

GENERAL COMMERCIAL TERMS AND CONDITIONS

GEKKON MOTO SHARING

The General Commercial Terms and Conditions of Gekkon Service (hereinafter referred to as the “GCTC”) published on March 10, 2023 and in effect from March 11, 2023. This GCTC of the company GEKKON Company limited, registered under Thai law, and having registration number 0835566004922 (hereinafter referred to as the “**Lessor**”), regulate the mutual rights, obligations and principles of the contractual relationship between the Lessor and a party interested in hiring a vehicle (hereinafter referred to as the “**Client**”).

I. Definitions and Interpretation of Expressions

The following expressions, having the meaning defined hereunder, are used in this GCTC and in the annexes thereto:

Activation – connecting the Client to an Gekkon service, setting up a User Account of the Client so as to be able to access the functions of the Gekkon Software, including submitting an Application to Hire a Vehicle, Reservation, hire of a Vehicle.

Gekkon Service – provision of the Vehicle for temporary use via the Gekkon Software.

Gekkon Software – a set of software tools (including the Website and the Mobile Application) which ensures the operation of the Gekkon Service.

Application to Hire a Vehicle – an action laid down in this GCTC as well as its annexes thereto and executed by the Client using the Mobile Application for the purpose of taking over the Vehicle for temporary use.

Authorization – executing the actions set out in the instructions for the Gekkon Software for the purpose of identifying the Client by way of entering a Login Name and an Authorization Code, which the Client knows and keeps secret, for the purpose of using Gekkon Software.

Authorization Code – a unique sequence of characters sent by the Lessor to the Client in the form of an SMS to the Contact Number used to access the User Account of the Client at the Website and (or) in the Mobile Application. An Authorization Code has the nature of an access password; in combination with the Login Name is the equivalent of a handwritten signature of the Client and confirms that the Client is the originator of the activities executed using the Login Name and the Authorization Code.

Bonus Account – a virtual account, which is not a bank account, does not make it possible to execute financial transactions and is used solely to keep records of the saved bonus points of the Client, expressed in Thai Baht.

Client – a natural person (individual) or a legal person with whom a Contract is concluded.

Client Service – the information center of the Lessor, providing information support to the Client, for example when the Client is involved in a Road Traffic Accident, and coordinating activities, which accompany the hire of a Vehicle. The terms “Technical Support”, “Technical Support Service” and “Technical Support 24/7” also correspond to the term “Client Service” at

the Website and in the Mobile Application. The current telephone number of the Client Service is available at the Website.

Contact Number – a mobile telephone number registered in the name of the Client or which the Client uses on other legal grounds in accordance with Legal Regulations and the requirements of mobile operators and which the Client communicates to the Lessor when registering in the Mobile Application or at the Website and which is used as a Login Name and for communication between the Lessor and the Client in the cases laid down in GCTC, the Contract and (or) Legal Regulations and for sending SMS to the Lessor and to the Client.

Contract – a set of documents the wording of which is approved by the decision of the Lessor and accepted by the Client under Article III of this GCTC, as well as all annexes thereto which are an inseparable part thereof, and all amendments and (or) additions of such documents. Conditions for use of the Gekkon Software, this GCTC and the annexes thereto, the Rates, as well as other documents of the Lessor are an integral part of this Contract and the Client has the obligation to get acquainted with them by means of the Gekkon Software. By entering into a Contract, the Client obtains access to the Mobile Application and may enter into individual hire contracts in the manner laid down in the Contract and use the relevant Vehicle pursuant to such contracts.

Domestic Zone – the territory of the Kingdom of Thailand where termination of the Term of Hire of a Vehicle is allowed in compliance with GCTC, as indicated in the Mobile Application in the form of a shaded, half-transparent unique background.

Disclosure – has the meaning laid down in Article 11.2 of the GCTC.

Legal Regulations – laws, decrees and other legal regulations that are a part of the legal order of the Kingdom of Thailand.

Lessor – Gekkon Company limited, registered under Thai law, and having registration number 0835566004922, and the legal successor and (or) assignee thereof.

Login Name – the Contact Number of the Client entered by the Client for access to the User Account of the Client at the Website and (or) in the Mobile Application in relation with the Authorization Code, which is an equivalent of the handwritten signature of the Client and which confirms that the Client is an originator of the activity undertaken using the Login Name.

Mobile Application – the Gekkon Thai electronic application for Mobile Devices, which allows for using of the Gekkon Services, including: Registration of the Client in the Gekkon Service, submitting an Application to Hire a Vehicle, Reserving a Vehicle, beginning and termination of the Term of Hire of a Vehicle, movement of the Vehicle in the “Waiting” regime and the other activities described in this GCTC. The Client undertakes the required operations for the purpose of installing the Mobile Application on a Mobile Device using the services of www.itunes.apple.com or www.play.google.com on the Internet.

Mobile Device – an electronic device (smartphone, mobile telephone, tablet) which operated based on the iOS or Android operating system.

Parties – the Lessor and the Client.

Personal Data – information concerning the Client which the Lessor may record in electronic format, on paper and (or) on another data carrier, including: (1) surname, first name (names), (2) date, month and year of birth, (3) place of birth, (4) birth number of other personal identification number, (5) number of proof of identity, date of issue, term of validity, indication of the body which issued proof of identity, (6) information about permanent residence (place of residence) and place of actual residence, (7) driving license number, date of issue, term of validity, indication of the body which issued the license, the scope of authorization to drive, (8) contact details, including mobile telephone number and e-mail address, (9) information on the existence (absence) of medical contra-indications in relation to driving a motor vehicle, (10) photograph, (11) data on geolocation (navigation data), (12) any other personal data which is related to or could be created in relation with entering into and performing a Contract and (or) agreements on the use of the Gekkon Service. The normative documents of the Lessor, including this GCTC, Information on Personal Data Processing, annexes to the GCTC and other documents may also specify a different list of data which constitutes personal data.

Penalties – fixed financial sums or sums determined in percentages of the amount of an unfulfilled or improperly fulfilled obligation specified in Thai Baht in Annex 1 to this GCTC which the Client is obliged to pay to the Lessor if the Client is in breach of and (or) improperly performs its obligations arising from this GCTC.

Permitted Zone – the territory of the Kingdom of Thailand in which it is permitted to use the Vehicle in accordance with Legal Regulations, the GCTC, as indicated on the map in the Mobile Application.

Price – is the amount in Thai Baht which the Client should pay the Lessor for the Gekkon Services provided in connection with the hire of a Vehicle (hire charge) and the use of the Gekkon Software. The Price is the sum of the relevant Rates and, where appropriate, other amounts and fees according to the Contract and this GCTC.

Proof of Identity – papers which prove the identity of persons:

(1) for nationals of the Kingdom of Thailand:

- a) the ID Card of the national of the Kingdom of Thailand and (or);
- b) the passport of the national of the Kingdom of Thailand.

(2) for a foreign national:

- a) the passport and (or);
- b) ID Card and (or);
- c) the residence permit for a foreign national in the Kingdom of Thailand;

(3) for stateless persons – proof of identity of a stateless person.

PSP – the Highway Code, in accordance with Legal Regulations, which applies to the Client as a participant in road traffic during the Term of Hire.

Push-notification – a communication displayed on the screen of the Mobile Device of the Client registered in the information system of the Lessor, transferred from the server of the Lessor to the Mobile Application installed on the Mobile Device of the Client.

Rates – the way of determining and calculating the Price and the conditions for use of the Gekkon Services that are provided in detail at the Website and (or) in the Mobile Application.

Registration – registration of the Client in accordance with the instructions in the GCTC, and the annexes thereto, for the purpose of using the Gekkon Service.

Reservation – a service provided to the Client and consisting of limiting the use of the Vehicle by other Clients from the time of Reservation to the beginning of the Term of Hire or to the time of cancellation of the hire of the Vehicle by the Client if the Client does not commence the hire during the term of validity of the Application to Hire a Vehicle.

Road Traffic Accident – a traffic accident, i.e., an incident which occurs during the Term of Hire of a Vehicle involving the Vehicle and which results in the occurrence of a harm to health, death, damage to the Vehicle, to things or to buildings or the occurrence of other material loss or damage.

Rules for Payment of Damages by the Lessor – the conditions under which the relevant part of the damage will not be claimed by the Lessor from the Client.

Rules – the Rules for using the Gekkon Service arising from this GCTC, the Website and the Mobile Application.

SMS Message – a short text message sent to the Contact Number of the Client. SMS Messages may be sent by the Lessor as part of performing the Contract and for information purposes, including informing the Client of the execution of the transactions using bank cards connected to the User Account of the Client.

System of Penalties – information about the Penalties imposed by the Lessor on the Client for breach and (or) improper performance of the individual requirements of the Contract and of the GCTC by the Client as specified in Annex 1 to this GCTC and (or) at the Website and in the Mobile Application (either at the same address or at various addresses within the Website or the Mobile Application) and which constitute an inseparable part of this GCTC.

Term of Hire – the period of time from the instant of initiating hire (pressing the “Start hire” button in the Mobile Application) until the end of hire in accordance with the Contract and this GCTC.

Territorial Restrictions on Using a Vehicle – restrictions which lay down requirements and territorial restrictions on the use of the Vehicle in accordance with the GCTC.

Third Party – any legal or natural person, association of legal persons or public institution other than the Lessor or Client.

TOP UP bonus – such a bonus that the Client purchases in the Gekkon app using the payment card.

User Account – a separate section at the Website and (or) in the Mobile Application which the Client accesses by entering the Login Name and Authorization Code known exclusively to the Client, in accordance with the terms and conditions of the Website or the Mobile Application. The User Account contains a set of information about the Client, including the Personal Data, and is used to administer the services of the Website and (or) Mobile Application of the Client.

Vehicle – a vehicle provided to the Client for temporary possession and use in accordance with the terms and conditions of this GCTC.

Vehicle Towing – a measure to ensure the procedure regarding an administrative offence in the form of forced transportation of the Vehicle for temporary immobilization at a special car park or area, including the use of another vehicle (towing vehicle) as a result of detention and (or) prohibition of operating the Vehicle by officials in accordance with Legal Regulations.

Waiting – the regime of using a Vehicle during which the engine of the Vehicle is switched off. This is used in the cases laid down by the GCTC for the purpose of leaving the selected Vehicle to the Client during the Term of Hire. Movement of the Vehicle is prohibited in the Waiting regime. The “Waiting” regime is activated by pressing the button “Close” in the Mobile application within the term of hire and is charged according to the valid tariff of the Client.

Website – the website of the Lessor, available at <http://Gekkon.me/>.

Definition of Terms

- a) Unless the context demands otherwise, words in the singular cover the plural, and vice versa;
- b) References to a specific paragraph, subparagraph, article or annex are interpreted as a reference to the paragraph, subparagraph, article or annex to this GCTC;
- c) Reference to (i) an amendment to or amended provisions of the GCTC cover additions, amendments, assignments, updating, revisions, or adoptions of a new wording, (2) the GCTC is interpreted as a reference to the GCTC, which might be amended and supplemented from time to time.
- d) Headings are only provided for clarity and do not affect interpretation of this GCTC.
- e) Any reference to the “Legal Order” is a reference to the Constitution of the Kingdom of Thailand, any law (including constitutional) adopted for the purpose of the performance thereof, any international agreement which is binding for the Kingdom of Thailand, a decision of the King of the Kingdom of Thailand, a government regulation of the Kingdom of Thailand, a decree of a central and (or) local body or official and other legal regulations and decisions of state bodies which relate to a non-defined group of people within the territory of the Kingdom of Thailand.
- f) Any reference to a provision of the Legal Order is a reference to a provision which may from time to time be amended or updated or adopted in a new wording;
- g) Reference to a “person” covers any natural person or legal person, public corporation, legal person founded by the state or a state body, any association, trust or company (irrespective of whether it has been created as a separate legal person) or two and more of the foregoing persons and references to a “person” cover their legal successors and permitted assignees.
- h) As concerns the expressions “including” and “covers”, it is considered that the expression “, inter alia,” follows, even in the case that such expression is absent.

- i) Any reference to a “foreign national” covers a reference to nationals from countries outside the Kingdom of Thailand, including foreign nationals with two or more state citizenships (excluding citizenship of the Kingdom of Thailand) and to stateless persons.

II. Subject of Gekkon Service

2.1. The Lessor undertakes to provide the Client, in the manner which specified in this GCTC, the Vehicle for temporary use as request and reservation of the Client and the Client undertakes to use the Vehicle in accordance with the terms and conditions of the Contract and of this GCTC, and the annexes thereto, including shall pay the Lessor for the Gekkon Services provided in connection with the hire of a Vehicle and perform the other obligations arising from the Contract and this GCTC in a due.

2.2. the commencing date and ending date of the term of An Application to Hire and Reserve a Vehicle and other actions ensuing from this GCTC for using the operations will be contained:

- In the Contract;
- In this GCTC;
- At the Website; and (or)
- In the Mobile Application; and (or)
- Via the Client Service of the Lessor (in the cases expressly specified in this GCTC).

2.3. A list of vehicles is presented at the Website and in the Mobile Application from which the Client may independently choose Vehicles to use within the scope of the Contract. The Client independently evaluates the condition of the Vehicle when receiving it for hire in accordance with the procedure laid down in the Rules. If the Client is unhappy with the Vehicle, the Lessor may offer another Vehicle for hire which meets the requirements of the Client, provided that such Vehicle is available.

2.4. The Client may use a maximum of 1 (one) available Vehicle at the same time. As concerns legal persons or self-employed natural persons, each approved natural person of the Client may use a maximum of 1 (one) available Vehicle at the same time.

2.5. The Vehicle is provided to the Client for hire when the following conditions are met:

- The User Account of the Client is not blocked;
- Using of the Vehicle is not prohibited in compliance with the terms and conditions of the Contract and this GCTC;
- The requirements imposed on the Client, as well as the other terms and conditions of the Contract and this GCTC are met; and
- The Client satisfies the other requirements of the Contract and of this GCTC valid for the Client or the way of use of the Vehicle.

2.6. In matters which are not regulated by the Contract or this GCTC, the relationship between the Lessor and the Client is governed by Legal Regulations.

2.7. The Vehicles may only be used in the Permitted Zone. The use of any Vehicle contrary to this requirement is prohibited.

