

TERMS AND CONDITIONS

OF THE APPROVED TRANSPORTATIONAL VEHICLE RENT BETWEEN «FORA» LLC AND THE TENANT

By signing the Rent agreement the Lessee, fully accepts the conditions stipulated by these Rules

1. GENERAL CONDITIONS

- 1.1. “Fora” limited liability company (hereinafter also “**Company**” or “**Lessor**”) rents out the transportational vehicle to the temporary possession and use of the tenant (hereinafter also “**Tenant**”) for a fee without providing him with management and technical maintenance services (hereinafter also «**Property**») in accordance with the terms and conditions established by the provisions of these Rules (hereinafter also “**Rules**”) and the Rent agreement concluded between the Lessor and the Lessee (hereinafter also “**Agreement**”).
- 1.2. Issues not provided for by these Rules are regulated in accordance with the procedure established by the Agreement and the legislation of the Republic of Armenia.
These Rules are a document considered an integral part of the Agreement. In the event of a conflict between these Rules and the provisions of the Agreement, these Rules prevail.

2. BOOKING

- 2.1. When booking the Property, a clear indication must be made in advance in the document provided by the Lessor about the model of the Property, the date of its exploitation, information about the commencement and termination date of the rent (hereinafter also “**Rent terms**”).
- 2.2. If necessary, the accessories (for example, a child seat) that the Lessee wants the Rented car to be equipped with should also be noted.

3. AGREEMENT

- 3.1. An Agreement is concluded between the Lessor and the Lessee when making booking by the Lessee and reaching an agreement with the Lessor on the terms of the Rent.
- 3.2. The Agreement is concluded in writing for a certain period.
- 3.3. The rules on the renewal of the rent agreement for an indefinite period provided in the Civil Code of the Republic of Armenia (hereinafter also “**Code**”) do not apply to the Agreement.
- 3.4. The Property is provided to the Lessee for the period and on the terms specified in these Rules and the Agreement.
- 3.5. In case of extension of the Rent term or change of the Rent terms, the parties conclude a new rent agreement.

4. RENTAL PAYMENTS

- 4.1. The Lessee is obliged to pay for the rent of the Property in accordance with the rates, calculations and procedures specified in Agreement and/or in other documents considered an integral part of the Agreement.
- 4.2. The Company has to make a clear price note for the Rent of Property or in any way determine the amount set by the relevant price list of the Property, and/or the procedure for its calculation in the Agreement and/or other documents considered an integral part of the Agreement
- 4.3. The price of the Agreement is calculated based on the following payments:
 - 4.3.1. Basic fee;
 - 4.3.2. Insurance/compensation fee;
 - 4.3.3. Additional fee (fee paid for the accessories).

- 4.4. All payments are made in AMD and in a non-cash way by transfer to the bank account specified by the Lessor.
- 4.5. According to the Agreement, in order to ensure the comprehensive performance of its obligations the Lessee pays the lessor an insurance amount specified in the Agreement. The insurance amount is returned to the Lessee in case of proper fulfillment of all obligations established by the Agreement by the latter.

5. PLACE AND TERM OF RECEIPT AND RETURN OF THE RENTED CAR

- 5.1. The Lessor provides the Property to the Lessee for temporary possession and use immediately after the conclusion of the Agreement and the payment by the Lessee of the entire amount of the Agreement or within the period stipulated in the Agreement between the parties. The Property is provided by the Lessor to the Lessee at the location address of the Company.
- 5.2. By agreement of the parties, the place of receipt of the Property by the Lessee may be an address other than the location address of the Company.
- 5.3. The Lessee undertakes to return the Property at the Lessor's location address.
- 5.4. If the Lessee provides the Property at an address other than the return address provided for in the Agreement without the Lessor's consent, then the Lessee is responsible for reimbursing the amount equivalent to the actual costs and losses incurred by the Company, which are necessary for the transfer of Property to the address specified in the Agreement.
- 5.5. The time of receipt of the Property from the Lessor is clearly indicated in the Agreement or any document considered an integral part of the Agreement.
- 5.6. The term of the Agreement is calculated based on the day and time of the receipt of the Property. The lessee is obliged to return the property at the expiration of the term stipulated in the Agreement, with observance of hourly accuracy. The return of the Property by the Lessee later than 30 or more minutes of the deadline specified in the Agreement is basis for the Lessor to charge the Lessee with a fee for one day/1 day fee unless a shorter period is specified in the Agreement.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Rights of the Lessor:

- 6.1.1. The Lessor has the right to require the Lessee and at the same time to establish control upon the usage of the Property in accordance with the terms and purpose of the Agreement and these Rules;
- 6.1.2. The Lessor has the right to demand from the Lessee an early termination of the Agreement and compensation for the caused damage if the Lessee uses the Property in the manner contradicting with the terms and purpose of the Agreement and these Rules;
- 6.1.3. In case of damage, theft of the Property or theft of its parts, the Lessor has the right to proportionally make retentions from the insurance amount, as well as charge the entire insurance amount. If the insurance amount does not compensate for the damage caused to the Lessor due to violation of the terms of the Agreement and these Rules, then the Lessee is obliged to compensate it in the insufficient amount;
- 6.1.4. If the Lessee returns the Property later than 30 or more minutes of the deadline specified in the Agreement, the Lessor has the right to charge the latter a fee for one day/1 day fee;
- 6.1.5. If the Lessee does not return the Property in a fully fueled state, then the Lessor has the right to charge the Lessee 1000 AMD for each liter of fuel. The Lessee may also pay

- in advance the cost of fuel for the entire capacity of the rented Property at market prices and return the Property without the fuel. At the same time, in the case the Property is returned with fuel in it, a refund to the Lessee of the price of the fuel or set off between parties will not take place;
- 6.1.6. If after termination of Agreement the Lessee has not returned the Property or returned it by violation the deadline, the Lessor has the right to demand the rent for the entire period of delay;
 - 6.1.7. The Lessor has the right to consider the Property stolen and/or stolen in any way according to the interpretation of the RA legislation and apply to the law enforcement agencies, if the Property is stored by the Lessee for more than 24 hours without prior notice.

6.2. Obligations of the Lessor:

- 6.2.1. The Lessor undertakes to hand over the Property to the Lessee in technically perfect condition, in such condition as the Lessor has handed to the Lessee.
- 6.2.2. The Lessor undertakes to carry out repair work (including day-to-day and general repairs) and regular maintenance at its own expense, if they are not caused by the fault of the Lessee or if they did not arise during/as a result of non-conscientious actions of the Lessee in relation to the Property.

6.3. Rights of the Lessee:

- 6.3.1. The Lessee has the right to drive only in the territory specified in the Agreement;
- 6.3.2. The Lessee has the right to transfer its rights and obligations to third parties only with the written consent of the Lessor, which may be provided for by the Agreement or a document considered an integral part of the Agreement.

6.4. The Lessee undertakes:

- 6.4.1. Return the Property to the Lessor in the term specified in the Agreement, in a clean condition, fully charged, as well as in full configuration and proper technical condition in accordance with the act of receipt-handover (if there is an indication of the receipt-handover act in the Agreement) drawn up on the day of rental, taking into account natural wear and tear;
- 6.4.2. Read the instructions for the use of a Rented car developed by the manufacturer of the Property before exploiting the Property;
- 6.4.3. To not use the Property as a tugboat for other vehicles;
- 6.4.4. To not use the Property in racing, training, for driving on impassable roads, cargo transportation, as well as for other purposes that contradict the legislation of the RA, if the Agreement does not provide for a clear purpose of renting the Property;
- 6.4.5. Ensure the complete harmless condition in the term of the Agreement;
- 6.4.6. At the request of the Lessor, provide the Property in a timely manner for maintenance and passing the state technical inspection;
- 6.4.7. Pay at his own expense for the parking spots of the Property, all fines and other penalties applied during the rent of the car. In the event of payment of these amounts by the Lessee, the Lessor undertakes an obligation to compensate the latter the full amount;
- 6.4.8. At the request of the Lessor, present documents confirming his driver's license;
- 6.4.9. At the corresponding request of the Company, in addition to the driver's license, provide copies of other documents to verify the identity of the Lessee;

