provided by loyalty programs of refueling stations, the terms of this paragraph shall not apply.

5.3. Every Friend's—which has been invited via the Unique Invitation Code—first Order Cost adds 30% from the Cost amount as Bonus Points (not exceeding 500 Bonus Points) to the inviting User.

5.4. Each filling the Automobile with washing liquid between October 1 and March 31 credits the User with Points in the amount of washing liquid cost per receipt. The washing liquid fillout must be confirmed by sending a photograph of the cash receipt in the manner provided for by Mobile App "Citydrive". No bonus points shall be added without providing a photograph of the cash receipt in the manner provided for by Mobile App. The expenses incurred by the User may be refunded to the User's bank card in the case referred to in clause 8.3.4 of the Rate, Discount, Bonus, and Rating System Regulation.

5.5. If any technical problems—not caused by the User—occur with the Automobile during Rent, Citydrive has the right to add Bonus Points in the amount equal to an Order Cost that lasts as long as it takes for the Citydrive workers to eliminate the occurred problem at the "Basic" rate. To receive Bonus Points in such a case, the User has to timely notify Citydrive about the occurred problems, as well as request the addition of Bonus Points by sending an email at we@citydrive.ru . Citydrive notifies the User about the amount of added Bonus Points –if they are to be added—within a week from the time of the request. Citydrive has the right to deny any addition of Bonus Points, having motivated such a denial.

5.6. Citydrive reserves the right to double check the User provided information, add or deny adding if the order of providing the information is violated, or if the information is false, Bonus Points as a result of such a check. Citydrive has the right to delay adding Bonus Points for no more than two weeks—from the time the User has provided the receipt information by email and in paper receipt form—in order to ensure the validity of the provided receipt information and its correspondence with the readings from the Automobile's devices regarding the date, time, and amount of the Refueling.

5.7. Bonus Points are added to the User's Bonus Account once per action granting Bonus Points in the amount equal to 1 Bonus Point per one rouble (RUB 1) spent. If any of the said actions from clause 5.1—except clause 5.1.1—is repeated, Bonus Points are added as prescribed by clauses 5.1 through 5.4. If the User sends a request to add Bonus Points to their Bonus Account in the absence of the said action from clause 5.1, as well as requests Bonus Points based on false information, Bonus Points are not added.

5.8. The Bonus points shall be added within 3 working days from the fulfillment of the corresponding activity. The Bonus points addition shall be inspected by the Organizer's client managers within a month after the points are added to the User's personal account. The information about Personal account can be received personally, by telephone, or by e-mail to any currently available client manager using the User's telephone number or e-mail address indicated at the registration. The Organizer's client managers shall be entitled to refuse to provide such information in case of contact using any other electronic address or telephone number

5.9. Bonus Points can be used as Discount, where 1 Bonus Point is equal to one rouble (RUB 1).

5.10. If the Agreement is canceled all Bonus Points are lost and the Bonus Account is set to zero Bonus Points.

5.11. If Bonus Points were added erroneously, Citydrive has the right to unilaterally—without the User's consent—subtract Bonus Points from the User's Bonus Account within a month of the erroneous addition. In this case Citydrive subtracts as much Bonus Points as were added erroneously, and notifies the User about the said subtraction and its reasons via email—at the address indicated at the time of Registration.

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5.12. Citydrive may unilaterally deactivate the Bonus Point Program, having notified the Users at least a week in advance. After the Program will have been deactivated, all Bonus Points that are left over will be lost and Users will lose their right to use Bonus Points to cover Order Cost.

5.13. Citydrive can edit any parts of the Rate Regulation, having timely notified the Users by posting the changes on the Citydrive's Website, in the Mobile App, or via emailing the Users at their respective email addresses, which were indicated at the time of Registration.

5.14. Citydrive can issue additional Discounts as part of a promotional or advertising campaign.

5.15. Bonus Points cannot be exchanged into monetary funds and cannot be repaid to the User. Except for Bonus Points received by the Service "Bonus Packages" beyond replenishment amount.

