



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

Approved by an order
of the CEO

No 05-06/03-2025 dated 06.03.2025

THE AGREEMENT

the lease of the vehicle without crew

Moscow

NTS LLC in the person of chief executive officer Mingazhev Eduard, 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:

A Car (including E-Vehicle) is 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 entered into by joining the User to the terms of the Agreement.

A Bank card - is a card belonging to the Tenant of an international or national payment system, registered (linked) by the Tenant to the Personal Account for the purpose of using the Service.

User's bank - is a credit institution that issues a User's Bank Card, as well as settlements on transactions made using a Bank Card.

An E-Vehicle is a vehicle driven exclusively by an electric motor and charged using an external source of electricity.

E-Mobility charging station is an electric vehicle charging station.

Systematicity is a sign indicating that a person has committed two or more identical or similar offenses.

Persistent breach is a repeated (two or more times) violation by the User of the traffic rules and/or the terms of the Agreement.

A trip - is the time of using the car in accordance with its intended purpose from the beginning of the lease to its completion, regardless of the modes: «Use», «Transfer», «Parking».

Fuel – gasoline RON-92 or RON-95.

Other payments shall mean payments to be made as a result of the Car usage by the User, causing damage to the Car and the Lessor's equipment inside the Car, causing damage to third parties and their property, violating any rules of conduct and usage resulting in expenses, losses in the form of the Lessor's lost profit, fines, penalties etc.

Personal account - is the Tenant's account (account) in the Citydrive Mobile application, which is a personal page with a set of data about the Tenant.

Mobile application «Citydrive» (Mobile application) - a computer program, which is a collection of data, commands and audio-visual displays generated by it, is a module of the Citydrive Software.

Citydrive Software (software) - is a computer program that includes the Citydrive Mobile Application (including under alternative names) and other software modules (components, extensions), and provides the Tenant with the opportunity to use the Service. The software is registered in the unified register of Russian software, registry entry No. 24638 dated 10/28/2024.

MKAD – Moscow Automobile Ring Road.

KAD – Saint Petersburg Ring Road.



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MSD – Moscow High-speed Diameter.

ZSD – Western High-speed Diameter.

CCAD - Central Ring Road.

Entrepreneurial activity - is an independent activity carried out at your own risk, aimed at systematically making a profit from the use of property, the sale of goods, the performance of works or the provision of services.

The corporate payment method - the ability to pay the cost of the trip, as well as the insurance premium (if the «Casco» Option is activated) by the Renter in the Mobile application Citydrive software, the main terms of which are posted in the CITYDRIVE for Business section of the Landlord's Website at the link: https://corp.citydrive.ru/registration?from=landing_header_reg. Using this payment method is not possible when renting a car through a web browser.

Car order - a service provided by the Lessor when the Car is delivered to the User at a specific place and time.

Inclusive carsharing - an option provided by the Lessor, under which the Car with an additional manual control drive designed to be driven by persons with disabilities is delivered to the User at a place and time specified by him.

The Lessor's website (Website) - is a website hosted on the Internet at: <https://citydrive.ru> .

Undisputable and acceptance-free write-off – debiting funds from the account specified by the Lessee, without obtaining additional consent of the Lessee. Debiting is carried out by the rules p. 5.8 and in cases, provided by p. 3.3.4., 4.3.10.3., 5.1., 5.2.13., 5.4, 5.9., and p. 8, 20 Provisions on tariffs to this agreement.

Normal use/normal operation of the Vehicle – careful use of the Car in accordance with the terms of the Contract and the requirements of the legislation, in compliance with Traffic Rules (including provisions on the transportation of goods and people), taking into account meteorological features, road surface features, prevention of off-road traffic (according to the relevant traffic rules term), over rough terrain, off-road, or roads unsuitable for driving a car.

Dangerous driving - is the use of a Car with the commission of actions interpreted in accordance with the relevant definition of traffic regulations, as well as other actions that endanger the life and/or health of other road users, the threat of harm to the Car and property of third parties. These actions include, but are not limited to, overtaking in a place that prohibits the performance of the specified maneuver, driving in the opposite direction in violation of traffic regulations, driving at a traffic light that prohibits traffic, driving on sidewalks, roadsides, dividing lanes, bicycle or pedestrian paths, violation of traffic rules across railway tracks.

Unused Booking – is a reservation after which the Tenant does not start the Trip, as well as a Trip in which the engine was not turned on from the moment the "Book" button was clicked or from the moment the Car was booked using the Function "autobooking" in the Mobile Application until the "End the lease" button was clicked in the Mobile Application.

The Option «casco» - is a Lessor's service for organizing the Tenant's accession to a voluntary insurance agreement (hereinafter referred to as the insurance agreement) concluded between the Insurer (LLC IC Sberbank Insurance) and the Policyholder (Lessor).

SberSpasibo - is a third-party loyalty program, the implementation of which is provided by TSPL JSC (OGRN 1117746689840), built on a system of accumulation and use of bonuses. The full terms of the loyalty program are located at the link: <https://spasibosberbank.ru/legal-information/pravila-programmy>.

Cost of the Trip - is the totality of payments accrued to the Lessee in the form of a rental fee and a service fee for using the CityDrive Mobile Application.

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

Drift – is movement along a looped trajectory and / or trajectory characterized by sharp turns of the Car, as well as movement accompanied by sliding of the front or rear axle of the Car, locking the wheels with a handbrake.

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.

Structurally Lost Vehicle – the condition of the Car that occurred as a result of the damage it received and /or as a result of the loss of its parts, in which the cost of repair (including the cost of transporting the Car to the place of repair, if such



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transportation was carried out at the expense of the Policyholder (Beneficiary) is equal to or exceeds 75% (unless otherwise provided for by the insurance contract or a separate written agreement of the Parties) of the actual value of the Car (the actual value of the Car at its location on the day of conclusion of the insurance contract) or in which the need for repair of Car elements (frame, body, a component part of the structure, etc.), the repair and/or replacement of which will lead to the loss of the VIN number of the Car (identification number, caused by the manufacturer when the Car was released) and the inability to identify the Car. Constructive loss of a Car also includes cases when the sum of all declared and unresolved losses on an insured Car under one insurance contract exceeds 75% of the actual value of the Car on the date of the latest of the declared insured events, as well as cases when, in the absence of an insurance contract, the cost of repair is equal to or exceeds 75% of the market value of the Car at the time AN accident.

Services for checking administrative fines – websites or software owned by the Partners of the Lessor that receive information about administrative fines imposed on individuals, legal entities and individual entrepreneurs by integrating their software with the services of the traffic police, the Association of International Road Transport Carriers, the Moscow State Automobile & Road Technical University and other electronic services.

A selfie - is a photo image of the Tenant that meets all the following requirements:

- 1) the photo image was taken by the Tenant himself on the camera of the Tenant's mobile device, from which the Mobile Application was logged in;
- 2) the photo image has not been edited (not changed);
- 3) the photo image clearly shows the tenant's face, which is not blocked by other objects or images;
- 4) the photo image does not contain elements that violate the legislation of the Russian Federation or offend public morality;

Partner (Partners) – legal entities and individual entrepreneurs with whom contracts have been concluded in order to fulfill the Lessor's obligations to the User under the lease agreement.

Traffic rules - traffic rules approved in accordance with the procedure established by the legislation of the Russian Federation and in force at the time of the Agreement.

Citydrive Service (Service) - is a Citydrive Website and Software that provides the Tenant with the opportunity to familiarize himself with the information and materials posted on the Service and/or the opportunity to use the Services of the Landlord.

Carsharing Service - is the provision of a vehicle without a crew to a Tenant for a short-term lease (for a period of no more than 7 days) on the basis of a Carsharing Service Agreement. The Carsharing service is provided only through the Tenant's use of the functionality of the Citydrive Mobile Application.

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 indicated in the Mobile Software Application. The Subscription option is available to the Tenant if there is a technical possibility to connect it in the Citydrive Mobile application.

Economy/Comfort/Premium/Electro – a class of vehicles united by the Lessor based on their technical characteristics, comfort level, as well as the purchase price.

Economy Class Vehicles – automobiles of the following brands/models: Kia Rio, Kia Rio X-line, Skoda Rapid, VW Polo VI, Renault Kaptur, Renault Arkana, Citroen C4, Changan Alsvin, Chery Tiggo 4 Pro, Chery Tiggo 4.

Comfort Class Vehicles – automobiles of the following brands/models: Москвич 3, BelGee X50, Changan CS55 Plus, Chery Tiggo 7 Pro, Chery Tiggo 7 Pro Max, Exeed LX, Geely Atlas Pro, Geely Coolray, Geely Coolray New, Geely Emgrand 7, Haval Jolion Elite, Jac J7, Jac JS4, Jac JS6, Kia Soul, Kia Sportage, Mitsubishi Outlander, Nissan Qashqai, Nissan X-Trail, Omoda C5, Omoda S5, Skoda Karoq, Skoda Kodiaq, VW Tiguan, Haval H3, GAC GS3.

Premium Class Vehicles – Audi Q3, Audi A4, Audi A3, BMW X2, BMW X1, BMW 318i, BMW 218i, Exeed TXL, Chery Arrizo 8, Changan Uni-V, Changan Uni-T, Chery Tiggo 7 Pro Max New, Changan Uni-S.

Electro Class Vehicles – Tesla Model Y, VW ID.4, VW ID.6, Москвич 3e, Skywell ET5.

EKAD - Yekaterinburg Ring Road.

Rate (Tariff) – rate of pay of Automobile rent service during a certain time interval or distance covered.



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Green Zone – the area specified the green outline in the Mobile Software Application as a zone where User must end of a rental period.

Refueling of the Car – filling of Fuel and lubricants into the gas tank of the Car rented from the User at the time of refueling.

The Option "radar" - is an option that allows the User to automatically search for a Car available to the User for booking in the Mobile Application. The automatic search takes place during the time period specified by the User, taking into account such parameters as the distance from the selected location on the map in the Mobile application to the Car.

The Function "autobooking" - is a function that allows you to book a Car automatically using the functionality of the Mobile Application after the User selects the Option "radar" and the "autobooking" button moves (the "slider" moves to the right). Activation of the "auto-booking" function is available to the Tenant if technically possible in the Citydrive Mobile application.

2. SUBJECT MATTER

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. Car rent shall be terminated (including ahead of time) in case if the Lessor ceases to own the Car.

2.2. The Lessee uses the Car on the territory of the city of Moscow and within a radius not exceeding 2,000 (two thousand) km from the outside of the MKAD (within the borders of the Russian Federation). It is not allowed to use a Car outside the specified territory. The territorial restriction specified in this paragraph does not apply to an Electric class Car. The Tenant uses an Electric class car on the territory of the city of Moscow and within a radius not exceeding 250 (two hundred and fifty) km from the outside of the MKAD (within the borders of the Russian Federation). It is not allowed to use a Car outside the specified territory. User can use the Automobile within Saint Petersburg's area and the area around KAD not exceeding 250 (two hundred and fifty) km outside KAD (within the territory of the Russian Federation). The User shall not use the Automobile outside the specified territory.

2.3. The Lessee uses the Car on the territory of the city of St. Petersburg and within a radius not exceeding 2,000 (two thousand) km from the outside of the Ring Road, within the borders of the Russian Federation. It is not allowed to use a Car outside the specified territory. The territorial restriction specified in this paragraph does not apply to an Electric class Car. The Tenant uses an Electric class car on the territory of the city of St. Petersburg and within a radius not exceeding 250 (two hundred and fifty) km from the outside of the ring Road, within the borders of the Russian Federation. It is not allowed to use a Car outside the specified territory.

2.4. The Lessee uses the Car in an area not exceeding 2,000 (two thousand) km from Sochi International Airport, within the borders of the Russian Federation. Outside the specified territory, as well as on the territory of the Republic of Crimea and the federal city of Sevastopol, the use of a Car is not allowed. The territorial restriction specified in this paragraph does not apply to an Electric class Car. The Tenant uses an Electric class car in an area not exceeding 250 (two hundred and fifty) km from Sochi International Airport, within the borders of the Russian Federation. Outside the specified territory, as well as on the territory of the Republic of Crimea and the federal city of Sevastopol, the use of a Car is not allowed.

2.5. The Lessee uses the Car on the territory of the city of Yekaterinburg and within a radius not exceeding 2,000 (two thousand) km from the outside of the ECAD (within the borders of the Russian Federation). It is not allowed to use a Car outside the specified territory. The territorial restriction specified in this paragraph does not apply to an Electric class Car. The Tenant uses an Electric class car on the territory of the city of Yekaterinburg and within a radius not exceeding 250 (two hundred and fifty) km from the outside of the ECAD (within the borders of the Russian Federation). It is not allowed to use a Car outside the specified territory. Crimea and the federal cities of Sevastopol are not allowed to use a car.

2.6. The Lessee uses the Car on the territory of the city of Nizhny Novgorod and within a radius not exceeding 2,000 (two thousand) km from Nizhny Novgorod International Airport within the borders of the Russian Federation. It is not allowed to use a Car outside the specified territory. The territorial restriction specified in this paragraph does not apply to an Electric class Car. The Tenant uses an Electric class car on the territory of the city of Nizhny Novgorod and within a radius not exceeding 250 (two hundred and fifty) km from Nizhny Novgorod International Airport within the borders of the Russian Federation. It is not allowed to use a Car outside the specified territory. federal significance of Sevastopol, the use of a car is not allowed.



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

2.8. User is prohibited from travelling between the territories designated in clauses 2.2, 2.3,2.4, 2.5. and 2.6. of the present Agreement.

2.9. The list of Cars and their basic characteristics, rental fee, Rates and other information are published in the Mobile Software Application, as well as recorded in the Rates Regulation and Discounts, Bonuses and Rating System Regulations, User Agreement (licensed) (hereinafter referred to as the “Regulations”).

2.8. The Provisions specified in clause 2.7 of the Agreement are an integral part of this 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. The Tenant must complete the Questionnaire provided to the Tenant at the time of registration in the Mobile Application. When filling out the Questionnaire, the Tenant must:

3.3.1.1. confirm that the Tenant agrees to the processing of his personal data by putting a «tick» next to the field «I agree to the processing of my personal data».

3.3.1.2. confirm that the Tenant's driving experience is 1 (one) a year or more by putting a «tick» in front of the field «I confirm that my driving experience is 1 year or more»¹

3.3.1.3. specify which country the Tenant is a citizen of;

3.3.1.4. perform a certain sequence of actions (fill out a questionnaire) provided for by the Mobile Application, including sending to the Lessor:

a) a photo of the driver's license in full (from both sides);

b) a passport photo (pages with a photo and registration data at the place of residence/stay);

c) a personal photo together with a passport, open on a spread with a photo (selfie) or a personal photo in real time (selfie);

d) specify the details of the bank card linked to the account of the Tenant of the Mobile Application, at the same time, the Tenant also has the right to use the option of authorization in the application through the Sberbank Online mobile application.

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. Provision by the Lessee of Bank Card data and non-acceptance debiting from it an arbitrary amount not exceeding 20 (twenty) rubles.

3.3.4. In cases provided for by promotions conducted by the Lessor, as well as when using promo codes offered by the Lessor, as well as in other situations, the amount of the payment specified in clause 3.3.3. may be changed at the initiative of the Lessor. However, in this case, the modified payment is recognized as equal in value to the payment specified in clause 3.3.3.

4. PARTIES' RIGHTS AND OBLIGATIONS

4.1. The Lessor has the rights to:

¹ This checkmark is required only in Mobile Applications below version 4.28.0 Citydrive for iOS and Android.



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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. Propose changes to the terms of the Agreement. The User agrees with the proposed changes to the Agreement by expressing consent by clicking the "Accept" button in the Mobile Application.

4.1.4. If the Lessee is in arrears in paying rent payments for more than 12 (twelve) hours, withdraw the Car from the Lessee without warning, declare the Car wanted, as well as resort to other protective measures;

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, 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 (five) minutes or more, declare the car wanted, 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, as well as to resort to other protective measures;

4.1.9. During the Tenant's use of the Carsharing service, the lessor has the right to request additional documents, request Selfies, and temporarily restrict access to the Tenant's personal account in case of failure to provide data on request, as well as when providing fuzzy, unreadable photos, as well as in case of doubts about the identity of the Tenant. The selfie requested by the lessor from the Tenant before the start of the Car rental must be taken outdoors, in the immediate vicinity of the Car (at a distance of no more than 15 (fifteen) meters);

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

4.1.11. Process the Tenant's personal data provided to the Lessor; 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. Install equipment in the Car to enable video and photo recording without audio recording in order to ensure the safety of the property and the maintenance of order inside the Car by the User as well as the compliance with other terms of this Agreement.

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 (twenty four) hours from the moment of such a request. If the requirement to complete the lease is not met, the Lessor has the right to take all actions to return the Car.

4.1.14. In case of Systematic violation by the Tenant of the terms of this Agreement and/or the terms of the User Agreement, the Lessor has the right to temporarily restrict access to the Tenant's Personal Account (account) in the Mobile Application;

4.1.15. keep an audio recording of communication with the Tenant (including audio recording of telephone conversations);

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.



