

Appendix 2 to the Lease Agreement

LEASE REGULATIONS

Carolina Fleet Mobility spółka z ograniczoną odpowiedzialnością

General provisions

- These Regulations, hereinafter referred to as the "Regulations", set out the detailed terms and conditions for the lease of the Car. These Regulations apply to all lease agreements, hereinafter referred to as the "Agreement", unless the Agreement provides otherwise.
- The Table of Fees and Commissions constituting **Appendix 1** to the Lease Regulations, hereinafter referred to as the "TFC", is an integral part of the Regulations.
- A legal or natural person may become a Car Lessee if he or she is at least 21 years of age, has a valid identity card and driving licence, or, in the case of a foreigner, a valid passport and has had a valid driving licence recognised in the territory of the Republic of Poland for at least one year. A person entitled to drive the Car must be at least 21 years of age, have a valid identity card and driving licence or, in the case of a foreigner, a valid passport and for at least one year a driving licence that is valid and recognised in the territory of the Republic of Poland. The requirements indicated in this section shall apply for the entire duration of the Agreement.
- The Car may be driven by a person who meets the requirements set out in point 3 of the Regulations being the Lessee.
- The Lessee shall ensure that the provisions of the Agreement, including the Regulations, concerning the obligations of the Lessee and the rules of behaviour in the event of an accident or breakdown of the Car are also observed by persons authorised to drive the Car under pain of the Lessee's liability for potential damage incurred by the Lessor. The Lessee shall also familiarise the person driving the Car with the obligations relating to the rules of operation of the Car in each case.
- The lease period shall start from the date and time specified in the Lease Order and the Car Handover Protocol. The start time is the return time with a tolerance of 59 min. In that case, no further day is charged.
- The Car will be handed over on the basis of a Car Handover Protocol to the Lessee or a person authorised by them in writing.
- In the cases stipulated in the Agreement and/or the Regulations, the Lessee may be charged a contractual penalty or a fee in the amount of the TFC, which does not exclude the Lessor's right to claim additional compensation if the damage suffered exceeds the value of the contractual penalty or fee.

Obligations of the Lessee

- Rules for using the Car

- The Lessor shall not be liable for damage to elements of the Car resulting from the Lessee's failure to comply with the obligations listed below.
- When using the Car, the Lessee or an authorised person is obliged to:
 - carry valid documents required by law during inspections carried out by authorised bodies,
 - secure the Car against theft, above all by locking it every time, switch on all anti-theft devices and not leave documents and keys in the Car and carefully secure them outside the Car,
 - daily self-service of the Car by checking the level of engine oil, coolant, brake fluid, windscreen washer fluid, checking tyre pressure and condition, operation of signal, passing and driving lights. If, as a result of the aforementioned measures, it becomes necessary to use the service, the Lessee is obliged to contact the Lessor (tel: +48 22 492 56 83), who will direct them to the appropriate service station. The Lessor shall not bear the cost of windscreen washer fluids and fuel,
 - refuelling with a type of fuel that is in accordance with the engine specifications given in the technical documentation of the Car,
 - keeping the Car properly clean,
 - parking the car during the lease in monitored areas, in built-up areas or in guarded areas.
- In particular, it is prohibited to:
 - tow other vehicles with the Car,
 - exceed the permitted payload,
 - smoke in the Car
 - make any alterations or other changes to the Car without the Lessor's consent,
 - carry any animals inside the Car,
 - use the Car contrary to its intended purpose.
 In the event of a breach of any of the above provisions, the Lessee will be liable to pay a contractual penalty in the amount set out in the TFC. In the event that changes are made to the Car as referred to in subpoint d) of this point, the Lessor shall be entitled to charge the Lessee with the costs of restoring the Car to its previous condition and to claim payment for the loss of value of the Car caused by the alterations or changes.
- The Lessee shall be obliged to operate the leased Car in accordance with its intended purpose and operating instructions, road traffic regulations, as well as to take care of the condition of the Vehicle and its equipment with due diligence and to pay all required fees for parking the Vehicle. In the event that the Lessee violates traffic regulations or fails to pay the vehicle parking charge, the Lessee shall be obliged to cover all costs related thereto, and in particular to pay: criminal fines, including fines for offences recorded with automatic recording devices, and additional charges for non-payment of the vehicle parking charge. In the event that the Lessor is charged with the aforementioned costs, the Lessee shall be obliged to reimburse them to the Lessor within 7 days of being requested to do so.
- Persons authorised by the Lessor shall have the right to inspect, during the Lessee's working hours, the use and condition of the Car and the Lessee's documents relating to the above circumstances, and the Lessee shall be obliged to allow the inspection and make the documents available.