5.16. Discounts specified in the Regulation are applied in the following sequence: Specific Automobile Discount (see clause 4.1); Personal Discount—initially for the first Order Cost by using a Unique Invitation Code from an existing User, later by inviting a Friend; Discount provided by the Bonus Points.

Personal Discounts don't sum up in determining the cost of the Order. If the User has several Unique Codes, the Discount is calculated in accordance with the last entered Unique Code.

5.17. Discounts provided by the Rate Regulation cannot exceed 99% from the Order Cost.

6. The Service "Bonus Packages" (available for connection by the User through the use of the site's <http://citydrive.ru/> functionality in the "Buy Bonuses" section) * - a service in which the User, by clicking the "Refill Balance" button, credits funds to Bonus account in the range of the following packages, and receives a bonus in the form of 1%, 2% or 3%, depending on the selected package. Bonuses are available in the following packages:

- "Package 1000" - with a one-time replenishment of a bonus account in the amount of 1,000 rubles, the User receives 1% discount on the purchase of the package

- "Package 4000" - with a one-time replenishment of a bonus account in the amount of 1,000 rubles, the User receives 2% discount on the purchase of the package

- "Package 8000" - with a one-time replenishment of a bonus account in the amount of 1,000 rubles, the User receives 3% discount on the purchase of the package.

* The Service "Bonus Packages" is unavailable if at the time of replenishment the User has a debt.

7. TERMS OF GENERATING USER'S RATING. SERVICE FEATURES AT DIFFERENT RATING LEVELS.

7.1. Main criteria used to determine the amount of granted Rating Points are: Service use frequency, total Order Cost (excluding Discounts), number of Orders in a calendar month, average Order Cost, number of invited Friends, number of Road Traffic Accidents, having the Automobile towed away, road traffic regulation violation, violation of the Agreement, and timely rental fee and fine payments in accordance with the Agreement.

7.2. Rating is measured in Rating Points, which are shown in the User's Profile. Rating Points are counted automatically in the following cases:

7.2.1. Rating points shall be added at the time of debiting the rent in the manner provided for in section 5 of the Offer. The Rating points for the Order shall be added by the following criteria: the fact of the Order fulfillment (clauses 7.2.5 to 7.2.9), Order value (clauses 7.2.11 to 7.2.15), driving quality (clauses 7.2.33 to 7.2.37). The Rating points specified above shall be summarized. For the Rating points addition, the Order value must be at least 50 rubles including discounts with the minimum run 1 km.

7.2.2. No Rating points shall be charged in case of violation of road traffic regulations and timely payment of a fine for the fact of the payment made.

7.2.3. If the Registration is completed correctly—abiding to the terms of the Agreement—30 Rating Points are added.

7.2.4. If the Registration is completed with violations of the terms of the Agreement—necessitating the User to send additional documents at Citydrive's request—20 Rating Points are added.

7.2.5. In case of fulfilling an Order for RUB 50 and more with the minimum run of 1 km, 2 Rating points shall be added;

7.2.6. In case of fulfilling during the calendar month from 4 to 8 inclusive Orders costing more than 50 rubles, the User shall be added during the subsequent calendar month 4 Rating points per each Order costing 50 and more RUB and per minimum run of 1 km;

7.2.7. In case of fulfilling during the calendar month from 9 to 17 inclusive Orders costing more than 50 rubles, the User shall be added during the subsequent calendar month 6 Rating points per each Order costing 50 and more RUB and per minimum run of 1 km;

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7.2.8. In case of fulfilling during the calendar month from 18 to 35 inclusive Orders costing more than 50 rubles, the User shall be added during the subsequent calendar month 8 Rating points per each Order costing 50 and more RUB and per minimum run of 1 km;

7.2.9. In case of fulfilling during the calendar month more than 35 Orders costing more than 50 rubles, the User shall be added during the subsequent calendar month 10 Rating points per each Order costing 50 and more RUB and per minimum run of 1 km;

7.2.10. No Rating points shall be written off in case of successful payment with a delay of no more than 24 hours from the moment of a debt. In case of successful payment after 24 hours from the date of a debt, 2 Rating Points are subtracted from the User's account every 24 hours before the payment;

