

Public Offer to Conclude Agency Contracts

This document is an official offer from individual entrepreneur Ruslan Nailevich Gayfullin to conclude an agency contract on the terms and conditions set out below.

1. TERMS AND DEFINITIONS

1.1 The following terms and definitions shall be used herein and in relations between the Parties arising hereof or in connection hereto:

1.1.1 **Public Offer/Offer** means the wording hereof, with appendices, amendments and supplements hereto, posted on the Website and accessible in the Internet at: <https://www.thelocalcarrentals.com/public-offer-agreement>

1.1.2 **Contract (Agency Contract)** means an agency contract, together with all relevant Binding Documents, concluded between the Agent and the Lessor under this Offer.

1.1.3 **Order** means the Lessor's order to the Agent to provide Services, issued via the Service software.

1.1.4 **Services** means agency services under the Contract concluded in accordance with this Offer.

1.1.5 **Agent** means individual entrepreneur Ruslan Nailevich Gayfullin, PSRNIE (Primary State Registration Number of the Individual Entrepreneur) 317502900055164.

1.1.6 **Lessor** means the User recorded in the "Partner" status in the Application, who intends to use, is using or used the Service features to look for Lessees.

1.1.7 **Lessee** means the User recorded in the "Client" status in the Application and a non-recorded User who intends to use, is using or used the Service features to find a car for rental, to place the car rental Request (Lessee's Request) and for Booking.

1.1.8 **Lessee's Request** means the details of the car rent conditions the Lessee is looking for, which are posted for Lessors in the Service by the Lessee's filling in the form in the Website respective page.

1.1.9 **Booking** means the Lessee's preliminary car rental ordering by acceptance of the Lessor's offer via the Service.

1.1.10 **Offer Acceptance** means a complete and unreserved acceptance of the Offer by the Lessor's taking of steps specified in Section 9 of the Offer, which creates the Contract between the Lessor and the Agent.

1.1.11 **Website** means the automated information system accessible via the Internet at: <https://thelocalcarrentals.com>.

1.1.12 **Application** means the integrated software that includes the Website and other computer software and/or databases for implementation of the Service.

1.1.13 **Content** means any information content, including textual, graphic, audiovisual and other content uploaded by the Users into the Service and accessible to the Users via the Service.

1.1.14 **Service** means a set of the Agent's software and hardware (computing landscape) and the Content, as made accessible by the Agent via the Application as part of information services.

1.1.15 **Personal Area** means the Application personal section the Lessor gains access to after registration and/or authorization in the Application. The Lessor's Personal Area is intended for entry and editing the Lessor's details, issuing orders to the Agent, receipt and viewing of the Lessee's Requests, sending car rental offers to Lessees, viewing the Bookings, recording the car availability, completed Bookings and provided rental services.

1.1.16 **Personal Account** means information on the accrued Agency Fee, the money contributed by the Lessor and debited as part of performance of Contracts in payment for the Agency Services under the above Contracts. The Personal Account is accessible to the Lessor via its Personal Area.

- 1.2 Any other terms and definitions not specified in Clause 1.1 hereof can be used herein. In this case, such term is construed in accordance with the wording of the Offer. If a term does not have an unambiguous interpretation or definition in the wording hereof, its interpretation specified: firstly, in the documents forming the Contract between the Parties, secondly, in Russian law, and thereafter, in good business practices and scientific doctrine shall prevail.
- 1.3 Any reference herein to a clause (section of the Offer) and/or their conditions shall be to this Offer (its section) and/or their conditions.