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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 the current version of the Agreement on the Lessor's Website;

4.2.4. To provide the Automobiles with Fuel before the beginning of the Rent at Lessors expense. The User has the right to refuel the Automobile at his/her own 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 Balance.

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.

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 the 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, to be able to cover the said rental fee and payments.

4.3.6. Upon completion of the use / rental of the Car, return it to the Lessor in proper technical condition in accordance with the procedure provided for in this Agreement, as well as perform the following sequence of actions: park the Car according to traffic regulations, set the gearbox to the "P" position ("Parking"), turn off the engine and turn off the ignition, turn off external and interior lighting, make sure that the Car does not interfere with other road users, close the doors, trunk, hood, windows and sunroof (if available), and also make sure that they are locked after the Car is closed;

4.3.7. Before using the Car, fill out a questionnaire that opens in the Mobile application, inspect the body, wheels and interior of the Car in order to detect damage, contamination (including debris in the cabin), other defects in which the operation of the Car may be difficult or impossible, as well as check the availability of documents for the Car;

4.3.8. Before using the Car, notify the Lessor of the discovery of damages, impurities, and defects specified in clause 4.3.7 of the Agreement by photographing them and sending photos via the Mobile Application in the appropriate section of the questionnaire. Starting to use the Car without the Tenant filling out a questionnaire in the Mobile Application, without conducting an inspection and/or without sending photos of all detected damage, contamination, and other defects to the Lessor, as well as providing false information about the condition of the Car to the Lessor, means that the Car did not have any defects at the time of the Tenant's use;

4.3.8.1. Notify the Lessor about the condition of the Car at the time of lease termination by photographing the exterior and interior of the Car, as well as sending photos via the Mobile application in the appropriate section that opens at the end of the lease. All visible exterior details of the Car must be clearly captured in the photos, and it is allowed to photograph the condition of the Car in a general plan from 4 (four) sides (left, right, front, rear) and detailed fixation of the shortcomings of both the body and the interior of the Car;

4.3.9. Immediately notify the Landlord immediately via the Mobile Application or by phone at +7 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in St. Petersburg, +7 (862) 291-51-14 in Sochi, +7 (343)-221-76-48 in Yekaterinburg, +7 (831) 200-15-74 in Nizhny Novgorod about any damage to the Car, disconnection of any of the systems, including, but not limited to, the security system, GPS tracker, other monitoring systems, other malfunctions of the Car, breakdowns, as well as about events and facts that may cause damage to the Car, disruptions in the functioning of the Mobile Application, termination lease in the absence of actions by the Lessee indicating the termination of the lease in accordance with this Agreement. Stop using the Car in case of significant damage or disconnection of the security system, GPS tracker, or other monitoring systems;

4.3.9.1. Immediately notify lessor via the Mobile App or by calling +7 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in Saint Petersburg, +7 (862) 291-51-14 in Sochi, +7 (343)-221-76-48 in Yekaterinburg, +7 (831) 200-15-74 in Nizhny Novgorod about the discrepancy between the readings of the Fuel level sensor on the dashboard of the Automobile and the data contained in the Mobile App.



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4.3.10. In the event of an accident or any other event related to the Car, as well as if the specified event has caused or may cause damage to the Lessor, the Lessee takes measures to protect the Car, immediately reports this to the traffic police, the Ministry of Internal Affairs or other authorized bodies, and at the same time informs the Lessor about the occurrence of such an event through a Mobile application. or by phone: +7 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in St. Petersburg, +7 (862) 291-51-14 in Sochi, + 7 (343)-221-76-48 in Yekaterinburg, + 7 (831) 200-15- 74 in G. Nizhny Novgorod. The Lessee undertakes to properly record the occurrence of this event on his own, to participate in all procedures provided for by law in connection with the consideration of the circumstances of this event by the traffic police, the Ministry of Internal Affairs, or other authorized bodies, and to obtain the necessary documents based on the results of the review by these bodies, including, but not limited to:

- a notice of an accident, filled out in accordance with the prescribed form, including an indication of the participants in the accident, the cause of the accident and mechanical damage to the Car;

- a protocol, resolution, definition and/or other document drawn up by an authorized state authority, which contains, among other things, information about the date, time and place of the incident; information about the participants in the incident and information about them; a description of the event; an indication of the damage to the Car resulting from this event; information about the persons, those responsible for the occurrence of this event, as well as information about bringing the perpetrators to administrative or other responsibility; information about the referral of the participants of the event for an examination for being in a state of intoxication, as well as about the results of the examination or the refusal of participants to undergo an examination. The specified documents (original copies) must be transferred to the Lessor within 3 (three) calendar days from the date of their receipt.

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 the event of an accident, the Lessee undertakes not to complete the rental of the Car until the completion of all activities at the scene of the accident. Upon completion of the registration of an accident, the Lessor refunds funds to the Lessee's Bank Card or to the Balance in the form of Bonus points for the period from the moment the Lessee notifies about the accident until the end of the registration of the necessary documents for the accident. The lessee independently determines which of the methods specified in this paragraph he should be compensated for the time from the moment of notification of the accident to the time of completion of the necessary documents for the accident.

4.3.10.3. If the Automobile is damaged as a result of a Road Traffic Accident due to the User's fault, the Lessor has the right to apply to an expert organization or an expert technician to conduct an independent technical assessment and/or autotrasalogue expertise and determine the cost of restoring the Automobile, and the User undertakes to compensate all expenses incurred by the Lessor, related to payment for the services of an expert organization or an expert technician within three (3) business days from the moment the Lessor submits a request for payment for the services of an expert organization/expert technician or signing by the Parties of an agreement on voluntary compensation for damage. The demand is made by the Lessor by sending it to the User's email address specified by the User when registering in the Mobile App.

The choice of an expert organization or an expert technician is carried out by the Lessor.

Documents confirming the cost of the services of an expert organization or an expert technician are sent to the User email address specified by the User when registering in the Mobile App until the moment of payment by the User or debiting by the Lessor without acceptance from the User Bank card account.

The cost of services of an expert organization or an expert technician can also be debited by the Lessor without acceptance from the account of the User Bank card within three (3) business days from the moment the Lessor submits a request for payment or upon signing by Parties of an agreement on voluntary compensation for damage.

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 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in St. Petersburg, +7 (862) 291-51-14 in Sochi, + 7 (343)-221-76-48 in Yekaterinburg, + 7 (831) 200-15- 74 in Nizhny Novgorod .



“New Transport Systems” Limited Liability Company

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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

4.3.12. The Lessor shall independently return the Car, having applied to the User penalties provided for in this Agreement. All costs associated with the evacuation of the Car are fully borne by the User.

4.3.13. 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 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in Saint Petersburg, +7 (862) 291-51-14 in Sochi, +7 (343)-221-76-48 in Yekaterinburg, +7 (831) 200-15-74 in Nizhny Novgorod.

4.3.14. In case the User's account is debited funds, which are not in accordance with the rates listed on Mobile app, the User has to immediately notify Citydrive by emailing at we@citydrive.ru, or by calling +7 (495) 223-06-90 in Moscow, +7 (812) 313-69-20 in Saint Petersburg, +7 (862) 291-51-14 in Sochi, +7 (343)-221-76-48 in Yekaterinburg, +7 (831) 200-15-74 in Nizhny Novgorod.

4.3.15. 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;

4.3.16. 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.

4.3.17. 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”;

4.3.18. In case the User changes Full name, address of residence, documents (passport, driver's license) one's phone number or other information, listed in the Agreement, within 2 (two) days 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. The User is prohibited from using the application to provide new data/documents.

4.3.19. Upon completion of the Car using and termination of the lease, the User undertakes to Park the Car within the Green zone specified on the Website and in the Mobile App. The User is obligated to park the Automobile only in the Green zone where the Automobile was rented unless otherwise provided by the rules of the Lessor's campaigns.

4.3.20. In the process of using the E-Vehicle and before the end of the lease, the User should make sure that the E-Vehicle is charged in the amount of at least 10 (ten) percent of the battery charge. In case of a battery charge less than 10 (ten) percent, the User should park the E-Vehicle no further than 30 (thirty) km from the nearest E-Mobility charging station.

4.3.21. On the date of signing the Contract reach the age of 18 (eighteen) years old;

4.3.22. 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.

4.3.23. In order to avoid causing damage to the Vehicle's fuel system (including the fuel pump and the system connected to it), monitor the readings of the fuel level sensor on the dashboard of the Vehicle.

4.3.23.1. Refueling is carried out by the Lessee during the period of use of the Car (active lease) in accordance with the terms of the Agreement. The Lessee refuels the Car if the indicator of the minimum remaining fuel level in the tank lights up on the dashboard of the car and (or) the Lessee receives information from the Lessor about the minimum remaining fuel level in the tank (information can be sent via the Citydrive Mobile application). In any of the above cases, the Lessee undertakes to refuel the Car independently in compliance with the instructions received through the Citydrive Mobile application. The Lessee is prohibited from refueling in violation of the terms of the Agreement and instructions received from the Lessor through the Citydrive Mobile Application;

4.3.24. Review in full and strictly abide by the parking rules of the Vnukovo, Sheremetyevo, Domodedovo, Sochi and Pulkovo Airports, see links to their websites in clause 8.36 hereof.

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4.3.25. Notify passengers admitted to the Car of the Lessor's video and photo recording in the Car interior in order to ensure the safety of the property and the User's compliance with the order inside the rented Car, as well as the compliance with other terms of this Agreement.

4.3.26. Do not interfere with the receipt of information/notifications from the Lessor. If the User disables push notifications, other notifications/messages from the Lessor, including by e-mail, the User bears the risk of not receiving such messages.

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 Balance in the Mobile App, if the User refuels the Automobile or fills in windscreen washing liquid at his/her own expense if the User follows the Automobile guidelines.

4.4.4. In case of renting an E-Vehicle, contact the Support Service in the Mobile Application to call a technical specialist to charge the Car, if necessary. In this case the call of a technical specialist for such purposes is not subject to additional payment. The time spent by the technical specialist on the delivery of the E-Vehicle to the E-Mobility charging station, charging and returning the E-Vehicle to the User is not subject to additional payment and is included in the total rental time of the Car.

4.4.5. independently appeal administrative fines, information about which was received from the Lessor, in connection with which to request from the Lessor all the necessary documents in relation to the Automobile rented at the time of the administrative offense.

4.4.6. in the event of an appeal of the administrative fine and the provision of documents confirming the appeal (decision, resolution) to the Lessor, to demand the return of the funds debited by the Lessor as payment for the administrative fine.

4.4.7. has the right to apply to the Lessor with an application to change the terms of repayment of debts arising in connection with the violation of the Agreement.

4.5. the User is prohibited to:

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

4.5.2. To drive a Car in a state of alcoholic, narcotic, toxic or other intoxication, or under the influence of medications, the use of which is contraindicated when driving, except in the case of the use of medications that were used after an accident to provide the Tenant with the necessary medical care in order to reduce the damage caused as a result of an accident to his health and this need is confirmed by appropriate medical documents, as well as refusing to carry out a medical examination procedure at the request of an official;

4.5.3. Smoke in the Car, as well as use vapes, IQOS, glo, electronic cigarettes, vaporizers or other heating systems for tobacco and nicotine-containing products;

4.5.4. To transport flammable, explosive substances, chemicals, soiling or bulky items that may cause damage to the interior and/or trunk of the Car, as well as to transport any goods in violation of the provisions of the traffic regulations on the carriage of goods;

4.5.5. Use technologies or take actions that may cause harm (including regardless of the fact of harm) to the Lessor's Website, Mobile application, Car, other property of the Lessor, property or health of third parties, as well as install any elements, devices on the exterior/interior of the Car, including, but not limited to, GPS trackers, sensors;

4.5.6. Make any changes to the Car, change any characteristics, make improvements or deterioration of the Car;

4.5.7. Apply any stickers to the Car or remove the branded sticker;

4.5.8. Transfer the Car for use by third parties, including for the purpose of driving, as well as sublease;

4.5.9. Transfer your personal account data to third parties;

4.5.10. Use the Car for driving instruction, as a taxi, minibus or for transporting passengers for a carriage fee or other business purposes;



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4.5.11. Use the Car in any organized or unorganized events related to training or spontaneous mass races, any kind of competitions, tests, competitions (including searching for a given destination), races along specified routes, descents / ascents in mountainous areas on unpaved roads, movement along the bottom of reservoirs, competitive orienteering, passing special stages;

4.5.12. Use a Car to carry out the transportation of people in a Car in violation of the provisions of the traffic regulations on the transportation of people, including outside the seats in the Car and/ or with an excess of the number of passengers in the Car over the number of seats in the Car;

4.5.13. Use the Car to travel off-road (according to the relevant traffic regulations term), over rough terrain, off-road or roads that are unsuitable for driving the Car due to damage to the road surface or its unsatisfactory condition, weather conditions and other circumstances that impede the movement of the Car;

4.5.14. Use the Car for drifting, practicing maneuvers, demonstrating tricks and/or extreme driving skills, as a tow, or otherwise use the Car in violation of the intended use or the requirements of due diligence and careful attitude to the Car;

4.5.15. Move without slowing down, and also do not take proper actions to prevent damage to the Car, on the roadbed of inadequate quality (with the presence of pits, potholes, other violations or damage to the canvas);

4.5.16. Stop renting a closed Parking lot, including municipal Parking with the presence of a barrier and a Parking card, parking intended for stopping or parking for vehicles (buses and other fixed-route, freight transport, as well as other types of vehicles) with the exception of passenger cars, 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. Use the Car outside the territories specified in clause 2.2. – 2.6. Agreement.

4.5.18. Leave the Automobile on the territory of city paid parking lots, in a city other than the city where the Automobile is rented, unless otherwise stipulated by the terms of the Agreement or the rules of campaigns;

4.5.19. Complete the rental of a Car in a city other than the city where the Car is rented, unless otherwise stipulated by the terms of the Agreement or the rules of campaigns, as well as in parking lots intended for stopping or parking for vehicles (buses and other route, freight transport, as well as other types of vehicles) with the exception of passenger cars;

4.5.20. Use a Bank card that does not belong to the Tenant for the initial connection or subsequent payments for Trips and Orders;

4.5.21. Drive Automobile with excess speed set by traffic regulations, or with excess speed above 140 (one hundred and forty) km / h.

4.5.22. To break and entry the Car in a non-contact way, as well as by contact using any device.

4.5.23. Transport animals without special carrying bags.

4.6. The terms and conditions specified in this section of the Agreement have been agreed by the Parties to be considered essential terms of the Agreement.

5. ORDER AND FORM OF PAYMENT

5.1. The User independently chooses one of the payment methods for the cost of the Trip available to him in the Mobile Application. At the time of registration in the Mobile Application, an amount not exceeding 20 (twenty) rubles is debited from the Tenant without acceptance in order to confirm the correctness of entering the Bank Card data. The specified amount is not counted as payment for the cost of the trip and is refunded within 24 hours to the Tenant's Bank card.

5.2. For the use of the Car, the Lessee pays the rent to the Lessor, which is calculated depending on the Tariff chosen by the Lessee. The Landlord provides the Tenant with up-to-date information about Tariffs, their cost, Discounts, and the total cost of rent in the Mobile Application. The cost of the rent includes VAT.

5.2.1. The minimum cost of rent is 1 (one) ruble, including VAT.

5.2.1.1. Payment of the Cost of the Trip is carried out by the methods specified in this paragraph in the following sequential order:



“New Transport Systems” Limited Liability Company

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- write-off of the value of the nominal value of the promo code received by the Lessee as part of the Lessor's shares; - write-off of the drive bonuses available on the Tenant's Bonus Account in accordance with the procedure provided for by the Landlord's Loyalty Program;
- deduction of Bonus points available on the Tenant's Balance Sheet;
- write-off of funds available on the Tenant's Balance Sheet;
- write-off of funds transferred by the Lessee to the Lessor's current account;
- debiting funds from the Tenant's Bank card linked in the Mobile Application.
- debit of Sberbank bonuses from the Tenant's Bank card linked in the Mobile Application, if available.

5.2.1.1.1. The sequence of application of payment methods in the form of debiting funds available on the Lessee's Balance Sheet and transferred by the Lessee to the Lessor's current account depends on the sequence of actions of the Lessee to replenish the Balance and transfer funds to the Lessor's current account.

5.2.1.1.2. Write-off of Sberbank bonuses is available if the Tenant has chosen in the Mobile Application the possibility of writing them off as a payment method.

5.2.2. The Lessor may temporarily block an amount of two hundred fifty (250) rubles on the User's Bank card. At the end of the trip, the amount previously blocked will be refunded back to the User's Bank card.

5.2.3. The Lessor has the right to temporarily block an amount of money in the amount of the preliminary Cost of the Trip on the Lessee's Bank Card if the Lessor has used the information service by contacting an information partner to order a taxi. After the end of the trip, the pre-debited amount will be refunded to the Tenant's 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. From the moment the Subscription is activated, the conditions of the per-minute Car rental pricing, as well as a Package tariff for 2 (two) and 3 (three) hours, do not apply until the termination of 30 (thirty) or 60 (sixty) minutes of the Subscription per day according to the terms of clause 5.2.10. of the Agreement.

