

These Terms and Conditions of Car Rental Services, (herein referred to as the "**T&C**"), are an inseparable part of the Rental Agreement, (herein referred to as the "**RA**"), stated on the front page, and are compliant with Section No. 2321 and following of Act No. 89/2012 Coll., the Civil Code, as amended, (herein referred to as the "**CC**"), between SPEED LEASE a.s., with its registered seat in Prague 1, Benediktská 690/7, CZ-110 00, Company ID No.: 629 12 691, registered in the Commercial Register maintained by the Municipal Court in Prague, File No.: B 13469, (herein referred to as the "**Lessor**"), and the renter identified in the RA, (herein referred to as the "**Renter**"). A vehicle specified in the RA is rented to the Renter for temporary use based on a concluded RA, (herein referred to as the "**vehicle**").

1. Reservation and RA

1.1. In such a case where the Renter reserves a vehicle at the Lessor and fails to show up in compliance with the made reservation of the vehicle, (herein referred to as the "**Reservation**"), or the RA, the Renter shall pay the Lessor a contractual fine in the amount corresponding to the rental fee for the first entire day (24 hours) of the rental of the vehicle (calculated proportionally from the total amount of rental fee according to the Reservation), but at least CZK 1,000, (herein referred to as the "**NO SHOW FEE**").

1.2. The Renter has the right to cancel the obligation arising from the Reservation or the RA by paying a cancellation fee in the amount corresponding to the rental fee for the first entire day (24 hours) of the rental of the vehicle (calculated proportionally from the total amount of rental fee according to the Reservation), but at least CZK 1,000, to the Lessor if the cancellation is made later than 24 hours prior to the date of taking over the vehicle indicated in the RA, (herein referred to as the "**CANCELLATION FEE**").

1.3. By making his/her Reservation, the Renter agrees to be charged the NO SHOW FEE or CANCELLATION FEE to the debit of his/her payment/credit card indicated in the Reservation or the RA, whereas these fees will be billed to him/her in an appropriate manner.

1.4. The RA is concluded for a fixed period, beginning on the day of its signing by both parties. The RA may be terminated (i) by a written agreement of the Lessor and the Renter, (ii) by

expiry of the agreed rental period, (iii) by a written notice of the Lessor, (iv) by a written notice of the Renter, (v) withdrawal of the Lessor based on legal reasons, or (vi) withdrawal of the Renter based on legal reasons. After the termination of the RA, the Renter is obliged to return the vehicle to an authorized employee of the Lessor on the day and time indicated in the RA, at the latest. In a case where the vehicle becomes permanently unroadworthy, the RA shall be terminated on the day on which the Lessor receives a confirmation from an insurance company or a court expert regarding the vehicle becoming permanently unroadworthy and a certificate from an insurance company regarding the occurrence and extent of the insured event. In case of theft of the vehicle, the RA expires on the day on which the Lessor receives a confirmation from an insurance company or a court expert regarding an approved claim for insurance payment due to the theft of the vehicle. The Renter is responsible for any damage to the vehicle until such time the vehicle is returned and accepted by the Lessor.

1.5. The agreed rental period can be extended on the basis of a written request by the Renter delivered to the Lessor by the last day of the RA's validity. For the purpose of the RA, one day of rental period is defined as 24 hours. The request for extension of the RA can be made by the Renter in letter form, an e-mail message or a postal data message to the Lessor's data mailbox, whereas the request must always contain an indication until when the extension is requested, including a specific date and hour, whereas the rental is extended under the same conditions agreed upon in the RA, provided the Lessor confirms the extension via any of the methods of delivery to the Renter pursuant to Article 10 of these T&C. If the RA is not extended, the Renter returning the vehicle later than within the time agreed upon in the RA is considered as a substantial violation of the RA. In case of a delayed return of the vehicle by the Renter to the Lessor, the Renter is obliged to pay to the Lessor the rental fee as agreed upon in the RA as if the rental had been carried out, including all other fees, whereas for the violation of this obligation, he/she is also obliged to pay a contractual fine in the amount of CZK 10,000 to the Lessor.

