These General Terms and Conditions (hereinafter as "Conditions") are an integral part of the Rental Agreement (hereinafter as "RA") concluded between SPEED LEASE a.s. (hereinafter as "Lessor") and the Renter identified on the front page of RA, on the basis of which the vehicle specified on the front page of RA is rented to the Renter.

# 1. Reservation and Rental Agreement

In case the Renter reserves a vehicle at the Lessor, but then is not present to take it over, the Renter shall pay to the Lessor a NO SHOW FEE (a fee corresponding to one day of rental incl. any fees/surcharges (for services and vehicle equipment associated to the rental of the reserved vehicle at least 750 ,-czk). Similarly, the Renter shall pay to the Lessor a CANCELLATION fee at the same amount in case of cancelling a planned reservation of vehicle within 24 hours from the beginning of intended rental. By making his/her reservation, the Renter agrees to be billed the NO SHOW FEE or CANCELLATION fee to the debit of his/her payment/credit card indicated in the reservation, or with these fees being invoiced to him/her.

RA is concluded for a fixed period, beginning on the day of its signature. RA is terminated upon expiry of the agreed rental period or taking over the vehicle by Sixt employee except the case of permanent remove of the vehicle out of operation when RA expires by the date of insurance company or judge advocate confirmation delivery regarding permanent removal of the vehicle from operation and insurance company certificate proving insurance claim and its extent. The agreed rental period can be extended only on the basis of a written request by the Renter delivered to the Lessor by the last day of RA's validity. For the purpose of RA, one day of rental period is defined as 24 hours with a tolerance of 59 minutes. The request for extension of RA can be made by the Renter as a letter, a fax message or an e-mail message. The request must always contain an indication on till when the extension is requested, including the particular date. The rental is extended under the conditions agreed in RA. If RA is not extended, returning of the vehicle by the Renter later then within the time agreed in RA is considered its substantial violation. In such case, the Renter shall pay for breach of the obligation under the preceding sentence the rental fee, including any other fees, in the full amount, till and including the day of restitution of the vehicle to the Lessor, plus a charge at CZK 10,000. If the Parties do not agree otherwise, the Renter loses his/her right to restricted responsibility under the agreed conditions and extent CDW, SUPER/ TOP COVER CDW, TP, GT, G, T and PAI and any other potential forms of liability for payment restrictions provided by the Lessor (refer to article 7. of the present Conditions) on the day, on which he/she was supposed to return the vehicle. In case of loss, damaging or theft of the vehicle, the Renter shall continue paying the rental fee, including any other fees, till the moment such loss, damaging or theft of the vehicle has been reported to the Lessor, or till the moment, when the Lessor has demonstrably learned about such loss, damaging or theft of the vehicle in another way.

#### 2. Takeover of vehicle

The Lessor shall hand over the vehicle to the Renter in a good technical condition, in the time and place indicated in RA Cars are strictly nonsmoking under penalty of min. 50Eur. Any potential damage (defects, deficiencies, scratches etc.) of the vehicle, or any other objections, shall be claimed by the Renter before taking over the vehicle and shall be recorded in RA, or in the driver set damage list, or in the takeover log, or in the check-out list when taking over the vehicle / check-in list when returning the vehicle (hereinafter as "TL"). The Renter shall confirm his/her taking over the vehicle by a signature on RA or TL. The Renter is responsible for any damage to the vehicle not indicated in RA or TL. The Lessor is entitled to require compensation for any such damage to the vehicle. Navigation in the Czech Republic is provided with a Czech Republic map.

#### 3. Terms of use of vehicle

The vehicle may be used and driven only by persons indicated in RA. The Renter shall use the vehicle exclusively for his/her personal purposes and adhere to all traffic, customs, as well as other legal regulations and instructions for use from manufacturer. If an alternatively powered (e.g. natural gas or