- 2.8. The Lessor may broaden, narrow or cancel the restrictions laid down by this article, either in full or in part (inter alia, within the limits of the individual operations). The relevant notification of changes is made public in the Mobile Application and is valid for the term of publication, unless a different time limit is specified in the notification. If the Client disagrees with such changes, it has the option of terminating the Contract by a notice within a time limit of 15 (fifteen) days from the publication of such notice.

III. Entering into Contract

3.1. A Contract between the Lessor and a future Client is entered into by taking the steps specified hereunder:

- a) On the part of Client – by sending Proof of Identity, a driving license, a current photograph (selfie) with the Proof of Identity and other documents and information in the form specified by the Lessor, by accepting the terms and conditions laid down in the GCTC in accordance with the procedure specified herein, i.e., by entering the Personal Data in the Mobile Application and by confirming acceptance of the GCTC;
- b) On the part of the Lessor – by confirming the conclusion of a Contract with the Activation of the Client in the Gekkon Service and by sending the updated wording of the GCTC to the e-mail address of the Client specified in the User Account;
- c) As concerns legal persons or self-employed natural persons who wish to allow business trips of their employees, also concluding of a Contract for provision of the Gekkon Business Services in compliance with the template located at the Website and providing the contact data of the person empowered to act on behalf of the Client.

3.2. Irrespective of the format which the Client chose for entering into the Contract (electronic signing, other ways permitted by the Lessor), the Contract is concluded at the time when the Lessor confirms the conclusion of such Contract with a particular Client through Activation of the User Account of the Client, after verifying whether the Client satisfies the requirements laid down in the GCTC (and the annexes thereto) and after checking the submitted documents. The Lessor reserves the right at its own discretion not to confirm entering into the Contract with the Client.

3.3. If a person has obtained access to the functions of Gekkon Software without having satisfied the requirements laid down in this article, it must immediately notify the Lessor and undertakes not to exploit the opportunities provided by such access. Otherwise, all operations executed in the name of that person with use of the Gekkon Software shall be considered as operations executed by that person directly and a person that has obtained unauthorized access is exposed to recourse according to Legal Regulations. Only a Client that has been approved by an authorized person under a Contract concluded in compliance with paragraph 3.1. (c) of GCTC, the template of which is located at the Webpage, and obtained from the Lessor an e-mail confirming assignment to the account of a particular Client has the right to carry out business trips at the expense of the User Account of the Client.

3.4. After entering into the Contract, the Client has the opportunity to enter into individual hire contracts, in the manner laid down in this GCTC, and to use the

relevant Vehicle thereunder within any Permitted Zone, save in cases when the User Account of the Client is blocked in accordance with the Contract. The Client simultaneously agrees that certain conditions (including the Rates, Territorial Restrictions on the Use of a Vehicle, requirements placed on the Client, the rights and obligations of the Parties) may differ within different Permitted Zones. In the case of an opportunity to use the account of another Client for business trips according to paragraph 3.3. of the GCTC, the Client must specify before concluding an individual hire contract in the Mobile Application whether it concerns a business trip or its private trip. The Clients acknowledge that the Lessor is not liable for differentiation between private and business trips of the Clients; the Client is always in charge of such differentiation.

- 3.5. By entering into a Contract, the Client confirms that:
- 3.5.1. The Client has carefully read the terms and conditions of the Contract, this GCTC, its annexes thereto, as well as the requirements and rules related with the performance of this Contract (including any documents of Third Parties);
 - 3.5.2. The Client understands the significance and meaning of the documents specified in subparagraph 3.5.1 of this GCTC;
 - 3.5.3. The Client agrees with the content of the documents specified in subparagraph 3.5.1 of this GCTC and undertakes to satisfy the requirements laid down by such documents;
 - 3.5.4. The Client has provided valid data (including the Personal Data) for the purpose of entering into and performing the Contract;
 - 3.5.5. The Client satisfies the requirements imposed on the Client as laid down in this GCTC and in the Contract and agrees to not use the Vehicle in the case that the Client fails to satisfy such requirements;
 - 3.5.6. The Client has been familiarized with the terms and conditions of processing the Client's Personal Data by the Lessor in accordance with the Contract and Legal Regulations, as specified at the Website;
 - 3.5.7. The Client understands that the Lessor is authorized, at its own discretion and to the required extent, to (1) place technical means in the Vehicle allowing for monitoring of the Vehicle location and a possible breach of the Contract (smoke detector, GPS beacon) and (2) record calls during communication with the Client Service and (3) use the data obtained when determining the geographical location in the Mobile Application to the required extent;
 - 3.5.8. The Client agrees that the Lessor is authorized, at its own discretion and to the required extent, to independently or with the participation of Third Parties, including (i) the relevant organizations having the corresponding authorization and (or) (ii) service centers (technical inspection centers), undertake an assessment: (1) of the legitimacy of the imposition of penalties by the competent state bodies of the Kingdom of Thailand for a breach of PSP or other regulations of the Legal Order; (2) of the damage or loss caused to the Lessor and the extent thereof; (3) of the damage or loss caused to the Vehicle and the extent thereof; (4)

of the costs of repair and maintenance and the size thereof: and (5) of other reasonable costs and the amount thereof;

3.5.9. The Client accepts the results of an assessment executed in accordance with subparagraph 3.5.8 of this GCTC and the costs of repairs at the Client's expenses.

The Client has the right to give the opinion concerning the results of the assessment.

3.6. The Client undertakes to adhere to the Legal Order, including PSP, and the terms and conditions of the Contract, the GCTC and the annexes thereto when using the Vehicle and to use the Vehicle with the required diligence.

3.7. This GCTC is available to the Client:

3.7.1. in electronic format:

- by placing a file at the Website. When entered into a Contract, the Client shall be sent a link to the section of the Website from which the GCTC may be downloaded to the device of the Client.
- by placing a file in the Mobile Application.
- via e-mail, in the form of a pdf. file with the wording of the GCTC.

3.7.2. in a paper form – at the registered office of the Lessor; when entering into a Contract on paper, the Client is presented with a copy of the GCTC.

IV. Consumer Protection

4.1. The Lessor communicates the following information to all Clients:

- The identity and contact details of the Lessor are presented in the introductory part of this GCTC and at the Website;
- Designation of the Gekkon Services and a description thereof are presented at the Website and in the Mobile Application.
- The Rates are specified in the price list located at the Website and (or) in the Mobile Application. The Rates for the Gekkon Service and the Price include the value added tax and the Client does not pay any other taxes or fees in connection with them.
- The payment method is described in Article VIII of this GCTC.
- The costs of provision of the Gekkon Services are included in the Price and no further costs are billed; however, the Client covers the costs of its Internet connection and of telephone or SMS communication according to the tariffs of mobile operator .
- In the case that the provided Gekkon Services are contrary to the Contract, the Client has the rights arising from defective performance as laid down in paragraph 4.2 of this article.
- Data on duration of the obligation arising from the Contract and the possibilities of terminating thereof are presented in paragraph 4.3 of this article and in Article XI of this GCTC.
- The Client has the right to contact the Consumer Protection Board with complaints that fall with the scope of its power. Office of the Consumer Protection Board:

Address: 20 Rattthaprasat Phakdi Building, 5th Floor, Government Complex Commemorating His Majesty the King's 80th Birthday December 5, 2007, Watthana Road, Bangkok 10210

Email: consumer@ocpb.go.th

Telephone: 1166

Web: <https://www.ocpb.go.th/>

A consumer may use the foregoing address to submit a proposal for an extra-judicial resolution of disputes and may also use the platform for the resolution of disputes online, which has been established by Consumer Protection Board at <https://complaint.ocpb.go.th/>.

- The Contract may only be concluded in Thai or in English.
 - The technical steps leading to the conclusion of the Contract are described in Article III of this GCTC.
 - Before confirming the registration of the User Account of the Client, the Client has the opportunity to check the submitted data and rectify any errors.
- 4.2. The Client may exercise the rights arising from any defective performance of the Gekkon Service according to the relevant provisions of the Civil and Commercial Code.
- 4.3. The Vehicles are available for immediate use after entering into each individual sub-contract, which is the main feature of the Gekkon Service. By entering into an individual hire contract, the Client requests such immediate availability of a Vehicle and for this reason takes note of and agreed that it may not withdraw from a sub hire contract in accordance with Section 386 of Civil and Commercial Code. The Client may withdraw from the Contract within 14 (fourteen) days from entering into such Contract, according to Article XI of this GCTC. Not even in the case of termination of the Contract within such 14 (fourteen) day time limit does the Client have the right to require refund of the Price paid for the hire during that time limit, in accordance with Section 391 of Civil and Commercial Code. Withdrawal may be executed in the form and using the methods of communication laid down in Article XI of this GCTC.

5. Notifications

5.1. Any information concerning the Contract shall be communicated to the Client in one of the following ways:

- by sending a written notification to the e-mail address specified by the Client in the User Account; or
 - by sending an SMS to the Contact Number specified by the Client; or
 - by sending Push-notifications in the Mobile Application; or
 - following the instructions notified via telephone to the Contact Number; or by sending documents to the postal address or address of the Client.
- 5.2. The Client is aware that the Lessor has the right to call and send to the Contact Number of the Client Push-notifications, voice and SMS messages of an informative nature which contain information on the amount of current and overdue claims arising during the performance of this Contract by the Client, other information concerning the services provided to the Client and information about any amendment to the terms and conditions of the Contract and this GCTC.

- 5.3. If the Client is outside the territory of the Kingdom of Thailand or uses as its Contact Number and for the purpose of receiving SMS services and (or) Authorization Codes a telephone number of a mobile operator that is not registered in the Kingdom of Thailand, the particularities of operation of the systems of mobile operators increase the risk of late receiving or not receiving the SMS messages sent by the Lessor to the Client. The Client is informed of this risk, is fully aware of it and takes it into account when travelling abroad and when specifying its mobile telephone number to the Lessor as its Contact Number and for the purpose of receiving SMS messages and (or) Authorization Codes.

VI. Gekkon Software

6.1. The Client acknowledges that the Gekkon Software is continually being improved, and for this reason, technical difficulties concerning its proper functioning may arise from time to time.

6.2. The Gekkon Software is proved “as it is”. The Lessor does not provide any guarantees that the Gekkon Software will be flawless, functional, or fully available or that it will meet the requirements or expectations of the Client. The Client uses the Software at its own risk. The Lessor does not assume any accountability for the fact that the Gekkon Software does not meet any expectations of the Client.

6.3. The Lessor is not accountable for the functioning of the device which the Client uses when working with the Gekkon Software.

6.4. The Client is aware that, for the purposes of the Contract and for ensuring the security of the Gekkon Software and the leased Vehicles, the Mobile Application must use data about geolocation of the Client (navigation data) and undertakes to ensure provision of the relevant data.

6.5. The Client agrees that the data of the Gekkon Software (including the navigation systems), in conjunction with data on the operations at the User Account of the Client, is sufficient for identifying the person of the Client to whom the relevant User Account of the Client has been assigned at the moment determined by the Gekkon Software (including the Term of Hire, the use of certain Rates, monitoring the movement, etc.).

6.6. The Client also acknowledges that if using the Gekkon Service outside the territory of the Kingdom of Thailand, its Personal Data shall also be used by the competent representative of the Lessor in the relevant country for the purpose of providing the Gekkon Service. Further details regarding processing of your Personal Data and the use thereof may be found at the Website.

6.7. Details concerning using of the Gekkon Software are set in the Conditions for use of the Gekkon Software.

VII. Rights and Obligations of the Parties

7.1. The rights of the Client (when the User Account of the Client is not blocked):

7.1.1. to demand that the Lessor fulfils its obligations arising from the Contract and this GCTC;

7.1.2. to use the hired Vehicle in accordance with the terms and conditions of the Contract and this GCTC and the requirements of the Legal Order;

7.1.3. to reserve and hire from the Lessor any available Vehicle (indicated as available in the Mobile Application) located in the best accessible place for the Client, in the manner laid down in this GCTC.

7.2. Obligations of the Client:

7.2.1. to submit to the Lessor when entering into a Contract a driving license, Proof of Identity, other documents (including the cases when this is laid down by the terms and conditions of using a particular discounted Rate) and the information that must be completed upon Registration of the Client. The documents must be legible, without light reflection, with all clearly legible data;

7.2.2. to receive, in accordance with the Contract and the GCTC, and to carefully use the Vehicle in strict compliance with its purpose, aim, requirements and the terms and conditions laid down in the Contract, the GCTC and the annexes thereto, the instructions and recommendation of the Lessor, the Rules for Payment of Damages by the Lessor laid down in the GCTC or at the Website, to take measures in a timely manner to prevent and avoid damage to the Vehicle and the occurrence of loss or damage to the property of Third Parties;

7.2.3. to drive a Vehicle in person alone (if the Client is a legal person, then by the Client of the registered person alone);

7.2.4. to ensure that a Vehicle is locked, to check for presence of the documents located in the Vehicle or on the Vehicle from the time of receiving until the time of returning the Vehicle, in accordance with the terms and conditions of the Contract and the GCTC;

7.2.5. to adhere to PSP and the other requirements of the Legal Order when using the Vehicle; not to use the Vehicle for driving lessons, towing, racing/competitions, driving off-road and on unpaved roads, testing or trials or transporting non-suitable cargo;

7.2.6. to pay the hire charge and payments for reserving a Vehicle (Price) in a timely manner in accordance with the terms and conditions of the Contract and the GCTC, to pay the other payments laid down by the Contract, the GCTC and other documents (including Penalties, administrative penalties or any compensation for the damage caused), to make sure there are sufficient funds on the payment card assigned to the User Account of the Client to pay the hire charge and other payments according to the Contract and the GCTC;

7.2.7. at the end of using the Vehicle, to return it to the Lessor in due technical condition in the manner laid down in this GCTC and make pictures of such due technical condition of the four sides of the Vehicle (i.e., from the front, back, left and right) proving such due technical condition that the Client must upload to the Mobile Application;