7.2.11. When the Order value is over 50 but not more than 400 rubles with the minimum run of 1 km, the User shall be added 2 Rating points;

7.2.12. When the Order value is over 400 but not more than 600 rubles with the minimum run of 1 km, the User shall be added 4 Rating points;

7.2.13. When the Order value is over 600 but not more than 1000 rubles with the minimum run of 1 km, the User shall be added 6 Rating points;

7.2.14. When the Order value is over 1000 but not more than 1600 rubles with the minimum run of 1 km, the User shall be added 8 Rating points;

7.2.15. When the Order value is over 1600 but not more than 2000 rubles with the minimum run of 1 km, the User shall be added 10 Rating points;

7.2.15.1. In case of the Order's value excess over 2,000 rubles and the minimum run of 1 km, the User shall be added additionally 2 Rating points when the excess is 400 rubles, and the RUB 400-fold amounts (i.e. 800, 1200, 1600 etc.)

7.2.16. If an existing User invites a Friends via a Unique Invitation Code, the User receives 10 Rating Points after the Friend have completed their first Order.

7.2.17. In the case of the first Road Traffic Accident with a single participant, or Road Traffic Accident with two or more participants in the presence of the User's fault, or any other fault of the User in damaging the Automobile, 50% are automatically subtracted from the User's Rating Points' account, but not less than 300 Rating points from the User Account Rating points;

7.2.17.1. If after damage assessment it is revealed that the User did not cause any damage to the Automobile, all the subtracted—in accordance with clause 7.2.17—points are returned.

7.2.17.2. If after damage assessment it is revealed that the damage User caused does not exceed seventy thousand rubles (RUB 70,000), 20% of the subtracted—in accordance with clause 7.2.17—points are returned.

7.2.18. In case of each subsequent Road Traffic Accident with a single participant, or Road Traffic Accident with two or more participants in the presence of the User's fault, or any other fault in damaging the Automobile, 100% are automatically subtracted from the User's Rating Points' account, but not less than 1,000 Rating points from the User Account Rating points;

7.2.18.1. If after damage assessment it is revealed that the User did not cause any damage to the Automobile, all the subtracted—in accordance with clause 7.2.18—points are returned.

7.2.18.2. If after damage assessment it is revealed that the damage User caused does not exceed seventy thousand rubles (RUB 70,000), 20% of the subtracted—in accordance with clause 7.2.18—points are returned.

7.2.19. If the Automobile is towed away for the first time, 15 Rating Points are subtracted from the User's Rating Points' account.

7.2.20. In case of a repeated towing away of the Automobile, 25 Rating Points are subtracted from the User's Rating Points' account.

7.2.21. If the User violates the terms of the Agreement and is fined not more than two thousand rubles (RUB 2,000) for that, 20 Rating Points are subtracted from the User's Rating Points' account.

7.2.22. If the User violates the terms of the Agreement and is fined more than two thousand rubles (RUB 2,000), but not more than three thousand rubles (RUB 3,000) for that, 30 Rating Points are subtracted from the User's Rating Points' account.

7.2.23. If the User violates the terms of the Agreement and is fined more than three thousand rubles (RUB 3,000), but not more than five thousand rubles (RUB 5,000) for that, 50 Rating Points are subtracted from the User's Rating Points' account.

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7.2.24. If the User violates the terms of the Agreement and is fined more than five thousand rubles (RUB 5,000), but not more than ten thousand rubles (RUB 10,000) for that, 100 Rating Points are subtracted from the User's Rating Points' account.

7.2.25. If the User violates the terms of the Agreement and is fined more than ten thousand rubles (RUB 10,000), but not more than thirty thousand rubles (RUB 30,000) for that, 200 Rating Points are subtracted from the User's Rating Points' account.

7.2.26. If the User violates the terms of the Agreement and is fined more than thirty thousand rubles (RUB 30,000), but not more than fifty thousand rubles (RUB 50,000) for that, 300 Rating Points are subtracted from the User's Rating Points' account.

7.2.27. If the User violates the terms of the Agreement and is fined more than fifty thousand rubles (RUB 50,000), but not more than one hundred fifty thousand rubles (RUB 150,000) for that, 400 Rating Points are subtracted from the User's Rating Points' account.