electro drive) vehicle is rented, the Renter confirms by signing RA, that he/she has become familiar with operating such vehicle, with handling the filling equipment and with instructions on parking/garaging such vehicle. The Renter is responsible for any damage caused by nonobservance of these instructions. The Renter shall take care that no damage is caused to the vehicle and adhere to the instructions provided by vehicle's manufacturer related to the operation of the vehicle, as well as the conditions and recommendations set forth by the Lessor. The Renter shall secure the vehicle against theft, abuse or damage. In particular, the Renter shall not leave the keys and vehicle documents in a parked vehicle and lock the vehicle when parked. The Renter shall not let the vehicle be used by other persons than those indicated in RA, take part in races, competitions or similar events with the vehicle, use the vehicle to carry persons or property against payment, use the vehicle to push or taw cars, trailers or other equipment, subject the vehicle to changes and modifications, and use the vehicle for traveling to countries contrary to the RA, if not otherwise agreed by a record in RA. The Renter shall not drive the vehicle when impaired by alcohol, narcotics, medicals or other substances, which can have impact on driver's perception and ability to react, or let the vehicle being driven by such person. The Lessor is entitled to require access to the vehicle in order to verify that it is used by the Renter in an appropriate way. The Renter shall allow the Lessor make such verification. Nonobservance of any of the above indicated obligations is considered a substantial violation of RA, and, in such case, the Renter is responsible for the vehicle and any damages caused in a full extent, disregarding the agreed amount of coinsurance. In case the Renter uses the vehicle abroad, he/she shall, at his/her own expense, obtain any applicable permits to use the vehicle abroad, and observe the applicable legal regulations of the country, in which the vehicle is used. The Renter is responsible to the Lessor also for any damage caused by nonobservance or violation of this obligation, and, in case the vehicle is retained or requisitioned abroad, the Renter shall make any actions required for releasing the vehicle, and to pay the agreed rental fees for the entire period. In such case, the rental period does not expire, until the vehicle is returned to the Lessor. The Renter shall pay any damage and costs incurred by the Lessor in connection with retaining or requisitioning of the vehicle abroad as well as tow away and parking fees in foreign countries and vehicle return to CZ.

#### 4. Return of vehicle

The Renter shall return the vehicle to the Lessor with all the accessories and documents expecially with lids, electrical cable from electric vehicle and the CD with navigation, if rented to the Renter - "CD NAVI returned" shall be indicated in RA or TL), at the time and place indicated in RA, and in a condition, in which he/she took it over, with regard to usual wear. If there will not be all accessories returned together with the vehicle the Lessor is allowed to require compensation at cost of new accessories while also charge of 1.000 CZK. The Renter shall return the vehicle with a full fuel tank, or, as the case may be, full fuel tanks in case of alternatively powered vehicles, if he/she has not paid the Prepaid Petrol Fee, or if he/she has not paid the service after returning the vehicle. If the Renter has received also a fuel card from the Lessor, the price for all filled fuel and/or the price for other spendings goods and services purchased in this way shall be billed to the Renter subsequently at any time the Lessor identifies such use of the fuel card. In case of loss or theft of the fuel card, the Renter shall notify the Lessor in writing about this situation. Before such notification and block according to the rules of the card issuer, the Renter is responsible for any transactions made using this card, and shall pay to the Lessor the fee for its blocking (refer to Pricelist of Nonstandard Actions). A similar procedure applies also in case the Renter does not return the card together with the vehicle (i.e. blocking, charge and responsibility for all transactions until blocking of the fuel card is made). The vehicle shall be handed over to appointed Lessor's employee or to a third party appointed by the Lessor. The Renter is responsible for the vehicle, until the Lessor has physically taken it over and has confirmed this fact by a signature in RA or TL; from this moment on, the vehicle is considered duly returned. Before taking over the vehicle, the Lessor or the third party appointed by the Lessor shall check the condition of the vehicle and record the identified condition in RA or TL (in particular, any damage indicated in RA or TL when the vehicle was being taken over by the Renter shall be indicated). Also the Renter shall sign such record in RA or TL, otherwise the Lessor does not provide him/her with a confirmation on returning the vehicle (copy of RA or TL). A

