

TEMPORARY ASSIGNMENT AGREEMENT FOR USE OF ELECTRIC VEHICLE

Place and date.

On the one hand, as the OWNER:

The entity ".....", with tax ID number and registered at, represented by, with ID number....., as, as stated in the deed authorized by the Notary in..... dated....., numbered of its protocol.

On the other side, as ASSIGNEE:

The entity ".....", with tax ID number and registered at, represented by, with ID number....., as, as stated in the deed authorized by the Notary in..... dated....., numbered of its protocol.

All with enough legal capacity for the execution of this TEMPORARY ASSIGNMENT AGREEMENT FOR USE OF ELECTRIC VEHICLE, according to reciprocally recognized pursuant to the powers attributed, in accordance with their respective positions,

EXPOSED

1°.- The entity ".....", hereinafter ASSIGNEE, is interested in participating in the study integrated into the framework of the European Project called "E-Bridge" developed by the **CEAGA FOUNDATION**, hereinafter OWNER, which objective is obtain the satisfaction surveys designed and the usage data of the monitored electric vehicles.

2°.- That for the implementation and development of the services covered by the study referenced in the previous section, it is necessary and both parties agree, execute this RELEASE AGREEMENT TEMPORARY USE OF A VEHICLE FLEET ELECTRIC, under the following

CLAUSES

FIRST. – IDENTIFICATION OF THE VEHICLE OBJECT OF ASSIGNMENT

CEAGA FOUNDATION owns the vehicle unit Brand, Model
..... Registration and Chassis No.

SECOND. - DELIVERY AND RECEIPT OF THE VEHICLE UNIT

OWNER temporarily gives free of charge to the ASSIGNEE, who accepts, the use of electric vehicles identified in the preceding clause, equipped with a monitoring device that allows removal permanent geolocation individualized usage data necessary to carry to effect the object of the Project Study referred to the expository of this contract, which is managed by the ASSIGNEE perform under the following conditions.

To this end, hereby the OWNER delivery to the ASSIGNEE the electric vehicle monitored previously identified, in perfect condition, upkeep and maintenance, which is received by the ASSIGNEE to its satisfaction with all documentation necessary, including the policy of insurance signed by the OWNER, and the accessories needed for recharging and convenient operation and warranty and maintenance contract signed with the manufacturer.

THIRD. - DURATION OF THE ASSIGNMENT

3 MONTHS from the date of signature

FOURTH. - ASSUMPTION OF RESPONSIBILITY FOR THE ASSIGNEE

The ASSIGNEE from the time of delivery and during the period agreed in the contract is responsible for all criminal, civil and administrative caused by or arising out of use of the vehicle assigned.

FIFTH. - PRESERVATION, MAINTENANCE AND REPAIR OF VEHICLES

The ASSIGNEE agrees to maintain optimum operating conditions the vehicle assigned, which should be kept in good state of maintenance and return it at the end of the contract, in the same condition as when received.

Also, the ASSIGNEE agrees to notify the OWNER, immediately, mechanical problems or other obliging keep the vehicle or any of its elements, devices or accessories out of operation and any incident that affects compliance for the purposes covered by this contract.

Similarly, the ASSIGNEE shall ensure that the vehicle assigned, keep operating during the term of this contract, the monitoring system installed in it.

SIXTH. - RETURN OF VEHICLE

Once terminated the contract and / or the expiration of the duration, the ASSIGNEE agrees to repay immediately to the OWNER, the vehicle assigned, to be returned along with all accessories and items in perfectly clean use and maintenance, as you receive it, unless the deterioration caused by normal use of the same, being in any event liable to the OWNER of the damages suffered by the vehicle so far to occur effective delivery same in the premises of the OWNER.

SEVENTH. - VEHICLE OPERATING SYSTEM: CONDITIONS OF ASSIGNMENT AND OBLIGATIONS OF THE ASSIGNEE

The transfer of vehicle unit is made solely to the direct use, exclusive free workers from all departments or areas of the ASSIGNEE, a vehicle fleet of the company and provided for business purposes only strictly prohibited the use of special purpose vehicle or different from those developed by the ASSIGNEE own and use by people who do not meet the required conditions. Misuse of the vehicle or its use by unauthorized person will mean early termination of this contract, and the assumption by the ASSIGNEE all liabilities arising therefrom.