7.2.8. perform a private visual check of the technical condition of the Vehicle to be rented and make pictures of such due technical condition of the four sides of the Vehicle (i.e., from the front, back, left and right) proving such due technical condition that the Client must upload to the Mobile Application; If discovering any visible damage to the Vehicle (outside and inside the Vehicle, including stained interior) before commencing the hire of the Vehicle, to communicate this to the Lessor by telephone using the number of the Client Service as specified at the Website and to send photographs of the damage to or staining of the Vehicle to the Lessor by e-mail at: info@gekkon.me. Notification of damage to the Vehicle may be done in other ways specified by the Lessor, including those which are specified at the Website or in the Mobile Application. The Client acknowledges that in the case of a failure to fulfil this obligations, the Lessor may

reasonably assume that such damage, staining, etc. originated during the Term of Hire by the Client and shall be charged to the Client. Acceptance of a Vehicle by the Client means fulfilment of the obligations laid down in subparagraph 7.4.1 of the GCTC by the Lessor;

7.2.9. to immediately (as soon as physically possible) notify the Lessor by telephone, on the telephone number of the Client Service (or in the other ways specified by the Lessor, including those which are specified at the Website or in the Mobile Application) of an unauthorized use / theft of the Vehicle, of any damage to the Vehicle, defects or faults to the Vehicle, a Road Traffic Accident, the demands or claims of any Third Parties concerning the Vehicle or connected with the Vehicle driving, of incidents in which the Vehicle is involved, of incidents which the Client is obliged to report in accordance with the GCTC and the annexes thereto, of incidents and situations which could result in a damage to the Vehicle, of a loss of the authorization to drive the Vehicle, of a loss or impairment of the fuel card/cards, the proof of the motor Third Party liability insurance, the license plate of the Vehicle, the certificate of registration of the Vehicle, other documents which accompany the Vehicle or the mandatory equipment or a part thereof and to communicate reliable information about the situations listed above and to respect the instructions of the Lessor and the requirements of the Legal Order;

7.2.10. to follow the instructions of the Lessor and the Rules for Payment of Damages by the Lessor in the case of a Road Traffic Accident and (or) other loss event in accordance with the Rules for Payment of Damages by the Lessor;

7.2.11. in the case of a Road Traffic Accident when an injury was caused, immediately notify the Royal Thai Police and the rescue service (at the single emergency number 191 or at lines 1669 and 1137 and further proceed according to sub-paragraph 7.2.9. of the GCTC);

7.2.12. to be present in person (or to authorize a representative in the manner laid down by Legal Regulations) when assessing the matters associated with handling a Road Traffic Accident by the Royal Thai Police or insurance companies;

7.2.13. to deal with (sign, confirm, initial) and receive (including from the Royal Thai Police) the required documents which must be compiled in the cases laid down by Legal Regulations and the Rules for Payment of Damages by the Lessor, mainly the Road Traffic Accident Report or other documents which are required.

The Client undertakes to hand over the duly compiled, valid documents specified in subparagraph 7.2.13 the GCTC (originals or officially authenticated copies) to Application of the Lessor according to the instructions of the Client Service, however in any case within 24 hours after compilation or acceptance thereof from Third Parties.

7.2.14. to immediately notify the Client Service of the Lessor in the case of Vehicle Towing or immobilization of the Vehicle during the Term of Hire and outside the Term of Hire if caused by an action (neglect) of the Client. A Client whose action (neglect) led to Vehicle Towing or immobilization of the Vehicle is obliged (1) to ensure the return of the Vehicle from the tow car park or ensure termination of the Vehicle immobilization within the time limit determined by the Lessor in accordance with the procedure laid down by Legal Regulations and (2) to ensure its involvement in compiling and issuing a record of towing and (or) immobilization of the Vehicle which is an annex to the official record of an offence (if written up in the presence of the Client), and the official record itself. This obligation is imposed on the Client in the case that the Client learns of Towing or immobilization of the Vehicle from the Lessor. In such case notification of the Vehicle Towing to the Client is a right, but not an obligation of the Lessor. To supplement

fuel to the Vehicle in the specified cases. After collecting a Vehicle from a special parking lot, the Client shall park the Vehicle at the place specified by the Lessor. The Client is obliged to return the Vehicle within the time limit specified by the Lessor. If the Vehicle is collected by an employee of the Lessor, the Client shall pay the Lessor, in full, all costs expended by the Lessor, including the costs of transporting the Vehicle with the use of a towing vehicle, compilation or reception of the documents required for the Vehicle return in accordance with Legal Regulations and the costs of parking the Vehicle at the impound lot. The Client shall be exempted from paying the Penalty laid down in Annex 1 of this GCTC in the case that, within the time limit set by the Lessor, the Client (1) ensures the release of the Vehicle from the impound lot, (2) pays the costs of the towing service, (3) pays the costs of parking the Vehicle at the impound lot, (4) presents to the Lessor documents which confirm payment of the services specified in this paragraph and (5) pays the Lessor any damage incurred to the Vehicle in connection with Towing/immobilization. Refusal to hand over the Vehicle by the employee of the impound lot shall not relieve the Client of the obligation to pay the Penalty;

7.2.15. if required by government authorities of the Kingdom of Thailand, the Client is obliged, not later than within the time limit specified by the Lessor and (or) Legal Regulations, to personally (or through a representative authorized by the Client by means of a power of attorney) appear at the relevant government authority which issued such a requirement. Save the cases in which the Client was present in person upon compilation of the documents in which it is required that the Client appears at the relevant government authority in person, the Lessor shall inform the Client of the need of such visit not later than the business day following the date on which the Lessor learns of such a requirement.

7.2.16. to end the hire of the Vehicle with a sufficient amount of fuel in the tank which means that the fuel level light is not lit;

7.2.17. to take appropriate measures to secure its User Account in the Mobile Application, including the name of the Client/user, the Login Name and the Authorization Code, against any unauthorized use by other persons and to immediately inform the Lessor in the case that it discovers such misuse. Initiation of an unauthorized use means the moment when the Client receives any information allowing to come to the conclusion of a possible unauthorized use of the data independent of the Client's will;

7.2.18. to inform the Lessor in the case of a change to the mobile telephone Contact Number and other data;

7.2.19. to use the Website and the Mobile Application of the Lessor only for personal, noncommercial purposes;

7.2.20. not to use any technology and not to undertake any activity which could damage the Website and (or) the Mobile Application, the interests and (or) the property of the Lessor;

7.2.21. following the end of the Term of Hire, to leave the Vehicle in accordance with the terms and conditions of the GCTC with a set of documents (certificate of registration of the Vehicle, document of motor third party liability insurance), mandatory equipment, all accessories and additional equipment, keys to the Vehicle and special equipment, which were in the Vehicle at the time of acceptance of the Vehicle by the Client. If there is no access to the GPS system and (or) to the Internet and (or) to mobile communication at the expected place of returning the Vehicle, the Client undertakes to park the Vehicle at a place where access to the GPS system and (or) to the Internet and (or) to mobile communication is available;

7.2.22. to replenish fuel in the Vehicle in the cases and in the manner laid down in the GCTC and the annexes thereto;

7.2.23. to ensure the security of its property;

7.2.24. not to perform any modifications of the Vehicle or change its features;

7.2.25. to fulfil other obligations laid down by the Contract, the GCTC and the annexes thereto and arising from the nature of the obligations laid down in the GCTC and in the Contract.

7.2.26. The Client may not alter any properties, make adjustments leading to the improvement/deterioration of the condition of the Vehicle, mount (dismount) any facilities or apparatus in the Vehicle, carry out repairs (irrespective of the level of difficulty) or organize this to be done by Third Parties.

7.2.27. The Client is not authorized to sell, provide as security, deposit or alienate the Vehicle in any other way, assign or transfer the right of use of the Vehicle provided to the Client to a Third Person, or any other rights arising from the Contract.

7.2.28. The Client must not drive the Vehicle into garages or underground parking lots.

7.3. Rights of the Lessor:

7.3.1. to demand that the Client fulfils its obligations arising from the Contract, the GCTC and the annexes thereto;

7.3.2. to determine the procedure for an access of the Client to the Vehicle for the purpose of ensuring the security of the Vehicle of the Lessor and controlling due adherence to the GCTC;

7.3.3. to check, at any time, assurance of the security of the Vehicle as a property, the technical condition of the Vehicle and adherence by the Client to GCTC;

7.3.4. should the Lessor decide that there is a risk involved in further use of the Vehicle, it is authorized to terminate the Term of Hire of the Client, inter alia, by providing another Vehicle to the Client;

7.3.5. to use a copy of the signature of an authorized person of the Lessor (using mechanical or other means of copying) in any document which is electronically signed by the Client. The Parties recognize the legal force of such documents;

7.3.6. to directly debit the following amounts from the payment card assigned to the User Account of the Client (undertake the transfer of funds) without obtaining an additional consent of the Client:

- payment of the hire charge, fees for reserving the Vehicle and other payments charged in accordance with the Contract and the List of Tariffs, including Penalties and administrative costs;
- postage, telegraphic and other costs and expenses of the Lessor incurred when sending communications, notifications and documents to the Client in connection with a breach or an improper performance of the Contract;

- damages, including cases in which the scope of damage is determined by the Lessor, the debt of the Client towards the Lessor ensuing from the Contract and from any other obligations arising as a consequence of causing damage based on other grounds laid down by Legal Regulations and compensation for the costs of the Lessor incurred by the Lessor in consequence of the action (neglect) of the Client in connection with the Contract and/or of the GCTC;
- other amounts in the cases laid down by Legal Regulations and by agreements between the Lessor and the Client;

7.3.7. when suspecting unconscionable action by the Client (including, although not exclusively, provision of false information, inability to debit funds, etc.), to block the possibility of using the Gekkon Service by the Client, in full or in part, without being obliged to inform the Client of the reasons for such blocking;

7.3.8. to assign the rights and obligations arising from this Contract to Third Parties and to involve Third Parties in the performance of the individual activities of the Lessor arising from the Contract, inter alia, pursuant to a Contract of assignment. The Client shall be informed of this circumstances at the discretion of the Lessor in accordance with the relevant provisions of the Legal Order;

7.3.9. to make audio records of communication with the Client (including an audio recording of telephone calls) in the case that such communication is connected with the performance of the Contract;

7.3.10. prepare pro the Clients and organize marketing campaigns based on providing more suitable conditions for using of the Gekkon Services as specified by the Lessor, the details of which are always available at the Website and (or) in the Mobile Application.

7.3.11. All Bonuses earned by the Client are valid for a period of 90 days from the Client's last completed trip or from the Client's Registration, except for TOP UP Bonuses which are not subject to this validity limitation.

7.3.12. The Lessor has other rights laid down by the Contract, the GCTC and the annexes thereto and arising from the nature of the obligations under the Contract.

7.4. Obligations of the Lessor:

7.4.1. to provide the Client with a Vehicle in a good technical condition which complies with the requirements for the operation of Vehicles, complete and operational, with the required documentation (certificate of registration of the Vehicle, proof of arrangement of motor third party liability insurance); handover of the listed documents is not confirmed by any additional documents and is performed at the same time as acceptance of the Vehicle for use;

7.4.2. to cover the costs of maintaining the Vehicle, the motor third party liability insurance and other expenses incurred in connection with operation of the Vehicle for the purposes laid down in the GCTC;

7.4.3. to provide the Client, by way of publication at the Website and in the Mobile Application, with information about the Vehicle, types of Vehicles, technical characteristics (at the discretion of the Lessor), Rates;

7.4.4. to ensure, on time and at its own expense, technical inspections of the Vehicle in accordance with Legal Regulations;

7.4.5. to stock the Vehicle with fuel and lubricants (petrol, oils, etc.) at its own expense – for the Vehicle use by the Client. When a Vehicle is filled with fuel by the Client with the use of a fuel card/fuel cards of the Lessor or, in extraordinary cases, by the Client with its own funds, the Lessor may provide bonus points. The Lessor shall not refund the costs of the Client if filling of the Vehicle with fuel is conducted in cash.

Where a Party has not exercised any of the rights awarded to it by the Contract and the GCTC, such rights are not forfeited and the Party is authorized to exercise such rights in the future.

VIII. Price of Gekkon Services and Terms of Payment

8.1. The Client pays the Lessor the Price, which comprises the hire charge for the use of the Vehicle, including use within the Waiting regime, amounts for Reservation of a Vehicle and other fees and which is calculated according to the applicable Rates and which includes the applicable VAT. The Client does not bear the costs of use of the parking place only in the cases when the Vehicle is left (brought to a standstill, parked) in accordance with the Territorial Restrictions when using the Vehicle.

8.2. The hire charge, including the use of the Vehicle within the Waiting regime, and the amounts for Reservation of a Vehicle are specified in the valid Rates of the Lessor, unless provided otherwise in the Contract and in this GCTC. Calculation of the Price of the Gekkon Services carried out at a time of change of the Rates is conducted pursuant to the Rates valid at the instant of commencement of the Term of Hire or Reservation. The resulting amount of the Price is rounded up to two decimal places.

8.3. Payments pursuant to the Contract are made by debiting funds from the payment card assigned to the User Account of the Client via a partner bank to the Lessor or by means of regularly issued invoices (at the end of every calendar month or in the case of exceeding the set limit) for the Clients who have concluded a Contract with the Lessor in accordance with paragraph 3.1. (c) of GCTC.

8.4. After receiving an Authorization Code and opening restricted access to the services of the Website and the Mobile Application, the Client may assign its payment card from which funds shall be debited as payments according to the Contract and the GCTC for the services of the Website and the Mobile Application. It is only permitted to use payment cards from the payment systems which enable payments over the Internet. The Client ensures the option to make payments over the Internet itself via the bank that issued the payment card.

8.5. When registering at the Website or in the Mobile Application, the system of the Website (Mobile Application) is integrated with the payment card of the Client, by way of which debiting of the funds from the payment card of the Client for payment of the obligations arising from the Contract and the GCTC is allowed.

8.6. Funds are debited from the payment card of the Client assigned to the User Account of the Client solely in accordance with the Rates of the Lessor and the other terms and conditions of the Contract and of the GCTC, including the annexes thereto. The funds are debited when the Lessor has a reason to debit them in accordance with the Contract and this GCTC, including: the end of the Term of Hire, reaching the amount of at least THB 300 for the hire of the Vehicle during the

Term of Hire or the Waiting regime, receiving information about a breach of the terms and conditions of the Contract by the Client, compensation for loss or damage and other cases laid down by the Contract and this GCTC. The Client is notified by the Lessor of debiting of the funds in all cases, save debiting of the funds for payment of the hire charge (including payment for the reservation of a Vehicle), provided that the Client is not in breach of the Contract and of this GCTC. Information regarding the payments made is also provided at the User Account of the Client in sections “Payment history” or “Journeys”.