5.2.5. A Renter who has reached the age of 20 (twenty) years and has at least 1 (one) year of driving experience (category B) is entitled to purchase a Subscription by selecting the appropriate option in the Citydrive Mobile Application. The Subscription option is available for Tenants using the Mobile Application in Moscow and within a radius not exceeding 2000 (two thousand) km from the outside of the MKAD (within the borders of the Russian Federation) and in St. Petersburg and within a radius not exceeding 2000 (two thousand) km from the outside of the Ring Road, within the borders of the Russian Federation. The Subscription option is not available for Electric class cars.

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 is debited from the User's personal account/Balance, 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/Balance, and in case of insufficient number of bonus points on the Balance 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 Car ownership, the rent is paid by the Tenant every minute, according to the general rules established in the Regulations on Tariffs. The Travel Subscription limit is calculated based on the remaining time on the day of the Trip.

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.



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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, 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 cost of the Trip is written off within 12 (twelve) hours from the end of the Trip, except in cases when the debt exceeds 500 (five hundred) rubles during the Trip. If the cost of the Trip actually exceeded 500 (five hundred) rubles, the Lessor has the right to write off funds in the amount of up to 500 (five hundred) rubles from the Lessee's account an unlimited number of times each time the specified limit is exceeded (including during the trip) as long as the Lessee uses the Car.

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.

5.4. Write-off of funds on grounds other than payment of the Cost of the Trip (fines and other payments provided for in Section 8 of the Agreement, administrative fines, other payments provided for in clauses 5.5. and 5.6. of the Agreement) are made in the order of non-acceptance write-off after 5 (five) calendar days from the date the Lessor sends the Tenant notification of the need for payment by The Citydrive Mobile Application and/or to the e-mail address specified by the Tenant in the Mobile Application in accordance with the terms of this Agreement. The debit is made from the Tenant's account, to which the Bank Card is linked.

5.4.1. In case of insufficient funds to pay for the Trip by the methods specified in clause 5.2.1.1. of the Agreement, any monetary obligation arising under this Agreement is recognized as debt, for which the Lessor has the right to charge penalties in the amount of 2% for each day of delay.

5.4.2. The penalties specified in clause 5.4.1 are accrued in the amount of no more than 100% of the amount owed until the debt is fully repaid, including the amount of the penalty, or until the information about the Tenant's debt is transferred to the court for compulsory collection, or after 2 (two) weeks from the beginning of the accrual of the penalty. Penalties are debited in the amount of at least 1 (one) ruble within 24 (twenty four) hours from the date of their accrual, and if the penalties are less than 1 (one) ruble, the difference is credited to the User's Balance.

5.4.3. If the corresponding functionality is available in the Application, the Tenant has the right to pay the debt on his own (including the costs of administering fines according to paragraph 5.6. Agreements, if applicable). In this case (in case of self-payment of the amount owed to the Lessor), funds will not be debited from the Lessee's account.

5.5. Any administrative fines imposed on the Lessor by the state authorities for administrative offenses committed by the User, including traffic violation during the Rent of the Automobile by the User or by a person allowed by the User to drive the Automobile shall be paid by the Lessor and thereafter compensated by the User, provided that the User may use the right to appeal the administrative fine under the clause 4.4.5 hereof. The User shall compensate the Lessor for the administrative fine paid in the amount paid by the Lessor.

5.6. At the same time, the Parties agreed that the administration of fines is carried out by the Lessor without the consent of the Lessee, the Lessor's expenses for the administration of traffic fines, as well as other compensations for the Lessor's expenses amount to 20% of the amount of the write-off, but in any case not less than 99 (ninety-nine) rubles 00 kopecks. Administration amounts are accrued for all administrative fines. The amount of administration is issued for payment to the Tenant together with the amount of the administrative fine.

5.7. 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 manner specified in this paragraph within 5 (five) days, the User shall be deemed to have confirmed such consent to fine.

5.8. 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 compensation for fines to the Lessor, as well as agreement to have Lessor send payment orders, requests, etc., to the User's Bank.



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5.9. 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 thereof by email. The User shall compensate the Lessor for the amount of the administrative fine paid through debiting the User’s account to which the Bank Card is linked, Without Acceptance with the fine amount only after instituting administrative action against the Lessor and the notification to User about such in writing.

5.10. In the event of technical failures in the Services for checking the administrative fines, the Lessor shall not be liable to the User for late notification of the User committing an administrative offense during the Lease period, as well as for the time of provision and completeness of the data provided to the Lessor (photographs recording administrative offenses, an indication of the norms of laws that provide for punishment for administrative offenses, etc.).

Technical failures under this paragraph shall be failures, as a result of which:

- no information is provided on the presence of administrative fines imposed on the User, which is received by the Lessor through the Services for checking the presence of administrative fines;
- information is provided within a period exceeding the period, the expiration of which deprives the Lessor and the User from paying an administrative fine in the amount of half the sum of the imposed administrative fine;
- information is provided containing erroneous data on the circumstances of the commission of an administrative offense by the User, received by the Lessor through the Services for checking the presence of administrative fines.

5.11. 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. The refund of mistakenly debited funds is made to a Bank Card or to the User's Balance at the User's choice.

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

5.13. If, within 5 (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.

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.

7.1.1.1. The User can choose a Car available for booking independently using the Mobile Application or use the Option "radar", which automatically selects a Car available for booking based on a given search criterion – the distance to the Car. The choice of the Option "radar" is made by the User in the Mobile Application. If a suitable Car is found using the Option "radar", the User receives a notification in the Mobile Application with information about the Car available for booking and its location. The use of the "radar" Option is included in the rental price and is not charged additionally to the Tenant.

7.1.1.2. Together with the Option "radar", the User can use the Function "autobooking". When using the Function "autobooking", Car reservations in the Mobile App are made automatically. Such a booking is made immediately after finding a Car that meets the criteria set by the User using the Option "radar". Immediately after booking, a notification is sent to the User with information about the Car and its location.

7.1.1.3. The Option "radar" is terminated if a suitable Car has been found in the Mobile Application or the time period set by the User for searching for it has expired, as well as if the Option "radar" has been disabled by the User himself.

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.



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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

7.1.3. The User can book a Car by clicking the "Book" button in the Mobile application or automatically by enabling the Function "autobooking".

7.1.4. If a Car is booked more than 1 (one) time within 2 (two) hours from the beginning of the previous booking included in the Tariff and provided for by the Level, subsequent bookings are paid by the Tenant in accordance with the tariff option "parking" provided for by the relevant Tariff.

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 or from the moment of automatic booking made using the Function "autobooking" 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. The User is obliged to comply with another requirements for acceptance and transmission of the Car, provided for by the Mobile Application.

7.1.12. In case the User took possession of the Automobile—either at the beginning of the Rent, or during the rental period in an illegal way—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 the rental period, the User is responsible for covering any incurred administrative fines (by providing compensation to the Lessor for expenses in accordance with clause 5.5 of the Agreement), including in full in case of repeated and each subsequent traffic violation, whether or not it is repeated for the User, as well as the costs of having the Automobile parked at an impoundment lot or paid parking.

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. In case of damage to the Car:

8.4.1. In case of damage to the Car as a result of an accident caused by the fault of the Lessee (persons allowed by the Lessee to drive the Car), with the mutual fault of the participants in the accident or as a result of an accident with a single participant – the Lessee, or damage caused by negligence, the Lessee undertakes to pay the Lessor a fine, the amount of which depends on the class of the rented Car and is not more than:



“New Transport Systems” Limited Liability Company

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email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

- 80,000 (eighty thousand) rubles for an Economy class car.
- 100,000 (one hundred thousand) rubles for a Comfort class car.
- 140,000 (one hundred and forty thousand) rubles for a Premium Car.
- 170,000 (one hundred and seventy thousand) rubles for an Electric class car.

The lessor has the right to reduce the amount of the fine established by this paragraph in proportion to the consequences of the accident.

8.4.2. If hidden damage to the Car is detected during repair, such hidden damage is included in the cost of the fine established by clause 8.4.1. of the Contract.

8.4.3. In the absence of the "casco" Option enabled and in the case of non-payment or refusal of payment, as well as in the case of late payment of the next payment (in the case of installments) by the Tenant voluntarily arrears in fines, the amount of which is established by clauses 8.4.1. and 8.4.4. of the Agreement, after 30 (thirty) calendar days from the date notifying the Tenant by e-mail specified during registration in the Mobile Application, the Landlord has the right to demand compensation for the damage caused to the Landlord in full. The Parties have the right to agree on a change in the terms and amount of repayment of arrears on penalties set out in clauses 8.4.1. and clause 8.4.4. of the Agreement. In order to change the terms and amount of repayment of such debt, the Lessee must send the Lessor an application for changing the terms and amount of repayment of the debt.

8.4.4. In case of damage caused as a result of an accident caused by the fault of the Lessee (persons allowed by the Lessee to drive a car), with the mutual fault of the participants in the accident, or as a result of an accident with a single participant – the Lessee, or damage caused by negligence, in which the Car will be recognized as structurally dead, the Lessee is liable in the form of a fine in the amount of:

- 250,000 (two hundred and fifty thousand) rubles for an Economy class car;
- 350,000 (three hundred and fifty thousand) rubles for a Comfort class car;
- 500,000 (five hundred thousand) rubles for Premium and Electric class cars.

8.4.5. In case of violations by the Lessee specified in this paragraph, immediately before, at the time and/or after the accident, the fine provided for in paragraphs 8.4.1. and 8.4.4 of the Agreement does not apply, and the Lessee reimburses the damage caused to the Lessor in full, the Lessor's expenses incurred in connection with such violation, as well as pays the fine established by other by sub-paragraphs of Section 8 of the Contract for such violation:

- driving a car in case of loss of a driver's license, expiration of a driver's license, deprivation of the right to drive a car; – being in a state of alcoholic, narcotic, toxic or other intoxication, as well as in the case of refusal to undergo a medical examination or use alcoholic beverages, narcotic substances, psychotropic substances, toxicological substances, medications, the use of which is contraindicated when driving, except in the case of the use of medication being in a state of alcoholic, toxic or other intoxication, as well as in the case of refusal to undergo a medical examination or use alcoholic beverages, narcotic substances, psychotropic substances, toxicological substances, the use of which is contraindicated when driving, except in the case of the use of medications, which were applied after the accident to provide the Tenant with the necessary medical care which were applied after the accident to provide the Tenant with the necessary medical care in order to reduce the damage caused to his health as a result of the accident and this need is confirmed by appropriate medical documents;

– abandonment of the accident site, violation of the procedure for registration of an accident established by this Agreement, as well as failure to notify the Lessor of the accident that occurred;

– transfer of the Car to the management of a minor, an incapacitated, a person with limited legal capacity, as well as a person who does not have a driver's license and other third parties outside the procedures established by the Lessor, regardless of their presence in the Car, as well as the transfer of personal account data to third parties;

– violation of the rules established in clauses 4.5.10 — 4.5.15 of the Agreement (inappropriate use of the Car: to use the Car for educational purposes, in competitions, as a taxi or other business purposes, for off-road driving, rough terrain, dangerous driving: drift, practicing maneuvers, as a towing vehicle, etc.);

– intentional damage to the Car, namely in cases of blows by the Tenant to the external or internal parts of the Car, hitting – intentional damage to the Car, namely in cases of blows by the Tenant to the external or internal parts of the Car, hitting an obstacle, placing heavy or oversized objects on the Car or inside, flammable, explosive substances, chemicals that caused



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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

deformation of the Car or appliances, vandalism, leaving animals in the Car without the Tenant's control; - use of the Car outside the territory established by the insurance contract;

– unauthorized disconnection or damage to the GPS tracker in the Car or disconnection of other protective systems or monitoring systems installed in the Car;

– failure to notify the Lessor of damage, contamination or other deterioration of the Car, incompleteness of documents, damage to documents exist.

8.4.6. If the «casco» Option is enabled by the Tenant, the rules of clause 8.4.1 of the Liability Agreement do not apply. When enabling the "casco" option, if damage is caused to the Car as a result of an accident caused by the fault of the Tenant, with the mutual fault of the participants in the accident, or as a result of an accident with a single participant – the Tenant, or damage caused by negligence, the Tenant, depending on the class of the Car, is liable in the form of:

- a fine of no more than 15,000 (fifteen thousand) rubles for an Economy class car.

- a fine of no more than 30,000 (thirty thousand) rubles for Comfort class cars.

- a fine of no more than 35,000 (thirty-five thousand) rubles for Premium class Cars.

- a fine of no more than 40,000 (forty thousand) rubles for an Electric class Car.

The lessor has the right to reduce the amount of the fine established by this paragraph in proportion to the consequences of the accident.

8.4.7. If the «casco» Option is enabled and the Tenant commits the following violations immediately before and/or at the time of the accident, liability is established in the form of a fine, the amount of which is set in clause 8.4.1. of the Agreement:

– speeding by more than 40 (forty) km/h;

– overtaking in a place that prohibits the performance of the specified maneuver;

– driving in the opposite direction in violation of traffic rules;

– passage to a traffic light prohibiting signal;

– violation of the rules for crossing railway tracks.

8.4.8. In case of damage caused as a result of an accident, and violations specified in clause 8.4.7. of the Agreement occurred due to the fault of the Lessee (persons allowed by the Lessee to drive a Car), with the mutual fault of the participants in the accident, or as a result of an accident with the sole participant – Lessee, or damage caused by negligence, in which the Car will be recognized constructively If the Tenant is killed, the Lessee is liable in the form of a fine in the amount specified in clause 8.4.4. of the Agreement.

8.4.9. In cases that are not insured in accordance with the Insurance Rules, immediately before, at the time and/or after an accident, the fine established in clause 8.4.6. of the Agreement does not apply and the Lessee reimburses the damage caused to the Lessor (if any) in full, reimburses the Lessor's expenses incurred in connection with with such a violation, and also pays a fine established by other subparagraphs of Section 8 of the Agreement for such violations.

8.4.10. In case of damage to a Tesla car, Skywell ET 5, VW ID.4 / ID.6, Moskvich 3rd, in the absence of an accident, the following liability of the Tenant is established:

8.4.10.1. In case of loss or damage to the "Gb/t - CCS DC adapter" due to the fault of the Tenant (persons allowed by the Tenant to drive a car), the Tenant pays a fine of 115,000 (one hundred fifteen thousand) rubles 00 kopecks.

8.4.10.2. In case of loss or damage of the "mobile connector" due to the fault of the Tenant (persons allowed by the Tenant to drive a Car), the Tenant pays a fine in the amount of 35,000 (thirty-five thousand) rubles 00 kopecks.

8.4.10.3. In case of loss or damage to the "220v - Gb/t charging kit" due to the fault of the Tenant (persons allowed by the Tenant to drive a Car), the Tenant pays a fine of 20,000 (twenty thousand) rubles 00 kopecks.

8.4.10.4. In case of loss or damage to the "220v - CCS charging kit" due to the fault of the Tenant (persons allowed by the Tenant to drive a Car), the Tenant pays a fine of 20,000 (twenty thousand) rubles 00 kopecks.

8.4.10.5. In case of loss or damage to the "display and its controls" due to the fault of the Tenant (persons allowed by the Tenant to drive a Car), the Tenant pays a fine of 250,000 (two hundred and fifty thousand) rubles.

8.4.10.6. In case of other damage caused by the Lessee to Cars of the brand "Tesla", Skywell ET 5, VW ID.4 / ID.6, Moskvich 3 e (persons admitted by the Tenant to drive a Car), the responsibility of the Tenant comes in accordance with the terms of this Agreement.



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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

8.4.11. In case of violation of the conditions stipulated in clauses 4.3.10, 4.3.10.1 of the Agreement, including in case of abandonment of the accident site, violation of the procedure for registration of an accident established by this Agreement, preparation of documents on an accident with an error, as well as in case of failure to notify the Lessor of the accident, subsequent non-compliance with administrative procedures, failure to appear at the request of the competent authorities, the Lessee shall reimburse the damage caused Damages to the Landlord in full and pays a fine of 50,000 (fifty thousand) rubles.

8.4.12. In case of damage to video and photo recording equipment (including video recorders) installed by the Lessor in cars, the Lessee compensates for the damage in full, and also pays a fine of 50,000 (fifty thousand) rubles for each such case.

8.4.13. 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 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.

8.4.14. In case of damage to the tires of the Automobile when hitting an obstacle, a sharp object, a puncture, as well as the disks of the Automobile, the User pays a fine in the amount of 3,000 (three thousand) rubles.

8.4.15. In case of causing such damage to the tires of the Automobile, which will require their replacement, the User pays a fine for each tire in the amount of:

- (RUB 8,000) for an Automobile of Economy Class;
- (RUB 12,000) for an Automobile of Comfort Class;
- (RUB 13,000) for an Automobile of Premium Class;
- (RUB 22,000) for an Automobile of Electro Class.

