

SPECIAL TERMS AND CONDITIONS OF OPERATING LEASING FOR ELECTRIC VEHICLES

1. General Provisions

These Special Terms and Conditions of Operating Leasing for Electric Vehicles (hereinafter „Special Terms and Conditions for EV“) stipulate specific issues of the operating leasing business in which Ayvens Croatia d.o.o. (hereinafter „Ayvens“) is the lessor also when the object of the leasing contract is an electric vehicle, with which the use of the „EVCP Card“ service is additionally contracted.

These Special Terms and Conditions for EV also apply when the object of the contract on operating leasing is EV, with which the use of the „EVCP Card“ service is additionally contracted.

These Special Terms and Conditions for EV apply together with the applicable Ayvens General Terms and Conditions of Contract on Operating Leasing.

For all the issues that have not been specifically stipulated by these Special Terms and Conditions for EV, the applicable Ayvens General Terms and Conditions of Contract on Operating Leasing shall apply.

2. Definitions

Unless it is explicitly stipulated differently by these Special Terms and Conditions for EV, for the purpose of implementation of these Special Terms and Conditions for EV, the following terms have the following defined meanings:

„**Electric vehicle**“ or „**EV**“ is a vehicle which is fully or partially powered by electricity;

„**Electric vehicles charging point**“ or „**EVCP**“ is a place of access for EV for the purpose of charging the battery;

„**EVCP Network**“ is the total quantity of particular EVCPs to which access is enabled to the Lessee for the purpose of charging the EV battery;

„**Card for access to electric vehicles charging point**“ or „**EVCP Card**“ is a radio-frequency identification (RFID) card enabling identified access to EVCP for EV and charging of the battery;

„**Session**“ is a temporary short-term information exchange between EV and the EVCP Card and EVCP during which taking over of electricity for EV is carried out by use of the EVCP Card;

„**Fleet Management Portal (FMP)**“ is a cloud application solution available to Ayvens and the Lessee which enables immediate checking of all the elements of the business relationship arisen due to the use of EVCP;

3. EVCP Card

Ayvens will hand over the EVCP Card to the Lessee in a demonstrable way.

The EVCP Card enables its user to access any EVCP within the EVCP Network and identify himself as an authorized user for the purpose of charging the EV battery. The information about the EVCP Network and particular EVCPs within the Network, organized independently of Ayvens, is available on the Ayvens website at any time.

The Lessee is fully and independently responsible for every cost caused by the use of the EVCP Card from the moment of its demonstrable handing over until the moment of its return to Ayvens or its putting out of commission. The risk of the abuse of the EVCP Card shall be borne by the Lessee until the moment at which he has notified Ayvens in a demonstrable way about the loss of the legal control of the EVCP Card, increased by 1 (one) hour within the working hours from 09:00 to 17:00 hours as the reasonably expected time necessary for Ayvens to undertake what is necessary in the information system for the purpose of preventing a possible illegal use of the card.

The Lessee undertakes to pay to Ayvens a fee in each case of a loss or preventing further use of a particular EVCP Card as it is defined in the Rules on Fees of the Lessor.

4. EVCP network

The EVCP network within which the EVCP Card is used distinguishes the EVCPs by the content depending on the freedom of access to a particular EVCP, whereby a particular EVCP is defined in FMP as an open access charging point [OPEN] or a designated access charging point only for Ayvens or the Lessee [CLOSED]. Access to a particular charging point shall be determined by Ayvens independently.

5. FMP

The Lessee who contracted EV and the use of the EVCP Card as the object of the contract on operating leasing realizes the right of access to FMP.

Within FMP, a particular EVCP Card represents a separate user account.

Ayvens will assign the credentials for access and use of FMP to the Lessee, which consist of the user name and a password which together enable the authorized access to FMP. For the avoidance of any doubt, the EVCP Card does not grant the right to access FMP automatically by its issuing, and the credentials for access to FMP are separate from the authorized use of the EVCP Card.

Through FMP, the Lessee with the assigned credentials may realize checking of: a) the data about a particular user account, b) the data about past use of a particular EVCP within the FMP IT solutions, c) the link to the data about the description of the very service for the purpose of using the full potential of the service, which may also be available on an internet domain beyond FMP from a contractual partner of Ayvens and d) the contact data for access to a selected Ayvens contractual partner for the purpose of providing support.

Ayvens keeps full discretionary power to entrust providing of support in organization and maintenance of FMP to a contractual partner and to change the contractual partner for providing of support in organization and maintenance of FMP.