2. SUBJECT OF THE CONTRACT

- 2.1 The Lessor shall assign to the Agent to, and the Agent shall, take the following actual steps (hereinafter also referred to as "actual services", "Services") on its behalf but at the expense of the Lessor:
 - 2.1.1 Create the technical capability for posting and/or distribution by the Lessor, via the Website, of the information on itself and the car rental conditions, in particular, by creating the respective data entities and maintaining the separate Website section (the Lessor corporate profile);
 - 2.1.2 Collect the Lessees' Requests and create the technical capacity for the Lessor to view the Lessees' Requests and the Lessees' contact details via the Service;
 - 2.1.3 Transmit the suitable Lessees' Requests to the Lessor by way of notification;
 - 2.1.4 Transmit (show) the Lessor's offer to rent the car matching the Lessee's Request to the Lessee;
 - 2.1.5 Create the technical capacity for the Lessee to Book the Lessor's cars and also for the Lessor to record car availability, completed Bookings and provided rental services;
 - 2.1.6 Other steps envisaged in the Binding Documents.
- 2.2 The Lessor's car rental duties shall be performed by the Lessor on its own, as part of a separate transaction concluded directly between the Lessor and the Lessee, as soon as the Booking details have been provided to the Lessor.
- 2.3 The Lessor shall authorize the Agent to take all necessary steps to fulfill the order under the Contract.

3. GENERAL CONTRACT CONDITIONS

- 3.1 The Lessor's unreserved acceptance and compliance with the requirements and provisions determined in the following documents ("Binding Documents") shall be the essential condition of entering into the Contract:
 - 3.1.1 **User Agreement**, posted and/or available on the Internet at <https://www.thelocalcarrentals.com/license-agreement> and comprising the general registration conditions in the Service and its use;
 - 3.1.2 **Privacy Policy** posted and/or available in the Internet at <https://www.thelocalcarrentals.com/privacy-policy>, which contains the disclosure and use rules for the Lessee's and Lessor's personal information;
- 3.2 The documents specified in Clause 3.1 of the Offer and binding upon the Parties shall make integral part of the Contract concluded according to this Offer.
- 3.3 The Lessor shall give orders to the Agent by the Lessor's taking of the steps listed on the Website (Personal Area) respective page, in particular, by:

- filling in the appropriate sections for description of the rental conditions;
 - selecting the list of provided Agency services and (if necessary) the time period, during which such Services are to be provided.
- 3.4 This Offer shall contain the Lessor's comprehensive instructions to the Agent. The Agent shall be entitled (but not obliged) to accept the Lessor's orders for execution and the recommendations as to their fulfillment, which have been transmitted to the Agent, except for the order issued in the manner established in this Offer.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The Agent shall be entitled to:

4.1.1 Require from the Lessor to provide the necessary information and documents and render any other assistance to the Agent in performing its duties;

4.1.2 Suspend provision of Services under the Contract for technical, technological and other reasons, which prevent from their provision, for the elimination period of these reasons;

4.1.3 Not start to provision of Services or suspend their provision if the deadlines for proper provision of information and content required for provision of Services are not met, if such information and content are unreliable, if payment for Services is delayed, if the penalties imposed on the Lessor under the Contract are not met and in other cases when the Lessor fails to perform or to fully perform its obligations and guarantees under the Contract and also if there are circumstances evidencing that such performance shall not be achieved by the established deadline;

4.1.4 Unilaterally modify the terms and conditions of this Offer and the Binding Documents indicated herein without a notice to the Lessor in such manner as envisaged in this Offer;

4.1.5 Exercise any other rights envisaged in Russian law and this Offer, including Binding Documents.

4.2 The Agent shall:

4.2.1 Fulfill the Lessor's assignment in full compliance with the Contract, including Binding Documents and legislation of the Russian Federation;

4.2.2 Create the technical capacity for Lessees and Lessors to use the Service according to the Contract and the Binding Documents;

4.2.3 Submit the order progress reports to the Lessor.

4.3 The Lessor shall be entitled to:

4.3.1 Require that the Agent duly performs its obligations under the Contract;

4.3.2 Require that the Agent submits the progress reports with respect to the Lessor's orders;

4.3.3 Suspend posting and/or distribution of the offer of the Lessor's services via the Service;

4.3.4 Waive the Contract unilaterally in cases envisaged in Russian applicable law and/or this Offer;

4.3.5 Exercise any other rights envisaged in the Contract, including the Binding Documents, as well as in Russian applicable law.