8.4.16. In case of causing such damage to the rim of the Automobile, which will require their replacement, the User pays a fine for each tire in the amount of:

- (RUB 10,000) for an Automobile of Economy Class;
- (RUB 16,000) for an Automobile of Comfort Class;
- (RUB 20,000) for an Automobile of Premium Class;
- (RUB 30,000) for an Automobile of Electro Class.

8.4.17. The fines provided for in clauses 8.4.14 - clause 8.4.16. of the Agreement are also applied in cases of damage to the tires and discs of the Automobile committed during the Rental of a Automobile with a flat tire. A flat tire within the framework of this Agreement means a wheel in which it is visually possible to determine the deformation of the tire shape due to a significant loss of air pressure.

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.

8.5.1. If as a result of an accident, the fault of the User and other participants in the accident is not established, the Lessor has the right to apply to the court in order to determine the degree of guilt of the participants in the accident. If the User is found guilty of an accident, the User shall compensate the Lessor for the damage caused in accordance with the terms of this Agreement or in an amount proportional to the degree of the User's guilt established by the court.

8.6. If the rent is delayed by the fault of the Lessee for more than 24 (twenty-four) hours, the Lessor has the right to charge the Lessee a penalty in the amount of 2% of the amount owed for each day of delay. In case of delay of other payments (including, but not limited to fines), after 5 (five) days from the date of notification of the Tenant by the Landlord of the debt incurred, the Landlord has the right to charge the Tenant a penalty in the amount of 2% of the amount owed for each day of delay. The penalties specified in this paragraph are accrued in the amount of no more than 100% of the amount owed until the debt is fully repaid, including the amount of the penalty, or until information about the Tenant's debt is transferred to the court for compulsory collection, or after 2 (two) weeks from the beginning of the accrual of the penalty.



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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

Penalties are deducted in the amount of at least 1 (one) ruble, and if the penalties are less than 1 (one) ruble, the difference is credited to the Lessee's Balance Sheet.

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 five thousand rubles (RUB 5,000).

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. In case of violation of the intended use of the Car, as well as in case of other violations of the rules established by paragraphs 4.5.4, 4.5.10 – 4.5.15 of this Agreement, the Lessee pays a fine in the amount of 50,000 (fifty thousand) rubles and reimburses the damage caused to the Lessor or the Car (if any) in full.

8.10. In case of loss or damage of documents for the Car, as well as if the Lessee did not notify the Lessor before using the Car about the incompleteness of documents or damage to documents, the Lessee pays a fine of 3,000 (three thousand) rubles and reimburses the costs associated with the restoration of lost documents.

8.11. If the User drives the Automobile without having a valid driver's license 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. In case of other violations of the procedure for concluding a Contract on the part of the Lessee, the Lessor has the right to unilaterally terminate the Contract, and the Lessee is obliged to pay a fine of 30,000 (thirty thousand) rubles, as well as to compensate the damage caused to the Lessor or the Car (if any) in full.

8.13. If the User terminates the Rent outside the Green zone, the User has to compensate all the associated expenses sustained by Lessor and the User pays fine:

- (RUB 2,000) in case of completion of the lease within a radius < 50 (fifty) km from the relevant Green Zone;
- (RUB 10,000) in case of completion of the lease within a radius of 50 (fifty) to 500 (five hundred) km from the relevant Green Zone;
- (RUB 20,000) in case of completion of the lease within a radius of 500 (five hundred) to 1000 (one thousand) km from the relevant Green Zone;
- (RUB 30,000) in case of completion of the lease within a radius of 1000 (one thousand) to 2000 (two thousand) km from the relevant Green Zone;
- (RUB 50,000) in case of completion of the lease within a radius > 2000 (two thousand) km from the relevant Green Zone;

The present clause (clause 8.13 and 8.25.1 – 8.25.2) 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:

–13,500 (thirteen thousand five hundred) rubles in case of evacuation of the Car in the territory of Moscow and the Moscow region;

- 8,000 (eight thousand) rubles in case of evacuation of the Car in the territory of St. Petersburg and the Leningrad region;

- 8,000 (eight thousand) rubles in case of evacuation of the Car in the territory of Sochi and the Krasnodar Territory;

– 7,000 (seven thousand) rubles in case of Car evacuation in the territory of Yekaterinburg and the Sverdlovsk region;

– 7,000 (seven thousand) rubles in case of Car evacuation on the territory of Nizhny Novgorod and the Nizhny Novgorod region;

- (RUB 1,500) and pay other expenses in case of evacuation of the Automobile in the territory on the territory of other subjects of the Russian Federation.

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 (four) hours before the beginning of the specified road signs, the User has to compensate all the associated costs sustained by Lessor provided for in 8.14. hereof.

8.14.2. If the Lessee has parked the vehicle in the area of the signs, Parking is prohibited on odd days of the month, Parking is prohibited on even days of the month, Parking is prohibited with an additional. With the "Validity Period" sign, less than 4 (four) hours before the start of the specified road signs or during their validity period, the Lessee undertakes to pay the Lessor the appropriate fine provided for in clause 8.14. of the Contract.

8.14.3. When committing the specified violation, specified in clauses 8.14.1. and 8.14.2. of the Agreement, in addition to paying a fine, the Lessee undertakes to act in accordance with clause 4.3.11. of the Contract;



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Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

8.15. In case of contamination of the Car interior, the Lessee pays the Lessor a fine, the amount of which depends on the degree of contamination of the Car. Pollution is divided into light pollution, medium pollution and heavy pollution. The amount of the fine for each type of pollution is set in the following order:

8.15.1. in case of light pollution of the Car, the Lessee is charged a fine of 500 (five hundred) rubles.

Minor pollution is understood as:

- a) the presence of garbage in the Car. Garbage refers to items: factory packaging of goods, things left by the Tenant, etc., which can be completely removed without the use of a brush, vacuum cleaner, water, detergents),
- b) contamination of seats, interior upholstery, mats of no more than 10 (ten) cm in size and in an amount of no more than 3 (three) pieces, which can be cleaned by using a brush, a vacuum cleaner, without the use of water, the use of detergents, as well as other special cleaning methods (for example, dry cleaning).

8.15.2. in case of average pollution of the Car, the Tenant is charged a fine of 3,000 (three thousand) rubles.(for example, dry cleaning).

Medium pollution means pollution that can be completely removed without the use of a brush, vacuum cleaner, water, detergents, contamination of seats, interior upholstery, mats larger than 10 (ten) cm, in an amount of more than 3 (three) pieces, shoe marks that can be removed by using a brush, vacuum cleaner, without the use of water, the use of detergents, as well as other special cleaning methods (for example, dry cleaning).

8.15.3. in case of heavy pollution of the Car, the Lessee is charged a fine of 5,000 (five thousand) rubles.

Heavy pollution refers to pollution that cannot be removed without the use of water, detergents or special cleaning methods (for example, dry cleaning, wet cleaning), such pollution, in particular, includes:

- a) shoe tracks that do not belong to the category of medium pollution,
- b) waste products, including organic origin (regardless of composition and consistency),
- c) traces of animal transportation without special containers (wool, paw prints, etc.),
- d) food waste, except for factory packaging.

8.16. Each fine shall be applied separately in respect of each component of the violation provided for in this paragraph. In case of damage to the seats, dashboard, stickers, inscriptions and drawings, damage caused by the transported animal, as well as in other cases of deterioration of the appearance of the Car both inside the cabin and on the body and other external or internal parts of the Car, the Lessee pays a fine of 2,000 (two thousand) rubles, and also pays the Lessor all expenses related to the specified violation.

8.17 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.

8.18. If the User passes the Automobile to a person, who: does not have a valid driver's license, is fully or partially physically unfit to drive, or is a minor, or deprived of a driver’s license? 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.

8.19. 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, if User violates clauses 4.3.17. 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.

8.20. In case of violation of clauses 2.2, 2.3, 2.4, 2.5 of the Agreement and clause 7.11 of the Tariff Regulations, namely violation of the territorial boundaries of permissible use of the Car, the Lessee pays a fine of 50,000 (fifty thousand) rubles, and also compensates the Lessor for damage caused in connection with such violation.

8.21. In case of violation of the conditions stipulated in clauses 4.3.7 - 4.3.9 of the Agreement, namely: -in case of failure to notify the Lessor of any damage to the Car that occurred during the rental, malfunctions, malfunctions, events and facts that may result in damage to the Car.; -in case of violation of the procedure for notifying the Lessor of the condition of the Car prior to use, including the start of using the Car without filling out a questionnaire in the Mobile application by the Lessee, without conducting an inspection and /or without sending photos to the Lessor of all detected damage, contamination, other defects, as well as providing the Lessor with false information about the condition of the Car at the beginning of use of the Car; -in case of violation of the procedure for notifying the Lessor about the condition of the Car at the time of lease termination, including termination of the lease with the Lessee's refusal from the procedure for photographing the condition of the Car, providing the Lessor with false information about the condition of the Car and/or information that does not allow a full assessment of the condition of the Car at the time of lease termination; The Tenant pays a fine of 50,000 (fifty thousand) rubles, as well as compensates the damage caused to the Landlord in full.

8.22. In case of leaving the Car with:



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Primary State Registration Number 1157746368999

8.22.1. With the engine running, the doors open, the trunk, the hood, the hinged roof open or not properly secured, the hatch, the Lessee pays the Lessor a fine of 1,000 (one) thousand rubles if any of the actions listed in this paragraph were performed by the Lessee for the first time. In case of any of the actions listed in this paragraph, the Lessee pays the Lessor a fine in the amount of 5,000 (five) in subsequent times thousands of rubles for each subsequent case. If these actions have caused damage, the Tenant pays a fine of 15,000 (fifteen thousand) rubles, and also undertakes to compensate the damage in full, regardless of whether any of the listed actions were committed for the first time or not;

8.22.2. In case of leaving the Car without shifting the gearshift box to the "P" position ("Parking"), the Tenant pays a fine of 500 (five hundred) rubles, and also reimburses the damage in full, if any;

8.22.3. In case of leaving the Car with the windows open, the Lessee pays a fine of 1,000 (one thousand) rubles, and also compensates for the damage in full, if any.

8.22.4. In case of leaving the Car with the headlights on (parking lights), the Lessee pays a fine of 1,000 (thousand) rubles, and also compensates for the damage in full, if any. If, as a result of these actions, the Car's battery is discharged, the Lessee pays a fine of 5,000 (five thousand) rubles, and also undertakes to compensate the damage in full;

8.23. In case of full fuel consumption (battery charge), including cases in which, due to the actions and (or) inaction of the Lessee, it is impossible to put the Car in motion without additional assistance (evacuation), the Lessee pays a fine of 6,000 (six thousand) rubles at full fuel consumption and 10,000 (ten thousand) rubles at full battery consumption.

8.23.1 In case of under-filling of fuel, in accordance with the conditions provided for in paragraph 4.3.23.1 refueled at the expense of the Lessor, the Lessee undertakes to pay a fine of 15,000 rubles, and also reimburses the Lessor for the costs incurred in full, if any.

8.23.2 When the Lessee refuels the Car with fuel of a brand or type that does not correspond to the one specified in the Citydrive mobile application, the Lessee pays a fine of 10,000 (ten thousand) rubles, and also reimburses the damage caused to the Car and/or the Lessor in full, if any.

8.23.3 In case of violation of the conditions provided for in paragraph 5.2 of the Regulation on Discounts, Bonuses and Rating Levels, namely the provision by the Lessee of a forged and / or invalid cash receipt in order to receive compensation for fuel /washing liquid, the Lessee undertakes to pay a fine of 20,000 rubles.

8.23.4. In case of violation by the Tenant of the order and procedure for refueling the Car, established by the Citydrive mobile application, the Tenant pays a fine of 10,000 (ten thousand) rubles.

8.24. In case of violation of clause 4.5.2 of the Agreement, as well as in the case of the Tenant, or another person authorized by the Tenant to drive the Car, driving the Car in a state of alcoholic, narcotic, toxic or other intoxication, or under the influence of medications, the use of which is contraindicated when driving, except in the case of the use of medications, which were applied after the accident to provide the Tenant with the necessary medical care in order to reduce the damage caused to his health as a result of the accident and this need is confirmed by appropriate medical documents, as well as in the case of refusal of the Tenant, or another person allowed by the Tenant to drive the Car, from undergoing a medical examination or the use of alcoholic beverages, narcotic or psychotropic substances, medications drugs whose use is contraindicated when driving a car, immediately after a traffic accident, or after the Car was stopped at the request of a police officer before an inspection, the Lessee pays a fine of 100,000 (one hundred thousand) rubles, as well as reimburses the Lessor's expenses incurred in connection with such a violation, as well as damage caused to the Lessor or the Car (if any) in full.

8.25. The Lessee pays the Lessor a fine in the amount of 3,000 (three thousand) rubles, upon leaving the Car / completing the lease in the following territories:

8.25.1. on the territory of a closed access /paid parking of a commercial organization / on the territory of a specialized parking lot, Shopping Center, Shopping Complex; Upon leaving / completing the Car rental in the specified territories, the Lessee, in addition to paying a fine, also pays the Lessor all expenses related to these violations;

8.25.2. on the territory of a closed parking lot, on the territory for access to which a permit is required, on the territory of an underground parking lot, multi-level parking, on the territory for access to which it is necessary to pay for entry and/or exit and/or parking or otherwise in violation of the rules of this Agreement;

8.25.3. on sidewalks, as well as with creating interference for passing vehicles or for the exit of previously parked vehicles;

8.25.4. abandonment / completion of the Car rental in the area of prohibited parking signs or markings on the roadway (parking "second row"), which did not entail the evacuation of the Car;

8.25.5. abandonment / completion of the Car rental by the Tenant in a place that creates obstacles to the free movement of pedestrians;



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

8.25.6. in the case of placing Cars on a lawn or other territory occupied by green spaces, the Lessee or another person allowed by the Lessee to be driving a Car. The Lessee undertakes to independently settle claims from third parties arising in connection with such a violation.

8.25.7. in places intended for the disabled;

8.25.8. at special parking lots intended for the parking of freight transport;

8.25.9. in special parking lots intended for taxi parking and/or parking at public transport stops;

8.25.10. at places intended for accumulation of garbage;

8.25.11. at places that are difficult to access; under places that are difficult to access, including, but not limited to, places where construction work is underway;

8.25.12. leaving a vehicle in a place not intended for stopping or parking vehicles (including on curbs, stairs and places without a road surface).

8.25.13. at the intersection of carriageways and closer than 5 (five) m from the edge of the intersected carriageway, with the exception of the side opposite the side passage of three-way intersections (intersections) having a solid marking line or dividing strip, including in adjacent territories.

8.26. In case of detection by the authorized body of an administrative offense committed by the Lessee related to the use and/or leaving the Car on the lawn or other territory occupied by green spaces, the Lessee undertakes to provide to such body, as well as to the Lessor, all necessary information and documents on this administrative offense. In case of failure to provide information and documents, the Lessee pays the Lessor a fine in the amount of 50,000 (fifty thousand) rubles, as well as reimburses the Lessor's expenses incurred in connection with such a violation.

8.27. In the case of using a car with the implementation of actions interpreted by this Agreement as dangerous driving, the Lessee pays a fine in the amount of 3,000 (three thousand) rubles for the first case of such driving and 30,000 (thirty thousand) rubles for each subsequent such case.

8.28. 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.

8.29. 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.

8.30. If the speed of the Automobile exceeds 140 (one hundred and forty) 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 (three) times; for 30 (thirty) calendar days in case of violation of this condition 6 (six) times. In case of violation condition, established by this paragraph, more than 6 (six) times, the Lessor has the right to terminate the Agreement unilaterally.

8.31. In the case of smoking in the Car (use of electronic cigarettes (incl. tobacco-free), steam generators (vapes and similar devices), hookahs (incl. tobacco-free), nitrous oxide (except for use in the presence of medical indications) by the Tenant or third parties who are in the Car during the Rental in violation of the prohibition established clause 4.5.3. of the Contract, the Tenant is charged a fine of 5,000 (five thousand) rubles for each case of violation.

8.32. 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.

8.33. 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. If the User violates any terms of use for landside and transit areas, paid parking at the Airport terminals, the User shall be liable in an amount of claims (fines) imposed on the Lessor in connection with such a violation plus 20% of the



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

amount of fine as an administration fee. The Lessor exercises the administration without the User's consent. The administration fee is charged simultaneously with the writing-off of principal debt.

Links to the websites containing parking rules for the Vnukovo, Sheremetyevo, Domodedovo and Pulkovo Airports:

- <http://www.vnukovo.ru/airport-map/parking/>
- <https://parkingsvo.ru/vazhno-znat/pravila-ispolzovaniya.html>
- <https://parking.dme.ru/pages/rules>
- <https://pulkovoairport.ru/transport/>
- <https://aer.aero/transport/parking/>

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

8.38. In case of violation of clause 4.3.20, the User undertakes to pay the expenses incurred by the Lessor for the forced evacuation of the E-Vehicle, as well as, at the request of the Lessor, pays a fine in the amount of 3000 (three thousand) rubles.

8.39. In case of violation of clause 4.5.22, the User undertakes to pay to the Lessor all expenses incurred by him, as well as other payments incurred by the Lessor for taking actions aimed at detecting the fact of a violation by the User, taking measures to restore the Car operation system after such a violation and also pays a fine in the amount of 250 000 (two hundred and fifty thousand) rubles.