In addition to those expressed above are obligations of the ASSIGNEE:

- 1) Collect and deliver the vehicle on the premises of **CEAGA FOUNDATION**, which will be returned perfectly clean along with all documentation, parts and accessories in the same condition you received it.
- 2) Identify a contact person who performs the functions of dialogue with the OWNER.
- 3) Plan and coordinate the use of the vehicle by at least 40% of its employees from all departments or areas, which meet the following requirements:
 - a) Older than 25 years
 - b) Part of the staff of the company.
 - c) Have valid driver's license and valid in Spain for the category of vehicle older than three years.
- 4) Identify the users with their ID and make sure they comply at all times with the requirements.
- 5) Seek and obtain appropriate informed consent statement signed by each of the users, about the monitoring devices installed in vehicles that allow for permanent geolocation and for the processing and transfer of personal data to the **CEAGA FOUNDATION**, in accordance with applicable law, and whenever necessary for the fulfillment of this contract.
- 6) Put the vehicle available to authorized users along with all the elements required for operation and reloading it.

- 7) Inform users of operation of the vehicle as well as the conditions of use under this agreement and guarantees included and excluded from the coverage of the insurance contract.
- 8) Perform daily monitoring of workers using the vehicle.
- 9) Provide the form **CEAGA FOUNDATION** previously provided by it, duly completed stating anonymously, the survey of each of the workers using the vehicle.
- 10) Report all incidents relating to the vehicle.
- 11) Attend **CEAGA FOUNDATION** requirements for the proper fulfillment of the purposes covered by the contract.
- 12) Report all information requested by the **CEAGA FOUNDATION** about the performance of this contract and, in particular, provide a description of the uses of vehicles and as a list of the people who use them and respond to satisfaction surveys.
- 13) To pay the cost of electricity for recharging the vehicle.

OCTAVE. - INSURANCE, AND LIABILITY COVERAGE

The vehicle is covered by insurance which covers, among others, mandatory insurance liability.

For users of the vehicle may benefit from the coverages included in the insurance object, it must meet the conditions stated in paragraph 3) of the preceding clause, and honor and respect all of its obligations under this contract.

This insurance does not cover damage caused by the theft of personal items forgotten inside the vehicle, or the damage to the tires or those that occur when the user is driving under the influence of alcohol or narcotics.

The ASSIGNEE liable to the OWNER, jointly with the person in charge directly responsible for all damages caused to the vehicle or equipment installed on board, as well as those others that are excluded from the coverage of the policy taken.

A loss occurs due directly attributable to the ASSIGNEE or any of the workers who use the vehicle itself; the ASSIGNEE shall pay the amount of damage caused to the limit of the exemption provided for in the Policy, and all those in excess of limit of insurance purchased.

In any case, the ASSIGNEE shall bear the costs of violations, fines or penalties which is responsible the driver of the vehicle, and any damage or injury resulting from a breach of its obligations under this contract.

NINTH. - PROTECTION OF PERSONAL DATA

The parties shall submit, for the protection of personal data, the provisions of Law 15/1999, of December 13 and Royal Decree 1720/2007, of 21 December, approving the Development Regulations of the Law

In any case, personal data obtained by the **CEAGA FOUNDATION** by reason of this contract will be treated with total respect for the privacy of the parties and other persons involved, and will be saved in a file declared to the Agency for Data Protection , paying the ASSIGNEE expressly authorize the collection, including, processing and transfer of data necessary for the preparation of the study referenced the expository of this contract and for the fulfillment of the object of the same purposes, and may exercise all the time rights of access, rectification, cancellation and opposition attend accordance with current legislation, by writing

In connection with the rights granted in respect of data protection to the users of the vehicles, the ASSIGNEE agrees to provide information and obtain consent order accurate compliance to data protection in the event that as a result of compliance and enforcement of this contract need be collecting personal information and transfer them to third parties on the terms set out in paragraph 5) of the Eighth Stipulation.

TENTH. - LEGAL REGIME AND JURISDICTION

This contract will be governed by their own terms and for the rest of rules and laws that may be applicable.

Both parties, expressly waiving their own jurisdiction, submit to the jurisdiction of the courts of competent **Vigo** knowledge of the issues that arise in connection with the interpretation, fulfillment and execution of this contract.

In the terms, leave drafted this document, the contents of which, those gathered are affirmed and ratified, by signing in duplicate and a single effect in the city and date specified in the header.

ENTITY OWNER

ASSIGNEE ENTITY