7.2.28. If the User violates the terms of the Agreement and is fined more than one hundred fifty thousand rubles (RUB 150,000) for that, 500 Rating Points are subtracted from the User's Rating Points' account.

7.2.29. In case of violating the road traffic regulations which is fined for not more than 500 rubles, 10 Rating points are subtracted from the User's Rating Points' account;

7.2.30. In case of violating the road traffic regulations which is fined for more than 500 rubles but not more than 1 500 rubles, 30 Rating points are subtracted from the User's Rating Points' account;

7.2.31. In case of violating the road traffic regulations which is fined for more than 1 500 rubles but not more than 5 000 rubles, 50 Rating points are subtracted from the User's Rating Points' account;

7.2.32. In case of violating the road traffic regulations which is fined for more than 5 000 rubles, 50% Rating points of the User Account Rating points are subtracted from the User's Rating Points' account;

7.2.33. If the telematics platform assesses the Driving as more than 85 points, then the User shall be added 2 Rating points;

7.2.34. No Rating points shall be added if the telematics platform assesses the Driving as more than 69, but not more than 85 points;

7.2.35. If the telematics platform assesses the Driving as more than 49, but not more than 69 points, then 1 Rating point is subtracted from the User's Rating Points' account;

7.2.36. If the telematics platform assesses the Driving as more than 29, but not more than 49 points, then 2 Rating points is subtracted from the User's Rating Points' account;

7.2.37. If the telematics platform assesses the Driving as less 30, then 5 Rating points are subtracted from the User's Rating Points' account;

7.2.38. When using the Subscription for 30 or 60 minutes per day, the User shall be added Rating points depending on the number of used minutes of the Subscription in the order, based on:

- The Subscription for 60 minutes per day, where 60 minutes are equal to 12 Rating points;

- The Subscription for 30 minutes per day, where 30 minutes are equal to 8 Rating points.

7.2.39. If the duration of the User's Order using the Subscription for 30 or 60 minutes per day is less than 1 minute, Rating points are not awarded.

7.2.40. In case of termination of the Subscription for 30 or 60 minutes per day and switching to the Order with a per-minute payment, Rating points are awarded in accordance with clauses 7.2.5 – 7.2.15.

7.3. Subtracting Rating Points does not serve as grounds for Debiting the User's bank card Without Acceptance in accordance with the terms of the Agreement.

7.4. The amount of Rating Points is displayed on a circular scale in the User's Profile.

7.5. The User is assigned a Rating Level, which determines the applicable Rate and additional features, based on the amount of Rating Points in the Rating Points' account.

7.6. Rating Level is assigned in the following way. If the User has:

7.6.1. not less than 3000 Rating points, refund starting with 23 years old as well as not less than 50 orders from the transition to level '8'—level '9'