8.40. In case of violation of the refusal term for the "Car order" service, specified in the clause 19 of the Rates Regulations, the User shall pay a fine in the amount of the cost of the specified service for each such case.

8.41. In case of failure to submit the documents specified in clause 4.3.10 hereof and/or exceeding the deadline for their transfer to the Lessor, the User undertakes to pay the Lessor a fine in the amount of RUB fifteen thousand (RUB 15,000).

8.42. If the Lessee sends messages containing obscene and/or offensive expressions, threats to the life and health of the Lessor's employees, his relatives, threats to damage the Lessor's property, or verbally stating the above, the Lessor has the right to collect from the Lessee a fine of 500 (five hundred) rubles for each case of violation.

8.43. In accordance with the provisions of this Agreement, the risk of accidental loss or damage to the Automobile from the moment the "Open" button is pressed in the Citydrive Mobile App and until the "End Rent" button is pressed in the Citydrive Mobile App shall be borne by the User.

8.44. The Parties determined that the amount of fines established by this section may be reduced by the agreement of the Parties. In all cases, the amount of compensation by the User for the losses of the Lessor, the terms and amount of fines established by this section may be changed by agreement of the Parties.

8.45. The Lessor shall have the right to temporarily block the personal account of the User in the Mobile Application until the moment of full payment of penalties provided for in Section 8 of this Agreement. In advance, the User shall be entitled to demand from the User documents showing that the penalties have been paid.

8.A. OPTION «CASCO»

a) In the Mobile Application, for a Tenant who has reached the age of 20 (twenty) years, a service is available for organizing accession to an insurance contract (the "casco" option) in accordance with the Rules of Combined Vehicle Insurance No. 96 and the Rules of Vehicle Breakdown Insurance (hereinafter collectively referred to as the Insurance Rules) posted on the Insurer's website at the following addresses: <https://sberbankins.ru/about/disclosure/registry/#acc-ins-rules-96> / and <https://sberbankins.ru/upload/iblock/46d/w2bof45isxeb1b3ymf6wr5iiijhrbqxu/Pravila-strakhovaniya-TS-ot-polomok.pdf> , respectively. The cost of the service is included in the rent and is not charged additionally.

b) To connect the "casco" option, click the "connect" button on the corresponding screen of the Mobile Application (the "slider" is moved to the right). To disable the "casco" option, the Tenant must click the "disable" button on the corresponding screen of the Mobile Application (the "slider" is moved to the left).

c) By enabling the "casco" option, the Tenant pays the insurance premium to the Insurer, the amount of which is set in accordance with the insurance contract, by transferring funds to the Lessor's current account. Information on the amount of the insurance premium is available on the Lessor's website at: <https://citydrive.ru/rules/kasko> . The Lessee has the right to pay the insurance premium in the ways specified in clause 5.2.1.1. of the Agreement.



“New Transport Systems” Limited Liability Company

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email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

d) The activation of the "casco" Option when renting a Car is not available if the Tenant rented this Car before without the "casco" Option enabled and 8 (eight) hours have not passed since the end of the lease. A car on such a Trip is not considered insured, even if the "casco" option is reflected as connected in the Mobile Application.

e) From the moment of joining the insurance contract:

- The Lessee confirms familiarization and agreement with the Insurance Rules and conditions of accession;
- The Tenant pays the insurance premium in accordance with the procedure established by the Contract;
- Rented Cars are insured for the duration of the Trip at the risk of "Damage", "Additional services", "Breakdown"

in accordance with the Insurance Rules until the "casco" option is turned off;

• At the time of insurance, the Tenant is provided with an insurance certificate posted at the link <https://citydrive.ru/rules/kasko>.

f) If the Tenant reaches the "Man-machine" or "Star of the Road" Level provided for by the Lessor's Loyalty Program located at the link - <https://citydrive.ru/rules/loyalty/>, and the activation of the "casco" option, the Tenant is given a discount on rent in the amount of the insurance premium payable.

g) The technical possibility of connecting the "Casco" option may be limited in cases established by the Rules of the Lessor's Shares.

h) If the Tenant does not have enough funds to pay for the Trip, the insurance premium, if the «Casco» Option is activated, the Tenant imposes on the Lessor the obligation to the Insurer to pay it. The Lessee undertakes to pay the Lessor the amount of debt for the insurance premium paid for him within 5 (five) working days from the date of such Trip.

i) If the "casco" option was enabled at the time of purchase of the "Subscription" option, then Cars on all subsequent Trips within the purchased "Subscription" option are considered insured, including if the minutes of use under the "Subscription" option have ended and the Trip has started to be charged at the per-minute rate.

j) If the "Casco" option was not enabled at the time of purchase of the "Subscription" option, then Cars on all subsequent Trips within the framework of the purchased "Subscription" option are not considered insured.

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:

- 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.



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

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

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. PROCESSING OF PERSONAL DATA

10.1. Within the framework of this Agreement, the Lessor is the operator in relation to the personal data of the User.

10.2. The User undertakes to provide the Lessor with reliable, complete and up-to-date personal data.

10.3. The Lessor processes the following groups of personal data:

- 1) Full Name;
- 2) User ID
- 3) Date of birth; age
- 4) gender
- 5) Photo image
- 6) Video image
- 7) Audio recording of the voice
- 8) Contact information (address, phone number, e-mail address)
- 9) Details of the identity document
- 10) A copy of the identity document (p. 2-3, p. with a mark of registration)
- 11) Citizenship
- 12) Information contained in the driver's license
- 13) A copy of the driver's license
- 14) Information on the legality of stay in the territory of the Russian Federation (in relation to foreign citizens)
- 15) Driving experience
- 16) Information about the conclusion of the contract, details of the contract
- 17) Information about car rentals and actions of the PD subject in connection with car rentals, including information about participation in an accident
- 18) Information about travel routes
- 19) Information about payments and payment instruments; information about debts; information about fines
- 20) Information on the performance and (or) violation of the contract by the PD subject
- 21) Information about participation in promotional events
- 22) Information about contacting the operator and reviewing requests, including information contained in additional documents provided by the Lessor when contacting
- 23) Information about registration and actions in the mobile application
- 24) Sperm ID
- 25) Geolocation data
- 26) Cookies
- 27) Information about the user's device
- 28) Information about interests

10.4. The Lessor does not process personal data of special categories, as well as biometric personal data.

10.5. The Lessor has the right to process the personal data of the User in order to:

- 1) Preparation, conclusion and execution of the agreement with the User;;
- 2) Ensuring the functioning of the mobile application and website;
- 3) Implementation and fulfillment of the functions, powers and duties assigned to the Lessor by the legislation of the Russian Federation;
- 4) Exercising the rights and legitimate interests of the Lessor or third parties, including ensuring the safety of the Lessor's property, repayment of overdue debts of the User to the Lessor;
- 5) Maintaining statistics and conducting research, including market research;
- 6) Consideration of applications, preparation and sending of responses;
- 7) Promotion of the Lessor's services and goods on the market and personalization of offers;
- 8) Calculation of the insurance tariff within the framework of the conclusion of a CASCO insurance contract;

10.6. The Lessor processes the personal data of the User both with and without the use of automation tools and has the right to perform the following actions (operations), sets of actions (operations) with personal data: collection, fixation,



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,
email: we@citydrive.ru

Taxpayer Identification Number 7704314221
Tax Registration Reason Code 773001001
Primary State Registration Number 1157746368999

assignment, recording, systematization, accumulation, storage, clarification, retrieval, use, transfer, depersonalization, blocking, deletion, destruction of personal data.

10.7. The Lessor does not distribute the personal data of the User.

10.8. The Lessor has the right, for the purposes specified in clause 10.5 of this Agreement, to transfer personal data to the following third parties:

SD Development LLC (127055 Moscow, Lesnaya st., 43 room I, room 42 (office 222).

LLC IC Sberbank Insurance (121170 Moscow, Poklonnaya st., 3, building 1, floor 1, room 3).

PJSC Renaissance Insurance Group (115114 Moscow, Derbenevskaya embankment, 11 floor 10 office 12).

Naumen Consulting LLC (109147 Moscow, Vorontsovskaya st., 35B k 3 office 518).

VK LLC (125167 Moscow, Leningradsky prospekt, 39, building 79).

SBERBANK PAO (address: 19 Vavilova str., Moscow, 117312).

Audio Connect LLC (address: 603003, Nizhny Novgorod region, Nizhny Novgorod, Svobody St., 63, building 1, office 310).

LLC Onekta (address: 105318, Moscow, Tkatskaya st., 17, building 2).

LLC Atlant (address: 195220, St. Petersburg, Nepokorenykh Ave., 49, letter A, room 33N, office 802).

LLC Intellectual Communications (address: 199034, St. Petersburg, line 6-ya V.o., no. 1/25, letter A, room 13N, office 24).

LLC MIKSSBS (address: 410040, Saratov region, Saratov, Cherry Ave., 12, apt. 14).

LLC PROYL BUSINESS (address: 123098, Moscow, Zhivopisnaya str., 52, PODV P II, ROOM 5.).

LLC CloudPayments (address: 115162 Moscow, Shukhova St., 14, building 11, floor, 3, room 67).

LLC Retail-Rocket (address: 125315 Moscow, Leningradsky Prospect, 74A, room VIII room 17).

LLC Kabutek (address: 197110 St. Petersburg, Bolshaya Raznochinnaya str., 14 lit. And pom. No. 506 A).

LLC Smartnat (address: 620109 Sverdlovsk region, Yekaterinburg, Tatishcheva str. 49. K. A. of. 402).

LLC SMS-center (address: 123112 Moscow Presnenskaya emb., 6 p.2 room 5301).

LLC Si3vision Energy (address: 115088 Moscow, 3rd Ugreshsky proezd, 8, p. 9, room 4, office 1),

as well as individuals (including individual entrepreneurs) providing services to the operator or performing camera work provided for in this Agreement.

10.9. Third parties specified in clause 10.8 of this Agreement have the right to perform the following actions (operations), sets of actions (operations), both with and without the use of automation tools, with personal data: collection, fixation, assignment, recording, systematization, accumulation, storage, clarification, extraction, use, transfer, depersonalization, blocking, deletion, destruction of personal data.

10.10. The Lessor has the right to involve third parties to take actions aimed at returning the overdue debt, and to transfer to such persons the personal data of the Tenant-debtor. The lessor sends the notice provided for in Part 1 of Art. 9 of the federal law of July 3, 2016 No. 230-FZ “On the protection of the rights and legitimate interests of individuals when carrying out activities to repay overdue debts and on amendments to the federal law “On microfinance activities and microfinance organizations””, in the form of a direction to the corresponding notification in one of the following ways: through a notary, by registered mail, to the email address specified by the debtor when concluding an agreement or other agreement, using the Unified Portal of State and Municipal Services in the case of delivery of a notification against receipt, in another way provided for by the agreement between creditor and debtor.

10.10.1. The Lessor has the right to assign the right to claim the overdue debt of the Debtor Lessee to any third parties, in accordance with the legislation of the Russian Federation without obtaining the consent of the debtor Lessee.

10.11. If the User uses a corporate payment method, the Lessor transfers the following personal data of the User to the legal entity or individual entrepreneur who received the order to transfer the rent: last name, first name, patronymic, information about the trip (time and date of the trip, trip route, trip status).

10.12. By acceding to this Agreement, the User thereby consents to the implementation by the bodies conducting administrative proceedings in cases of administrative offenses provided for by the Code of Administrative Offenses of the Russian Federation and the laws of the constituent entities of the Russian Federation, by sending, using any available means of communication (telephone message, telegram, e-mail, SMS messages), notices of the date, time and place of drawing up a protocol on an administrative offense and considering the case on the merits.

10.13. By acceding to this Agreement, the User thereby agrees to the Lessor to send messages, including marketing ones, to the phone number (push messages, sms messages) and to the User’s e-mail address.



“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

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Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

10.14. The Lessor stores the personal data of the User in a form that allows determining the subject of personal data for 4 (four) years after the expiration of this Agreement.

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.

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. 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 1 (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.

13. ANTI-CORRUPTION CLAUSE

13.1. Upon conclusion, execution, modification and termination of the Agreement, the Parties assume the following obligations:

13.1.1. The Parties, their employees, do not offer, promise, demand, permit the provision, do not provide any money, securities, other property, do not provide property services, do not perform work, do not provide any property rights, directly or indirectly, personally or through intermediaries in any way to influence the actions (inaction) and/or decisions of these and/or other persons in order to obtain any benefits (advantages) or to achieve other goals.

13.1.2. The Parties, their employees, do not carry out actions (inaction) qualified by applicable law as giving/receiving bribes, commercial bribery, mediation in bribery/commercial bribery, abuse of authority, illegal remuneration on behalf of a legal entity, as well as other actions (inaction) that violate the requirements of applicable legislation and applicable norms of international law in the field of anti-corruption.

13.1.3. The Parties (i) notify each other of the circumstances that have become known to them, which are or may be the basis for a conflict of interest²; (ii) refrain from performing actions (inaction) entailing the occurrence or creating a threat of a conflict of interest; (iii) provide other assistance to each other in order to identify, prevention and prevention of corruption offenses and conflicts of interest within and in connection with the relations of the Parties to the Agreement.

13.2. The provisions of clause 13.1 of the Agreement apply to relations that arose before its conclusion, but related to the conclusion of the Agreement.

13.3. If the Party has information about the actual or possible violation by the other Party, its employees, of any provisions of paragraphs 13.1.1-13.1.3 of the Agreement (hereinafter referred to as the Violation of corruption), such a Party undertakes to immediately notify the other Party in writing about this. Such notification must contain an indication of the details of the Contract, a description of the actual circumstances related to the Violation of the corruption orientation, which served as the basis for sending the notification. The notification must be accompanied by supporting documents and/or materials³.

² Unless otherwise follows from other provisions of the Agreement, the term "conflict of interest" is understood in the meaning defined in Article 10 of Federal Law No. 273-FZ dated December 25, 2008 "On Combating Corruption"

³ These include testimony from participants and eyewitnesses of events, written documents, correspondence via e-mail, sms and messengers, audio and video recordings etc.

“New Transport Systems” Limited Liability Company

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Taxpayer Identification Number 7704314221
Tax Registration Reason Code 773001001
Primary State Registration Number 1157746368999

The Party that received the notification ensures its confidential consideration, and also sends a reasoned response to the other Party within 30 (thirty) calendar days from the date of receipt of the notification. If the Party that received the notification disagrees with the circumstances provided in the notification related to the Violation of the corruption orientation, which served as the basis for sending the notification and/or supporting documents and/or materials, in its response it must object to the information sent about the Violation of the corruption orientation.

13.4. In cases of (i) receipt by the Party from the other Party of a response confirming a Violation of a corrupt orientation, or (ii) absence of objections in the response received by the Party from the other Party to the information sent about a Violation of a corrupt orientation, the Party has the right to terminate the Agreement unilaterally out of court by sending a written notice of termination. The Agreement is considered terminated upon the expiration of 10 (ten) calendar days from the date of receipt by the other Party of the relevant written notice of termination of the Agreement. The Party on whose initiative the Contract was terminated, in accordance with the provisions of this paragraph, has the right to demand compensation for real damage resulting from such termination of the Contract.

14. OTHER TERMS OF THE AGREEMENT

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

14.2. Disputes arising from this Agreement are subject to consideration in accordance with Article 28 of the Civil Procedure Code of the Russian Federation, unless otherwise provided by the current legislation of the Russian Federation.

14.3. The Parties agree that the pre-trial dispute settlement procedure is a priority for the Parties in resolving disputes, and also recognize the validity of claims sent to each other electronically. The claim is, inter alia, a notification of the need for payment sent by the Lessor to the Lessee via the Citydrive Mobile Application and/or to the email address specified by the Lessee in the Mobile Application in accordance with the terms of this Agreement.

Approved by

CEO

"New Transport Systems" LLC

Mingazhev E.R.





“New Transport Systems” Limited Liability Company

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REGULATIONS ON DISCOUNTS AND BONUSES

1.1. OBJECTIVES OF THE REGULATION:

1.2. The objectives of the Regulation are:

- to increase the number of Users;
- increasing the level of legal awareness and integrity of Users;
- increase User activity, attract new Users on the recommendation of existing Users;
- providing active Users with additional discounts, as well as other privileges;
- promotion of The Organizer's Actions.

1.3. Everything that is not regulated by this regulation is determined by the terms of the Loyalty Program, the rules of other promotions of the Organizer.

2. BASIC TERMS

2.1. Balance – an account that is independently replenished by the User, as well as used by the Organizer to add Bonus Points to this account.

2.2. Bonus points (Points) are calculated conventional units provided to the Lessee on the grounds established in the Agreement, while the Points are not monetary funds, cannot be cashed or exchanged for cash and can only be used by the Lessee to pay for services under the Agreement on the terms established by the Agreement. 1 (one) Point corresponds to 1 (one) Russian ruble. As Points, the User's Balance may be credited with compensation for the User's expenses for refueling cars with fuel, washing liquid, compensation accrued to the User in accordance with the procedure provided for in clause 4.3.10.2. of the Agreement, compensation for technical problems in case of malfunction of the Citydrive Mobile Application and/or Carsharing service, compensation accrued in cases where provided for in clause 16 of the Tariff Regulations.