refusal to sign RA or TL does not relieve the Renter from responsibility for any identified damage to the vehicle and, in addition, the Lessor is entitled to bill such Renter with a fee at CZK 10,000. In case the Renter returns the vehicle in a dirty condition, not allowing an appropriate check of overall vehicle's condition, this fact is recorded in RA or TL, and, in such case, the Lessor is entitled to be compensated for any damage to the vehicle (including wrong fueling and engine damage), which is identified after the vehicle has been washed, i.e. also such damage, which is not indicated in RA and TL upon returning the vehicle by the Renter, including the cost of washing. The Lessor is entitled to bill the Renter with a fee of CZK 10,000 also in case the Renter does not duly return the vehicle to the Lessor (e.g. if the Renter leaves the vehicle on a parking place). In such case, the obligation to pay the rental fee incl. all additional fees, as well as the responsibility for any damage (including wrong fueling and engine damage) to, loss of, destruction of or theft of the vehicle, remains with the Renter, until the Lessor has resumed its full control. When the vehicle is to be returned without the presence of Lessor's authorised person (eg. a hotel reception desk, key box) - only if agreed with the Lessor in advance, the Renter shall inform the Lessor on this fact without delay. Otherwise the Renter shall pay the rental fee, including all additional fees, until the Lessor has been demonstrably informed about such return of the vehicle. Renter is fully responsible for any damage or loss of the vehicle until the vehicle is overtaken by authorised person of Lessor.

### 5. Rental fee and charges

The Renter undertakes to pay the rental fee and all additional charges associated with the use of the vehicle, including compensation for damage, in a proper and timely manner. In case of a rental agreed for a period longer than 1 month, billing and invoicing shall be made continuously, normally after every 28 days of rental. The advanced payment / warranty that the Renter is obliged to deposit with the Lessor upon signature of RA, shall be cleared after return of the vehicle. The depositing of an advanced payment / warranty does not affect the obligation of the Renter to pay the rent. The amount of the advanced payment shall be determined by the Lessor, who is entitled to decide about its increase during the rental period, even without a prior consent by the Renter. The Lessor is entitled to offset all Lessor's financial receivables in respect of the Renter implied by the concluded RA, or, as the case may be, by other contracts between the Renter and the Lessor, using the deposited advanced payment / warranty. The Renter shall pay to the Lessor also any fees, which are indicated in the Pricelist of Nonstandard Actions (its current version published at www.sixt.cz). By signing RA, the Renter agrees to be billed the rental fee including the price for insurance coverage, the price for the Missing Fuel Replenishment / Servicing After Return services, the amounts used from the fuel card, the compensation for any damage to the vehicle, the coinsurance in case of damage to the vehicle or any other fees associated to the rental of the vehicle, to the debit of the payment/credit card indicated in RA. The Renter takes into account and agrees with possible unilateral change in the rental amount in the event of emergence of new charges or ganges in the current charges on the side of the lessor, in particular in the amount of insurance, road tax charges related to the radio or TV and other possible duties, taxes, fees and other similar costs. In case of delay with the payment of the rental fee and additional charges associated with the use of the vehicle, including compensation for damage, the Renter shall pay to the Lessor a late payment interest at 0.05% from the outstanding amount per day. In case the Renter does not pay the outstanding amount even within the grace period defined in the reminder notice related to the outstanding invoice (charge at CZK 100 - refer to Pricelist of Nonstandard Actions), the Lessor shall immediately initiate a legal enforcement of the amount or enforcement mediated by a collection agency. The Renter shall pay to the Lessor the full costs associated with such enforcement, however, at least CZK 5,000 for every case of enforcement.

#### 6. Repairs and maintenance

The Lessor shall provide or have provided, at Lessor's expense, common repairs and maintenance of the vehicle, as well as regular inspections of the vehicle. The Renter shall allow for providing repairs, maintenance and inspections of the vehicle and tolerate restrictions in the use of the vehicle in the extent necessary for their providing. The Renter shall, if not otherwise agreed with the Lessor, contact Lessor's

subsidiary, from which he/she has taken over the vehicle, and, together with such subsidiary, provide for exchange of tires in case of transition between periods of the year (usually March and November). Such exchange is made at the expense of the Lessor. However, the Renter is not entitled to compensation of his/her expense associated to the exchange of tires (e.g. time, fuel etc.). The Renter is entitled to be provided by the Lessor another vehicle of equal or similar quality for the time of such repair or maintenance. The costs associated with the repair shall be born by the Lessor, with the exception of cases, when the need for repair was caused as a result of inappropriate use of the vehicle or of the use of the vehicle in contradiction with the usual way of using a vehicle, or of a violation of the provisions of the Rental Agreement by the Renter or by persons, whom the Renter allowed access to the vehicle. In such cases, the costs of repair shall be fully born by the Renter, and the Renter shall be fully responsible for any damage caused to the Lessor as a consequence of such acting. The Renter shall notify the Lessor, without unnecessary delay, on any defects demonstrated on the vehicle during its use requiring a repair. In case the Renter does not meet this obligation without unnecessary delay, the Renter shall be responsible to the Lessor for any damage caused by this and shall loose any rights, which would otherwise belong to him/her as a result of impossibility or restricted possibilities of using the vehicle.