Fees

- The lease fee and other related charges shall be collected in the amount and on the terms set out in the Lease Order or Lease Agreement.
- The Lessee shall be liable for all costs relating to the transfer of receivables paid under the Agreement.

Car return or exchange

- The Lessee shall be obliged, at the end of the Agreement, to return the Car at a place agreed by the Lessee and the Lessor within the time limit specified in the Agreement.
- Extension of the lease period is only permissible under the terms of the Agreement and requires the consent of the Lessor expressed in writing in the Lease Order sent by registered letter or e-mail to the e-mail address indicated in the Agreement. The intention to extend the lease period of the Car must be notified 10 days before the end of the term of the Agreement, for Agreements concluded for more than 3 months of lease.
- Lack of consent of the Lessor for prolongation of the lease of the Car and failure to return the Car within 24 hours as from termination of the Agreement shall be treated as misappropriation of the Car and as such shall be reported to law enforcement authorities and shall be accounted for as non-contractual use of the Car in accordance with the provisions of the TFC.
- The Car may have a GPS device installed, which means that the Lessor can access data on the current location of the Car. However, in the event of any breach of the provisions of the Agreement and/or the Regulations, including in particular non-payment by the Lessee of the amounts due under the Agreement, as well as the Lessor becoming aware of any doubts as to the condition and security of the Car, the Lessor shall have the right to block the Car and to collect it from the Lessee at the Lessee's expense after a period of 2 hours from the Lessee's notification thereof.
- In the event of termination of the Agreement without notice, the Lessee shall be obliged to immediately indicate the parking place of the Car and return it to the place indicated by the Lessor within a maximum period of 12 hours. If the Car is returned to a place other than that agreed at the conclusion of the Agreement, the Lessor shall be entitled to charge the Lessee with the costs of transporting the Car to the agreed place.
- In the event of delay in returning the Car, the Lessee shall be obliged to pay a contractual penalty in the amount specified in the TFC constituting Appendix 1 to the Lease Regulations. In the event of failure to return the Car on time, the Lessor shall be entitled to collect it together with the keys, policy and documents from the Lessee and to charge the Lessee in full with the costs incurred in connection with the collection of the Car.
- The Lessee is obliged to return the Car with the same amount of fuel as they received on collection. Any fuel shortages made up by the Lessor shall be paid for by the Lessee in accordance with the TFC.
- Upon return or exchange of the Car used by the Lessee, the Lessor shall be entitled to charge the Lessee with the following costs:
 - to cover deficiencies in the equipment of the Car or parts thereof as described in the Car Handover Protocol,
 - to cover damage caused by improper operation of the Car or the Lessee's negligence in accordance with the TFC (e.g. damaged mirrors, cracked headlights, minor damage to body parts),
 - to cover damage that has not been reported in accordance with points 29 and 30 of the Regulations in full, including the costs of repairing the Car and other costs arising in connection with the incident, in the event that the damage cannot or will not be covered by the insurance company,
 - elimination of other damages and costs of restoring the Car to a condition corresponding to normal wear and tear,
 - compensation for loss of value of the Car as a result of an accident, if the cause of the accident was wholly or partially the fault of the Lessee, the driver or a passenger, as well as for loss of value of the Car as a result of alterations or other changes made without the consent of the Lessor.
- The Lessee shall be responsible for the lack of parts and equipment as well as damage due to their fault as a result of improper use and protection of the Car and loss of documents.
- In the event that the Lessee loses one of the listed elements: registration certificate, number plate, service book, policy, keys to the Car or the elements indicated in the TFC - the Lessee will be charged with the fees stipulated in the TFC.
- The Lessee shall be obliged to immediately return the Car at the request of the Lessor in the event of a breach of the Agreement.

Service, maintenance and repair

- The Lessee undertakes to make the Car available to the Lessor for periodic inspections at odometer readings or the Lessee may perform the inspection at any Toyota ASO or other service centre indicated by the Lessor in accordance with the service book or specified in the Car Handover Protocol (tolerance +/- 500 km) at a place and time agreed with the Lessor (in case of doubt, contact the Lessor, tel: +48 22 492 56 83 or by email to operacyjny@cfm.pl). If the Car is made available for inspection at higher odometer readings or not made available at all, the Lessee shall be charged with the full costs of the inspection and shall be obliged to pay a contractual penalty in accordance with the TFC and, in the event of damage exceeding this penalty, to pay compensation on general principles.
- The Lessee is not entitled to have the Car repaired, corrected, altered, inspected or otherwise repaired or serviced at the expense of the Lessor without the Lessor's written consent. In the event of a breakdown, road accident of the Car, the Lessee is obliged to immediately notify the Lessor (tel: +48 22 492 56 83) or by email to szkody.rent@cfm.pl and follow their instructions. If the fault may cause threat to road safety or lead to further damage to the Car, it is prohibited to continue driving until it is removed.