- 6.4.10. In case of early termination of the Agreement, return the Property to the Lessor within 2 hours;
- 6.4.11. Compensate the damage caused by theft, damage or destruction of the Property or its individual parts, if such compensation is not reimbursed by the insurance company, regardless of whose fault the damage was caused by;
- 6.4.12. Not to sublease, as well as not to enter into transportation agreements with third parties, unless otherwise provided by the Agreement between the parties;
- 6.4.13. Not to drive the Property while under the influence of alcohol, or other narcotic drugs, as well as in an unhealthy/unwell state or in the state of exhaustion;
- 6.4.14. Not to destroy or repair the Property, not to install new equipment, as well as not to make any changes to the structure without the Lessor's consent. If the Lessee destroys, repairs or installs new equipment in the Property without the Lessor's consent, then the Lessor can claim damages in the amount specified by him, if he finds that as a result of the above actions of the Lessee, the Property is no longer subject to rent and/or the expiration date of the use of the Property has been reduced for a certain period and/or the amount of rent offered for leasing the Property to third parties has significantly decreased;
- 6.4.15. Not to leave the Property, by leaving there the key to start the engine, the registration documents and the insurance card of the car;
- 6.4.16. Not to transfer its rights and obligations to drive the Property to third parties, unless otherwise specified in the Agreement.

7. EARLY TERMINATION OF THE AGREEMENT

- 7.1. In case of termination of the Agreement with mutual consent;
 - 7.1.1. The amount paid by the Lessee is not reimbursed by the Lessor if the term of the Agreement does not exceed 14 days.
 - 7.1.2. In the case of an Agreement concluded for 14 days or more, the Lessor compensates only the sum of exceeding days starting from the 15th day.
 - 7.1.3. In case of absence of violations provided for in paragraph 6.4 of these Rules by the Lessee during this period the Lessor returns the insurance amount to the Lessee in full amount.
- 7.2. If, during the use and possession of the property, the Lessee has violated at least one of the conditions stipulated in the Agreement or these Rules, then the Company may terminate the Agreement without notice or warning and immediately require the Lessee to return the Property.
- 7.3. In case of termination of the Agreement by the Lessor in accordance with paragraph 7.2 of the Rules, the Lessor does not refund to the Lessee the fee already paid by the Lessee for the following days of the Agreement.
- 7.4. In case of termination of the Agreement by the Lessor in accordance with paragraph 7.2 of the Rules, the insurance amount is not refunded to the Lessee.
- 7.5. If the insurance amount does not compensate for the damage caused to the Lessor as a result of violation of the terms of the Agreement, then the Lessee is obliged to compensate the amount insufficient part of the compensation for the damage.

8. INABILITY TO FULFILL OBLIGATIONS DUE TO AN IRRESISTIBLE FORCE (FORCE MAJEURE)

- 8.1. For full or partial non-fulfillment of obligations stipulated by the Agreement or these Rules, the parties are released from liability if it was a result of force majeure, which arose after the signing of the Agreement and which the parties could not foresee or prevent. Such situations include

earthquake, flood, war, declaration of martial law and state of emergency, political unrest, pandemic, strikes, termination of means of communication, act of state bodies, etc., which make the fulfillment the obligations established by the Agreement and these Rules impossible. If the impact of force majeure continues for more than 1/3 of the term established by the Agreement, then each of the parties has the right to terminate the Agreement by notifying the other party about it 1 day in advance.

9. THE RESPONSIBILITY OF THE PARTIES

- 9.1. The Lessee is responsible for the damage caused to third parties by the Property, its mechanisms, devices, in accordance with the procedure established by the legislation of the RA.
- 9.2. The Party which has not fulfilled its obligations provided for under Agreement at all or in proper manner is obliged to compensate the other Party for the damage caused in this way.

10. GENERAL CONDITIONS OF INSURANCE

10.1. Third party insurance (CMTPL)

- 10.1.1. Property insurance includes compensation for damage caused to a Third Party in the maximum amount of 1,800,000 AMD for material damage. In case of personal damage, the maximum amount of compensation is 10,000,000 AMD. In case of damage to the Property, the damage assessment will be carried out according to the damage assessment booklet.

10.2. Full insurance package

- 10.2.1. In case of damage or theft, the Full insurance package releases the Lessee from liability for compensation for damage to damaged or stolen Property.