1.6. If the parties do not agree otherwise, the Renter loses his/her right to restricted responsibility under the agreed conditions and

extent of CDW, SUPER/ TOP COVER CDW, TP, GT, G, T and PAI and any other applicable forms of restricted responsibility provided by the Lessor for a fee (see Article 7 of these T&C) on the day on which he/she was supposed to return the vehicle to the Lessor pursuant to the RA. In case of loss, damage or theft of the vehicle, the Renter shall continue paying the rental fee, including any other fees, until such day on which the Lessor receives a decision of the Police stating the vehicle has been stolen or when the Police completes the investigation process on the grounds that it is not possible to prosecute a specific person.

1.7. The Renter, who concluded the RA outside the scope of his/her trade, business or profession, (herein referred to as the **"Renter-Consumer"**), has the right to withdraw from the RA within a period of 14 days from the date of its conclusion, provided that the RA has been concluded by means of distant communication (by correspondence or electronically outside the business premises of the Lessor). Within the meaning of Section 1837(a) of the CC, in case that partial fulfillment has been provided by the Lessor pursuant to the RA, the Renter-Consumer has the right to withdraw from the RA within a period of 14 days from the date of its conclusion only within the scope of the yet unfulfilled part of the RA, and in case the RA has been fulfilled (expiry of the rental period) within the period of 14 days from the date of conclusion of the RA, the Renter-Consumer does not have the right to withdraw from the RA.

2. Vehicle Pick Up

2.1. The Lessor is obliged to provide the Renter with a vehicle in good technical condition, with all necessary documentation necessary for operation and at the time and place agreed upon in the Reservation or the RA. Vehicles are non-smoking and polluting the vehicle with smoke shall be charged in compliance with the current tariff of the Lessor, at least CZK 1,250. Any potential damage (defects, deficiencies, scratches, etc.) of the vehicle, or any other issues, shall be claimed by the Renter at the latest upon accepting the vehicle and shall be recorded in the RA, or in the Driver's set Damage list, or in the acceptance log, or in the check-in/out list when accepting the vehicle, (herein referred to as the **"AL"**). The Renter shall confirm his/her acceptance of the vehicle by

signing the RA or the AL, if handover is done at a later time. The Renter is responsible for any damage to the vehicle not indicated in the RA or the AL. The Lessor is entitled to claim compensation for any such damage to the vehicle. Navigation systems in the Czech Republic are provided with a map of the Czech Republic.

2.2. By signing the AL, the Renter expresses his/her agreement that the vehicle fully complies with the RA, has no defects, or the vehicle only has the defects specified in the AL, and that he/she has been familiarized with all the conditions and rules for the use of the vehicle. The AL forms an integral part of the RA as of the day the AL is drawn up.

2.3. In a case of the RA concluded for a period of longer than 1 month, the Lessor reserves the right to replace the current vehicle with another vehicle of the same or otherwise corresponding category at any time during the duration of the RA. The Lessor undertakes to notify the Renter of such a change in writing at least 10 days in advance. In such a case, the Renter undertakes to provide the Lessor with all the necessary cooperation associated with the return of the current vehicle and the taking over of another vehicle. The return of the current vehicle and the taking over of another vehicle will be carried out in accordance with the rules set out in the relevant RA and in these T&C, unless otherwise specified by the Lessor.

3. Conditions for Vehicle Use

3.1. The vehicle may be used and driven only by persons indicated in the RA. The Renter shall use the vehicle exclusively for its intended use on roads, his/her personal purposes and shall adhere to all traffic, customs as well as other legal regulations, as well as to the vehicle manufacturer's instructions for use.

3.2. The Renter confirms by signing the RA that he/she has become familiar with operating the vehicle, with handling the filling or charging equipment and also with the instructions on parking/garaging of the vehicle, even in a case where it is an alternative drive vehicle (e.g. natural gas, electricity, hydrogen).