Damage, accident, theft of the Car - procedure to follow

- In the event of damage to the Car, the Lessee is obliged to immediately report this to the Lessor by contacting it by e-mail at szkody.rent@cfm.pl and to follow the instructions received.
- In the event of the theft of the Car, breaking into the Car or committing any other criminal act, the Lessee shall be obliged to call the Police immediately and report this to the Lessor by contacting it (tel: +48 22 492 56 83) or by email to wynajem@cfm.pl and to follow the instructions received.

- In the event of failure to notify the Lessor of the events listed in points 29 and 30, the Lessee shall be charged in full with the costs of repairing the Car and other costs relating to the incident.
- Damage is damage to the Car in a single incident.
- The Lessee shall pay to the Lessor a charge for damage to the Car in accordance with point 28 of the TFC for any damage caused to the Car, except where the damage caused is classified as total damage.
- If total damage is caused to the Car, the Lessee is obliged to cover this in full, in the event that the damage cannot or will not be covered by the insurance company.
- If the Lessee pays the Protection Package fee at the time of leasing the Car in accordance with point 29 of the TFC, point 33 of the Regulations shall not apply.

Lessor's responsibilities

- The Lessor, in the event of immobilisation of the Car for a period longer than 24 hours, shall, if possible, provide the Lessee with a replacement car, which shall be placed at their disposal within 24 hours of notification to the Lessor. The time limits specified in the previous sentence do not include weekends, i.e. the period from 6 p.m. on Friday to 8 a.m. on Monday and public holidays from 6 p.m. on the previous day to 8 a.m. on the following day, subject to the above-mentioned standard weekend period. The need to pay extra for the provision of a replacement car arises in the case of:
 - the occurrence of one or more of the following events: loss of registration certificate, insurance policy, Car keys, number plate(s), immobiliser or any other safety device necessary to start the vehicle,
 - immobilising the Car outside the territory of the Republic of Poland, if there is a justified suspicion of improper use of the Car, it is necessary to immediately inform the Lessor together with sending photographic documentation concerning the occurrence to wynajem@cfm.pl.

Car insurance

- The Car has valid third-party liability and AC insurance in respect of the theft of the Car and the occurrence of total damage. The Lessee is obliged to comply with the insurance conditions stipulated by the insurer. The following cases are excluded from the insurer's liability:
 - deliberate damage to the Car,
 - damage when driving while under the influence of alcohol or intoxicated, after taking drugs or psychotropic substances and/or without a valid driving licence,
 - damage to the Car in the event of exceeding the permitted speed limit or in the event of committing another gross breach of road traffic regulations (the Insurer reserves the deductible or excludes the Insurer's liability for the damage altogether),
 - a situation in which a driver has fled the scene of an accident, damage caused when the person driving was a person not authorised by the Lessor to drive the Car,
 - theft of the Car as a result of which the keys and/or registration certificate of the stolen Car have been lost - the Lessee shall be fully responsible for the costs related thereto,
 - theft of a Car in which all the anti-theft devices fitted in the Car have not been activated - the total cost shall be borne by the Lessee,
 - other specific cases arising from the general terms and conditions of insurance contracts or policies.
 In the aforementioned cases, the damage shall be covered in whole or in part by the Lessee. The Lessee is obliged to familiarise themselves with the provisions of the policy, the general terms and conditions of the car insurance contracts and the amendments to the general terms and conditions of the car insurance contracts and to comply with the provisions contained in the terms and conditions. In addition, the Lessee is obliged to instruct the person in charge of the vehicle on the obligations arising from the aforementioned documents - under pain of liability for damage caused.
- Cars can obtain liability insurance in foreign traffic (the so-called Green Card). This insurance can be issued after the Lessee has notified the Lessor of such a need a minimum of 24 hours prior to the commencement of the lease.
- Cars have anti-theft protection required by the insurer.