2.3. A friend is an individual who, during the registration process in the Carsharing service, entered a unique promo code provided by another User.

2.4. Refueling a Car – filling Fuel into the gas tank of a Car rented from the User at the time of refueling.

2.5. Personal account – account (account) A user in the Citydrive Mobile application, which is a personal page with a set of data about the User.

2.6. The organizer is the Limited Liability Company "New Transport Systems" (LLC "NTS").

2.7. The User - is an individual who has concluded an Agreement in the form of joining with the Limited Liability Company «New Transport Systems» and is a user of the Carsharing service

2.8. Recharging – replenishing the battery level on Electric Vehicles.

2.9. A promo code for replenishment of the Balance is an automatically generated set of letters of the Latin alphabet and numbers designed to replenish the Balance in the amount of the nominal value of such a promo code.

2.10. Registration in the Citydrive Mobile Application (Registration) is a set of actions aimed at obtaining access to the Citydrive Software in the amount and on the terms determined by the Organizer, accompanied by the transfer of certain information from the User and the creation of a User account, including to provide the opportunity to conclude an agreement with the Organizer by accepting the terms The Agreement according to the rules set out in section 3 of the said Agreement.

2.11. Citydrive Service – the Citydrive Website and Software that provide the User with the opportunity to familiarize themselves with the information and materials posted on the Service and/or the opportunity to use the Services of the Organizer.

2.12. Discount – reduction of the cost of the Trip by the discount amount.

3. CONDITIONS FOR RECEIVING A DISCOUNT

3.1. The discount is provided to Users according to the terms of the Loyalty Program, the Rules of promotions.

3.2. The discount is provided at the time of completion of the Trip, namely, when the User clicks the "complete Rental" button and issues an invoice for the Trip. The cost of the Trip and the Discount are calculated automatically by the Carsharing service.

3.3. The provisions of clause 3.2. also apply in the case of using the "Car Transfer" function, but the Discount is granted after the moment of acceptance of the Car by the User to whom the Car was transferred within the specified function.

3.4. The Lessor provides the Lessee with a Discount on the rent in the amount of an equal amount of the Service Fee.

4. ACCRUAL OF POINTS



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4.1. Within the framework of these Regulations, the Organizer may award Bonus Points in the form of compensation for the User's expenses for refueling cars with fuel, washing liquid, compensation accrued to the User in accordance with the procedure provided for in clause 4.3.10.2. The Contract, compensation for technical problems accrued to the User in case of malfunction of the Citydrive Mobile Application and/or the Carsharing service, compensation accrued in cases provided for in clause 16 of the Tariff Regulations, as well as other types of compensation that may be accrued by the Organizer within the framework of actions conducted by the Organizer. Any type of compensation provided for in this Regulation is carried out in the form of crediting Bonus Points to the User's Balance.

4.2. The refueling of the Car is carried out by the Organizer or the User using the Citydrive Mobile application. Bonus points are credited to the User's Balance in accordance with the terms of this Regulation in the following order: - when refueling the Car, the User's expenses are compensated by crediting Bonus points to the User's Balance, the amount of which corresponds to the cost of Fuel. - in case of refueling the Car for more than 20 (twenty) liters, the User is also charged 50 (fifty) Bonus points to the Balance. - when filling the washing liquid into the Car, the User's expenses are compensated by crediting Bonus points to the User's Balance and correspond to the cost of the washing liquid.

4.3. In case of refueling of the Car by the User, refueling is carried out by the User during the period of use of the Car (active lease) in accordance with the terms of the Agreement. The User refuels the Car if the indicator of the minimum remaining fuel level in the tank lights up on the dashboard of the Car and (or) the User receives information from the Organizer about the minimum remaining fuel level in the tank (information can be sent via the Citydrive Mobile application). In any of the above cases, the User undertakes to refuel the Car independently in compliance with the instructions received through the Citydrive Mobile Application. The User is prohibited from refueling in violation of the terms of the Agreement, instructions received from the Organizer.

4.3.1. The Organizer compensates the expenses actually incurred by the User related to refueling the Car in the case of using any of the tariff plans available to the User, according to which compensation for refueling the Car is provided. Compensation is possible only if the User provides all the necessary documents provided for by the instructions received by the User through the Citydrive Mobile Application (cash receipt), no other documents are accepted.

The Organizer compensates only the money actually spent, and in case of full or partial payment of refueling with bonus points provided for by the loyalty program of the gas station, the Organizer does not reimburse the cost of refueling, which was paid with bonus points provided for by the loyalty program of the gas station. If the User refueled the Car using a tariff that does not include compensation for refueling, then the actual costs incurred by the Organizer are not compensated.

4.4. The filling of the washing liquid must be confirmed by sending a photo of the cash receipt in the manner provided for in the Citydrive Mobile Application. No Bonus Points are awarded without providing a photo of the cash receipt in the manner provided for in the Mobile Application.

4.5. If, during the use of the Car, technical problems occurred during the rental of the Car, the Citydrive Mobile Application and/or the Carsharing service, the cause of which was not the User's behavior, the Organizer has the right to award Bonus Points to the User equivalent to the Cost of the rental fee for the period of troubleshooting the problem. In order to receive Bonus Points in this case, the User is obliged to inform the Organizer in a timely manner about the problems that have arisen, as well as send a request for Bonus Points to the email address we@citydrive.ru. During the week, the Organizer notifies the User about the amount of Bonus Points accrual, if any. The Organizer has the right to refuse to award Bonus Points, indicating the reason for such refusal.

4.6. In the event of a Tenant getting into an accident, the Landlord shall charge the Tenant compensation in the form of Bonus Points for the period from the moment of notification of the accident until the completion of the process of registration of all necessary documents on the accident. The amount of Bonus points that can be accrued under this paragraph is calculated in the amount of the equivalent Cost of the rent from the moment of the accident until the completion of the necessary documents for the accident. Bonus points provided for in this paragraph are accrued if the Tenant chooses them as an accrual in accordance with the procedure provided for in clause 4.3.10.2. The agreement.

4.7. The Organizer reserves the right to double-check the information provided by the User, to accrue Points after such verification or to refuse to accrue Points in case of violation of the rules for providing information or providing false information. In order to verify the accuracy of the information provided, as well as the coincidence of the information in the receipt with the readings of the devices installed in the Organizer's Cars by the date and time of Refueling the Car, as well as the volume of Refueling the Car, the Organizer has the right to suspend the accrual of bonus Points for a period of no more than 2 (two) weeks from the moment the User provides information by sending a photo of the receipt and providing a paper copy.

4.8. Compensation of the User's expenses for refueling cars with fuel, washing liquid is accrued for each refueling fact upon provision of appropriate supporting documents in the amount of 1 (one) Point for each ruble spent. In case of providing information that does not correspond to reality, Bonus points are not awarded.

4.9. Bonus Points are accrued within 5 (five) business days from the date of submission of the necessary documents/performance of the necessary actions by the Lessee, except for the case provided for in clause 4.5 of these



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Regulations. The verification of the accrual of Bonus Points is carried out by the employees of the customer service department of the Organizer within 1 (one) month after the accrual of Points to the Bonus Account or (and) the User's Balance. You can get information on the Bonus Account or (or) Balance by contacting personally, by phone, by e-mail to any currently working client manager using the phone number or e-mail address of the User specified during registration. In case of an application using a different email address or phone number, the employees of the customer service department of the Organizer have the right to refuse to provide information.

4.10. Bonus points entitle the User to use them as payment for the cost of rent, service fee, insurance premium.

4.11. Upon termination of the Agreement, Bonus Points are reset to zero and all accumulated Points are burned.

4.12. The Organizer has the right to unilaterally deduct Points from the User's Balance within 3 (three) months after the accrual of Points to the User's Balance without the User's consent, if the Points were mistakenly credited to the User's Balance. In this case, the Organizer deducts from the Balance the amount of Bonus points equal to the mistakenly credited amount of Bonus Points. In case of cancellation due to erroneous accrual, the Organizer sends the User information about the cancellation and its reasons to the email address specified by the User during registration or by sending a message to the phone number (push messages, SMS messages) or by phone call.

4.13. The Organizer has the right to set additional Discounts within the framework of its promotions.

4.14. Bonus points are not converted into cash and are not payable to the User. The exception is Bonus Points acquired in accordance with the procedure provided for in clause 4.16. of this Regulation.

4.15. The trip can be paid for with Bonus Points both in full and in part, while at least 1 (one) ruble must be debited from the User's Bank Card linked in the Mobile Application.

4.16. The "Top up the balance" service (available for connection by the User through the use of the Mobile Application functionality) is a service in which the User, by clicking the "Top up the balance" button, deposits funds to the Balance. The following balance replenishment packages are available to the user:

- "Package 1000";

- "Package 4000";

- "Package 8000".

5. REFUND OF FUNDS

5.1. The rules of Section 5 of this Regulation do not apply to Bonus Points.

5.2. The refund is made to the Bank Card or to the User's Balance at the Tenant's choice.

5.3. The refund is carried out in the following cases:

5.3.1. if, as a result of a system error, the User's card was debited 2 (two) times or more;

5.3.2. if, as a result of a system error, the User has switched the Tariff or tariff option;

5.3.3. if, as a result of a system error, the interim payment provided for in clause 5.3 of the Agreement was automatically debited;

5.3.4. closure of the Organizer's department at the place of its presence.

5.4. Bonus points acquired by the User by replenishing the Balance in the personal account of the Citydrive Mobile Application can be returned by the Organizer in monetary terms to the User's bank card in the amount of the balance of unused points by the User on the date of the User's application or on the date from which the fulfillment by the Organizer of obligations to lease cars to Users became impossible.

5.5. Refund Procedure:

5.5.1. The User is obliged to send a reasoned statement on the refund of funds indicating the reason for the refund in one of the following ways:

- by letter of notification to the address: 121087, Moscow, ext. ter. g. Filevsky Park Municipal District, 5A Beregovaya Ave., room 1, room. 1/13;

- in scanned form to the email address we@citydrive.ru;

- by sending a message to the Support Service in the Citydrive Mobile Application.

5.5.2. Within 7 (seven) calendar days, the Organizer notifies the User about the amount and timing of the refund, if any.

5.5.3. The Organizer has the right to refuse a refund with an indication of the reason for such refusal.

Approved by

CEO

"New Transport Systems" LLC

Mingazhev E.R.

СИТИДРАЙВ

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REGULATION ON TARIFFS

1. The rental price is calculated automatically by the billing system (automated billing system) of the Lessor in accordance with the Tariffs in force at the time of booking the Car.

2. The Organizer establishes the following tariff conditions:

2.1. The Fare includes parking outside the Green Zone at night in the cities of Moscow, St. Petersburg, Sochi, Yekaterinburg, Nizhny Novgorod (from 23:00 to 7:00), one Car reservation with time and quantitative restrictions, the option "life and health insurance of passengers and driver", as well as the option "Inclusive carsharing".

2.2. The following Cars are available for rental to Users who have reached the age of 18 (eighteen) years:

Economy class	Comfort class
Kia Rio, Kia Rio X-line, Skoda Rapid, VW Polo VI, Renault Kaptur, Renault Arkana, Citroen C4, Changan Alsvin, Chery Tiggo 4 Pro, Chery Tiggo 4.	Москвич 3, BelGee X50, Changan CS55 Plus, Chery Tiggo 7 Pro, Chery Tiggo 7 Pro Max, Exeed LX, Geely Atlas Pro, Geely Coolray, Geely Coolray New, Geely Emgrand 7, Haval Jolion Elite, Jac J7, Jac JS4, Jac JS6, Kia Soul, Kia Sportage, Mitsubishi Outlander, Nissan Qashqai, Nissan X-Trail, Omoda C5, Omoda S5, Skoda Karoq, Skoda Kodiaq, VW Tiguan, Haval H3, GAC GS3.

2.3. Users with at least one (1) year of driving experience (category B) and who have reached the age of 23 (twenty-three) years, in addition to Economy and Comfort Class Cars, the following Cars are also available for rent:

Premium class	Class Electro
Audi Q3, Audi A4, Audi A3, BMW X2, BMW X1, BMW 318i, BMW 218i, Exeed TXL, Chery Arrizo 8, Changan Uni-V, Changan Uni-T, Chery Tiggo 7 Pro Max New, Changan Uni-S.	Tesla Model Y, VW ID.4, VW ID.6, Москвич 3e, Skywell ET5.

2.4. Up-to-date information about the cost is posted in the Mobile Application.

3. The option "passenger and driver life and health insurance" is available to all Users, no additional fee is charged for this option.

4. The Transponder option is automatically connected to Vehicles equipped with a transponder, which gives the right to operate the Car on toll roads and toll sections of highways in the territory of the Russian Federation for an additional fee, which is part of the rent.

4.1. The User can use the Western High-Speed Diameter (ZSD) travel services using the Lessor's "Transponder" option. The cost of the "Transponder" option is calculated according to the tariffs posted on the website <https://nch-spb.com/tariffs/transponder/>. By enabling the "Transponder" option, the Tenant accepts the conditions set out in the link <https://nch-spb.com/travel/rules/terms-of-service/>.

4.2. The User can use the services of the Central Ring Road (CCAD) both with and without the use of the Lessor's "Transponder", the cost of travel along the CCAD when the User uses the "Transponder" is additionally paid by debiting funds from the User's account to which the Bank Card is linked, within 20 (twenty) minutes from the moment of completion travel along the Central Ring Road, and in the absence of a "Transponder" in the rented car - by debiting funds from the User's account within 7 (seven) calendar days from the date of completion of travel along the Central Ring Road. Up-to-date information about fares on the Central Ring Road is available at the link <https://avtodor-tr.ru/road/tariffs/>.

4.3. The User can use the toll road services operated by JSC "New Road Quality" (<https://m-road.ru/>), including: "A new exit to the MKAD from the federal highway M-1 "Belarus" Moscow-Minsk" (Odintsovo Northern Bypass) and "Bagration



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Avenue" (SDKP) without using the "Transponder" option. Payment of the fare will be made by direct debit of funds from the User's account within 7 (seven) calendar days from the date of completion of travel along the Northern Bypass of Odintsovo and SDKP roads. Up-to-date information on fares on the Northern Bypass of Odintsovo and SDKP roads is available at the link <https://m-road.ru/tariffs/>.

4.4. The User can use the services of travel on the Moscow High-speed Diameter (MSD) road, operated by GKU AMPP, both using the "Transponder" option and without using it, while the fare on the MSD is additionally paid by the Tenant. Payment is made by withdrawing funds from the User's account without acceptance after completing the trip along the MSD.

Travel on the MSD road is paid only on days and hours specified by the operator, up-to-date information on fares on the MSD is available at the link <https://msd.mos.ru/>.

4.5. The User can use the services of travel on the Vinogradovo – Boltino – Tarasovka road (Mytischinskaya Chord), operated by Transtall LLC, both using the Transponder option and without using it, while the cost of travel on the Mytischinskaya Chord road is additionally paid by the Tenant. Payment is made by withdrawing funds from the User's account without acceptance after completing the journey along the Mytischinskaya Chord road. Up-to-date information about fares on the Mytischinskaya Chord road is available on the website <https://vis-transtoll.ru/>.

5. The following Tariffs are provided for the User:

5.1. Per-minute tariff is the rate of the cost of 1 (one) minute of Car rental.

5.2. Package rate – the rate of the cost of renting a Car for a predetermined period. The cost of the Package tariff consists of two parts: - permanent (is the cost of booking a Car); - variable (formed based on the distance traveled by the Car during the rental). The following types of Package Tariffs are available: 2 (two) hours, 3 (three) hours, 6 (six) hours, 12 (twelve) hours, 1 (one) day, 2 (two) days, 3 (three) days, 5 (five) days, 7 (seven) days, The "Travel" tariff (7 (seven) days with an automatic extension of the rental period for 1 (one) day in the cases provided for in clause 7.6 of this Tariff Regulation).

5.3. The "Fix" tariff is the rate of the cost of renting a Car for a certain distance from the location of the Car to the place of the end of the trip previously set by the Tenant, as well as the time required to travel this distance. The amount of time (minutes) is automatically calculated by the Application taking into account the route of the trip, the traffic situation, and the time required to park at the point where the trip ends. The number of minutes may change during the trip if the above parameters are changed. If the Tenant exceeds the time limit and completes the lease at a place other than the previously specified end of the trip, the rental price will be recalculated at the Per-Minute rate.

5.4. The cost of Fares may vary depending on the location of the Car, the time of booking, the day of the week and in other cases. The Landlord informs the Tenant about the current cost of Tariffs and details of Tariffs in the Mobile Application before booking a Car.

5.4.1. An increasing coefficient may be applied to the cost of tariffs and other services, depending on the Tenant's «Reputation» in the Carsharing service. Information about the increasing coefficient, the criteria that make up the «Reputation», the actual cost of Tariffs, taking into account the increasing coefficient, the Landlord informs the Tenant in the Mobile Application before booking a Car.