# 7. Responsibility for damage (CDW, TP, GT), personal accident insurance (PAI)

For persons authorized to drive a vehicle, the Lessor provides an insurance coverage in the extent and under the conditions of the compulsory insurance of responsibility for damage caused by using a motor vehicle. The Renter is fully responsible towards the Lessor for any damage caused on the vehicle or damage associated with the use of the vehicle, until the Lessor has taken over the vehicle back from the Renter. In the case of damage caused by the renter the lessor is entitled to charge the renter for complex services and administration associated with the settlement of the claim fee of 1500, - CZK (Damage Administration Fee). The Lessor can also require from the Renter a compensation for lost rental cost, i.e. a compensation for lost rental fees in an amount corresponding to the agreed rental fee, if the Renter returns the vehicle damaged or without documents and accessories, or if the Renter does not duly return the vehicle at all, etc., until the day, on which the Lessor can rent the vehicle in an appropriate condition to another renter (i.e. for example during the repair of the vehicle). Damages caused on the vehicle not covered by the agreed insurance coverage policy shall be billed by the Lessor to the Renter on the basis of the damage price overview (its current version published at www.sixt.cz), or on the basis of a price calculation by the particular repair shop. Compensation for such damages is due together with the rental fee and additional charges, or shall be billed to the debit of Renter's payment/credit card indicated in RA (refer to Art. 5 of the present Conditions).

However, Renter's responsibility for damage caused on the vehicle can be restricted up to the amount of the agreed insurance coverage in RA (normally 10% of vehicle's value, min. CZK 10,000 per insurance event) depending on the category of the vehicle, as follows:

- for damage caused by damaging the vehicle or its part or accessories, except for the consequences of theft, attempted theft, or vandalism (CDW),
- for damage caused by loss or theft of the vehicle or its part or by its damaging as a consequence of theft, attempted theft, or vandalism (TP),

provided that the Renter confirms with his/her signature on the front page of RA his/her acceptance of the CDW and TP terms and pays the charge according to the applicable pricelist. The restriction of Renter's responsibility applies separately to each individual insurance event, i.e. to such damage on the vehicle, which is a result of a single insurance event. However, Renter's responsibility cannot be restricted in the case such damage, accident, loss or theft of the vehicle was a consequence of nonobservance of RA, the Conditions, legal regulations or the terms of insurance coverage (disregarding whether intentionally or by omission). On the basis of payment of an additional charge and signature in the field for personal accident insurance (PAI) on the front page of RA, the Lessor shall provide to the Renter insurance coverage of persons travelling in the rented vehicle, in compliance with the conditions set forth by the particular provider of insurance. Fines applied to the Renter for traffic and parking offences committed with the rented vehicle, damages caused by loss of documents, keys or vehicle tools, damage

due to a wrong refueling, damage to wheels of the car, the subsequent damage, including costs, which had to be incurred in order to rectify such damages, shall be always born by the Renter, disregarding the agreed insurance coverage. At the expence of the renter is always also a fine or any other penalty, as well as any other amounts for which payment will be the lessor as the operator of a rented vehicle called in connection with and any offense or other administrative offense committed during the period of RA in relation to rented vehicle ("Penalties "), and in the event of such obligation to pay penalties or other amounts the lessor is entitled to charge the renter extra administration fee of 300, - CZK for the activities associated with the administrative settlement of this matter (the" fINE fEE "). The renter is obliged to do everything possible to immediately get rid of any obligation or liability for the lessor to pay the penalty. If the renter fails to do so, the lessor is entitled to add such charges together with FINE FEE to the credit / debit cards of the renter and is entitled to charge corresponding amount and FINE FEE to renters credit card immediately. Obligation of the lessor to send to the renter relevant invoice shall remain unaffected. In case the Renter pays, together with the charges for CDW and TP, also the charge for SUPER/TOP COVER CDW, he/she obtains a preferential insurance coverage of damages. SUPER/TOP COVER CDW applies to: damage to the vehicle, loss of wheel hubs, , responsibility for accident; it does not apply to: loss of spare wheel and obligatory outfit, loss of documents, keys, manual, driver set or using the wrong type of fueland related car towing and further to damage of tires, hubcaps and wheels A prerequisite for claiming preferential insurance coverage is presenting a police report and the fact that the Renter has not violated any of the obligations implied for him/her by RA, the Conditions, legal regulations or the terms of insurance coverage. By concluding RA and paying the charges for CDW and TP, the Renter is not automatically entitled to be provided the SUPER/TOP COVER CDW service. The decision on providing these services shall be always decided by the Lessor in respect of each individual Renter or each individual RA; the Lessor is not obliged to give any grounds for a potential decision on not providing this service. No insurance coverage may be negotiated or cancelled after the beginning of the rental period.