4.4 The Lessor shall:

4.4.1 Verify the information provided to the Agent when issuing the order, in particular, the created data entities, before Acceptance;

- 4.4.2 Furnish the documents (their duly certified copies) evidencing the Lessor's compliance with applicable law within 3 (three) business days from the Agent's request;
- 4.4.3 Keep confidential the Lessee's personal data according to the applicable personal data law and the Privacy Policy.
- 4.4.4 Settle the Lessee's claims related to the Booking and car rental on its own, without engaging the Agent.
- 4.4.5 Verify the availability of the Agent's notices at the Website and the email address the Lessor specified when issuing the order and view information on the Agent's fulfillment of the order.
- 4.4.6 Comply with the Contract, including Binding Documents and legislation of the Russian Federation;
- 4.4.7 Perform other duties envisaged in the Contract, including the Binding Documents, as well as in Russian applicable law.

5. AGENCY FEE AND SETTLEMENTS

- 5.1 The Lessor shall pay the Agency Fee at 15% (Fifteen Percent) of the rent under the Booking for the provided Agency Services under the Contract.
- 5.2 The Agency Fee is not subject to VAT, due to the Agent's application of a simplified taxation system.
- 5.3 The Agency Fee shall be calculated by the Agent on the day immediately following the car rental expiry under the Booking and shall be payable by the Lessor within Five (5) business days from its accrual. The Agency Fee accrual details shall be recorded in the Lessor's Personal Account.
- 5.4 The Contractual settlements shall be carried out via the payment services specified on the Website.
- 5.5 The Lessor shall be deemed to have performed its obligations to pay the Agency Fee as soon as the information on the Lessor's actual payment is communicated by the payment service operator acting on the basis of the contract with the Agent.
- 5.6 If the Lessor's total past-due debt exceeds EUR 150 (One Hundred and Fifty), the Agent shall be free to suspend the Agency Services under the Contract (suspend the Service use by the Lessor).
- 5.7 In the case the Lessee paid for the provided services of booking the car, the Lessor is exempted to pay to the Agent for the corresponding Booking. In this case, the amount to be paid by the Lessee under the Rental agreement concluded between the Lessee and the Lessor is reduced by the amount paid by the Lessee using the functionality of the Service for the corresponding Booking.

6. AGENT'S REPORT

- 6.1 The Agent shall provide the order progress reports under the Contract (hereinafter the "Report") to the Lessor in the format the Agent approved. The Report shall comprise information on the provided Agency Services and the Agency Fee amount.
- 6.2 The Agent shall submit the Reports to the Lessor online, for each Booking, in electronic format, as the information shown in the Personal Area, including the Personal Account, on Bookings implemented using the Service and the accrued Agency Fee.
- 6.3 The Parties recognize and absolutely agree that the details of the Agent's completed services and the Agency Fee shall be specified in the Report based on the data from the Agent's internal accounting system.

- 6.4 The Lessor shall be entitled to receive the Report counterpart in hard copy, signed by the Agent at the Agent's location. At the Lessor's request and expense, the Agent may produce the Report counterpart and send the same at the address the Lessor designates.
- 6.5 The Lessor shall examine the submitted Report within 2 (two) days from its receipt. If the Lessor has comments on the Report, the Lessor shall send well-substantiated objections to the Agent in writing, before the expiry of the above examination period.
- 6.6 If the Agent does not receive the well-substantiated objections to the Report when due, the services shall be deemed to have been provided in full and with proper quality from the Report date.
- 6.7 The Agent's Report is the accounting source document that is sufficient to prove actual provision of the Agent's services and the Agency Fee amount.

