

## 车辆租赁协议（框架）

### Short-term Vehicle Leasing Framework Agreement

甲方：PROMEXICO

Party A: PROMEXICO

乙方：巧思汽车服务（上海）有限公司

Party B (Lessee): Qiaosi Automobile Service (Shanghai) co. LTD

鉴于乙方是专业的汽车租赁服务提供商，甲方因短期用车需要向乙方租赁车辆，双方在平等、自愿协商的基础上签订本车辆租赁协议。

Whereas, Party B is a professional car rental service provider which furnishes short-term motor vehicle leasing services. And, Party A would like to request the services of short-term vehicle leasing from Party B. Therefore, this Short-term Vehicle Leasing Agreement is entered into by and between Party A and Party B through friendly consultations on the basis of voluntary and equality.

#### 1. 车辆租赁流程 Process of vehicle leasing

1.1 甲方至少提前 3 小时向乙方预订车辆。

Party A shall reserve the vehicle from Party B at least 3 hours in advance.

1.2 甲方可通过电话、手机短信、传真、Email 或使用乙方网上订车系统进行预订。乙方在收到甲方预订通知后，将及时通过 Email 或传真方式向甲方确认订单。

Party A may make a reservation through telephone, mobile phone SMS, fax, email or Party B's online vehicle reservation system. Upon receipt of Party A's reservation notice, Party B shall confirm the order with Party A through Email or fax.

1.3 甲方的订单应包括预订人及联系方式、用车人及联系方式（如非预订人）、预订时间、开始和结束地点、车型等信息。

Party A's order shall contain such information as reservation personnel, contact information, vehicle user and contact (if vehicle user is not the reservation personnel), reservation time, the pickup and drop-off location, vehicle type, etc.

1.4 甲方于订单确认后如需更改用车时间和地点，应根据附件一中的预定取消条款进行操作。

If Party A desires to change vehicle use time or place after confirmation of the order, Party A shall operate in accordance with reservation cancellation clause in Appendix I.

1.5 乙方在甲方实际用车前按订单信息制作《用车单》，交由甲方实际用车人在用车后签字确认。

Before Party A's actual use of the vehicle, Party B shall prepare Vehicle Use Sheet in accordance with order information and submit it to Party A's actual vehicle user for conformation after use of the vehicle.

## 2. 甲方的权利与义务 Party A's Rights and Obligations

2.1 甲方有权按本协议及订单要求乙方提供用车服务，并在订单确认后获取具体用车信息。甲方应在用车需要发生变更时尽快通知乙方对订单进行修改，具体收费方式见附件一。

Party A has the right to require Party B to provide the vehicle according to the agreement and the order, and to receive the vehicle information after the confirmation of order. Party A shall notify Party B to amend the order as soon as possible should there be any change.

2.2 如因甲方或实际用车人原因造成违章、车辆扣押、交通事故等情况，甲方应配合乙方妥善处理有关事宜，并承担由此给乙方所造成的损失。如因甲方原因发生遗失车牌或随车证件的，甲方须承担所有补办费用，且车辆停驶期间的租金照常计算。

In the situation such as a result of illegal driving, seizure of vehicles, traffic accidents, etc. caused by Party A or vehicle user, Party A shall properly cooperate with Party B in handling the relevant issues and bear the relevant losses. If vehicle plate or certificates accompanying the vehicle are lost due to Party A, Party A shall bear all expenses for renewal and pay lease expense as usual during the suspension period.

2.3 甲方应按本协议及订单确定的价格条款支付有关车辆租赁价款。

Party A shall pay the total amounts due as they related to the relevant vehicle leasing services set by the terms of this Agreement.

## 3. 乙方的权利与义务 Party B's Rights and Obligations

3.1 乙方是根据中华人民共和国法律合法设立和存续的企业，有合法的汽车租赁资质。

Party B, the company incorporated with valid existence under the law of the People's Republic of China, has the relevant valid legal qualifications for the leasing of vehicles.

3.2 乙方承诺向甲方提供具有机动车产品合格证，符合说明书载明的基本使用要求，设施、性能完好的机动车辆，并随车提供车辆行驶证、年检合格证等行车必需的有效凭证。

Party B warrants that, the provided vehicles have motor vehicle conformity certificate, are in good condition and are fully equipped with normal working functions. Party B further warrants that the vehicle licenses, the certificates of annual checkups and other valid credentials which are necessary are maintained, valid and provided if requested.