8.7. Debiting of the funds for the Vehicle use may be conducted following the end of the Term of Hire of a Vehicle or in individual parts during the Term of Hire of the Vehicle.

8.8. Debiting of funds for the use of the Vehicle in accordance with the Rates available at the Website and in the Mobile Application, which specifies payment in advance or another method of payment other than the method specified in the first paragraph of this article, is carried out prior to the commencement of the Term of Hire or in another way specified in the Rates.

8.9. Where there are insufficient funds on the payment card assigned to the User Account of the Client, the Lessor shall inform the Client of this fact by displaying information to that effect in the User Account at the Website and in the Mobile Application and when any attempt is made for a hire or Vehicle Reservation and The Lessor shall also ask the Client to replenish the funds. Cases of refusal a payment:

- the payment card of the Client is not intended for making payments over the Internet;
- there are insufficient funds at the account of the Client to cover the payment card. The Client must contact the bank which issued the card to ascertain details about availability of the funds on the payment card;
- data regarding the payment card is incorrectly entered;
- validity of the payment card has expired. The validity of the payment card is generally indicated on the front side of the card (month and year of the card expiration). The Client must contact the bank which issued the card to ascertain details about the payment card validity.

8.10. The Client may use the telephone number of the Client Service or the e-mail address info@gekkon.me with questions to concern payment using a payment card and with other questions related with the operation of the website of a partner bank.

8.11. The Client provides its unreserved consent to drawing of the funds deposited at the payment card assigned to his User Account of the Client for the use of the Vehicle and to make other payments according to the Contract and the GCTC (including Penalties and other payments to the Lessor) without the need for any other special consent. Debiting of the funds is permitted by the Client in full or in parts, at the discretion of the Lessor.

8.12. Where there are insufficient funds on the payment card assigned to the User Account of the

Client or it is not possible to debit the funds from the payment card for a different reason, the Client undertakes to pay for the hire and (or) reservation of the Vehicle not later than within 24 hours of the instant of ending the use of the Vehicle (in the case of a delay in payment according to the Rates for the use of the Vehicle) or of the instant of delivery of the relevant notification/first debiting of funds (for other payments). In such case the Client undertakes to ensure enough funds on the payment card to cover a direct debit.

- 8.13. Where the Client fails to fulfil the obligations laid down by the Contract and the GCTC, the Lessor may send the relevant information (including the Personal Data of the Client) to the court and/or to Third Parties which the Lessor may involve in the recovery of its claims after the Client.
- 8.14. All sales of services are final and no refunds or deposits for services will be made unless otherwise stated in this Agreement.
- 8.15. The Client is authorized, in the case of mistaken debiting of funds from the payment card assigned to the User Account of the Client, to contact the Lessor at the e-mail address info@gekkon.me and to complete an application for a refund of funds in the form specified by the Lessor, with an attached copy of Proof of Identity and documents which confirm the mistaken debiting (receipts, statements of account). The Lessor shall send such application to the partner bank not later than on the next business day following the date of receiving the application, save in the cases when the funds of the Client were debited in accordance with the Contract and the GCTC. The Client may send the relevant application by e-mail to info@gekkon.me, subject to agreement with the Lessor, through the e-mail of the Client specified in the User Account. The partner bank of the Lessor shall refund the funds into the bank account of the Client specified in the application for a refund of funds within 30 (thirty) business days of receiving the application with an attached copy of Proof of identity of the Client by the partner bank of the Lessor. The procedure involved in refunding the funds is governed by the rules of international payment systems. Refunds of the funds in cash is not permitted.
- 8.16. A payment service with the use of the Internet in accordance with the Contract and the GCTC is conducted through the partner bank of the Lessor in accordance with the rules of international payment systems and the principles of ensuring confidentiality and security of the made payments with use of modern methods of authentication, encryption and data transmission via closed channels of communication. Submission and processing of data regarding the payment card of the Client is carried out at a secure payment site of the partner bank or an organization engaged by that bank providing payment services.
- 8.17. The Contract / GCTC or individual marketing campaigns of the Lessor may provide Clients with the opportunity to win a prepaid use of the Gekkon Service. This marketing campaigns are regularly published at the Website and in the Mobile Application. The Client also has an opportunity to conclude an individual Contract with the Lessor in which they may agree on the conditions that diverge from the GCTC and the annexes thereto.

IX. Term of Lease

9.1. The Term of Hire of a Vehicle is measured in seconds and starts running by pressing the button "Hire" by the Client in the Mobile Application. The Term of Hire is determined by the actual time of use of a Vehicle by the Client (during the Term of Hire). Incomplete minutes are rounded up to whole minutes.

9.2. The hire of a Vehicle also ends in the cases laid down in subparagraph 7.3.4 and 7.3.7 of this GCTC, in the case of an unauthorized use/theft of the Vehicle, subject to agreement with the Client Service, if the Client adheres to the terms and conditions laid down in subparagraph 7.2.9

of this GCTC in the matter of informing the Lessor, and in the other cases laid down in the Contract and in this GCTC.

X. Responsibility

10.1. The Parties are liable, in the case of a breach or non-performance of the Contract, in accordance with the Contract and the GCTC and, in matters not regulated herein, in accordance with Legal Regulations.

10.2. Where the Client fails to adhere to any obligations of the Client laid down by the Contract and the GCTC or arising from the Contract and the GCTC and if there is a need to communicate relevant information to the Client, the Lessor is authorized to contact the Client using any available means of communication (including the Contact Number) using the information about the Client which the Lessor has available.

10.3. Where the Client has a debt towards the Lessor for a provided Gekkon Service according to the Contract and this GCTC for longer than 24 hours or more than 600 THB , the Lessor is authorized to withdraw the Vehicle from the Client subject to fulfilment of the obligation to notify the Client of such measure over the phone (which he has to attempt at least two times) with use of the Contact Number and if necessary, to take measures to discontinue the Vehicle use by the Client. In such case the Lessor is not accountable for security of the movable things of the Client located in the confiscated Vehicle – the Client shall take measures to ensure security of its property on its own.

10.4. The Client undertakes that it shall, in the case of a breach of or failure to fulfil the terms and conditions of the GCTC, pay a Penalty/Penalties to the Lessor in the amount determined by the System of Penalties and shall also pay in full any damage and other losses incurred by the Lessor as a result of a breach of or failure to fulfil the terms and conditions of the GCTC. Outstanding amounts, caused damage, Penalties and amounts for administration are summed up.

10.5. The amount of excess subject to payment by the Client in favor of the Lessor, if there are reasons for this according to the Contract, may not exceed the amount set in the applicable Rates for each case of damage to a Vehicle. This restriction does not apply to the following cases (when the Client is obliged to pay any damage caused to the Vehicle to the Lessor in full), as well as a Penalty in compliance with the System of Penalties:

- i. the Client breached the obligations laid down in subparagraphs 7.2.8 through 7.2.16 of the GCTC, including the obligations related with the damage caused to the Vehicle, inter alia, in the case of a Road Traffic Accident;
- ii. in the case of an unauthorized disconnection from or damage to the localizer (GPS device) in the Vehicle;
- iii. in the case of failure to submit or late submission of the documents or failure to fulfil the requirements laid down in subparagraphs 7.2.9 through 7.2.16 of the GCTC;
- iv. in the case that the Client:
 - drove the Vehicle under the influence of alcohol, toxic and narcotic substances or medication following the use of which the driver must not drive a motor vehicle or his/her ability to drive a vehicle might be impaired;

- when driving the Vehicle, refused to undergo a test for the presence of alcohol, toxic and narcotic substances;
 - drove the Vehicle at the time when his/her ability to drive the Vehicle was impaired due to his/her health condition;
 - handed over driving of the Vehicle to a person who was not allowed to drive a motor vehicle or was under the influence of alcohol or other addictive substances or whose ability to drive the Vehicle was impaired in consequence of his/her medical condition or use of medication.
- v. during the Term of Hire damage was willfully caused to the Vehicle without this having occurred in consequence of a Road Traffic Accident, i.e., in the cases when the Client was aware of the negative consequences of its acting (neglect), foresaw such consequences and wished them to happen or consciously allowed them or approached them with indifference;
- vi. a breach of paragraphs 2.5 or 2.7 or subparagraph 7.2.3 of the GCTC was caused during the Term of Hire;
- vii. if damage to the Vehicle occurred as a consequence of prohibited overtaking, prohibited driving over a railway crossing, reversing, turning or driving on the motorway on the wrong side of the road, in the case of an accident resulting in death or serious harm to health, fleeing from a road traffic accident, exceeding the maximum speed limit in a municipality by 20 km per hour and outside a municipality by 30 km per hour and more;
- viii. in the case of leaving the Vehicle in a situation which could lead to damage to the Vehicle, unauthorized use, theft of the Vehicle or things from the Vehicle, or another illegal action in relation to the Vehicle, including leaving the Vehicle with running engine (ignition on), open windows/door/boot/bonnet;
- ix. in the case that the Client is obliged to pay a penalty for failure to pay (delayed payment of) any outstanding amounts and compensation of the costs of the Lessor expended in connection with recovery of any debt unpaid by the Client following expiration of the time limit specified in the notice of debiting or in the request for payment of a debt (claim): the costs of extra-judicial settlement, court costs, including the engagement of external experts, legal, tax and other consultation of Third Parties (legal and (or) consultancy services), postage and other similar expenses in compliance with the Legal Order.

The amount of excess may also be proportionately increased in the case of a breach of any obligations arising from the Legal Order, the Rules for Payment of Damages by the Lessor or this GCTC.

- 10.6. The Client shall cover the damage (save the exceptions expressly defined by the Contract and the GCTC) which the Lessor incurred in consequence of a breach of the GCTC, the Legal Order and the provisions of the Contract by the Client during the Term of Hire of a Vehicle if such damage is caused by the action (or inactivity) of the Client, including (although not exclusively): Penalties, fines, including sanctions imposed by government bodies as administrative sanctions or as punishment for crimes and (or) offences, for a breach of PSP, parking rules, other requirements of the Legal Order which regulate the matters of road traffic safety, or related with use of the Vehicle by the Client, or arising from the use of the

Vehicle by the Client; damage related with the condition of the hired Vehicle at the instant of return, including any in consequence of excessive wear-and-tear; the costs of towing the Vehicle; the costs of parking the Vehicle at an impound lot or area when it may reasonably be anticipated that it concerns a paid parking lot or area; the costs of the Lessor for the payment of liabilities to Third Parties incurred in relation with the action (inactivity) of the Client breaching the terms and conditions of the Contract, the GCTC and (or) the Legal Order; the services of a surveyor, an expert, expert and other organizations – in relation with conducting surveys, valuations; legal services; consultancy services; fees charged by organizations (including banking and credit organizations) for the payment of funds which constitute expenses under this paragraph by the Lessor; the costs associated with the claims of Third Parties in connection with the use of the Vehicle by the Client; financial compensation for the administration (paragraph 10.15 of the GCTC, billed, inter alia, for finding and processing identification of the Client, generating and sending notices of breach to the Client) of the Penalties, payments and other fees and damage (save the payments connected with lost profit).

- 10.7. All payments, expenses, and Penalties (Prices) are made in accordance with paragraphs 8.3 through 8.15 of the GCTC. In the case of an improper fulfilment of the obligations laid down in this paragraph by the Client (for example, insufficient funds in the bank account of the Client, etc.), the Lessor is authorized to charge the Client a Penalty. Calculation of the Penalty commences on the date when the Client fails to fulfil the requirements laid down in paragraph 8.12 of the GCTC.
- 10.8. The Client carries the risk of the theft, destruction or damage of the Vehicle, the component parts thereof, apparatus and/or equipment, the causing of damage to Third Parties, other vehicles or objects, including any damage incurred without the intent of the Client (accidentally or out of negligence) from the commencement of the Term of Hire to the end of the Term of Hire in cases when the action (inactivity) of the Client is the cause of occurrence of the specified negative consequences, including parking the Vehicle contrary to the Contract and the GCTC or at a place or under the circumstances in which the Vehicle could suffer damage, and following the end of the Term of Hire if the specified risks are not covered by the terms and conditions of the Rules for Payment of Damages by the Lessor .
- 10.9. Should the acting (neglect) of the Client lead to a refusal to pay out the benefit according to the Rules for Payment of Damages by the Lessor (including late, incomplete or incorrect completion of the documents regarding a Road Traffic Accident, failure to execute the acts which are mandatory in such cases in accordance with Legal Regulations and Rules for Payment of Damages by the Lessor), the Client is obliged to compensate the Lessor for all costs which the Lessor incurs in connection with such circumstance.
- 10.10. The Client is not liable for:
 - any damage caused to the Vehicle without a fault of the Client, as witnessed by the relevant official records of the competent government authorities or a judicial decision, and not involving the cases specified in paragraphs 10.5, 10.6, 10.8 or 10.9 of this GCTC;

- damage or loss caused in consequence of the theft of the Vehicle on the condition of due performance of the requirements of the Contract the GCTC concerning the return of the Vehicle to the Lessor by the Client and not involving the cases specified in paragraphs 10.5, 10.6, 10.8 or 10.9 of this GCTC.

The Client independently ensures the collection and timely provision to the Lessor of evidence that the Client was not at fault.

10.11. The Lessor and (or) the owner of the Vehicle shall pay the administrative penalties for any breach of the Legal Order in the case of offences recorded by control and measuring means of technology and apparatus working in the automatic regime (“Automated Means”) and the penalties which are imposed directly on the Lessor or on the owners of Vehicles, at their own discretion, as the persons on whom a decision is issued in the case of an administrative offence.

Receipt of information (decision on an administrative offence and evidence of payment of a penalty according to the set template or in the information databases) of commitment of an administrative offence and imposition of an administrative penalty during the Term of Hire of the relevant Vehicle by the Client forms the basis for collecting the above amounts from the Client for the purpose of subsequent payment of a penalty (or reimbursement of a paid penalty) imposed on the Lessor or the owner of the Vehicle.

The Client must pay the amount charged to the Lessor in compliance with this article of this GCTC. After the Client has paid the specified amounts, the Client is relieved of any claims by the Lessor concerning the applicable penalties imposed on the Lessor or the owner of the Vehicle.

The Lessor will process penalties and send the relevant notifications in an order, i.e., with consideration of the date of receipt of the information of imposition thereof (notifications of penalties dated earlier are sent first).