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- 7.6.2. not less than 1060 Rating points, refund starting with 23 years old as well as not less than 35 orders from the transition to level '7'—level '8'
- 7.6.3. not less than 880 Rating points, refund starting with 23 years old as well as not less than 35 orders from the transition to level '6'—level '7'
- 7.6.4. not less than 730 Rating points, refund starting with 23 years old as well as not less than 17 orders from the transition to level '5'—level '6'
- 7.6.5. not less than 590 Rating points, refund starting with 23 years old as well as not less than 8 orders from the transition to level '4'—level '5'
- 7.6.6. not less than 450 Rating points, refund starting with 23 years old as well as not less than 4 orders from the transition to level '3'—level '4'
- 7.6.7. not less than 330 Rating points, refund starting with 23 years old as well as not less than 4 orders from the transition to level '2'—level '3'
- 7.6.8. not less than 210 Rating points, refund starting with 23 years old as well as not less than 1 order from the transition to level '1'—level '2'
- 7.6.9. not less than 100 Rating points, refund starting with 23 years old as well as not less than 1 order—level '1'
- 7.6.10. not less than 0 Rating points—level '0'
- 7.6.11. Less than 0, but not less than -99 Rating points—level '-1'
- 7.6.12. Less than -99 Rating points—level '-2'
- 7.7. For Rating Level "0", "1", "2", "3", "4", "5", "6", "7", "8" and "9" the "Basic" Rate—as prescribed by section 7 of the Rate Regulation—is applied.
- 7.7.1. For Rating Level "-1" the "Increased 1" Rate—as prescribed by section 7 of the Rate Regulation—is applied.
- 7.7.2. For Rating Level "-2" the "Increased 2" Rate—as prescribed by section 7 of the Rate Regulation—is applied.
- 7.8. If the User has been assigned Rating Level "5", "6", or "7", clause 5.3.2 of the Agreement—regarding the maximum allowed amount of rental fee debt—is not applied to them. The maximum allowed rental fee debt is set to three thousand rubles (RUB 3,000). If the User has been assigned Rating Level "8", "9" clause 5.3.2 of the Agreement—regarding the maximum allowed amount of rental fee debt—is not applied to them. The maximum allowed rental fee debt is set to five thousand rubles (RUB 5,000).
- 7.9. If the User has been assigned Rating Level "7", "8" or "9", clause 8.4.1 of the Agreement—regarding maximum liability—is not applied to them. If the Automobile is damaged as a result of: User's negligence, a Road Traffic Accident caused by the User—or another person the User allowed to drive the Automobile –, mutually caused by the parties involved in the Accident, or as a result of an Accident involving only the User, the User is liable to fifteen thousand rubles (RUB 15,000). If the damage costs less than fifteen thousand rubles (RUB 15,000), the User is liable to the actual cost of the damage.
- 7.10. Rating Levels imply the following Automobile booking limitations: Rating Level "1"—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "2"—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "3"—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "4"—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "5"—20 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "6"—25 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "7"—25 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "8"—30 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.
- Rating Level "9"—30 minutes of booking of any Automobile not more than once during two hours from the time of the previous booking included in the Rate.

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7.11. Citydrive has the right to unilaterally change the aforementioned terms of generating User's Rating having notified the Users at least a week in advance.

7.12. Citydrive has the right, at its discretion, to provide rate levels, to provide Users with preferential Automobile access as a part of: advertising or promotional campaigns, Citydrive's special events, test-drives, etc.

7.13. User's Rating Level does not decrease, if the User stops or takes a break from using Citydrive's Service. Rating Level decrease or subtraction of Rating Points only occurs in cases, specified by the Rate Regulation.

7.14. The User is to be suspended from Lessors Service and have their rights limited, as prescribed by the Agreement, if their Rating Points reach a value of negative 210.

8. REFUNDS

8.1. Terms of the present section do not apply to Bonus or Rating Points.

8.2. Monetary funds are refunded to the bank card which indicated in their Personal Profile.

8.3. Refunds are issued in the following cases:

8.3.1. payments were erroneously debited twice or more from the User's bank card due to a system error;

8.3.2. the Rate plan or Rate option was changed or added erroneously due to a system error;

8.3.3. an interim payment—described in clause 5.3 of the Agreement—was charged erroneously due to a system error.

8.3.4. The Lessor's subdivision in the location of its presence has been closed.

8.4. The bonus points acquired by the User through replenishing the balance in the personal account in the Citydrive Mobile App may be refunded by the Lessor in cash (pursuant to Clause 5.9 of this Regulation) to the User's bank card in the amount of the balance of points unused by the User as of the date of the User's application or as of the date when it has become impossible for the Lessor to fulfil its obligations on the lease of Automobiles.

8.5. The bonus points deposited by the User to the balance in the personal account shall be refunded by the Lessor less the discounts effective at the time of replenishment.

8.6. Order of refunds:

8.6.1. To file a refund claim, the User has to send a reasoned refund claim, indicating the grounds for such a refund, in one of the following ways:

- by registered mail with return receipt to the following address: 2, Gorbunova St, Bldg 3, Office A900, 121596 Moscow;

- by email with a scanned copy attached to the following email address: we@citydrive.ru;

- by contacting the support service in the Citydrive Mobile App.

8.6.2. Citydrive notifies the User within seven (7) calendar days from the time of the refund claim has been received about the amount and the term of refund, if the said claim is to be satisfied.