7. GUARANTEES AND LIABILITY OF THE PARTIES

- 7.1 The Agent guarantees that failure and errors, if any, in the Service operation in the course of fulfillment of the Lessor's assignment shall be eliminated as soon as possible.
- 7.2 Except for the guarantee specified in Clause 7.1 of this Offer, the Agent shall not provide any express or implied guarantees in particular, the guarantees of continuous and fail-free operation of the Website and the Website-based Service, the scope of the Lessees' Requests, and the Lessees' good faith.
- 7.3 The Lessor guarantees that:
 - 7.3.1 Posted car rental and Lessor details are true;
 - 7.3.2 The Lessor has obtained all necessary licenses and other permits from competent governmental agencies to carry out the Lessor's business or that the Lessor's business is not conditional upon obtaining a special permit, license or certificate, according to applicable law, and that the Lessor has taken all other steps required to enable the Lessor's business according to applicable law;
 - 7.3.3 The Content the Lessor delivered to enable the Agent to perform the Contract fully meets applicable law, in particular, the Agent's use of delivered Content to perform duties hereunder does not breach the advertising and competition law, nor does it derogate from the third parties' proprietary and/or personal non-proprietary rights, including, but not limited to, copyright and allied rights, rights to trademarks, service marks, and names of places of goods origin, rights to pre-production prototypes, rights to use images of living and deceased persons etc., and the Lessor has obtained the necessary permits (concluded the respective contracts);
 - 7.3.4 The Lessor is aware and accepts that the Lessee may cancel the Booking on various grounds, in particular, the Lessee's unfair practices. The Agent shall not be liable for the Lessee's cancellation of Booking and for any losses the Lessor incurs in connection with such cancellation.
- 7.4 The Agent shall not be liable for failure to perform or to duly perform this Contract if such failure results from the Lessor's delivery of misinformation breach of guarantees or the Lessor's another failure to perform or to duly perform obligations under the Contract.
- 7.5 The Agent shall not be liable for any of the Lessor's losses, whether or not the Agent was able to anticipate the same, in particular, if the Agent was advised of the possibility of such losses.
- 7.6 In any event, the Agent's liability shall be limited to the Agency Fee earned by the Agent for assignment of the order (a part thereof) that entails the Agent's liability.
- 7.7 All car rental duties shall arise directly between the Lessee and the Lessor. The Lessor shall be solely liable for the lease agreement performance.

- 7.8 If Booking was not implemented through the Lessor's fault, the Agent shall be entitled, at its own discretion, to apply the following penalty:
- 7.8.1 The Lessor's reimbursement to the Lessee for the difference between the rent under the cancelled Booking and the rent under the subsequent Booking to be selected by the Lessee.
- 7.8.2 The Lessor's reimbursement to the Agent for the cost of engaging the Lessee and the loss of revenues in the amount of the Agency Fee for Booking;
- 7.8.3 Other efforts, the details of which may be communicated by the Agent to the Lessor later, in such manner as envisaged in this Offer.

8. FORCE MAJEURE EVENTS

- 8.1 Neither Party shall be liable for failure to perform or to fully perform obligations hereunder as a result of force majeure events that arose after its conclusion. These events shall, in particular, include: natural disasters, natural and industrial catastrophes; acts of terrorism; hostilities; civil unrest; introduction of laws and regulations containing prohibitions or limitations on the Parties' business hereunder by governmental or local authorities; any other circumstances that could have been neither predicted nor prevented and hinder performance by the Parties of their obligations hereunder.
- 8.2 If the force majeure events preventing the Parties from performing their obligations under the Contract, the period for performance by the Parties of their obligations shall be postponed pro rata the duration of such circumstances as well as the period of time required for elimination of their consequences but not more than Thirty (30) calendar days. If force majeure events last, or if upon their occurrence both Parties realize that they will last, more than the above 30-day period, the Contract shall terminate.

9. OFFER ACCEPTANCE AND CONTRACT CONCLUSION

- 9.1 Acceptance hereof by the Lessor creates the Contract between the Lessor and the Agent (Articles 433 and 438, Russian Civil Code) upon terms and conditions hereof.
- 9.2 The Offer acceptance shall mean the Lessor's taking of the set of the following efforts:
- 9.2.1 getting registered in the "Partner" status in the Service;
- 9.2.2 the Lessor's issue and sending the Order via the Service software.
- 9.3 The Contract shall be deemed concluded as soon as the Agent receives the Offer Acceptance.