## 8. Accident, damaging and theft of vehicle

In case of traffic accident, damaging or theft of the vehicle or its part, injury or death of persons (whether caused by the Renter or not)(further "damage event"), the Renter shall call the police and ask for the investigation of the accident and presenting the investigation or its result to the Renter as an official report. This Renter's obligation does not apply only to damage to the tires. In case of any event of damage, the Renter shall fill out complete information required in the "Accident Log" form received together with the vehicle documents. A nonfunctional vehicle must be secured against additional damage or theft. The Renter shall, immediately, or, at the latest, within 24 hours, notify the Lessor on any event of damage related to the vehicle, injury or death of persons as a consequence of the event of damage, the place, where the vehicle is located, and make sure that all documents, keys and other documentation related to the vehicle and to the event of damage, including a completed "Accident Log" form and the police record/report, are presented to the Lessor as soon as possible. In case the indicated documentation is not presented, the right for insurance coverage becomes inapplicable. The Renter shall provide to the police, the Lessor and Lessor's insurance company any required assistance and cooperation needed for a complete investigation of the event of damage and for its processing and, as the case may be, for the associated legal proceedings. The provisions of Article 7 permission of the lessor to charge renter Damage Administration Fee of € 1.500, - CZK apply.

#### 9. Miscellaneous

The Renter declares to comply with all requirements defined by legal regulations for driving motor vehicles (valid driver's license, driving permit in case of Renter's age exceeding 60 years etc.) and eclares the driver's licence is older than 2 years. The Lessor is responsible towards the Renter or towards third parties only for losses and damages, caused to them as a direct consequence of the vehicle rental or of its use, when caused by the fault of the Lessor or by Lessor's negligence. Any such losses or damages shall be reported to the Lessor within 24 hours from their occurrence. The Renter shall notify the Lessor on a change of his/her domicile or any other change that could have impact on compliance with his/her

obligations. The Renter agrees that the data from RA including his/her personal data are processed and stored in Lessor's database, or potentially also used for distribution of commercial offers. For case solvency of the Renter needs to be verified or confirmed, the Renter agrees with the use of his/her personal data for this purpose, or with their providing to a third party. For case of delay in returning the vehicle to the Lessor, the Renter understands that the Lessor will report the vehicle as lost or stolen to the police authorities, or bring a legal charge for restitution of property to the appropriate court of law; any consequences that can be caused by this fact shall be born exclusively by the Renter. If the Renter uses the vehicle in contradiction with RA, the Conditions or in a way causing damage to the Lessor or which can cause damage to the Lessor, this is considered a substantial violation of RA and the Lessor is entitled to terminate RA, the notice entering into force upon its delivery to the Renter. The Lessor can terminate RA also in case the Renter does not pay the rental fees in agreed amounts and on agreed dates. In such case the termination the Agreement enters into force upon its delivery to the Renter. In matters which are not expressly covered by RA or the Conditions, the rental relationship is governed by the applicable provisions of legal regulations of the Czech Republic; decision of potential disputes is governed by the courts of the Czech Republic, subject to the applicable process rules defined by the legislation of the Czech Republic; Lessor's jurisdiction is decisive; the decisive wording of RA and the Conditions is in the Czech language. The Renter hereby agress that Lessor will send news and marketing offers to his/he email address mentioned within the reservation/rental process to Lessor. The Renter declares that all data provided by him/her are true and that he/she agrees with no objections with the Conditions. The currently applicable wording of the Conditions is published at www.sixt.cz.