8.6.3. Citydrive has the right to deny the refund, having sent a reply explaining such a denial.

CEO

"Novye Transportnye Sistemy" LLC

Sergeev A.V.



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RATES

1. Citydrive system automatically calculates Order Cost by the second.
2. The Lessor has set the following Rates plans:
 - 2.1. "Increased 1", "Increased 2" and "Basic" Rate plans.
 - 2.2. The "Increased 1" and "Increased 2" Rate plans include the information service for contacting an information partner to order a taxi. The Lessor does not provide transportation services, a transportation service cost is determined in accordance with the effective Rates of the information partner. In this regard, payment for transportation services is carried out through the Lessor's Mobile App from the User's bank card specified in the User's Profile.
 - 2.3. The "Basic" Rate plan includes night parking outside the Green Zone (from 8:00 pm to 8:00 am) in Moscow, Saint Petersburg, Sochi, as well as one booking of the Automobile with temporal and quantitative restrictions provided for at the appropriate Rating Level and the information service for contacting an information partner to order a taxi. Lessor does not provide transportation services; the cost of transportation services is determined in accordance with the rates in force with the information partner. In this regard, payment for transportation services is carried out through the Lessor's Mobile App from the User's bank card linked to the User's Profile.
 - 2.4. Users who have driving experience of at least 2 years and have reached the age of 23 years can access all the Automobiles listed in the Mobile Application as available for rent, namely: smart fortwo 451, smart fortwo 453, smart forfour 453, Nissan Qashqai, Hyundai Creta, Renault Kaptur, Hyundai Solaris, KIA Picanto, Kia Rio, Kia Rio X-line, VW Polo, Kia Soul, Kia Sportage, Renault Arkana, Mercedes-Benz A-class 180, Mercedes-Benz A-class 200, Mini Hatch(One) 5D, BMW X2, smart cabrio, smart forfour (with sliding roof option are), Nissan X-trail, BMW i3, Audi A3, Audi A4, Audi Q3.
 - 2.5. For users who do not meet the requirements of clause 2.4. of this regulation, Automobiles are available for rent: smart fortwo 451, smart fortwo 453, smart forfour 453, Hyundai Creta, Hyundai Solaris, Kia Picanto, Kia Rio, Kia Rio X-line, Kia Soul, Kia Sportage, Nissan Qashqai, Nissan X-Trail, Renault Arkana, Renault Kaptur, VW Polo.
 - 2.6. Updates on the "Increased 1", "Increased 2" and "Basic" Rate plans are available in the Mobile App.
3. To the automobiles specified in p. 2.4 hereof, The User (minimum age 23 years old) can add the "Limited Liability" Rate option to any of the aforementioned Rate plans (called "KASCO" in the Citydrive Mobile App).
4. To the automobiles specified in p. 2.4 hereof, The User can add the "Life Insurance" Rate option (called "Life&Health Insurance" in the Citydrive Mobile App).
5. Updates on the cost of "KASCO" and "Life&Health Insurance" options are available in the Mobile App.
6. "Transponder" option is automatically connected to the Automobiles equipped with transponder, which gives the right to operate the Automobile on toll roads and toll road sections in Russia.
 - 6.1. The cost of "Transponder" option is calculated according to the tariffs, which are available at <https://nch-spb.com/tariffs/transponder/>.
By activating the "Transponder" option, the User accepts the terms and conditions set forth on the link <https://nch-spb.com/travel/rules/terms-of-service/>.
 - 6.2. Depending on the Rating level, the User gets a "Transponder" option discount:
 - for User of the Rating Level "8", "9" - 100% discount
 - for User of Rating level "5", "6", "7" - 50% discount
 - for User of Rating level "3", "4" - 25% discount
7. The following is available for the User Tariffs representing the possibility to Rent the Car within a predetermined period of time (hereinafter - Package rate). The Rental cost, if the Package rate is used, consists of two parts:
 - permanent (is the cost of booking the Car;)
 - variable (formed on the basis of the distance covered by the Car during the Rent).