10. TERM AND OFFER MODIFICATION

- 10.1 The Offer shall take effect as soon as it is posted on the Agent's Website and be effective until it is revoked by the Agent.
- 10.2 The Agent shall reserve the right to modify and/or revoke the Offer at any time at its own discretion. The Offer modification or revocation details shall be communicated to the Lessor at the Agent's discretion, by posting on the Agent's Website, in the Lessor's Personal Area or by sending the respective notice to the email or mail address the Lessor designates when concluding or performing the Contract.
- 10.3 If the Offer is revoked or modified, the modifications shall take effect as soon as they are communicated to the Lessor, unless another effective period is envisaged in the Offer or additionally at the communication time.
- 10.4 The documents binding upon the Parties and specified in the Offer shall be approved, supplemented and modified by the Agent at its own discretion and communicated to the Lessor in such manner as envisaged for notices of the Offer modification to the Lessor.

11. TERM, AMENDMENTS AND TERMINATION

- 11.1 The Contract shall take effect as soon as the Lessor Accepts the Offer and be valid indefinitely.
- 11.2 If the Agent revokes the Offer during the effective period of the Contract, the Contract shall be deemed continued on the Offer last version conditions, with all Binding Documents.
- 11.3 The Contract may be modified:
 - 11.3.1 By agreement of the Parties;
 - 11.3.2 At the Agent's initiative, when expressly envisaged herein, with at least 15 (Fifteen) days prior notice of the forthcoming changes to the Lessor. If the Lessor disagrees with the proposed changes, the Lessor shall be at liberty to waive the Contract, with a notice to the Agent in the manner envisaged in Clause 11.4.3 hereof.
- 11.4 The Contract may be terminated:
 - 11.4.1 By agreement of the Parties;
 - 11.4.2 At the Agent's initiative, by its unilateral waiver, either fully or in part, if the Lessor breaches its obligations or guarantees envisaged herein. At least 3 (Three) days prior written notice of unilateral waiver of the Contract shall be served on the Lessor. The Lessor shall indemnify the Agent for documented losses caused by such termination;
 - 11.4.3 At the initiative of either Party, by unilateral waiver of the Contract, in full or partially, with at least 7 (Seven) days prior written notice to the other Party. In this case, the Lessor shall pay for the Services provided by the Contract termination date in full;
 - 11.4.4 On other grounds prescribed in applicable law and herein.
- 11.5 Financial settlements between the Parties shall be completed within 5 (Five) bank days from the Contract termination date.
- 11.6 In case of unilateral waiver of the Contract, the Contract shall be deemed to have been terminated in full or to the respective extent, upon expiry of the appropriate notification period.
- 11.7 Duties of the Parties hereunder, which, due to their nature, shall survive (including, but not limited to, duties with respect to provided guarantees, confidentiality and mutual settlements), shall remain effective after the expiry hereof.

12. PRIVACY CONDITIONS

- 12.1 The Parties shall not disclose and keep confidential terms and conditions of each concluded Contract as well as all information either Party obtains from the other Party when entering into and performing such Contract (hereinafter "Confidential information") and shall not disclose, divulge, publish or otherwise make available such information to an third party without prior written permission of the disclosing Party.
- 12.2 Each Party will take all necessary efforts to protect Confidential information with at least the same degree of care with which it protects its own Confidential information. Access to Confidential information shall only be provided to those employees of each of the Parties to whom it is reasonably required to perform official duties related to the implementation hereof. Each Party shall oblige its employees to undertake the same obligations to keep confidential the Confidential information as envisaged in this Offer with respect to the Parties.
- 12.3 The Lessor's personal data (if any) shall be processed according to the Agent's Privacy Policy.
- 12.4 The Agent shall be at liberty to request additional information, such as copies of identification documents, registration certificates and foundation documents or credit

cards, if the Lessor's details need to be verified or to prevent fraud. If such additional information is delivered to the Agent, such information shall be utilized and protected according to Clause 12.3 of the Offer.