Carolina Fleet Assistance

40. In the event of immobilisation of the Car, the Lessor shall provide the Lessee with a replacement car in the territory of the Republic of Poland and the EU within 24 hours of informing the Lessor of the incident. An exception to this is if the Lessor does not have a replacement car available or if the TU policy for the Car that has broken down does not provide for the issue of a replacement vehicle.
41. Events not covered by the CFA's replacement car services are:
- theft,
 - theft or loss of the number plate, keys or security device necessary to start the vehicle (i.e. Cobra ETS and others),
 - acts of vandalism,
 - battery discharge due to leaving the vehicle with lights, ignition, radio on,
 - The obligation to provide CFA services is excluded if, at the time of the incident, the Car was not authorised for use on public roads or did not have a valid technical inspection. This also applies if the Car is used in a manner contrary to the CFM Regulations, i.e. grossly negligent or recklessly allowing the Car to become immobile or break down.

Appendix 1 to THE REGULATIONS - TFC

EVENT	AMOUNT
1. No registration certificate, insurance policy, number plate	PLN 400.00
2. Loss or destruction of the remote control for an alarm or other anti-theft device	PLN 250.00
3. No non-original hubcap No original hubcap	PLN 100.00 PLN 250.00
4. Upholstery washing	PLN 500.00
5. Replenishment of missing fuel	10 PLN/liter + 50,00 PLN administration fee
6. Dismantling of parts of the Car's equipment or making other alterations or changes without the consent of the Lessor	PLN 1,000.00
7. No Car equipment parts not listed in the price list	Fee according to manufacturer's price list plus 15%
8. Loss of warranty on the Car through the fault of the Lessee (the driver), including, but not limited to, failure to carry out an inspection within the specified km limit. (overrun of 1 000km)	PLN 5,000.00
9. Smoking tobacco or other tobacco substances, use of intoxicating substances, drugs, drinking alcohol in the Car	PLN 500.00
10. Transporting animals without a special transport container	PLN 500.00
11. Towing other vehicles with the Car	PLN 5,000.00
12. Sharing the Car with a third party, fee in accordance with the TFC + full financial liability for the damage caused	PLN 5,000.00
13. Cost of bodywork repairs - service at ASO	Cost of service or parts plus 35%
14. Provision of an off-site service for delivery or collection (door-to-door service)	Price calculated on a case-by-case basis depending on conditions
15. Door to door	150.00 PLN within Warsaw, outside Warsaw 50.00 PLN + 4.00 PLN per 1 km (calculated from the headquarters of the Lessor)
16. Provision of information about the user of the Car at the request of law enforcement authorities	PLN 61.50 administrative costs
17. Permission to use the Car outside the Republic of Poland with the exclusion of countries at war	PLN 350.00
18. Additional charge for non-payment of a fee for parking the Car in a paid parking zone	According to the summons of the authority entitled to collect the fee
19. Lack of key or safety device necessary to start the Car	PLN 2,500.00
20. Damage to a non-repairable tyre Damage to a repairable tyre	PLN 500.00 PLN 100.00
21. Filling up with the wrong fuel When the engine has not been started When the engine was fired up	PLN 2,000.00 PLN 8,000.00
22. Collection of the vehicle after termination of the lease agreement (outside the headquarters of the Lessor)	PLN 2,000.00
23. Participation in competitions, rallies, races, shows	PLN 5,000.00
24. Car abandonment	PLN 5,000.00
25. Use of false data or documents in order to lease a Car	PLN 5,000.00
26. Driving under the influence of alcohol, intoxicants, drugs	PLN 5,000.00
27. Fleeing the scene of an accident/collision	PLN 5,000.00
28. Charge for any damage caused to the Car: SEGMENT A, B -Aygo, Yaris SEGMENT C, C+, M Yaris, Cross, Proace City Corolla, Crossover, SEGMENT D, D+, SUV Corolla Cross, Rav4 SEGMENT E, N Camry, Proace Verso, Mirai, Lexus NX, UX, RX, ES	PLN 5,000.00 PLN 5,000.00 PLN 6,000.00 PLN 8,000.00
29. No authorisation to travel abroad	PLN 2,000.00
30. Car Wash Fee: passenger HGV	PLN 100.00 PLN 150.00
31. Non-contractual use of the Car	Daily rate + 200%
32. Report of car misappropriation	PLN 5,000.00
33. Fee for exceeding the mileage limit Segment A, B, C, Crossover Segment D, SUV, N, E	PLN 1.11 per 1 km PLN 1.85 per 1 km

The prices quoted are gross prices.

I confirm that I have read the Regulations before signing the Agreement and acknowledge receipt of the Regulations.

Signature of the Lessee