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7.1. The Package rates provide the following options: 2 hours, 3 hours, 6 hours, 12 hours, 1 day, 2 days, 3 days, 5 days, 7 days and the "Travel" Rate plan for 7 days.

7.2. "KASCO" Rate option cost in the Package rate is 10% of the amount that constitutes the permanent part of Rental cost, including 20% VAT.

7.3. "Life&Health Insurance" Rate option cost in the Package rate is 5% of the amount that constitutes the permanent part of Rental cost, including 20% VAT.

7.4. If at the end of the Rental Time the Automobile is less than 125 km away from the Moscow Ring Road, St. Petersburg Ring Road, Sochi International Airport border, then the Basic tariff will be automatically activated. If at the end of Rental time the Automobile is within 125 km or more of the Moscow Ring Road, St. Petersburg Ring Road, Sochi International Airport border, then the Basic tariff will be automatically extended. Sochi, then automatic prolongation of Car rental for 1 day, the cost of which is formed from the amount constituting the fixed part of rent and the amount constituting the variable part of rent, including VAT 20%. The User has the right to change the automatic extension on the connection of the Basic tariff when connecting the Package rate.

7.5. If the User has completed the Rent earlier than the period provided for in the Package rate, the Lessor may recalculate the Rent according to the Base Tariff. At the same time, as a result of recalculation, the cost of the Rent may not exceed the cost of the Rent stipulated in the Package rate.

7.6 The Rent price includes the option of free booking of the Car. Free booking time is calculated according to the Rating level as follows:

Rating Level "1" - 20 minutes of booking any Automobile.

Rating Level "2" - 20 minutes of booking any Automobile.

Rating Level "3" - 20 minutes of booking any Automobile.

Rating Level "4" - 20 minutes of booking any Automobile.

Rating Level "5" - 20 minutes of booking any Automobile.

Rating Level "6" - 25 minutes of booking any Automobile.

Rating Level "7" - 25 minutes of booking any Automobile.

Rating Level "8" - 30 minutes of booking any Automobile.

Rating Level "9" - 30 minutes of booking any Automobile.

7.7. If the duration of the Rent exceeds the Rental Period specified in the Package rate, the Base Rate is automatically connected.

7.8. Connection of any tariff option of the Package rate is carried out only if this option is provided by the Mobile app.

7.9. The Package rate provides for the possibility to use the Automobile within the territory specified below, based on the Rating level of the User, as well as the possibility to connect the option "expand the area of use" for an additional fee.

The zone of use means the territory within the Russian Federation, the radius of which is calculated from the Moscow Ring Road, Ring Road in St. Petersburg, the border of Sochi International Airport in Sochi.

Rating level	Zone of use available to User (permissible radius)	Option "expansion of the zone of use"
1, 2, -1, -2, 0	up to 250 km	up to 500 km for 500 rubles, including 20% VAT up to 1000 km for 1000 rubles, including 20% VAT up to 2000 km for 2000 rubles, including 20% VAT
3, 4	up to 500 km	up to 1000 km for 1000 rubles, including 20% VAT up to 2000 km for 2000 rubles, including 20% VAT
5, 6, 7	up to 1000 km	up to 2000 km for 2000 rubles, including 20% VAT
8, 9	up to 2000 km	

The cost of the option "expansion of the zone of use" is reduced by a discount, which is calculated based on the Rating level, in accordance with the Regulations on discounts, bonuses and rating system of the Agreement.

7.10. If the User has reached the Rating Level "9", the User is entitled to use the Rating Points exceeding the amount of Points required to reach the Rating Level "9" to get a discount when choosing the "Package rate". The size of the discount is calculated as follows: 1 Bonus point = 1 ruble of the discount; the discount cost is 90% of the permanent part of the Rent.