3.3 乙方承诺按行业标准定期对车辆进行必要的维修保养，以保证按订单要求向甲方用车人提供安全的用车服务。

Party B shall undertake the regular maintenance of vehicles according to industry standards and legal requirements to

ensure the driving safety of motor vehicles being rented.

3.4 乙方承诺为租赁车辆投保车辆损失险、交通强制险、第三者责任险（限额 100 万元）等保险。

Party B warrants that, the leased vehicle has been covered following insurances, such as Vehicle Body Damage Liability Insurance, Compulsory Motor Vehicle Third Party Liability Insurance and Additional Third Party Liability Insurance (Insurance Coverage: RMB 1000,000).

3.5 乙方承诺，如果在用车过程中发生交通事故、故障或其他情况造成租赁车辆无法继续行驶，乙方将尽快更换车辆或进行维修，以满足甲方的用车需要。如乙方提供的车辆原因造成交通事故、故障或其他情况，甲方遭受实际损失，乙方向甲方承担赔偿责任，赔偿范围包括但不限于甲方实际发生的财产损失、人身伤害导致的医药费、误工费等。

Party B warrants that, if the vehicle being rented breaks down or a traffic accident occurs, or if the vehicle is faulty or other incidents occur rendering the vehicle no longer able to be driven, Party B shall replace or repair such affected vehicle as soon as possible in order to meet Party A's usage needs. If the aforementioned incidents happened due to Party B, Party B shall bear legal responsibility (the coverage of compensation including but not limited to actual property damage, medical expenses, and delay compensation).

3.6 乙方有权不提供超出订单内容以外的用车要求，并有权拒绝违反交通规则或有关法律法规的用车要求。

Party B has the right to refuse a service request beyond the nature of the order or against the traffic rules or laws or other regulations.

3.7 乙方有权按订单确定的价款或用车人的临时用车需求向甲方收取车辆租赁费用。

Party B is entitled to charge for vehicle leasing services as outlined by the order or charge for Party A's temporary leasing service demands.

#### 4. 费用及计算方式 Expense and Payment

4.1 用车费用以订单价格为准。如双方对订单的更改或取消有争议，以实际用车人签署的《用车单》为准。

Lease expense shall be determined by the order. If two parties have any disputes arising from the amendment or cancellation of the order, the Vehicle Use Sheet signed by user shall prevail.

4.2 租赁期限内，如遇国家相关的税费制度发生调整致使租赁车辆运营成本变化或遇国家物价部门调整出租的同类车辆用车价格时，甲乙双方应另行协商调整租金。

During the Lease Term, in case of occurrence of a government-related tax adjustment which leads to material changes to vehicle operating costs, or in the case of the relevant government supervision department adjusts the license fees substantially for the motor vehicles that are the same kind as those being leased under this Agreement, the Parties can renegotiate with each other about the relevant impact to the Services pricing.

4.3 如租赁车辆因乙方原因晚点，在预定时间 30 分钟内到达预定地点时，双方应本着友好协商商讨解决方案；在预订时间 30 分钟后仍未到达预订地点，甲方选择其它交通工具前去预订目的地的，乙方负责承担发生的实际费

用（该费用不超过使用出租车到达预订目的地的实际费用）。

If the leased vehicle is late for the reason of Party B, but reaches the scheduled place within 30 minutes after the scheduled time, both parties shall find a solution through friendly negotiation. If the leased vehicle still fails to reach the scheduled place within 30 minutes after scheduled time and Party A chooses other means of transportation to the scheduled destination, Party B shall bear actually incurred expense (such expense shall not exceed actual expense incurred by use of the taxi to the scheduled destination).

4.4 如因甲方原因未能按照订单中指定的时间和地点使用乙方提供的租赁车辆，按附件一预定取消条款确定甲方应支付的费用。

If Party A fails to use the leased vehicle provided by Party B in accordance with date and place specified in the order for the reason of Party A, expense payable by Party A shall be determined in accordance with reservation cancellation clause in Appendix I.

4.5 乙方的车辆租赁正常时段为每日 7:00 至当日 24:00。如甲方需要在 7:00 之前或 24:00 之后用车，乙方需加收 50 元/时/车的非正常时段车辆租赁费。

Party B's normal duration of vehicle lease is from 7:00 to 24:00 each day. If Party A desires to use the vehicle before 7:00 or after 24:00, Party B will additionally collect abnormal vehicle lease expense at RMB 50/hour/vehicle.