- 12.5 The non-disclosure obligation with respect to Confidential information shall be valid during the effective period hereof and for 5 (Five) years thereafter, unless otherwise expressly agreed upon by the Parties.

13. HANDWRITTEN SIGNATURE EQUIVALENT AGREEMENT

- 13.1 The Parties shall be free to use a basic computer-generated signature when entering into the Contract, issuing the Orders and sending notices related to the Contract.
- 13.2 The Parties may exchange documents by email. The documents transmitted in such manner shall have full legal force and effect, provided that the delivery confirmation including their communication to the recipient is available.
- 13.3 When the Parties use email, an e-document sent via it, shall be deemed to have been signed with the sender's basic computer-generated signature created with the use of its email address.
- 13.4 If an e-document is sent by email, the e-document recipient shall identify the signatory of such document by the email address the signatory uses.
- 13.5 If the Contract is concluded by the Lessor that underwent the registration procedure on the Website, the basic computer-generated signature application by the Parties shall also be governed by the User Agreement concluded by the Lessor at registration.
- 13.6 Upon agreement between the Parties, the e-documents signed with a basic computer-generated signature shall be recognized as equivalent to hard copy documents signed with a handwritten signature.
- 13.7 Any steps taken with the use of a basic computer-generated signature of the Party shall be deemed to have been committed by such Party.
- 13.8 The Parties shall not disclose the computer-generated signature key. In particular, the Lessor shall not transfer its login and password or provide access to its email to third parties and be fully liable for their preservation and private use, by independently determining their storage method and by limiting access to them.
- 13.9 In case of unauthorized access to login and password, their loss or disclosure to third parties, the Lessor shall promptly notify the Agent thereof by sending an email message from the email address the Agent indicated on the Website.
- 13.10 In case of loss or unauthorized access to the email, the address of which is specified by the Lessor on the Website, the Agent shall promptly substitute this address with a new one and notify the Agent by sending an email message from a new email address.

14. FINAL PROVISIONS

- 14.1 The Contract, its conclusion and performance shall be governed by legislation of the Russian Federation. All issues not or not fully settled in the Offer shall be governed according to the substantive law of the Russian Federation.
- 14.2 Any disputes under this offer and/or the Contract shall be settled in the preliminary claim procedure. If the Parties fail to reach consent, the disputes shall be referred to and finally settled by a court of law at the Agent's location.
- 14.3 Unless otherwise envisaged in the Offer, any notices and documents hereunder may be sent by either Party to the other Party: 1) by email, a) at the Lessor's email address the Lessor specified when issuing the Order, from the Agent's email address indicated in Section 15 of the Offer, if the Lessor is the recipient, and b) at the Agent's email address specified in Section 15 of the Offer, from the Lessor's email address the Lessor specified when issuing

the Order or in its Personal Area, 2) by mail, with delivery confirmation, or courier's service with delivery acknowledgment.

- 14.4 If one or more provisions of this Offer or the Contract are invalid for any reason whatsoever or have no legal force and effect, such invalidity shall not affect any other provision of the Offer or the Contract, which remain effective.
- 14.5 Without prejudice to terms and conditions of this Offer, the Parties shall be at any time entitled to issue the concluded Agency Contract in hard copy expressing the content of the then applicable Offer, the Binding Documents specified in the Offer and the issued Order.

15. AGENT'S DETAILS

Individual entrepreneur Ruslan Nailevich Gayfullin

Primary State Registration Number of the Individual Entrepreneur: 317502900055164

TIN: 504792970355

Legal address: 3, Block 7, Sokolovskaya St., Apt. 2, Novogorsk Community, town of Khimki, Moscow Region, Russia, 141435

E-mail: info@thelocalcarrentals.com

Bank details: Alfa-Bank JSC, corr. a/c 30101810200000000593 with Bank of Russia's Main Department for the Central Federal District, BIC 044525593, TIN 7728168971, RRC 770801001, a/c 40802810302410001276

The current version of the Public Offer dated May, 2018.