- 10.3. In case of theft and/or any loss of the Property, the Lessee is obliged to:

- (a) immediately notify the law enforcement agencies, the insurance company and the Lessor after being informed about the theft;
- (b) Provide the insurance company with a certificate of registration of the Property, All documents on the right to drive the Property, originals of all keys of the Property received from the Lessor, a reference received from the RA Police, which will indicate the date and time of the Lessee's application in connection with theft or loss of the Property.

- 10.4. In case of damage to the Property as a result of a traffic accident (hereinafter also referred to as "TA"), the assessment of the damage caused is carried out by the insurance company.

- 10.5. In case of damage to the Property as a result of a TA, its repairs are carried out by the insurance company.

- 10.6. In case of damage to the Property as a result of a TA the Lessee is obliged to:

- 10.6.1. Immediately call the insurance company from the scene and report the incident without moving the car;

- 10.6.2. Register the license plate of the Property involved in the accident;

- 10.6.3. Ask the names and addresses of other people and witnesses involved in the accident;

- 10.6.4. Make a sketch of what happened in the accident and, if possible, take a photo;

- 10.6.5. Notify the RA police or other relevant authorized bodies and receive a report on the incident;

- 10.6.6. Not to admit any responsibility, guilt or not to sign any document with such result.

- 10.7. The insurance is not valid and the Lessee undertakes to fully compensate for the damage caused to the Lessor in the following cases:

- 10.7.1. At the time of the accident, the Lessee or the second driver was under the influence of alcohol, drugs or other narcotic drugs;

- 10.7.2. The accident occurred as a result of violation of the rules of safety and fire protection (storage and transportation of fire-hazardous materials);

- 10.7.3. Property driving is carried out by persons not authorized by the Lessor and persons and/or in the place not specified in the Agreement;
- 10.7.4. The property was used for driving in impassable places or training or for other purposes not provided for in the Agreement;
- 10.7.5. If the interior, suspension and engine are damaged (excluding damages caused by TA)
- 10.7.6. In the existence of events that are not insured in accordance with the insurance rules, in particular, the failure to provide the documents required by the insurance rules, or the provision of incorrectly executed documents, escape from the scene of the TA or avoidance of passing an intoxication test, providing inaccurate information about the existence of the insured event;
- 10.7.7. Additional equipment of the Property specified in the receipt-handover act is not insured. The Lessee bears full material responsibility in case of absence of additional equipment, damage or other reprimand regarding the latter,
- 10.7.8. If the Lessee causes damage to the Property, the latter fully compensates for the damage.

11. DISPUTE RESOLUTION PROCEDURE

11.1. Any dispute arising from the Agreement or these Rules or related to them, including the existence, validity and termination of the Agreement and/or arbitration provision must be investigated and finally determined by the permanent Arbitration court of Optimus Lex LLC (“Arbitration Court”). The case will be heard in the Arbitration Court in accordance with the RA Law on Commercial Arbitration. The Lessee hereby certifies that he is aware of the procedure for hearing the cases in the Arbitration Court. The Rules of the Arbitration Court are available on the official website www.optimuslex.am of the Optimus Lex LLC. The Lessee certifies that the Arbitral Tribunal is formed in accordance with the Rules of the Arbitral Tribunal. Disputes are examined on the basis of written materials without oral consideration, except for the cases provided for by the regulation of the Arbitration Court. The language of the arbitration is Armenian, the place of arbitration is RA, Yerevan.

12. NOTICES

- 12.1. Any notice provided in accordance with the Agreement and these Rules must be in writing and signed by a person authorized to act on behalf of the sending party. Such notice may be delivered by hand, sent by registered mail, or transmitted by e-mail.
- 12.2. The notice will be considered received
 - (a) on the actual date and time of delivery, when delivered by hand or sent by registered mail;
 - (b) on the date and time of sending, confirmed by the transfer report printed on the electronic device when sent by e-mail, provided that if the transfer by e-mail is carried out outside normal working hours, the notice will be considered received at 10:00 on the next business day.
- 12.3. One party to the Agreement is obliged to notify the other party of both its e-mail address and address change specified in this Agreement and of the new address in accordance with the procedure established by this paragraph or in written (paper) form. Otherwise, sending the relevant message and notice to the corresponding address specified in the Agreement will be considered a proper notification.