5.4.2. The Lessor informs the Lessee about the total cost of Tariffs and/or other services, the availability of the Tariff in the Mobile Application before booking the Car.

5.5. If, at the end of the time included in the Package Fare "Travel", the Car is located at a distance of less than 125 (one hundred and twenty-five) km to the Moscow Ring Road in Moscow, the Ring Road in St. Petersburg, the borders of Sochi International Airport in Sochi, then the Per-Minute fare is automatically connected. If, at the end of the Time included in the Package fare "Travel", the Car is located at a distance of 125 (one hundred and twenty-five) km or more to the Moscow Ring Road in Moscow, the Ring Road in St. Petersburg, the borders of Sochi International Airport in Sochi, then the Car Rental is automatically extended for 1 (one) day, the cost of which is formed from the amount that makes up the permanent part of the rent and the amount that makes up the variable part of the rent, including VAT of 20%. The Tenant has the right to change the automatic renewal to the activation of the Per-Minute tariff when the Package Tariff is activated.

5.6. If the Lessee has completed the Lease ahead of the time stipulated by the Package Tariff, the Lessor has the right:

5.6.1. to recalculate the cost of the Trip according to the Minute-by-Minute tariff, if the Lessee, at the early end of the Trip, did not inform the Lessor about any technical malfunctions of the Car, which the Lessee was not aware of before the start



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of the Trip, which caused the early end of the Trip. At the same time, as a result of recalculation, the cost of the Trip cannot exceed the cost of the Trip provided for by the Package fare;

5.6.2. recalculate the cost of the Trip according to the cost of the Package Fare closest to the date of the early end of the Trip, if the reason for the early end of the Trip by the Lessee was technical malfunctions of the Car, which he informed the Lessor about and which could not be promptly eliminated.

5.7. The cost of the Trip includes the option of booking a Car for free. The free booking time for Users of all Levels is 20 (twenty) minutes for booking any Car no more than 1 (one) time within 2 (two) hours from the start of the previous booking included in the Tariff.

5.8. If the duration of the Trip exceeds the Travel time provided for in the Package Tariff, the automatic connection of the Minute-by-Minute the Car rental rate.

5.9. Activation of any tariff option of the Package Tariff is carried out only if this option is provided by the Mobile Application.

5.10. The Lessee is prohibited from using the Car on the territory of the Republic of Crimea and the federal city of Sevastopol, as well as on the territory of the regions of the Russian Federation where military operations are underway.

6. Up-to-date information about the cost of Package tariffs is posted in the Mobile Application.

7. The option "passenger and driver life and health insurance" is automatically connected to any tariff by the Lessor. Insurance is provided by Sberbank Insurance LLC (hereinafter referred to as the Insurer) in accordance with the conditions provided by the Insurer. The Lessor is not responsible for the Insurer's modification of the insurance terms, as well as for the Insurer's performance of its duties. The terms of passenger life and health insurance contracts are available for review at the link in the Appendix. The fee for enabling the option "passenger and driver life and health insurance" by the Lessor is not charged to Users. Insurance is carried out by the Insurer in accordance with the conditions provided by the Insurer. The Lessor is not responsible for the Insurer's modification of the insurance terms, as well as for the Insurer's performance of its duties. In the event of insured events for the risks specified in the passenger life and health insurance contracts, the Lessee independently interacts with the Insurer. At the request of the Lessee, the Lessor provides documents confirming the use of the Car by the Lessee.

8. A Lessee who has reached the age of 20 (twenty) years and has at least 1 (one) year of driving experience (category B) has the right to purchase a Subscription to use the Car for a fixed period at a cost pre-determined by the Lessor.

8.1. The Subscription provides for the use of a Car on the following conditions:

a) When purchasing a Subscription for 30 (thirty) or 60 (sixty) minutes a day, the cost of the Subscription depends on the availability of the "CASCO" option connected at the time of purchase. b) Up-to-date information about the cost, features of the Subscription is posted in the Mobile Application.

c) The minutes of the Subscription not used by the Tenant are not transferred to the next Subscription period and are not compensated by the Landlord.

d) During the validity of the Subscription, the mileage of the Car is not charged separately and is included in the Subscription price.

e) The minutes of the Subscription available for use may be used by the Tenant during one or more Trips at the discretion of the Tenant.

9. Within the package tariffs: 6 (six) hours, 12 (twelve) hours, 1 (one) day, 2 (two) days, 3 (three) days, 5 (five) days, 7 (seven) days, the "Travel" tariff, the Tenant has the right to use the Car Order service.

10. The Car Order Service is issued by the Tenant through the Mobile Application by selecting a Car available for Ordering in the Mobile Application, indicating the time and address of the Car delivery.

11. As part of the Car Ordering service, the Lessor performs the following actions:

11.1. Preparing the Car for delivery for subsequent rental.

11.2. Filling the fuel tank of the Car in the amount of at least 20%.

11.3. Control of pre-orders in the administration system.

11.4. Preparation of a Car order plan in the control room. 1

11.5. Coordination of the operation of a particular Car with the technical specialists of the Lessor. 11.6. Implementation of actual actions for the delivery of Cars to the time and address specified by the Lessee.



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12. Requests for the Car Ordering Service are accepted by the Lessor in the morning: from 6:00 to 11:00 (Moscow time).
13. The Lessee has the right to refuse the Car Order service within 1 (one) hour from the moment of its registration in the Mobile Application without applying any penalties to the Lessee from the Lessor.
14. The cost of the Car Order service is debited from the Tenant's bank card account in a non-acceptance order after 1 (one) an hour after registration of such a service in the Mobile application.
15. The Car is delivered to the Lessee at the time and address indicated by him in the Mobile Application, while the actual place of delivery of the Car by the Lessor may differ from the one indicated by the Lessee within the nearest parking space.
16. In case of non-fulfillment by the Lessor of the terms of clauses 11.2., 15 of this Tariff Regulation, the Lessee has the right to refuse the Car Order service before the start of the Car rental and demand compensation in the amount of money paid for the service, in the form of Points credited by the Lessor to the Lessee's Balance.
17. Up-to-date information about the cost of the "Car Order" service is posted in the Mobile Application. The Car Ordering service is available for Tenants using the Mobile Application in Moscow and within a radius not exceeding 250 (two hundred and fifty) km from the outside of the MKAD (within the borders of the Russian Federation), in St. Petersburg and within a radius not exceeding 250 (two hundred and fifty) km from the outside of the Ring Road, within the borders of the Russian Federation.
18. Within the framework of package tariffs, namely: 2 (two) hours, 3 (three) hours, 6 (six) hours, 12 (twelve) hours, 1 (one) day, 2 (two) days, 3 (three) days, 5 (five) days, 7 (for seven) days, the Tenant has the right to use the "Inclusive carsharing" option.
19. The option "Inclusive carsharing" is issued by the Tenant through the Lessor's Website by selecting a Car available for ordering, indicating the time and address of the Car pickup. Confirmation of the registration of the "Inclusive carsharing" option is considered to be a confirmation call from the Landlord.
20. As part of the "Inclusive carsharing" option, the Lessor performs the following actions:
 - 20.1. Preparing the Car for delivery for subsequent rental.
 - 20.2. Filling the Car's fuel tank in the amount of at least 20%.
 - 20.3. Monitoring and tracking of pre-orders in the administration system.
 - 20.4. Preparation of a Car order plan in the administration system.
 - 20.5. Coordination of the operation of a particular Car with the technical specialists of the Lessor.
 - 20.6. Implementation of actual actions for the delivery of the Car at a time and place determined by the Lessee.
 - 20.7. Provision of a special facility that allows the Tenant to move from a wheelchair to a Car;
 - 20.8. Assistance in carrying out the inspection of the Car provided for in paragraphs 4.3.7 and 4.3.8. of the Agreement, if necessary.
21. The "Inclusive carsharing" option is issued by the Landlord 4 (four) hours before the expected start of the lease.
22. The car is delivered to the Tenant at the time and place specified by him on the website: <https://citydrive.ru/inclusivity/>, in this case, the actual place of delivery of the Car by the Lessor may differ from the one indicated by the Lessee within the nearest parking space.
23. Up-to-date information on the time of provision of the Inclusive Carsharing service is available on the Website: <https://citydrive.ru/inclusivity/>.
24. The "Inclusive Carsharing" option is available for Tenants using the Mobile Application in Moscow and within a radius not exceeding 2000 (two thousand) km from the outside of the MKAD (within the borders of the Russian Federation) and in St. Petersburg and within a radius not exceeding 2000 (two thousand) km from the outside KAD, within the borders of the Russian Federation.
25. When selecting the Function "autobooking", a Car is reserved that is accessible at the distance specified by the User, without taking into account the class and other characteristics, since the search for a Car using the Option "radar" takes into account the only parameter set by the User – the distance to the Car. If two or more available Cars are located at the specified distance, the nearest one is automatically booked from the location specified by the User.
26. When using the Function "autobooking", the rent is paid by the User at a Per-Minute Rate according to the general rules established in this Tariff Regulation. The use of the Auto-Reservation Function is included in the rental price and is not charged additionally to the Tenant.

Approved by

СИТИДРАЙВ

“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

CEO

"New Transport Systems" LLC

Mingazhev E.R.





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USER (LICENSE) AGREEMENT OF THE CITYDRIVE SERVICE

1. GENERAL PROVISIONS

1.1. This User (license) Agreement of the Citydrive Service (hereinafter referred to as the «User Agreement» or the «Agreement») regulates the relationship between the Company and the User.

1.2. The Agreement is not a public offer and is concluded by the User joining the terms and conditions established by the Agreement as a whole. The User confirms that he has fully read the Agreement and accepted all its terms in the ways specified in this Agreement.

1.3. If the User does not accept the terms of the Agreement in full, he is not entitled to use the Citydrive Service.

1.4. If the Company has made any changes to the Agreement with which the User does not agree, he is obliged to stop using the Citydrive Service.

2. TERMS AND DEFINITIONS

2.1. **Car** – a vehicle provided by the Company to the User for temporary possession and use (lease) under the «Long Lease (Subscription)» Service Agreement or the «Carsharing» Service Agreement or the «Car Rental» Service Agreement.

2.2. **Account (User ID)** – a unique account created after When the User completes Registration, it is a collection of User data necessary to authenticate the User and provide access to the Service.

2.3. **Long-term Rental (Subscription) Service Agreement** - is a long-term rental agreement for a vehicle without a crew, concluded between the Company and the User.

2.4. **The Carsharing Service Agreement** - is a short-term rental agreement for a vehicle without a crew, concluded between the Company and the User in the form of an affiliation, posted in the Citydrive Mobile Application / on the Website.

2.5. **The Car Rental Service Agreement** - is an agreement for the rental (rental) of a vehicle without a crew, concluded between the Company and the User.

2.6. **The Company** - is a limited liability company «New transport Systems» (OGRN 1157746368999, TIN 7704314221, address: 121087, Moscow, ext. ter., Filevsky Park Municipal district, Beregovoy ave., 5A, room 1, room. 1/13), which provides the User with access to the Citydrive Service.

2.7. **The Citydrive Mobile Application (Mobile Application)** - is a computer program that is a collection of data, commands, and audio-visual representations generated by it, and is a module of the Citydrive Software.

2.8. **Trip** – the time of using the Car within the framework of the Carsharing Service in accordance with its intended purpose from the moment of the beginning of the lease to the moment of its completion, regardless of the modes: «Use», «Transfer», «Parking».

2.9. **The User** - is an adult and capable individual using the Citydrive Service.

2.10. **The Software's copyright holder** - is the limited liability company SD DEVELOPMENT (OGRN 1237700135441, TIN 7707484454), which owns the exclusive right to the Citydrive Software.

2.11. **Citydrive software** - is a computer program that includes the Citydrive Mobile Application (including under alternative names) and other software modules (components, extensions), and provides the User with the opportunity to use the Service. The software is registered in the unified register of Russian software, registry entry No. 24638 dated 10/28/2024.

2.12. **Registration**- is a set of User actions aimed at gaining access to the Service, to the extent and on the terms determined by the Company, accompanied by the transfer of certain information from the User and the creation of a User Account.

2.13. **Website** – a website hosted on the Internet at: <https://citydrive.ru>.

2.14. **Service fee** - is a license fee provided for in the Agreement, charged to the User in accordance with the procedure established by the Agreement for granting the right to use the Car Rental Management functionality through a Mobile Application.

2.15. **Citydrive Service (Service)** – The Citydrive Website and Software that provide the User with the opportunity to familiarize themselves with the information and materials posted on the Service and/or the opportunity to use the Company's Services.

2.16. **Agreement on the use of the ASP**- is an agreement on the use of an analog of a handwritten signature (TSA), posted on the Website page at: citydrive.ru/rentacar/files/signature_agreement.pdf. Agreement on the use of the TSA is an integral part of this Agreement.

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2.17. **Carsharing Service tariffs** – Per-Minute tariff, Package tariffs, Fixed tariff, Subscription option and other tariffs/options stipulated in the Carsharing Service Agreement. A detailed list of tariffs and their description can be found in the Carsharing Service Agreement.

2.18. **Car Rental Management** - is an opportunity provided to the User through a Mobile Application within the framework of using the Carsharing Service - to manage Car rental: to start/end the lease, open and close doors, switch to use, parking, transfer to another user.

2.19. **Long-term rental (Subscription) Service** - providing the User with a long-term rental (for a period of 1 to 48 months) of a vehicle without a crew on the basis of a Long-term Rental (Subscription) Service Agreement (<https://citydrive.ru/msk/longtermrental/>). As part of the Long Lease (Subscription) Service, the User uses the Citydrive Mobile application to open the Car doors at the beginning of the lease.

2.20. **Carsharing Service** – providing a User with a short-term rental (for a period of no more than 7 days) of a vehicle without a crew on the basis of a Carsharing Service Agreement. The Carsharing service is provided only through the User's use of the functionality of the Citydrive Mobile Application.

2.21. **Car Rental Service** – provision of a vehicle for rent (rental) to the User without a crew on the basis of a Car Rental Service Agreement (<https://citydrive.ru/prokat>).

2.22. **Company Services** – services/goods that the Company sells to the User through the Service on the basis of separately concluded agreements with the User, including the Carsharing Service, the Long-term Rental (Subscription) Service, and the Car Rental Service.

3. REGISTRATION AND AUTHORIZATION OF THE USER IN THE SERVICE

3.1. In order to gain access to the Service or to some individual functions of the Service, the User must complete the Registration procedure, after which an Account will be created for the User.

3.2. Registration in the Service is carried out in one of the following ways:

3.2.1. by entering the User's mobile phone number on the Website in the appropriate field when booking a Car using the Website's functionality within the framework of the Long Lease (Subscription) Service (if technically possible) or the Car Rental Service, to which a specially generated one-time confirmation code is sent to the User.

Next, the User who has entered a one-time confirmation code and who wants to access the Service undertakes to:

- specify your first and last name;
- specify your email address, which will be used by the Company for interaction and information;
- unconditionally accept the terms of the Agreement and join it electronically by putting a «checkbox» in front of the appropriate field or by performing other actions that clearly express the User's desire and intentions to accept the terms of the Agreement and join it.

3.2.2. by entering the User's mobile phone number in the appropriate field of the Mobile Application, to which the User is sent a specially generated one-time confirmation code.

Next, the User who entered the one-time confirmation code and who wants to access the Service undertakes to:

- specify your email address, which will be used by the Company for interaction and information;
- unconditionally accept the terms of the Agreement and the Contract for the Carsharing Service and join it in electronic form by putting a «checkbox» in front of the appropriate field or by performing other actions that clearly express the User's desire and intentions to accept the terms of the Agreement and join it.

3.2.3. Through the use of the Sber ID services, if such functionality is available in the Mobile Application.

3.3. All photo images sent by the User via the Mobile Application must be clear. The list of documents and photos specified in the Agreement may not match the list requested by the Mobile Application. The current list of documents is contained in the Mobile Application.

3.4. The User who has registered in the Service in the manner provided for in clause 3.1. of the Agreement, upon subsequent installation of the Mobile Application, must provide the information specified in clause 3.2.2. of the Agreement.

3.5. The use of a separate Software functionality through a Mobile Application is available to the User after Registration is completed.

3.6. When launching the Mobile Application via a web browser, the User agrees that the following functionality is not available to him: Ordering a car; the possibility of self-refueling the Car with Fuel and / or washing liquid.

3.7. A User who has registered in the Service must complete the identification (Authorization) procedure in the Service in order to gain access to the Service.

3.8. User authorization is performed using one of the following methods:

3.8.1. The User enters the User's mobile phone number linked to the Account on the Website in the appropriate field when booking a Car using the Website's functionality within the framework of the Long Lease (Subscription) Service



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(if technically possible) or the Car Rental Service, to which a specially generated one-time confirmation code is sent to the User.

3.8.2. The User enters the User's mobile phone number linked to the Account in the appropriate field of the Mobile Application, to which a specially generated one-time confirmation code is sent to the User.