10.12. Any of the following conditions will represent sufficient and unconditional ground for determining the Client as the person having committed an offence (including damage, unauthorized use, theft, breach of PSP, other requirements of legislation and the Contract) and as being obliged to pay the amounts specified in paragraph 10.6 of the GCTC:

- the existence of an official record of the Royal Thai Police (confirmation of a Road Traffic Accident (if used), decision in the case of an administrative offence and other similar documents) which record the circumstances of the incident and testify to the breach of the terms and conditions of the Contract, the GCTC and (or) the Legal Order during the Term of Hire of that Client; and (or)
- information that the Client was the last person to have used the Vehicle prior to the discovery of the offence (including damage to the Vehicle, unauthorized use, theft, breach of PSP, other requirements of the Legal Order, the Contract and the GCTC) or before transfer of the Vehicle to an impound lot or area or immobilization of the Vehicle;
- the existence of the written conclusion of the Lessor in the case of (1) damage to the Vehicle (without causing damage Third Parties), (2) documents and/or fuel cards and/or equipment located in the Vehicle at the time of commencing the hire (including destruction, loss, damage, etc.).

Information obtained with use of the software of the Lessor controlling the hires of Vehicles by the Clients is sufficient for the purposes of applying this article.

10.13. Damage to the Vehicle caused due to non-standard operation of the Vehicle are as follows:

- mechanical damage to any element of the suspension, drive train, braking system, engine, gears, exhaust system, tyres, rims, wheel covers or to other elements and systems;
- mechanical damage to any element of the body, glass or lights;
- mechanical damage to the interior, boot and/or luggage space;
- damage to parts of the engine, gears, undercarriage, steering, fuel system, cooling system, air-conditioning system, bodies, apparatus and control elements, safety systems and other systems in the Vehicle if caused due to a breach of the rules of operation specified by the manufacturer of the Vehicle or by improper handling by the Client;
- damage caused by prohibited operation, as defined by the manufacturer of the Vehicle, the GCTC or the Contract;
- other faults incurred as a consequence of a breach of the terms of operation set by the manufacturer of the Vehicle and confirmed by the service station determined by the Lessor or by an independent expert.

10.14. The amount of loss of the Lessor caused by the inability to use the Vehicle on account of a breach of the provisions of the Contract or the GCTC by the Client is calculated as the number of minutes when the Vehicle cannot be used as a result of such breach of the Contract or the GCTC (for example, from the instant of towing a Vehicle to the moment of collecting the Vehicle from a special parking lot or area) multiplied by the costs of keeping the Vehicle in the Waiting regime in accordance with the general rate specified in the applicable Rates.

10.15. The administrative costs of the Lessor for any administrative penalties, enforcement of damage compensation, indemnification and other payments shall amount to 10% (ten percent) of the total amount billed for administration of such payments. When enforcing compensation of any damage caused to the Vehicle, the administrative costs shall amount to 10% (ten percent) of the total damage caused. The amounts of administrative costs are billed for all payments, save payments of the hire charge, the reservation of the Vehicle and Penalties which are to be paid to the Lessor in accordance with the terms and conditions of the Contract.

10.16. The Lessor is not accountable for the use of the Mobile Application from the Mobile Device of the Client by Third Parties and for this reason all operations and instructions originating from the Mobile Device of the Client via the Mobile Application are deemed to have been done by the Client.

10.17. The Lessor does not guarantee that the Website and (or) the Mobile Application will function without interruption, will not contain any errors and/or harmful software. The Lessor is not liable for any direct damage, indirect, accidental, sanction-related or future loss, lost profit, moral injury caused by the use of or inability to use the Website and/or the Mobile Application by the Client. The Lessor is not accountable to the Client for any delay or fault in the operation of the Mobile Application which may occur directly or indirectly for a reason which is not subject to direct control by the Lessor.

XI. Duration of the Contract, Amendment and Termination of the Contract, Blocking the User Account of the Client

11.1. The Contract comes into effect at the moment when it is concluded by the Parties in accordance with Article III of the GCTC (Entering into Contract) and is concluded for an indefinite term.

11.2. The Parties have agreed that the Lessor is authorized to unilaterally amend and (or) supplement the terms and conditions of the GCTC, including Rates, Penalties and any other annexes to the GCTC. Any amendments to the GCTC made by the Lessor, or any new wording of the GCTC, including new Rates and Penalties, enter into force and become binding on the Parties after the lapse of 15 (fifteen) calendar days following the date when the Lessor informs the Client of the amendments and places the new wording of the GCTC or amendment and (or) supplementation of the GCTC on the Website or in the Mobile Application and the Lessor does not specify a different date of entry into force in a decision published together with such amendments and (or) supplementation of the GCTC ("Publication"). The Lessor reserves the right to inform the Clients of any amendments and (or) supplementations of the GCTC in the ways specified in Article V of the GCTC (Notifications).

11.3. Terms and conditions of the GCTC which improve the position of the Client may, at the decision of the Lessor, have a retrospective effect and also apply to the relations that were established prior to Publication, unless the Client expresses its disagreement with the fact that amendments and (or) supplementations of the GCTC which improve the position of the Client had a retrospective effect in relation to the Client and were applied to the time before Publication, of which the Client is obliged to notify the Lessor in writing or via the User Account (provided that such function is available) within 15 (fifteen) calendar days of the date of Publication. Where the Lessor does not receive such written notification of disagreement from the Client in the manner and within the time limit laid down in this paragraph 11.3, the amendments and (or) supplementation of the GCTC shall be considered as having been accepted by the Client in full and apply in relation to the Client as of the date of Publication.

11.4. If the Client disagrees with the amendment and (or) supplementation of the GCTC, as laid down in paragraph 11.2 of the GCTC, it is authorized to unilaterally reject the amendments within a time limit of 15 calendar days from the date of notification thereof and to terminate the Contract by a notice on the condition that it fulfils its payment obligations (hire charge, Penalties, administrative penalties, compensations and other payments, such as compensation for damage) established during the period of validity of the Contract or in connection with the performance of, a breach of or improper performance of the Contract. Unilateral rejection of any amendments by the Client does not relieve the Client of the duty to fulfil all its obligations established prior to the expiration of the Contract. If the Client did not deliver the written notification of rejection of the amendments to the Lessor in the manner described in the provisions of paragraph 11.3 of the GCTC, the Parties shall consider the amendments and (or) supplementations of the GCTC to be applicable to the Client as of the moment of Publication. The provisions of this paragraph 11.4 of the GCTC do not apply to any amendments to the Rates within campaigns: such Rates apply to the period specified in the relevant notice of the campaign, which is published in the applicable part of the Website and/or in the Mobile Application.

11.5. The hire of a Vehicle by the Client testifies in all cases to the fact that the Client is fully familiar with the terms and conditions of the Contract and the GCTC at the time of hiring the Vehicle and that the Client accepts them in full. 11.6. Each Party is authorized to unilaterally

terminate the Contract by sending a written notice of termination to the other Party with the notice period of 30 (thirty) days following the date of delivery of such written notice. The Client is obliged to fulfil all obligations arising from the Contract not later than on the date of the Contract expiration, save the cases when Legal Regulations provide the Client with other rights that may not be altered following an agreement of the Parties and are binding.

11.7. Termination of the Contract by notice at the instigation of the Client is possible pursuant to a written notice from the Client having the particulars of a legal act or the specimen provided in Annex 6 of the GCTC may be used. The notice of termination may also be sent from the e-mail address specified in the User Account of the Client to the e-mail address of the Lessor info@gekkon.me.

11.8. The Lessor is authorized to unilaterally terminate the Contract with the Client under paragraph 11.6 without any notice period in the following cases:

- the Client is in a fundamental breach of the terms and conditions laid down in the Contract and the GCTC, including any requirements in relation to the Client, or is in a nonfundamental breach of the same and fails to rectify such breach even within an additional period of 7 (seven) days after receiving notification from the Lessor of such breach;
- repeated breach by the Client of PSP and other requirements of the Legal Order;
- an acting of the Client results in a significant deterioration of the technical condition of a Vehicle;
- damage to a Vehicle in the case that the Lessor has a reason to believe that it was caused by acting of the Client;
- the Lessor has a clear reason to believe that the Client is in a breach of the terms and conditions of the Contract and the GCTC, fails to fulfil its obligations or obstructs the Lessor;
- in the cases laid down in paragraph 11.10 of the GCTC;
- in other cases of a gross breach of the Contract, this GCTC or Legal Regulations.

The Contract is terminated at the moment of sending a notice of termination by one of the following means: (1) through the Mobile Application and (or) (2) by sending an e-mail to the Client. If at the instant of notice the Term of Hire of a Vehicle has not come to an end, the Client undertakes to immediately end the Term of Hire in accordance with the requirements concerning ending the Term of Hire and parking a Vehicle.

11.9. Expiration of the Contract on any grounds does not relieve the Parties of the obligation to fulfil their payment obligations (hire charge, Penalties, administrative penalties, compensation for damage and other payments, as well as any damage caused to the Lessor) the grounds for which were established during the period of effect of the Contract or in connection with the performance, a breach of or improper performance of the Contract. At the same time, the Client acknowledges that the data about its User Account will be archived by the Lessor in secured systems for the period of 10 years from the date of termination of the Contract to allow for dealing with any claims or other requirements laid down in Legal Regulations.

11.10. The Lessor is authorized to block the User Account of the Client in the cases laid down in paragraph 11.8 of the GCTC and also:

- in the cases of a reasonable suspicion of dishonest acting by the Client (including, although not exclusively, provision of false information, inability to debit funds, etc.);
- in the case that the Client has an overdue debt in relation to the Lessor;

- in the case of harsh or offensive behavior by the Client;
- if the Client attempted to mislead the Lessor;
- in the case of a refusal to perform the requirements of the Lessor laid down in or arising from the Contract and the GCTC by the Client;
- in the cases when the Client fails to fulfil (has ceased to fulfil) the requirements of the Lessor in relation to the Client, as concerns the ability to use the Vehicle within the scope of the Contract;
- in other cases when a breach of the Contract and of the GCTC by the Client precludes using of the Gekkon Service by the Client.

11.11. Blocking the User Account of the Client means restricting the functioning of the User Account of the Client, in consequence of which the Client is unable to submit an Application to Hire a Vehicle, make a reservation, hire the Vehicle and execute certain operations which the Client would be able to execute within the scope of rights of the unblocked User Account of the Client. The Client is not informed of such blocking of the User Account of the Client in any special way, since it will be impossible to submit an Application to Hire a Vehicle, make a Reservation, hire the Vehicle or execute certain other activities. Blocking of the User Account of the Client may affect the possibility of carrying out activities with the Vehicle according to other agreements entered into between the Lessor and the Client.

11.12. Unblocking the User Account of the Client may be connected with a lapse of a certain period of time, fulfilment of certain obligations by the Client, rectification of the circumstances which were the reason for blocking. Blocking may also be set for a period of time during which a decision is taken on the expediency of further cooperation with the Client within the scope of the Contract.

11.13. The blocking of the User Account of the Client does not represent a reason for the Client to make any claims against the Lessor, including any requirements related with the provision of the Vehicle for hire.

XII. Dispute Resolution Procedure

12.1. All disputes between the Parties within the scope of this Contract or in relation with it, including interpretation or performance, are resolved by negotiation of the Parties and/or by sending a written complaint to the other Party, which may state the essence of the dispute, references to the provisions of this Contract and (or) the Legal Order breached by the other Party, as well as specific proposals for the resolution of the dispute

12.2. The term for considering a complaint by the Party which received such complaint is 10 (ten) business days, unless the Parties agree otherwise in writing.

12.3. All complaints by the Client can be sent from the e-mail address of the Client assigned to the User Account of the Client to the e-mail address of the Lessor info@gekkon.me or to the registered office of the Lessor at 10/19 Moo 10, Chalong Sub-District, Muang Phuket District, Phuket 83130

12.4. According to the result of consideration of a written complaint from the Client, the Lessor may send a feedback to the Client either to its postal address or by e-mail.

12.5. If it is not possible to resolve disputes between the Parties by way of negotiation, as laid down in paragraphs 12.1 through 12.4, the disputes shall be resolved by the competent court of the Kingdom of Thailand of the relevant jurisdiction. A consumer may also opt for an extra-judicial resolution of consumer disputes, as specified in Article IV of this GCTC.

XIII. Other Terms and Conditions

13.1. The effect of any correspondence, telephone and other acting that took place prior to entering into the Contract shall expire at the moment of entering into the Contract.

13.2. From the moment of entering into the Contract, the Parties recognize effects of the documents (save the documents specified in paragraph 13.1 of the GCTC) sent by e-mail (the e-mail address and postal address of the Lessor specified in the GCTC and the e-mail address and postal address specified by the Client in Confirmation of Acceptance), agree that the specified documents are written documents signed with the handwritten signature of the competent authorized person, because only persons authorized to sign the relevant documents have access to the relevant e-mail addresses and undertake to keep e-mail passwords secret and not allow them to be used by Third Parties.

13.3. With regard to the provisions of paragraph 13.2 of the GCTC, the Parties also recognize the effects of communications and deeds sent and executed by the Client using the Mobile Application or the Website (via the User Account of the Client) and using the mobile telephone Contact Number specified by the Client, because only the Client has access to the relevant User Account (to the User Account of the Client) and to the Contact Number of the mobile telephone; the Client undertakes to keep secret all possible Authorization Codes, the login data required for the use of the User Account of the Client and the Contact Number and not to allow the use thereof by Third Parties.

13.4. Messages sent by e-mail are deemed to have been received by the addressee at the time of their sending. The Lessor has the right not to reply to messages that have previously been answered or which contain obscene, offensive phrases, threats to the life and health of the employees of the Lessor or persons close to them, to the property of the Lessor or of its employees, to inform the writer of the message of the unacceptability of such behavior and to impose a Penalty in accordance with the GCTC.

13.5. The current information on the terms and conditions of the Contract and the GCTC are specified at the Website and in the Mobile Application. Where there is a conflict between the versions of the GCTC published at the Website and in the Mobile Application, the version of the GCTC published at the Website shall prevail.