4.6 付款方式：甲方可以选择现金，银行卡或预付等方式支付车辆租赁费用，如经乙方同意，也可以使用月度结算的方式。具体方式：乙方于每个月 5 日提供甲方上个月的用车明细，甲方须在乙方邮件或传真发出日后 5 个工作日内对上月用车明细结算金额予以确认或提出异议（若双方对某笔费用存有争议的，甲方不得以此为由，延迟或拒绝支付其他无争议部分的费用）。双方确认一致后，乙方于 3 个工作日内向甲方提供由合同履行地乙方的分支机构或子公司开具的发票，发票类型为：增值税普通发票。甲方在收到乙方发票后 5 个工作日内通过银行转账、支票及其他双方共同确认的方式向乙方支付费用。Payment: Party A may choose to pay for the vehicle leasing by cash, credit card or pre-payment. Monthly payment is available with special approval from Party B. Specific method: Party B shall provide the details of vehicle rental service of previous month on the 5th of each month. Party A shall confirm or raise any opposition to the amount due within 5 working days from the date of its receipt (If there are any disputes to some fees, it shouldn't be a reason for Party A to delay or refuse to pay the other non-controversial part of the cost). After mutual consent by the parties, Party A shall provide the invoice that issued by Party B's branch offices or subsidiaries which located in the performance of the contract, Invoice type: Fapiao. The amount due shall be paid within 5 working days through bank transfer, check or other ways agreed by two parties. **不可抗力** Force Majeure

## 5. 违约责任 Liability for Breach

5.1 甲乙双方均应按本协议和订单享有权利、履行义务，并应在违约时按协议和订单约定承担给对方造成的实际损失和其他法律责任。

Both parties shall enjoy their rights and perform their obligations prescribed by this agreement, and either party who

breaches the agreement shall compensate the actual loss and bear the corresponding responsibility.

5.2 甲方逾期支付费用的，乙方有权向甲方收取按照应付而未付金额×每日 3%计算滞纳金，直至实际付清之日为止。

If Party A fails to pay lease expense, expenses or security deposit within the specified period, Party A shall pay liquidated damages for each day overdue (amount of liquidated damages=outstanding amount × 3%), until outstanding amount is actually repaid.

## 6. 协议期限 Valid Term

本协议期限自 2018 年 2 月 1 日至 2018 年 12 月 31 日。在前述期限内，本协议约定适用于双方之间发生的每次车辆租赁。具体用车信息（包含价格）以双方确认的订单为准。

The Agreement begins from 2018/2/1 and will expire on by 2018/12/31. During this period, this Agreement shall be applied to each vehicle rental between the two parties. For specific vehicle leasing information (price included), see the order confirmed by both parties.

除非双方另有书面约定，联系人、邮箱地址及联系电话（邮箱地址和联系电话须与甲方统一对外使用一致）具体如下：

Contact person, email address and contact phone number are as follows, email address and phone number must be consistent with party A unified external use.:

**甲 方: PROMEXICO**

联系人(Contact Person):

邮箱地址 (Email Address):

联系电话 (Contact number):

地 址: (Address):

**乙 方**

联系人(Contact Person): Oscar

联系电话 (Tel): 18502128677

联系地址(Address): Room 2002, building A, no. 1301, Gonghexin Road jing 'an district, Shanghai

## 7. 协议的中止、解除与终止 Suspension, Cancellation & Termination

7.1 如协议成立以后一方客观情况发生重大变更，继续履行协议对于该方明显不公平或者不能实现协议目的，双方经友好协商可解除协议。

If one party has a major change of objective circumstances, after the establishment of agreement, and continuing the performance of the agreement will be unfair for that party or fail to achieve the purpose, the two parties can cancel the agreement through friendly consultations.

7.2 协议有效期内，如因相关政策法规调整，致使协议约定的有关条款与规定相悖的，一方有权更改相悖条款，另一方应当予以配合；如政策的调整致使协议不能继续履行或协议目的不能实现的，双方应友好协商解决协议。

If adjustment of related policies and regulations causes related articles agreed in this Agreement conflict with provisions within effective period of this Agreement, either party shall provide assistance. If adjustment of policies makes it impossible to perform this Agreement or realize the purpose under this Agreement, both parties may rescind this Agreement through friendly negotiation.