3.8.3. Through the use of the Sber ID service, if such functionality is available in the Mobile Application.

3.9. After entering a one-time confirmation code in the appropriate field as part of Authorization, the User is considered authorized in the Service and gets the opportunity to use the functionality of the Service.

4. GRANTING THE RIGHT TO USE THE CITYDRIVE SOFTWARE AND THE WEBSITE

4.1. The Company has the right to use the Citydrive Software, including the right to grant the right to use the Software to other persons, based on a separate agreement concluded with the Software Copyright Holder.

4.2. The Company grants the User the right to use the functionality of the Citydrive Software through a Mobile Application under the terms of a simple (non-exclusive) license in the territory of the Russian Federation in the following ways (hereinafter referred to as the «Sublicense»):

4.2.1. installation (playback) and launch of the Mobile Application on the User's mobile device for the purpose of its use for its intended functional purpose;

4.2.2. using the functionality of the Mobile Application.

4.3. The mobile application is available for installation and launch on mobile devices (mobile phone, smartphone, tablet, etc.) using the iOS/Android operating system, including through a web browser on such devices (progressive web application at: <https://web.citydrive.ru>). The functionality of the application when running through The Web browser may be restricted by the Company in accordance with the Agreement.

4.3.1. ***The functionality of the Mobile Application provided to the User without charge includes:***

- Authorization and registration;
- Display of available Vehicles on the geographical map of the Russian Federation;
- Zoning functionality;
- View Car information (Car card);
- Payment functionality;
- Corporate account;
- Section "Penalties";
- Contactless toll road system;
- Favorite address;
- Delivery of the Car to the address;
- Custom refills and other;
- Provision of documents required to conclude a Contract for the Carsharing Service, including a User's selfie.
- Conclusion of a Contract for the Carsharing Service.

4.3.2. ***The functionality of the Mobile Application provided to the User with the collection of a Service Fee includes:***

- Car Rental Management functionality.

4.3.3. A detailed description of the functional characteristics of the Mobile Application, as well as a User's guide indicating the technical requirements for Mobile devices, is posted on the Website.

4.4. Methods of using the Software that are not specified in the Agreement are considered not provided to the User.

4.5. The sublicense is considered granted to the User from the moment of Registration for the duration of the Agreement.

4.6. The procedure for payment of the Service Fee by the User:

4.6.1. The Service fee is charged to the User for using the Car Rental Management functionality via the Mobile Application.

4.6.2. The amount of the Service Fee is determined when providing the Carsharing Service to the User, depending on the cost of the rental fee for the Trip at the Per-Minute tariff and the Fixed tariff, the cost of the permanent part of the Package Tariff for the Trip or the cost of purchasing a Subscription and until the User applies any discounts stipulated in the terms of the Carsharing Service Agreement, points or bonuses that affect the total cost of renting a Car or purchasing a Subscription.

4.6.3. The amount of the Service Fee is calculated as follows:

Service fee amount	at the cost of rent/Subscription service
1 (one) ruble	from 1 (one) to 50 (fifty) rubles



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25 (twenty-five) rubles	from 50.01 (fifty and 01/100) rubles to 250 (two hundred and fifty) rubles
125 (one hundred and twenty-five) rubles	from 250.01 (two hundred and fifty and 01/100) rubles to 499.99 (four hundred and ninety-nine and 99/100) rubles
250 (two hundred and fifty) rubles	from 500 (five hundred) rubles

The VAT service fee is not levied in accordance with subclause 26, clause 2, Article 149 of the Tax Code of the Russian Federation.

4.6.4. The service fee is charged once per Trip when providing a Car on the terms of a Per-Minute tariff, the «Fix» tariff, or at the time of purchase of a Subscription or a permanent part of the Package Tariff.

4.6.5. The Company has the right to provide the User with a discount on rent in the amount equal to or less than the amount of the Service Fee.

4.7. The Company grants the User the right to use the Car Rental Service through the functionality of the Website.

4.7.1. The functionality of the Website provided to the User as part of the Car Rental Service includes:

- Display on the Site page: <https://citydrive.ru/prokat/mskavailable> for rent;
- View information about the Car (Car card), including the available Car rental conditions;
- Leaving a request to contact the manager;
- The functionality of booking a car on affordable rental terms;
- Authorization and registration.
- Verification by the Company of information contained in electronic copies of documents provided to Users using the Website functionality <https://citydrive.ru/prokat>.

4.8. The Company grants the User the right to use the «Long Lease (Subscription)» Service through the functionality of the Website.

4.8.1. The functionality of the Website provided to the User as part of the Long-term Rental (Subscription) Service includes:

- Display on the Site page: <https://citydrive.ru/msk/longtermrental/> Cars available for rent;
- View information about the Car (Car card), including the available Car rental conditions;
- Leaving a request to contact the manager.

4.9. The User has the right to conclude a Contract for the Car Rental Service by signing it using an analog of a handwritten signature (TSA) in accordance with the procedure and on the terms defined in the Agreement on the use of the TSA, and also has the right to sign other documents using the TSA that are executed as part of the Contract for the Car Rental Service.

4.10. The User has the right to conclude a Contract for the «Long Lease (Subscription)» Service in the manner provided for in clause 4.9. of the Agreement, if technically possible.

4.11. By accepting the terms of this Agreement, the User confirms that he is fully familiar with the terms of the Agreement on the use of the TSA. When starting to use the TSA, the User is considered to have accepted the Agreement on the use of the TSA in full without any exceptions.

5. PROCESSING OF PERSONAL DATA

5.1. The operator of the User's personal data is the Company.

5.2. The Operator has the right to process the following types of personal data of the User:

- 5.2.1. Last name, first name, patronymic;
- 5.2.2. User ID;
- 5.2.3. User's Photo Image;
- 5.2.4. Electronic copies of documents provided by the User using the functionality of the Mobile Application;
- 5.2.5. Information contained in electronic copies of documents provided by the User using the functionality of the Mobile Application:
 - Details of the identity document;
 - Gender;
 - Citizenship;
 - Date and place of birth;
 - Address;
 - Driver's license details;

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- Information contained in the driver's license;
- Information about the legality of staying in the territory of the Russian Federation (for foreign citizens).
- 5.2.6. Information about age and driving experience;
- 5.2.7. Contact information (mobile phone number, e-mail address);
- 5.2.8. The Sber ID;
- 5.2.9. Information about User registration in the Mobile Application;
- 5.2.10. Information about the User's use of the Mobile Application functionality;
- 5.2.11. Information about the User's mobile device;
- 5.2.12. Geolocation data;
- 5.2.13. Data on the User's exact location and movement parameters received from the GPS device;
- 5.2.14. Data on the approximate location of the User, determined by the active cell of the telecom operator, whose SIM card is currently being used in the User's mobile device;
- 5.2.15. Cookies;
- 5.2.16. Information about User actions on the Website;
- 5.2.17. Information about the conclusion of a Contract for the Carsharing service using the functionality of the Mobile Application;
- 5.2.18. Information about payment instruments and payments provided for in the User Agreement;
- 5.2.19. Audio recording of the voice (if the User contacts the support service by phone);
- 5.2.20. Information about contacting the operator and reviewing requests, including information contained in additional documents provided by the User when contacting;
- 5.2.21. Information about participation in incentive events;
- 5.2.22. Information about the User's interests.
- 5.3. The Operator has the right to process the User's personal data for the following purposes:
 - 5.3.1. Preparation, conclusion, and execution of the User Agreement;
 - 5.3.2. Preparation and conclusion of a Contract for the Carsharing service;
 - 5.3.3. Ensuring the functioning of the Mobile Application and Website; quality assessment and improvement of the Mobile Application and Website;
 - 5.3.4. Implementation and fulfillment of the functions, powers and duties assigned to the operator by the legislation of the Russian Federation;
 - 5.3.5. Exercising the rights and legitimate interests of the operator or third parties, including ensuring the safety of the operator's property and the repayment of overdue debts owed by the User to the operator;
 - 5.3.6. Maintaining statistics and conducting research, including market research;
 - 5.3.7. Consideration of appeals, preparation and sending of responses;
 - 5.3.8. Evaluation of the quality of the support service;
 - 5.3.9. Promotion of the operator's services in the market and personalization of offers.
- 5.4. The Operator has the right to process the User's personal data both with and without the use of automation tools and has the right to perform the following actions (operations), sets of actions (operations) with personal data: collection, fixation, assignment, recording, systematization, accumulation, storage, clarification, extraction, use, transfer (without dissemination), depersonalization, blocking, deletion, destruction of personal data.
- 5.5. The Operator has the right to transfer personal data to the following third parties for the purposes specified in clause 5.3 of the User Agreement:
 - 5.5.1. SD DEVELOPMENT LLC (address: 127055 Moscow, Lesnaya str., 43, room I, room 42 (office 222);
 - 5.5.2. Naumen Consulting LLC (address: 109147 Moscow, Vorontsovskaya str., 35B k 3 office 518);
 - 5.5.3. SBERBANK PJSC (address: 19 Vavilova St., Moscow, 117312);
 - 5.5.4. Audio Connect LLC (address: 603003, Nizhny Novgorod region, Nizhny Novgorod, 63 Svobody St., room 1, office 310);
 - 5.5.5. Onekta LLC (address: 17 Tkatskaya str., Moscow, 105318 2);
 - 5.5.6. Atlant LLC (address: 195220, Saint Petersburg, Nepokorenykh ave., 49, letter A, room 33N, office 802);
 - 5.5.7. Intellectual Communications LLC (address: 199034, St. Petersburg, line 6-ya.o., 1/25, letter A, room. 13H, office 24);
 - 5.5.8. MIKSBS LLC (address: 410040, Saratov region, Saratov, 12 Vishnevy ave., sq. 14);
 - 5.5.9. Cloudpayments LLC (address: 115162 Moscow, Shukhov str., 14, building 11, floor 3, room 67);
 - 5.5.10. Retail Rocket LLC (address: 74A Leningradsky Ave., room VIII, Moscow, 125315 17);
 - 5.5.11. Kabutek LLC (address: 197110 St. Petersburg, Bolshaya Raznochinnaya str., 14 lit. And pom. No. 506 A);
 - 5.5.12. Smartnat LLC (address: 49 Tatishcheva str., office 402, Sverdlovsk region, Yekaterinburg, 620109);

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5.5.13. LLC «Sms-center» 123112 Moscow Presnenskaya nab. 6 p.2 room 5301;

5.5.14. Si3vision Energy LLC (address: 115088 Moscow, 3rd Ugreshsky passage, 8, building 9, room 4, office 1).

5.6. The third parties specified in clause 5.5. of the User Agreement have the right to perform the following actions (operations) with personal data, sets of actions (operations), both with and without the use of automation tools: collection, fixation, assignment, recording, systematization, accumulation, storage, clarification, extraction, use, transfer, depersonalization, blocking, deletion, destruction of personal data.

5.7. By joining the User Agreement, the User hereby agrees to the operator to send messages, including marketing messages, to the phone number (push messages, SMS messages) and to the User's email address.

5.8. The Operator stores the User's personal data in a form that allows identifying the subject of personal data for 4 (four) years. years after the expiration of this User Agreement.

6. ANTI-CORRUPTION CLAUSE

6.1. Upon conclusion, execution, modification and termination of this Agreement, the Parties assume the following obligations:

6.1.1. The User, the Company, and the Company's employees do not offer, promise, require, authorize, provide, provide any money, securities, or other property, provide property-related services, perform work, or grant any property rights, directly or indirectly, personally or through intermediaries to influence the actions (inaction) and/or decisions of these and/or other persons in order to obtain any benefits (advantages) or to achieve other goals.

6.1.2. The User, the Company, and the Company's employees do not perform actions (inaction) qualified by applicable law as giving/receiving bribes, commercial bribery, mediation in bribery/commercial bribery, abuse of authority, illegal remuneration on behalf of a legal entity, as well as other actions (inaction) that violate the requirements of applicable law and applicable international standards. anti-corruption rights.

6.1.3. The Parties (i) notify each other of the circumstances that have become known to them, which are or may be the basis for a conflict of interests; (ii) refrain from committing actions (omissions) that entail or threaten to create a conflict of interests; (iii) provide other assistance to each other in order to identify, prevention and prevention of corruption offenses and conflicts of interest within and in connection with the relations of the parties under this Agreement.

6.2. The provisions of clause 6.1. of the Agreement apply to relations that arose before its conclusion, but related to the conclusion of the Agreement.

6.3. If the parties to the Agreement have information about an actual or possible violation by the other party of any provisions of clauses 6.1.1.-6.1.3. of the Agreement (hereinafter referred to as a Corruption Violation), such party undertakes to immediately notify the other party in writing. Such notification must contain an indication of the details of the Agreement, a description of the actual circumstances related to the Violation of the corruption orientation, which served as the basis for sending the notification. The notification must be accompanied by supporting documents and/or materials⁴. The party that received the notification ensures its confidential consideration, and also sends a reasoned response to the other party within 30 (thirty) calendar days from the date of receipt of the notification. If the party that received the notification does not agree with the circumstances related to the Corruption Violation provided in the notification, which served as the basis for sending the notification and/or supporting documents and/or materials, it must provide objections in its response to the information sent about the Corruption Violation.

6.4. In cases of (i) receipt by a party from the other party of a response confirming a Corruption Violation, or (ii) absence of objections in the response received by the party from the other party to the information sent about the Corruption Violation, the party has the right to terminate the Agreement unilaterally out of court by sending a written notice of termination. The Agreement is deemed terminated upon the expiration of 10 (ten) calendar days from the date of receipt by the other party of the relevant written notice of termination of the Agreement. The Party on whose initiative the Agreement was terminated, in accordance with the provisions of this paragraph, has the right to demand compensation for real damage resulting from such termination of the Agreement.

7. OTHER CONDITIONS

7.1. The Service is provided on an «as is» basis. The Company does not provide any guarantees regarding the error-free and uninterrupted operation of the Website, Software and/ or Mobile Application or their individual functions, the compliance of the Service with specific goals and expectations of the User, and also does not provide any other guarantees not explicitly specified in the Agreement.

⁴ These include statements from participants and eyewitnesses of the events, written documents, correspondence via e-mail, sms and instant messengers, audio and video recordings, etc.

“New Transport Systems” Limited Liability Company

121087, Moscow, int. ter. city municipal district Filevsky Park, 5A Beregovoy Ave, bld. 5A, k.1, premises. 1/13,

email: we@citydrive.ru

Taxpayer Identification Number 7704314221

Tax Registration Reason Code 773001001

Primary State Registration Number 1157746368999

7.2. The Company is not responsible for any direct or indirect consequences of any use or inability to use the Site, Software and/ or Mobile Application and/or losses caused to the User and/ or third parties as a result of any use, non-use or inability to use the Site, Software and/ or Mobile Application or their individual functions, including due to possible errors or failures in their operation, except in cases expressly provided for by the legislation of the Russian Federation.

7.3. The Sublicense provided applies to all subsequent updates/new versions of the Mobile Application. By agreeing to install the update/new version of the Mobile Application, the User accepts the terms of the Agreement for the corresponding updates/new versions of the Mobile Application, unless the update/installation of the new version of the Mobile Application is accompanied by another agreement.

7.4. The use of the Service is possible only if you have access to the Internet. The user independently receives and pays for such access on the terms and at the rates of their telecom operator or Internet access provider.

7.5. The User does not have the right to change and/or delete the name of the Mobile Application, the copyright mark or other references to the Company and/or the Software Copyright Holder. The User has no right to make changes to the Website, Software and/or Mobile Application, decompile, disassemble, reverse engineer, distribute the Website, Software and/ or Mobile Application or its individual elements, as well as provide access to it to third parties, including using a personal Account.

7.6. All components of the Website, Software, and Mobile Application, including a) design elements, text, graphics; b) scripts, programs, databases, and other objects that make up the Website, Software, and Mobile Application, are the objects of the exclusive rights of the Company and the Software Copyright Holder, respectively.

7.7. The User confirms that he has been warned and agrees that the Company has the right to make any changes to the structure and algorithms of the Service, suspend the operation of the Service or the functionality of the functions, modify or terminate the functions of the Service without prior warning to the User and without the latter's consent to this.

7.8. All questions related to the use/inability to use the Service are sent to the following email address: we@citydrive.ru or by phone: +7 (495) 223-06-90 (Moscow), +7 (812) 313-69-20 (Saint Petersburg) and +7 (862) 291-51-14 (Sochi), + 7 (343)-221-76-48 (The city of Yekaterinburg), + 7 (831) 200-15- 74 (Nizhny Novgorod).

7.9. By using the Service, the User agrees to receive informational messages, including authorization codes, which can be sent by the Company via SMS messages to which the User's phone number is linked.

7.10. The Agreement and all relations related to the use of the Software and the Mobile Application are governed by the laws of the Russian Federation.

7.11. The Company has the right to change the Agreement without prior notification to the User. The new version of the Agreement comes into force from the moment it is posted in the Mobile Application./The website.

7.12. The Agreement is concluded for a period of one year and is automatically extended for each subsequent year. The number of extensions is unlimited.

General manager

NTS LLC

Mingazhev E.R.