13.6. The Client undertakes to inform the Lessor without undue delay of all changes to any Personal Data and to data constituting the User Account of the Client, of disclosure of the login data and (or) an Authorization Code to Third Parties and of the loss thereof or of any circumstances which threaten the preservation of the login data and the Authorization Code – by contacting the Client Service of the Lessor and fulfilling the requirements of the Client Service of the Lessor which ensue from the need to Identify the Client and verify the facts which the Client is providing in accordance with this paragraph 13.6, the Lessor is not accountable for any consequences associated with changes to the data of the Client specified in this paragraph 13.6 and for any operations executed with the Account of the Client if the Client failed to inform the Lessor of the circumstances specified in this article of the GCTC and (or) has provided the Lessor with invalid data.

Annex 1 to the GCTC

SYSTEM OF PENALTIES

Breach		Maximum Penalty amount
1	Vehicle spoiling and leaving of rubbish in the Vehicle, smoking in the Vehicle, damage to the Vehicle interior	1500 THB + compensation of the costs expended by the Lessor for chemical cleaning, cleaning or repair of the Vehicle
2	Using another than the prescribed type of fuel (the prescribed type is Gasohol 91 or 95 depending on the bike make and model) for the Vehicle fueling by the Client	1500 THB + compensation of the costs expended by the Lessor incurred in relation to re-entering the Vehicle into service
3	Registration of another User Account of the Client	1500 THB
4	Unauthorized placing of sticker or removal of the stickers placed by the Lessor or another damage to the Vehicle design	4500 THB + compensation of the damage incurred
5	Parking of the Vehicle (termination of the hire of the Vehicle) in an area without public access, on a closed, paid or reserved parking lot or area, in underground or private garages, in an area accessible only with a permission, and parking in breach of the Legal Order (including PSP).	4500 THB + compensation of the costs incurred
6	Parking of the Vehicle (regardless of the regime of use of the Vehicle), leading to a breach of PSP, other legal regulations or the obligations laid down in the GCTC	4500 THB + compensation of the costs incurred to the Lessor (Vehicle towing, etc.)
7	Leaving the Vehicle with running engine unlocked.	4500 THB + compensation of the damage incurred
8	Loss or damage to the Vehicle documents, loss of the mandatory equipment or a part thereof, either or both parts of the highway vignette, loss of the Vehicle accessories	4500 THB + compensation of the costs related with reclaiming the lost or damaged documents and things, recovery (purchase) of the listed accessories, equipment and devices
9	An attempt of a blocked Client to use the Gekkon Service without removal of the causes for the User Account blocking, including creation of a new/supplementary User Account and a repeated attempt to enter into a Contract Gekkon	4500 THB
10	A failure to return the Vehicle in due technical condition	4500 THB + compensation of the damage incurred if it is not covered by the excess of the Client according to its applicable Rates
11	Seizure of the Vehicle by the Lessor upon a breach of the GCTC	4500 THB + compensation of the costs incurred by the Lessor

12	Breach of the obligations under sub-paragraphs 7.2.7. through 7.2.16. of the GCTC (a failure to perform visual examination of the Vehicle, to report a Road Traffic Accident or to submit the documents, etc.)	4500 THB + compensation of the damage incurred
13	Leaving of the Permitted Zone	15000 THB + compensation of the costs incurred by the Lessor in relation to returning of the Vehicle to the Domestic zone
14	Use of the vehicle in contradiction with the GCTC, PSP and other legal regulations, insecure driving of the Vehicle	15000 THB + compensation of the damage incurred compensation of the costs incurred by the Lessor in relation to repeated putting of the Vehicle into operation
15	Unauthorized manipulation with the Vehicle (conducting any modifications on the Vehicle, damage to the Vehicle, etc.)	15000 THB + compensation of the damage incurred compensation of the costs incurred by the Lessor in relation to repeated putting of the Vehicle into operation
16	Leaving (allowing for) driving of the Vehicle to a Third Party, leaving (allowing for) driving of the Vehicle to a party that is under the effects of alcohol, toxic or another narcotic substance or is not entitled to drive the Vehicle	30500 THB + compensation of the damage incurred
17	Willful disconnection from or damage to the localizer in the Vehicle	76000 THB
18	Breach of any other obligations arising from the GCTC	800 THB
19	Fee for sending the first debt recovery reminder to the Client by the Lessor	150 THB
20	Fee for sending the second and following debt recovery reminder to the Client by the Lessor	300 THB
21	Vehicle entry into a garage or underground parking lot	1500 THB + reimbursement of costs incurred by the Lessor to return the Vehicle from such area
22	The Client's failure to properly fulfil the obligations referred to in paragraph 10 of the GCTC (e.g. insufficient funds in the Client's bank account, etc.)	0.05% of the amount due for each day of delay until the date of full payment by the Client. The calculation of the contractual penalty starts from the date of the Client's failure to comply with the requirements specified in paragraph 8.12 of the GCTC

The amount of the Penalty always depends on the particular circumstances of the given case/breach and the decision of the Lessor.

In some cases, the claim of the Lessor is partly or entirely covered by the excess of the Client according to the applicable Rates for each case of the Vehicle damage, as agreed in more detail in paragraph 10.5. of the GCTC. Imposing and payment of a Penalty does not release the Client from the obligation to compensate the Lessor for any damage incurred.

Annex 2 to the GCTC

THE RULES OF USING THE SERVICE (hereinafter referred to as the “Rules”)

1. Requirements made of the Client

1.1. The Client:

- i. is a natural person; ii. may not have restricted legal capacity;
- iii. must have the authorization to drive a Vehicle in accordance with the requirements of the Legal Order;
- iv. must have a valid driving license;
 - for citizens of the Kingdom of Thailand, member states of ASEAN, member states of 1949 Geneva Convention on Road Traffic or the 1968 Vienna Convention on Road Traffic – a driving license issued by the authorities of their states ;
 - for other foreign nationals – a foreign driving license of the state of which they are a citizen and an International Driver's License/Permit (IDL/IDP);
- v. is fit to drive a motor vehicle and there is/are no:
 - contra-indications in existence to driving a motor vehicle; • ban in place on driving a motor vehicle.
- vi. is a minimum of 21 years old;
- vii. has driving experience (category B) of at least 2 years;
- viii. complies with any other requirements of the Legal Order placed on a person who is authorized to drive a Vehicle; ix. does not have any overdue obligations towards the Lessor.

We accept driving licenses issued by:

- a) the Kingdom of Thailand;
- b) Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore, and Vietnam
- c) Member States of 1949 Geneva Convention on Road Traffic;
- d) Member States of the 1968 Vienna Convention on Road Traffic the states: Albania, Algeria, Argentina , Australia, Austria, Bangladesh, Barbados, Belgium, Benin, Botswana, Brunei Darussalam, Bulgaria, Burkina Faso, Cambodia, Canada, Central African, Republic, Chile, Congo, Côte d'Ivoire, Croatia, Cuba, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Dominican Republic, Ecuador, Egypt, Estonia, Fiji, Finland, France, Georgia, Ghana, Greece, Guatemala, Haiti, Holy See, Hungary, Iceland, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kyrgyzstan, Lao People's Democratic Republic, Lebanon, Lesotho, Liechtenstein, Lithuania, Luxembourg, Madagascar, Malawi, Malaysia, Mali, Malta, Monaco, Montenegro, Morocco, Namibia, Netherlands, New Zealand, Niger, Nigeria, Norway, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Republic of Korea, Romania, Russian Federation, Rwanda, San Marino, Senegal, Serbia, Sierra Leone, Singapore, Slovakia, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Syrian Arab Republic, Thailand, Togo, Trinidad and Tobago, Tunisia, Türkiye, Uganda, United Arab Emirates, United Kingdom of Great Britain and Northern Ireland, United States of America, Venezuela, Vietnam, Zimbabwe.

Driving licenses issued by other countries may only be used for a valid licences. An officially authenticated translation of a document into Thai language or, as the case may be, an International Driving License must be presented together with a driving licence, together with a passport, a document of having residence within the territory of the Kingdom of Thailand, a document of having entered the territory of the Kingdom of Thailand (boarding pass, entry visa, document of residence permit).

An International Driving License may be used for the duration of the Client's stay within the Kingdom of Thailand. An International Driving License does not replace a driving license from the country of origin. You must have a valid driving license with you during the term of hire.

A person may not drive a Vehicle if he/she fails to satisfy the requirements specified in this Section 1 of the Rules and/or is under the influence of alcohol, toxic and narcotic substances or medication after taking which he/she may not drive a motor vehicle or his/her ability to drive a vehicle is reduced by the influence of such substances or medication or in consequence of his/her medical condition.

1.2. The requirements placed on the Client specified here are not exhaustive. The Lessor is authorized not to enter into a Contract with a person who fails to satisfy the requirements specified in this Section 1 of the Rules and when the Lessor has a reason to believe that the Client (potential Client) might breach the Contract, cause damage or loss or be unable to cover any loss. The Lessor may enter into a Contract at its own discretion and is not obliged to enter into a Contract.

2. The Term of Hire of a Vehicle

2.1. The Term of Hire of a Vehicle is measured in seconds.

2.2. The instant of providing a Vehicle to the Client is deemed to be when the Client clicks on "Hire".

2.3. The instant of returning a Vehicle by the Client to the Lessor is the end of the Term of Hire of the Vehicle in accordance with the terms and conditions of the Contract, the GCTC or the end of hire of the Vehicle on other grounds.

3. Bans and restrictions

3.1. It is prohibited:

- to use a Vehicle for the purposes of driving lessons;
- to provide the use of a Vehicle to third parties;
- to use a Vehicle in races/competitions (including unofficial ones), in bets, tests or trials of any kind;
- to use a Vehicle for the purpose of undertaking a business (to make a profit), including the provision of taxi and similar transportation services;
- to use a Vehicle to transport bulky and heavy loads, objects and hazardous substances;
- to use a Vehicle to drive on terrain and on unpaved roads;
- to use a Vehicle for towing;
- to use a Vehicle to transport loads, except luggage: packages, bags, suitcases, travel packs;

- to use a Vehicle to transport animals, except animals transported in closed boxes that preclude direct contact between the animal and the interior of the Vehicle;
- to alter any properties, make adjustments leading to the improvement/deterioration of the Vehicle, mount (dismount) any facilities, apparatus in the Vehicle, carry out repairs (irrespective of the level of difficulty) or organize this to be done by third parties;
- to allow third parties to drive a Vehicle;
- to smoke, use electronic cigarettes (including those which do not contain tobacco), steam generators (vaporizers, etc.), water pipes (including those which do not contain tobacco), nitrous oxide (except when used based on therapeutic indications) in a Vehicle, to consume alcohol or use drugs and (or) psychotropic substances;
- to transport persons who are under the influence of alcohol, drugs or other narcotics;
- to drive dangerously / drift / drive, which could damage the Vehicle, third parties or their vehicles;
- to dirty the Vehicle during the Term of Hire. Dirtying also encompasses leaving foreign objects in a Vehicle after the end of the Term of Hire;
- to use a Vehicle and park a Vehicle contrary to Territorial Restrictions when using a Vehicle;
- to infringe the technical requirements on the operation of a Vehicle specified by the manufacturer of the Vehicle;
- to dismount the equipment of a Vehicle, put it out of operation or damage it;
- to fill a Vehicle with fuel which is not specified in the GCTC and not intended for the hired Vehicle;

4. The procedure involved in Registration and Activation of the Client

4.1. The services of the Mobile Application are used to ensure the possibility of undertaking activity aimed at selecting a Vehicle, submitting an Application to Hire a Vehicle, Vehicle Reservation and the use of a Vehicle within the scope of the Contract.

4.2. The Mobile Application may be used to select a Vehicle, submit an Application to Hire a Vehicle, Vehicle Reservation, to carry out activities within the Term of Hire and other activities specified by the GCTC and the Contract and technically supported Gekkon Software.

4.3. The use of Website and Mobile Application services is only possible under the terms and conditions of Registration and Authorization in accordance with the procedure specified in the GCTC and the Gekkon Mobile Application. It is only possible to select a Vehicle, submit an Application to Hire a Vehicle, Reserve a Vehicle and carry out activities within the Term of Hire under the terms and conditions of Client Activation and when the Client is not blocked in the Gekkon Service.

4.4. The Client provides the required information about its person, including Personal Data, for the purpose of Registration in the Mobile Application.

4.5. For Registration using the technical possibilities of the Mobile Application, the Client also sends to the Lessor the following documents (which must be without reflection of light and must have all data legible):

- i. a photograph of Proof of Identity (in the case of a passport the double page with photograph, date of issue and validity, in the case of an ID Card the front and reverse sides);

- ii. a photograph of the driving license (front and reverse sides);
- iii. a selfie (self-portrait taken using a mobile telephone, smartphone or other device) taken with Proof of Identity (in the case of a passport with the double page with photograph, date of issue and validity, in the case of an ID Card or proof of identity of a stateless person with the front side).

The Lessor may request that other documents be submitted for the completion of Client Activation or continuation of work with a Client already having been activated.

- 4.6. After entering the data specified in this article and sending photographs of the documents, the Lessor shall send the Client an SMS with an Authorization Code for access to the User Account. At this stage (after entering the data and to the end of the Registration process) the Client is authorized to use the following sections of the Mobile Application to a limited extent: Access to User Account, assignment of an additional payment card to the Mobile Application for the purpose of making payments according to the Contract and the GCTC.
- 4.7. After receiving the Authorization Code and opening limited access to the Mobile Application, the Client may assign its payment card (VISA, MASTERCARD, JCB) to the Mobile Application, from which funds shall be debited as Payments according to the Contract and which makes it possible to execute Internet payments. The assignment of a payment card is executed with cooperation (redirection from the Mobile Application) between the Client and the partner bank of the Lessor.
- 4.8. The Client agrees that when assigning (integrating) the payment card of the Client to the Mobile Application the partner bank of the Lessor shall, for the purpose of checking the possibility of debiting funds from the payment card of the Client, debit an amount not exceeding 20 (twenty) THB from the payment card of the Client and return this to the payment card of the Client within the following 24 hours.
- 4.9. The Lessor verifies the data provided by the Client. The Client is informed of Activation, depending on the results of evaluation of the data of the Client.
- 4.10. Where the Client fails to provide the required information, provides false or illegible data or if the Lessor has reason to believe that the data provided by the Client are false, the Lessor is authorized to additionally request, at its own discretion, accurate and credible information from the Client, to refuse to enter into and (or) perform the Contract, to block access of the Client to the use of services (or their individual functions) of the Mobile Application connected with the performance of the Contract or to remove the User Account of the Client.
- 4.11. Following Client Activation, the Client gains access to the Mobile Application by entering the Login Name and Authorization Code.
- 4.12. Authorization is undertaken when entering the Login Name and Authorization Code.
- 4.13. Following Client Authorization in the Mobile Application, the Client is authorized to use Gekkon Services which make it possible to select a Vehicle, submit an

Application to Hire a Vehicle, reserve a Vehicle and hire an available Vehicle in accordance with the Contract and the GCTC.