## 8. 协议的完整性及争议的解决

### Integrity & disputes settlement of the agreement

8.1 本协议及附件和订单构成双方之间的完整协议，是本协议的不可分割的部分，与本协议具有同等效力，并替代任何先前双方就本协议事项达成的任何口头或书面协议（包括但不限于电子邮件、传真、信件等）。

This Agreement and all appendixes and orders shall constitute an entire Agreement between both parties and surpass any prior written or oral agreement, commitment, representation, understanding and negotiation concerning object of this Agreement between both parties.

8.2 本协议有效期内，一方给予另一方宽限或延缓行使本协议项下的任何权利，均不影响、损害或限制该方根据本协议和有关法律而享有的一切权益，也不应视为该方对本协议项下任何权利的放弃。

Within effective period of this Agreement, either party's provision of any grace to other party or delay's in exercising any right under this Agreement shall not affect, damage or restrict all rights and interests of such party conferred in accordance with this Agreement, laws and regulations, and such party shall not be deemed to have waived any right and interest under this Agreement.

8.3 甲乙双方因本协议的履行发生争议的，应通过友好协商解决；协商解决不成的，双方同意向乙方所在地的人民法院提起诉讼。

Disputes between both parties arising from interpretation and performance of this Agreement shall be settled through friendly negotiation. If negotiation fails, both parties agree to bring a lawsuit to the people's court in the place where Party B resides.

## 9. 协议生效及其他 Agreement Validation and Miscellaneous

9.1 本协议经双方加盖公章/合同专用章后方可生效。

This Agreement shall take effect after both parties affix common seals.

9.2 鉴于双方的友好合作，乙方同意在本协议存续期间，【甲方员工注册成为乙方个人会员租赁其他车辆时，将享受乙方金卡会员待遇。】

Considering friendly cooperation between both parties, Party B agrees Party A's employees will be entitled to

treatment of Party B's gold card members after they become Party B's individual members and use Party B's individual self-driving service.

9.3 本协议壹式肆份，双方各执贰份，具有同等效力。

This agreement is made in four originals, each party holds two originals, and they are equally authentic.

**签署 Signature**

**甲方(Party A): PROMEXICO**

(盖章 Stamp)

日期(Date): 2018/2/1

**乙方(Party B): 巧思汽车服务（上海）有限公司**

(盖章 Stamp)

日期(Date): 2018/2/1

## 附件一：订单的修改与取消

### Appendix I: Modification and Cancellation of the Order

#### 一、用车服务开始前，订单的修改、取消条款

##### Modification and cancellation of the order before commencement of vehicle use service

1. 如甲方预订 7 人座以下车型（含 7 人座）的，修改或者取消订单须至少提前 4 个工作时书面通知乙方；如提前 2 个工作时但不足 4 个工作时的，乙方将收取订单金额 50% 的费用；如不足 2 个工作时的，乙方将收取订单金额 100% 的费用。

If Party A reserves a vehicle with less than 7 seats (inclusive), Party B shall be informed of modification or cancellation of the order 4 working hours in advance. If Party B is informed 2 hours in advance, but less than 4 working hours, Party B will collect expense at 50% of amount indicated in the order. If Party B is informed less than 2 working hours in advance, Party B will collect expense at 100% of the amount indicated in the order.

2. 如甲方预订 7 人座以上车型的，修改或者取消订单须请至少提前 24 个小时书面通知乙方；如提前 12 个小时但不足 24 小时的，乙方将收取订单金额 50% 的费用；如不足 12 个小时的，乙方将收取订单金额 100% 的费用。

If Party A reserves a vehicle with more than 7 seats, Party B shall be informed of modification or cancellation of the order 24 working hours in advance. If Party B is informed 12 hours in advance, but less than 24 working hours, Party B will collect expense at 50% of amount indicated in the order. If Party B is informed less than 12 working hours in advance, Party B will collect expense at 100% of the amount indicated in the order.

3. 如甲方在香港用车或者用车去香港的，修改或者取消请至少提前 48 小时书面通知乙方；如提前 24 个小时且不足 48 小时的，乙方将收取订单金额 50% 的费用；如不足 24 个小时的，乙方将收取订单金额 100% 的费用。

If Party A uses the vehicle in Hong Kong or to Hong Kong, Party B shall be informed of modification or cancellation of the order 48 working hours in advance. If Party B is informed 24 hours in advance, but less than 48 working hours, Party B will collect expense at 50% of amount indicated in the order. If Party B is informed less than 24 working hours in advance, Party B will collect expense at 100% of the amount indicated in the order.