Except in the extent explicitly allowed according to the applicable law, or if a different agreement is reached about that in another way, the Lessee is not authorized to: - copy, disclose, modify, reformat, display, distribute, licence, send, sell, run, publish, transfer, connect, reverse engineer or disassemble the content and/or services available on FMP; or to - remove, alter or conceal in any way the content and/or services on FMP, or to use any material collected during the use of FMP in another way, except as it is defined in these Special Terms and Conditions for EV; or to - copy or use the content and/or services for any commercial purpose; or to - remove, conceal or alter any notice on the industrial or intellectual property displayed in the content and/or services on FMP, completely or partially.

The Lessee is authorized to access and use FMP only in the way defined by these Special Terms and Conditions for EV. Especially, Ayvens and other database creators keep every intellectual property and all the other industrial property rights on the FMP database.

The non-exclusive and non-transferable license for use of FMP that is awarded to the Lessee according to these Special Terms and Conditions for FMP is valid only during the period of the contract on operating leasing. The non-exclusive licence for use of FMP grants to the Lessee the right to download, in the sense of a continuous or temporary data transfer, the whole or a part of the content, exclusively for Lessee's personal use, which is subject to strict observing of these Special Terms and Conditions for EV and the terms of using the very FMP and during the period of the contract on operating leasing. The data downloaded in this way may be exported into the ".xls" (with the use of Microsoft Excel®) and/or ".doc" (with the use of Microsoft Word®) and/or ".pdf" (readable with Adobe Acrobat Reader®) file format.

Unless it is stipulated differently, nothing in these Special Terms and Conditions for EV or terms of using the very FMP can be interpreted as giving of any exclusive licence or other basis for transfer to the Lessee of any industrial or intellectual property of Ayvens or third persons as Ayvens's contractual partners. The Lessee is particularly obliged to refrain from sale, delivery, lending or renting of the whole or part of the content of FMP to third persons, approving of user licences in that sense or making the FMP content available in any form and by any legal means without a previous written consent of Ayvens.

Ayvens does not guarantee that FMP will function without an interruption or errors in its functions. Especially, their functionality can be temporarily interrupted due to maintenance, updating or technical improvements. Ayvens also waives any responsibility for all incorrect functioning, inability of access or inadequate possibility of use of FMP due to the inadequate equipment, disturbances connected with the internet provider, an internet network congestion, as well as due to any other reason not connected with us.

Neither Ayvens, nor members of the Ayvens group shall be responsible for any loss of the possibility of use, the loss of the income or data or any indirect, actual or consequential damages or losses, regardless of whether such losses or damages arise from a contract, failure or violation, including also without limitation any previous losses in connection with: - your use of FMP or based on the content and services from FMP or with any other loss of the services or content arising from a delay, non-delivery, failed deliveries or interrupted deliveries of FMP; and - the shortcomings that may exist, the loss of the profit or consequential losses, which arise from your use, or inability of use or access, i.e. suspension of a part or the whole FMP at any time; - a failure on your part or on part of the companies or bodies that you represent in compliance in proceeding with the FMP software installation instructions.

The Lessee confirms that Ayvens exerts reasonable efforts to ensure that FMP does not contain incorrectness, errors, computer viruses or shortcomings; still, Ayvens does not guarantee the same is actually contained due to the nature of the very service.

Ayvens may prevent access to and use of FMP (i) due to repair or maintenance works and (ii) in order to update and/or modify the content and/services on FMP from time to time and (iii) if there is a reasonable basis to conclude that the Lessee or anybody to whom the Lessee revealed the credentials violates or may violate these Special terms and Conditions for EV and the Rules for FMP. Preventing access shall remain in effect until the reason for such proceeding is eliminated, and in any case, the Lessee may not be authorized to any indemnity or financial compensation on any basis or for any reason.

Fee for services. Compensation of costs

The Lessee undertakes to pay to Ayvens a) a fee for EV services management and b) to compensate the cost of the actually used electricity by use of the EVCP Card.

The fee for EV services management is to be paid monthly in the flat contracted amount for a particular EVCP Card, together with and within the leasing fee from the contract on operating leasing.

Compensation for the actually used electricity by use of the EVCP Card shall be paid according to the invoice issued by Ayvens for the period in which a particular cost of using the electricity has arisen. Together with the invoice, Ayvens shall submit the report on particular sessions of using the EVCP Card.

For Ayvens Croatia Ltd.

(name and surname)

(signature)

For the Client

(name and surname)

(signature)