- 4.14. The Client undertakes to keep secret the Login Name and Authorization Code and other Personal Data, including data which enables access to the Mobile Application in the name of the Client. If losing the Login Name or Authorization Code or if there is reason to believe that third parties have obtained this data (and other Personal Data), the Client is obliged to request, using the contact details which it specified during Registration, that the Lessor block the User Account of the Client, generate a new password and, subject to agreement with the Lessor, a Login Name. The Client bears all risks arising from failure to fulfil this obligation.
- 4.15. After completing Registration, all calls to the Customer care service of the Lessor are made from the registered and confirmed mobile telephone Contact Number or from another telephone number, provided that the Client provides Personal Data that make it possible to identify the Client to a sufficient extent.
- 4.16. The Client may change the Contact Number via the Mobile Application or by sending an e-mail to info@gekkon.me. The Lessor informs the Client of a change of mobile telephone Contact Number in the ways specified in the Contract.
- 4.17. The Client confirms that all activities undertaken using the User Account of the Client following Client Authorization in the Mobile Application using the Login Details and Authorization Code are the activities of the Client.

5. The procedure involved in submitting an Application to Hire a Vehicle. Vehicle Reservation. The beginning and end of the Term of Hire

5.1. The Client selects an available Vehicle via the Mobile Application. When calculating the length of the Term of Hire, the Client must observe the principle of having sufficient funds on its payment card to pay for the hire of the Vehicle.

5.2. The Client submits an Application to Hire a Vehicle using the function of the Mobile Application by clicking on “Reserve”.

5.3. The Application to Hire a Vehicle is valid for 20 (twenty) minutes following the instant of submission. The Client undertakes to commence the hire or refuse the hire of a Vehicle (cancel the Application to Hire a Vehicle) during the period of validity of the application.

5.4. If the Term of Hire of a Vehicle is not commenced within 20 (twenty) minutes of the instant of Reservation, the “Standby mode” service is activated and billed in accordance with the Tariff List.

5.5. The Client has the right to cancel the Application to Hire a Vehicle and cancel the Reservation at any time prior to the commencement of hire via the Mobile Application. Cancellation of an Application to Hire a Vehicle without charge is permitted once within 24 hours of the instant of submitting the first Application to Hire a Vehicle.

5.6. After cancelling the first Application to Hire a Vehicle without commencing the Term of Hire, Vehicle Reservation is only permitted at the price according to the Tariff List. The opportunity to submit an Application to Hire a Vehicle is activated 24 hours after the most recent cancellation of an Application to Hire a Vehicle (for the Mobile Application – under the terms and conditions of re-entry to the Mobile Application).

5.7. The Client must click on “Hire” and then “Unlock” in the Mobile Application in order to unblock the engine of the Vehicle and undertake the activities specified in Article 7 of the Rules. The Client may undertake the procedures specified in Article 7 of the Rules for a period of 5 (five) minutes after clicking on “Unlock”, in that the Client is not charge the hire charge or payment for Vehicle Reservation.

5.8. The Client receives a Vehicle by accepting an electronic handover document. By clicking on “Hire” in the Mobile Application, the Client confirms having undertaken the procedures laid down in Article 7 of the Rules, confirms that the Vehicle evidently complies with the technical conditions laid down by Legal Regulations and that it is fit for use and confirms receiving the Vehicle for use. Where the Client undertakes this procedures, this is deemed to be the equivalent of receiving a Vehicle pursuant to a handover document and does not require the creation of any further documents. If the condition of the Vehicle does not correspond to the Contract, the Client is obliged to click on “Report a problem” and to report the reasons for refusing to receive the Vehicle.

5.9. The Client may leave a Vehicle without interrupting the Term of Hire. To this end it is necessary to switch off the engine, leave the Vehicle, click on “Wait” in the Mobile Application, switch the Vehicle to Standby mode, or transfer the Vehicle to Standby mode using the Customer care service of the Lessor according to the instructions of the operator. In such case the Vehicle shall be remotely locked by the operator. The Vehicle may be opened using the Mobile Application and the hire continued.

5.10. After the Term of Hire has come to an end, it is necessary to switch off the engine of the Vehicle, close trunk. After getting out of the Vehicle, the Client clicks on “End” and after checking having fulfilled the conditions for ending the hire clicks on “End hire” in the Mobile Application – in such case the Vehicle will automatically be closed. The Term of Hire of the Vehicle comes to an end at the instant of clicking on “End hire”.

5.11. Leaving a Vehicle is only permitted when adhering to the requirements laid down by the Contract.

5.12. The Term of Hire of the Vehicle is calculated from the instant of clicking on “Start Rental” or with the passing of 5 (five) minutes from clicking on “Open” in the Mobile Application until the time at which the Client actually ends the Term of Hire according to paragraph 5.10. The actual end of the Term of Hire is confirmed by clicking on “Finish rental” in the Mobile Application and in the other ways specified in the Contract, depending on the reasons for ending the hire. Ending the Term of Hire during the towing of a Vehicle to an impound yard or area is only possible subject to agreement with the Lessor.

5.13. When submitting an Application to Hire a Vehicle using the Mobile Application, as when Reserving a Vehicle, the Client may activate the indicator lights of the Reserved Vehicle to make it easier to find the Vehicle.

6. Submitting an Application to Hire a Vehicle via the Customer care service of the Lessor

6.1. In exceptional cases, when the use of the Mobile Application is not possible, the Client may undertake the activity specified in paragraph 5.9 through 5.13 by contacting the Customer care service, by calling from the mobile telephone Contact Number of the Client and providing information on the problem having arisen. The Client is obliged to act in accordance with the instructions of the operator. Undertaking this operation is deemed to be the equivalent of receiving a Vehicle pursuant to a handover document and does not require the creation of any further documents.

6.2. The Client may be asked to communicate particular Personal Data when calling the Customer care service of the Lessor in order that the Client may be identified. The operator of the Customer care service of the Lessor shall offer the Client the closest available Vehicle, state its location and, in the case of successful submission of an Application to Hire a Vehicle or Vehicle Reservation, inform the Client of this fact.

7. Activities before commencing the hire

7.1. The Client is obliged to check the Vehicle before commencing the Term of Hire in order to identify any faults to the Vehicle, including: exterior damage, interior damage, dirtying of the interior, checking the presence of (damage to) the certificate of registration of the Vehicle and the document on arrangement of motor third party liability insurance for the Vehicle, when identifying damage, to photograph it and report the identified shortcomings, including damage, dirtying and (or) the absence of any of the specified documents to the Lessor via the Customer care service of the Lessor. Photographs showing the damage are sent by e-mail to the Customer care service of the Lessor at info@gekkon.me. Failure to report exterior damage, damage to the exterior of the Vehicle, including dirtying of the interior, or other shortcomings to the Vehicle, the absence of or damage to the certificate of registration of the Vehicle and the document on arrangement of motor third party liability insurance for the Vehicle, means that the Client has received the Vehicle in proper condition without exterior damage, cracks or scratches and with all documents specified in this paragraph 7.1.

7.2. The use of a Vehicle when identifying damage or other shortcomings, including the absence of the certificate of registration of the Vehicle or the document on arrangement of motor third party liability insurance for the Vehicle is prohibited without the express consent of the Lessor.

7.3. If no exterior damage to or shortcomings to the Vehicle, missing documents and items or damage thereto are identified when checking the Vehicle, according to paragraph 7.1, and when receiving the consent of the Lessor to use the Vehicle after receiving information of damage to or other shortcomings to the Vehicle by the Lessor, the Client undertakes the operations specified in paragraph 5.7 and 5.8 of the Rules (receives the Vehicle by clicking on “Start Rental”).

7.4. After communicating information about damage to the Vehicle, dirtying of the interior and of the boot, interior damage to the Vehicle, missing documents specified in paragraph 7.1 of the Rules and other shortcomings which prevent the operation of the Vehicle, the Client refuses to receive the Vehicle (by clicking on “Refuse”) and the Lessor offers the Client a different Vehicle which is available for hire in accordance with the Contract and the GCTC.

8. Procedure in the case of a Road Traffic Accident

8.1. In the case of a Road Traffic Accident, the Client undertakes to take all the required steps laid down by Legal Regulations, the GCTC, the Contract and the Insurance Rules for a party involved in a Road Traffic Accident. In addition to the specified steps, the Client undertakes to immediately inform the Lessor (Customer care service) of the Road Traffic Accident and to proceed according to the instructions of the Lessor and/or its Accident Inspector.

9. Tanking fuel and filling other fluids in the Vehicle

9.1. Where the situation arises that the Client tanks the Vehicle with fuel or fills the Vehicle with other fluids, it may only do so using the fuel card/cards of the Lessor subject to prior telephone agreement with the Customer care service of the Lessor. The Client may only purchase fuel or fluids for the Vehicle with a fuel card. In the event when the Client is unable to refuel with a fuel card (the card is faulty, has been swapped or stolen (i.e. the reason is beyond control of the user)), the logistics specialist may ask the user to refuel the car "at his own expense" with subsequent compensation of the refueling cost shown in the payment slip in the form of bonuses + additional 15 bonus minutes.

9.2. The Client is obliged to tank fuel in the Vehicle independently in the event that the fuel light lights up in the Vehicle during the Term of Hire. The Client independently tanks fuel using the fuel card/cards of the Lessor. In order to tank fuel, the Client calls the Customer care service of the Lessor from the mobile telephone Contact Number of the Client and reports the need to tank fuel. The operator of the Customer care service of the Lessor informs the Client of the ways of tanking fuel in the Vehicle and of the closest filling stations.

9.3. In exceptional cases, and subject to agreement with the operator of the Customer care service of the Lessor, the Client may independently tank fuel without using the fuel card/cards.

9.4. The Lessor does not refund the costs of the Client expended on tanking fuel. The Lessor allocates bonus points to the Client, to the Bonus Account, in the following amount:

- i. when the Client tanks fuel using the fuel card/cards of the Lessor – the equivalent of 15 minutes in "Hire" regime according to the valid tariff of the Client at the time of allocating bonus points;
- ii. when the Client tanks fuel at its own expense without the use of the fuel card/cards of the Lessor according to paragraph 9.3 of the Rules – the level of bonus points which corresponds to the amount of own funds expended by the Client on tanking fuel. Bonus points may only be provided if the Client delivers a tax document confirming the expended costs to the address of the principal office of the Lessor.
- iii. Where the Client tanks fuel in the Vehicle without using the fuel card/cards of the Lessor at its own expenses according to paragraph 9.3 of the Rules in a quantity of over 20 liters per one tanking – the equivalent of 15 (fifteen) minutes in "Hire" regime according to the valid tariff of the Client at the time of allocating bonus points.

The allocation of bonuses on the grounds specified in subparagraph i) and ii) of this paragraph may be executed within the scope of one tanking. Documents for the allocation of bonus points may be submitted to the Lessor within 5 (five) calendar days of the date of tanking fuel. Failure to submit documents for the allocation of bonus points within the specified time limit results in refusal to allocate bonus points.

9.5. The Client agrees that the Lessor shall determine the quantity of fuel actually tanked by the Client independently pursuant to the data provided by the sensors in the Vehicle, to which the Lessor has remote access. Bonus points for tanking fuel are only allocated in the cases specified in this article: (1) when tanking fuel with the use of the fuel card/cards which the Lessor has

placed in the Vehicle, or (2) when tanking fuel at the Client's own expenses in accordance with the telephone instructions of the Customer care service.

9.6. Where the Client tanks fuel in breach of this Article 9 of the Rules, including tanking without approval or infringing the instructions of the operator of the Customer care service of the Lessor or a type of fuel other than Gasohol 91 or 95 depending on the car make and model or without submitting documents to confirm the costs expended, the provisions of paragraph 9.4 of the Rules shall not apply.

9.7. The Client bears the risk of consequences in the case of failure to adhere to the instructions of the operator of the Customer care service of the Lessor on the need to tank fuel in the Vehicle, including the compelled stoppage of the Vehicle, with breach of this Rules. This shall be without prejudice to the right of the Lessor to compensation for damage or loss.

9.8. The Client is obliged to ensure that a quantity of fuel remains in the tank of the Vehicle at the end of the Term of Hire such that the low level of fuel light does not light up.

10. Marketing campaigns

10.1. The Lessor reserves the right to prepare for Clients and organize marketing campaigns consisting of providing favorable conditions for using Gekkon Services as determined by the Lessor (including Reservation, hire, etc.).

10.2. Bonus points are not provided in monies and cannot be exchanged for cash or returned in monies to a card. Bonus points may only be used for the purpose of using Gekkon Services, unless the concerned campaign of the Lessor provides otherwise. The statement of bonus points in THB is merely to make it easier to bill bonus points.

10.3. Bonus points shall be credited to the Bonus Account of the Client in accordance with the terms and conditions of the marketing campaign.

10.4. Bonus points are generally credited the day after satisfying the terms and conditions of the marketing campaign. The use of bonus points is only possible once they have been credited.

10.5. Unless the terms and conditions of a specific marketing campaign specify otherwise, bonus points are first deducted from the Bonus Account according to the tariff at that time following the end of the Term of Hire.

10.6. The Lessor approves marketing campaigns, publishes the terms and conditions thereof on the Website and in the Mobile Application.

10.7. Discounts (a reduction in the price of using Gekkon Services) are not totaled and may only be used by the Client for one reason for which the maximum discount is provided.

10.8. The Lessor is authorized to cancel Bonus Points in the Bonus Account of the Client should it ascertain that the Client is abusing its right to receive Bonus Points or their usage, including (although not exclusively): transferring the passwords or codes provided to an unspecified group of persons; the provision of passwords and codes in exchange for payment. Bonus Points are not returned after the expiration of relations according to the Contract and their value in money is not paid out.

Annex 3 to the GCTC

RATES

THE TERMS AND CONDITIONS OF USING INDIVIDUAL RATES

This regulation sets out in detail the Terms and conditions for using individual Rates as specified at the Website and (or) in the Mobile Application.