4. 旅游旺季（4 / 5 / 9 / 10 月）、国家规定的法定公众节假日或大型展会、赛会（如广交会等）期间，针对全部车型的修改或者取消请至少提前 48 小时书面通知乙方，否则乙方将收取订单金额 100% 的费用。

During the period of peak tourist season (April/May/September/October), legitimate public festivals and holidays specified by the State or large-scaled exhibitions or competitions (such as Canton Fair), Party B shall be informed of modification or cancellation of the order of all vehicle types 48 working hours in advance. Otherwise, Party B will expense at 100% of the amount indicated in the order.

5. 三亚地区的春节假期期间用车一经确认，无论是否取消，乙方均将收取订单金额 100% 的费用。

Once vehicle use is confirmed during the period of Spring Festival in Sanya, Party A will collect expense at 100% of the amount indicated in the order, whether the order is cancelled or not.

#### 二、用车服务开始后，订单的修改条款

### Modification of the order after commencement of vehicle use service

1. “市区单程用车”服务中，如甲方临时增加行程的，同意按相同车型的“市区包半天用车”（以适用的服务类型为准）服务价格与乙方结算；如甲方的实际用车超过适用服务类型的服务时间和/或里程限制的，则须另行支付超时费和/或超里程费。

As for In-City Point-to-Point Services, if Party A temporarily increases the trip, Party A shall agree to make a settlement with Party B in accordance with service price of In-City Half-Day Trip Service of the same vehicle type (subject to applicable service type). If Party A's actual vehicle use exceeds service time and/or mileage limit of applicable service type, Party A shall additionally pay over-time charge and/or over-mileage charge.

2. “市区包半天用车”服务中，如甲方临时增加行程的，同意按相同车型的“市区包天用车”（以适用的服务类型为准）服务价格与乙方结算；如甲方的实际的用车超过适用服务类型的服务时间和/或里程限制的，则须另行支付超时费和/或超里程费。

As for In-City Half-Day Trip Service of the vehicle, if Party A temporarily increases the trip, Party A shall agree to make a settlement with Party B in accordance with service price of In-City Full-Day Trip Service of the same vehicle type (subject to applicable service type). If Party A's actual vehicle use exceeds service time and/or mileage limit of applicable service type, Party A shall additionally pay over-time charge and/or over-mileage charge.

3. “市区包天用车”和“市区包半天用车”服务中，如甲方临时减少行程的，则同意按原订单金额与乙方结算。

As for In-City Full-Day Trip Service and In-City Half-Day Trip Service, if Party A temporarily decreases trip, Party A shall agree to make a settlement with Party B in accordance with the amount indicated on the original order.

4. “异地当天来回用车”服务中，如甲方临时减少服务行程的，同意按相同车型的“市区包天用车”（以适用的服务类型为准）服务价格与乙方结算；如实际的用车服务超过适用服务类型的服务时间和/或里程限制的，则前述结算标准为【车辆出发城市--车辆实际到达地】的实际费用。

As for Inter-City Round-Trip in One Day, if Party A temporarily decreases the trip, Party A shall agree to make a settlement with Party B in accordance with service price of In-City Full-Day Trip Service of the same vehicle type (subject to applicable service type). If Party A's actual vehicle use exceeds service time and/or mileage limit of applicable service type, the foregoing settlement standard shall be actual expense [from starting city of the vehicle to actual arrival point of the vehicle].

5. “市区单程用车”服务（“机场接机服务”除外）中，如甲方在用车服务过程中需车辆等候的，将按 100 元/小时向乙方支付等候费，不足 1 小时的按 1 小时计付；如甲方实际的用车时间晚于订单约定的上车时间的，将按 100 元/小时向乙方支付晚点费，不足 1 小时的按 1 小时计付。

As for In-City Point-to-Point Services (except Airport Pick-up Services), if Party A needs to wait, Party A shall pay waiting expense to Party B at the rate of RMB 100/hour. If waiting time is less than an hour, waiting expense shall be calculated as one hour. If Party A's actual vehicle use time is later than that agreed in the order, Party A shall pay late fee to Party B at the rate of RMB 100/hour. If late time is less than an hour, late fee shall be calculated as one hour.