7.11. Updates on the Package rate specified in p. 8 of these Rates Regulations are available in the Mobile App.

8. The Rate plan is applied automatically depending on the User's Rating Level, the selected car and the city of use.

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9. Switching between Basic and Increased Rate plans is done automatically at the time of reaching or losing a Rating Level.
10. If the User reaches the Rating Level "9", the Rental price includes parking within the territory permitted for the completion of the Rent from 00:00 to 07:00.
11. Cost of the "Limited Liability" Rate options per minute of use sums up with any Rate in the Rate options of driving, parking or parking in the Handover mode. Payment is made automatically by a direct debit from the User's bank card upon completion of the Order.
12. To any tariff, the User has the right to connect the option "life and health insurance of passengers and driver". Insurance is provided by the limited liability Company "Renaissance Insurance Group" (hereinafter-the Insurer) in accordance with the terms and conditions provided by the Insurer. The lessor shall not be liable for the insurer's changes in the terms of insurance, as well as for the Insurer's performance of its obligations. Terms and conditions of life and health insurance contracts of passengers (hereinafter insurance Contracts) are available for review at the link in the Application.

The cost of the tariff option "life and health insurance of passengers and driver" is 0.5 rubles, including VAT 20% per minute of use and is summed up on tariff options traffic. Insurance is carried out by the Insurer in accordance with the conditions provided by the Insurer. The lessor shall not be liable for the insurer's changes in the terms of insurance, as well as for the Insurer's performance of its obligations. The terms of additional insurance are available at the link in the Annex.

In case of occurrence of insured events for the risks specified in the Insurance Contracts, the User independently interacts with the Insurer. The lessor, upon the request of the User, provides documents confirming the Lessee's use of the Car.
13. If the User is assigned a Rating Level "7", "8" or "9", the "Limited Liability" option is automatically included in the "Basic" Rate plan for driving, parking, and parking while in "Handover" mode Rate options and needs not to be paid for separately.
14. In achieving User Rating Level "8" or "9" the cost of the "Limited Liability" includes in the Basic rate.
15. The "Limited Liability" or "Additional Insurance" Rate options are applied by means of choosing the option upon request when first using Citydrive Mobile App. The Rate plan is activated in 24 hours from the moment of choosing in the User's profile. The User can cancel this Rate option from the User's Profile in the Citydrive Mobile App, as well as by not choosing to add it at the time of first using the Citydrive Mobile App. Additional option is deactivated from the moment of the corresponding selection in the User's profile.
16. The "Limited Liability" Rate options cannot be adding in cases when the Automobile is rented as part of the User's participation in the Marketing campaign, if this is provided for by the rules of the Marketing campaign. Similarly, in the case of participation in a Marketing campaign with a User who has assigned "7", "8" or "9" Rating Level, the "Limited Liability" Rate options is not allowed.
17. The User has the right to purchase a Subscription for using the Automobile for a fixed period at a cost previously established by the Lessor.
18. The Subscription provides the usage of the Automobile at the conditions below:
 - 18.1. When purchasing a Subscription for 30 or 60 minutes a day, the cost of the Subscription depends on the availability of the "Life&Health Insurance" or "KASCO" options subscribed for at the time of purchase.
 - 18.2. Depending on the User's rating in the Citydrive, a discount of 1% to 9% may be applied to the cost of the Subscription, established by the Agreement.

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- 18.3. Minutes of the Subscription that were not used by the User are not carried over to the next term of the Subscription and are not compensated by the Lessor.
- 18.4. During the validity of the Subscription, the Automobile mileage is not charged separately and is included in the cost of the Subscription.
- 18.5. The minutes of the Subscription available for use can be used by the User during one or several orders.
- 18.6. The options "Life Insurance" and "Limited Liability" plugged by the User, which were in effect before the purchase of the Subscription, continue to operate on the general conditions specified in the Agreement.
- 18.7. Updates on the cost of the Subscription are available in the Mobile App.

CEO

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Approved by an order
of the CEO
N. n/a since 08.09.2021

**Annex N. 1 to the agreement the
lease of the vehicle without crew**

The Parties agreed following changes to the present Agreement. These changes can be applied only for Automobile's rent within the territory not exceeding 250 km from the Sochi International Airport within the borders of the Russian Federation.

1. Add the clause 2.1.1. to the Agreement and to read as follows:

«2.1.1. The minimum rental period is 1 day since the rental period begins».

2. In other cases, not expressly regulated by this Annex, the Parties shall be governed by the Agreement.

CEO

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