Reservation – the “Reservation” service is activated after submitting an Application to Hire a Vehicle. The Client has 20 minutes to reach the Vehicle after the “Reservation” service has been activated. If the hire of the Vehicle does not commence within 20 minutes of the instant of Reservation, the “Standby mode” service is activated. If the Reservation is cancelled, subsequent Reservation submitting within 24 hours is charged at the rate within the Standby mode.

Standard Tariff – is the basic tariff for all users of the Gekkon Service and applies to all Client, unless they have chosen or have been transferred to a different Tariff in accordance with the rules and the terms and conditions laid down by this annex for the relevant Tariff. The level of excess of the Client in the case of a Road Traffic Accident according to paragraph 10.5 of the GCTC is limited to 23 000 THB within the Standard Tariff.

Supplementary Tariffs – supplementary tariffs or tariff options may be determined by the Lessor at its discretion on a permanent or a temporary basis. Current information on available tariffs, packages, tariff options, benefits, discounts and campaigns are published at the Website and (or) in the Mobile Application. The Client familiarizes itself with the relevant tariffs, packages and tariff options on its own, without any notification from the Lessor.

Packages – The Lessor provides the Client with the opportunity to buy packages, in accordance with paragraph 8.16 of the GCTC. The Client may purchase the relevant Packages according to the instructions provided at the Website and (or) in the Mobile Application. The fact that the Client has purchased a package does not preclude the right of the Lessor to block the User Account of the Client in the manner laid down in the Contract and the GCTC. Discounts and bonuses specified in the Contract and the GCTC which reduce the price of Reservation, hire or the Standby mode and terms and conditions applying to tariffs do not apply to Packages, save cases in which the opportunity to use such discounts, benefits or other marketing campaigns is expressly specified by the Package or the terms and conditions of individual campaigns. Information about Packages and the procedure and terms and conditions of acquiring them is published at the Website and (or) in the Mobile Application.

Standard 24 Package – when using the Standard 24 Package, the payment of compensation for damage or loss by the Client, as laid down in paragraph 10.5 of the GCTC, is limited to 23 000 THB.

Packages may be purchased in exchanged for bonuses, 1 bonus point equaling 1 Thai Baht (THB), in exchange for money or in exchange for a combination of the two. A Package is a whole service and may not be divided into individual minutes. Where the Client fails to use all the minutes included in a Package when using the selected Vehicle, it may not use those minutes in the future, save the cases specified hereunder. No compensation is provided for unused parts of a Package.

If during the period of using Packages the use of the selected Vehicle becomes impossible as a result of a fault for which the operation of the Vehicle is prohibited in accordance with Legal Regulations and (or) in consequence of damage to the Vehicle, the Client is obliged to end the hire of that Vehicle and fulfil the obligations laid down in subparagraph 7.2.8 through 7.2.16 of the GCTC. The remaining time in a Package is not carried over to subsequent periods and compensation is not provided for the remaining value of a Package, with the following exceptions:

- a) the transfer of bonus points in the amount corresponding to the full price of the Package to the Bonus Account of the Client or making it possible to choose a different Vehicle within the bounds of the package with consideration for the remaining time of validity of the Package:
 - if the inability to use the Vehicle is ascertained before the commencement of the Term of Hire;
 - if the faults which make it impossible to use the Vehicle, which could not have been identified during the inspection of the Vehicle prior to the commencement of the Term of Hire (according to subparagraph 7.2.8 of the GCTC), are identified within 30 minutes of the commencement of the Term of Hire on the condition that such faults are not caused by the action (inactivity) of the Client (in accordance with Article 10.10 of the GCTC);
 - if damage to the Vehicle which leads to the inability to use the Vehicle is not caused by the action (inactivity) of the Client (in accordance with Article 10.10 of the GCTC). The exemptions specified in this paragraph do not apply if the Client breaches the requirements of the Contract during the term of validity of the Package. Should the Client decide to hire a different Vehicle, the Standard 24 Package continues to apply to the new Vehicle selected by the Client.
- b) Compensation equaling the value of the time remaining until the expiry of the Package – in cases in which an inspection by the Lessor ascertains that the use of the Vehicle has become impossible on the ground of:
 - a fault in the operation of Gekkon Software and (or) communication systems which ensure interaction between the Client and the Vehicle and between the Client and the Lessor;
 - the end of the Term of Hire prior to the expiration of the Package in connection with an error on the part of the Lessor.

Under no circumstances are the following possible reasons for crediting bonuses or any compensation:

- the inability to use the Vehicle on the ground of shortcomings which could have been identified when inspecting the Vehicle prior to the commencement of the Term of Hire (subparagraph 7.2.8 of the GCTC), in particular on the grounds of dirtying, the absence of fuel cards, etc.;
- a fault which does not preclude the ability to drive the Vehicle, save faults for which the operation of the Vehicle is prohibited in accordance with the legal regulations in force;
- the theft of the Vehicle;
- when the Client itself prematurely ends the Term of Hire;
- the towing of the Vehicle to an impound yard.

Information on having purchased a Package is recorded in the User Account of the Client prior to activation. Standard 24 and Safety 24 packages purchased by prepayment are activated when

selecting a Vehicle – the Client may select the standard use of the Vehicle in accordance with the valid tariffs or use a package, including the Standard 24 packages.

Commencement of the validity of a Package: A Package is valid from the instant of commencing the Term of Hire of a Vehicle.

End of the validity of a Package: the passing of the term of validity of the Package; when the Client ends the Term of Hire; the end of the hire on other grounds laid down by the Contract and the GCTC.

If the maximum number of kilometers driven in the Package is exceeded during the term of validity of a Package, the Client additionally pays the price of extra kilometers. Moreover, payment for extra kilometers shall be deducted from the account of the Client after the end of the Term of Hire of that Vehicle and calculation of the extra kilometers by the Lessor.

The Client is obliged to end the Term of Hire on its own following the passing of the term of validity of the Package. Should the Client use the Vehicle at the instant of expiry of the term of validity of the Package, the Term of Hire does not end. The Standard or Safety tariff used by the Client automatically applies following the expiry of the term of validity of the Package. The tariff of the Client is applied with consideration for the discounts and bonus points which the Client has available.

The Client may buy another Standard 24 package only after the validity of the current Package has expired.

Annex 4 to the GCTC

REGULATION FOR DETERMINATION OF NORMAL WEAR-AND-TEAR TO A VEHICLE

This Regulation for Determination of Normal Wear-and-Tear to a Vehicle (hereinafter referred to as the “Regulation”) lays down the minimum standards for the condition of a Vehicle, which are defined hereunder as “normal wear-and-tear to a Vehicle”.

The Lessor carries out evaluation of normal wear-and-tear and the causes of damage. Such evaluation depends, for example, on the length of operation and the nature of operation of the Vehicle and the actual number of kilometers travelled. These facts are taken into consideration when determining the condition of a Vehicle. Nevertheless, some damage to a Vehicle exceeds the scope of wear-and-tear, which might occur during the normal operation of the Vehicle. Damage caused as a result of a Road Traffic Accident cannot under any circumstances be deemed normal wear-and-tear.

Nature of damage

Acceptable	Unacceptable
Bodywork and paintwork	
<p>Chips and scratches up to 10 cm, on the condition that they can be removed by mechanical polishing;</p> <p>Abrasions and traces of abrasive wear up to 2 cm, on the condition that they can be removed by mechanical polishing;</p> <p>Pressure marks up to 2 cm, providing a maximum of 2 pressure marks per one part;</p> <p>Small areas of chipping from stones, on the condition that not more than 25 % of the area of the part has been damaged and there is no corrosion under the chipping;</p> <p>Chippings that are properly treated so as to prevent corrosion.</p>	<p>Chips and scratches larger than 10 cm;</p> <p>Abrasions and traces of abrasive wear larger than 2 cm;</p> <p>Chips, scratches, abrasions and traces of abrasive wear which cannot be removed by mechanical polishing;</p> <p>Pressure marks larger than 2 cm;</p> <p>More than 2 pressure marks on one part;</p> <p>Pressure marks, chips, scratches with traces of corrosion;</p> <p>Chips (from stones) on more than 25 % of the area of a part;</p> <p>Poor quality paintwork with visible difference of colour;</p> <p>Poor quality repair of bodywork;</p> <p>Corrosion caused by damage of any kind;</p> <p>Changes in colour as a consequence of an external influence (chemicals, plants, excrement of animals and birds, etc.).</p>
Radiator grille and bumper	

<p>Chips and scratches up to 10 cm, on the condition that they can be removed by mechanical polishing; Abrasions and traces of abrasive wear up to 2 cm, on the condition that they can be removed by mechanical polishing; For textured or unpainted bumpers: scratches and abrasions up to 10 cm are considered acceptable; For textured or unpainted bumpers: abrasions and traces of abrasive wear up to 2</p>	<p>Chips and scratches larger than 10 cm or irrespective of size if they cannot be removed by mechanical polishing; Abrasions and traces of abrasive wear larger than 2 cm or irrespective of size if they cannot be removed by mechanical polishing; For painted bumpers: any chips, scratches, abrasions and traces of abrasive wear which cannot be removed by mechanical polishing; Broken, cracked or deformed radiator grille and bumpers;</p>
<p>cm are considered acceptable; Pressure marks up to 2 cm, not more than 2 pressure marks on the bumper or radiator grille; Changes in colour caused by external influences, such as weather.</p>	<p>Pressure marks larger than 2 cm; More than 2 pressure marks on the bumper or radiator grille; Damage caused as a result of improper use of chemicals and by external influences (plants, the excrement of animals, birds, etc.).</p>
Tyres and wheels	
<p>tyres with remaining tread depth of less than 1.6 mm for summer tyres, 4 mm for winter tyres, with tread that complies with the normative requirements of the Legal Order; On the surface of a cover, steel wheel or light alloy wheel: one scratch, abrasion or trace of abrasive wear up to 10 cm; On the rim of a steel wheel or light alloy wheel: one scratch, abrasion or trace of abrasive wear up to 10 cm.</p>	<p>Scratches, abrasions or traces of abrasive wear larger than 10 cm; Deformation of a tyre caused by driving on a Curb: Bulges, splits or cuts on tyres; Damage to side wall and tread; Puncture of a tyre by a foreign object; Broken or deformed cover, steel wheel or light alloy wheel; Corrosion on a steel wheel or light alloy wheel.</p>
Glass and outside lamps	
<p>Chips from stones not larger than 1 cm and not in zone A of the windscreen (the central part of the glass of a width of 290 mm); Chips from stones on the surface of the front headlamps, fog lamps or indicator lamps which are not all the way through and do not affect functionality.</p>	<p>Broken glass or outside lamps; Cracks or chips on outside lamps which limit their functioning. All bulbs must work properly; Sun glare or tinted bands installed on one's own must be completely removed from the windscreen and front windows, from all windows if not installed by a qualified expert, are torn or have begun to come away at the corners of the windscreen; Chips and cracks larger than 1 cm and/or in zone A.</p>
Mirrors and outer appearance	

<p>Painted mirror covers: abrasions and scratches up to 5 cm, on the condition that they can be removed by mechanical polishing; for textured or unpainted mirror covers: abrasions, scratches and wear up to 5 cm.</p>	<p>Painted mirror covers: abrasions and scratches larger than 5 cm or any abrasions and scratches that cannot be removed by mechanical polishing; For textured or unpainted mirror covers: abrasions, scratches and wear larger than 5 cm; Deformed or broken mirrors and/or mirror covers.</p>
Interior	
<p>Dirtiness and stains on seats, upholstery, rubber or fabric mats which can be removed by standard cleaning of the interior (without washing); Seats with signs of wear and deformed points occurring during normal use; Changes to the colour of the dashboard as a result of everyday use and wear.</p>	<p>Dirtiness and stains on seats, upholstery, rubber or fabric mats which require washing or special chemical cleaning; Cuts, traces of abrasive wear, holes and other damage to and deformation of the interior, upholstered material, rubber and fabric mats; Holes in the console after removing equipment; Cuts, slits or open stitching on the steering wheel; Smells which require special cleaning for removal.</p>

Annex 5 to the GCTC

TERRITORIAL RESTRICTIONS WHEN USING A VEHICLE

PERMITTED ZONES

1. The movement of a Vehicle and the parking of a Vehicle within the “Waiting” is permitted within the Permitted Zone – Phuket Island – as is indicated on the map in the Mobile Application.
2. The ending of the Term of Hire is only permitted within the boundaries of the Home Zone (part of Phuket Island), as is indicated on the map in the Mobile Application in the form of a shaded, semi-translucent, uniform background.
3. The ending of the Term of Hire and the Parking of a Vehicle is only permitted within the boundaries of the Home Zone (part of Phuket Island), as is indicated on the map in the Mobile Application in the form of a shaded, semi-translucent, uniform background, in publicly-accessible places which are not paid car parks.
4. Parking in the Standby mode is permitted outside the Home zone only on the condition that the Client pays the parking fee according to the traffic signs or parking tariffs according to the parking policy rules.
5. Parking in the Standby mode outside the territory of Phuket Island is permitted on the condition that the Client adheres to the requirements laid down by the Legal Order, the GCTC and the Contract (and the annexes thereto) in places where it is permitted to stop or park passenger Vehicles, free parking without limitation (including category of Vehicle or time) in accordance with PSP. Vehicles may not under any circumstances be parked (stopped) contrary to PSP, in underground garages, on pavements, in an enclosed or reserved car park, in a private car park, on grounds which are accessible pursuant to a permit and in areas with restricted access (including grounds fitted with equipment to restrict free entry/exit), in places where stopping/parking (free stopping/parking) is permitted only temporarily (at certain times, on certain days), in places where, according to the information of the Lessor, there is no or there is difficult access to the GPS system and (or) the Internet and (or) mobile communication, in parking spaces for disabled persons or trucks or in a paid car park which is not part of the zone of paid city car parks.

Annex 6 to the GCTC

TERMINATION OF THE CONTRACT BY NOTICE

Date: _____

Name (first name, surname): _____

Date of birth: _____

Proof of Identity (passport/ID card no.): _____

Domiciled at: _____

Contact mobile phone number: _____

E-mail: _____

I am terminating this Contract for the provision of vehicles for temporary use concluded with your company _____.

(signature)