3.3. The Renter is obliged to protect the vehicle from damage and to abide by the operating instructions stipulated in the manufacturer's instruction manual, as well as to the instructions of the Lessor, and failing to do so shall make the

Renter responsible for all damages caused by not adhering to any such instructions or conditions. The Renter is obliged to protect the vehicle against theft, misuse or damage. In particular, the Renter shall not leave the keys and vehicle documents in a parked vehicle and shall lock the vehicle when parked. The Renter is obliged to immediately inform the Lessor about a required service inspection, or to ensure such inspection is undertaken via the Lessor.

3.4. The Renter may not let the vehicle be used by other persons than those indicated in the RA, take part in races, competitions or similar events with the vehicle, use the vehicle to transfer persons or property against payment, use the vehicle to push or tow cars, trailers or other items, subject the vehicle to changes and modifications without the Lessor's prior written consent, not even at the Renter's own expense. In case of breach of this obligation, the Lessor is entitled to request the Renter to remove any made changes or modifications, without delay. If the made changes or modifications cannot be removed, the Renter is obliged to reimburse the Lessor for the sustained damage and expenses for returning the vehicle to its original state. The Renter is not entitled to use the vehicle to travel to countries indicated in the RA, if not arranged otherwise in the RA. Using the vehicle to travel to countries contrary to the RA will oblige the Renter to pay (beside the One Way Fee) a contractual fine to the Lessor in the amount of CZK 1,000 for each such breach.

3.5. The Renter may neither drive the vehicle under the influence of alcohol, narcotics, medication or other substances, which can impact perception or the ability to react, nor let the vehicle to be driven by a person under the influence of such substances. The Renter is not authorized to use the car radio installed in the vehicle to listen to radio stations; the Renter is authorized to use it only to listen to audio recordings from its own data carrier.

3.6. The Lessor is entitled to request access to the vehicle in order to verify that it is being used by the Renter in an appropriate way. The Renter is obliged to make the vehicle accessible for such inspection without delay.

3.7. The breach of any of the obligations stipulated in Article 3 of these T&C is deemed as a substantial breach of the RA and these T&C and the Renter is fully responsible for any damage to

the vehicle and fully liable for all damage caused in the full extent, regardless of the arranged coinsurance, the limit of which shall not apply, and accordingly the Renter is also obliged to pay to the Lessor a contractual fine in the amount of CZK 50,000.

3.8. 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 operated. The Renter is also responsible towards the Lessor for any damage caused by non-observance or violation of this obligation, and, in case the vehicle is retained or requisitioned abroad, the Renter shall undertake all steps required for releasing the vehicle, and to pay the agreed rental fees and charges for such period. In such a case, the rental period shall 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 as well as towing and parking abroad and its return to the Czech Republic.

3.9. In case any damage occurs to the vehicle, which can be in particular, but not limited to, total damage, loss or damage to the vehicle or its accessories, and which is not covered by the agreed insurance coverage, as well as any damage resulting from a collision between the vehicle used by the Renter and another vehicle (including Lessor's vehicle) in direct relation to settlement of an insured event when an insurance company refuses or reduces payment of an insurance payment, the Renter is obliged to compensate the Lessor for such damage, unless he/she proves that the damage to the vehicle was caused by the Lessor's actions. Provided that the Renter does not prove that the damage was caused by the Lessor, objective responsibility for such damage shall apply within the meaning of Section 2913 of the CC, i.e. the Renter is obliged to pay for the damage, regardless of whether and to what extent he/she was caused the damage. If the damage on the vehicle is higher than CZK 100,000, the Renter is obliged to pay to the Lessor a flat fee to cover the loss of value of the vehicle in the amount of 20% of the repair costs of the vehicle, in a case of total damage/car destruction the amount of 20% of the usual vehicle price determined by the insurance company.

4. Returning the Vehicle

4.1. The Renter is obliged to return the vehicle to the Lessor with all accessories and documents, especially with first-aid kit, spare tire, power cable (in case of an electric vehicle), at the time and place indicated in the RA, and in a condition in which he/she accepted it, having regard to normal wear and tear.

4.2. Should all of the accessories not be returned together with the vehicle, the Lessor is entitled to request financial compensation from the Renter corresponding to the price of the acquisition of accessories as well as a contractual fine in the amount of CZK 1,000 for each individual breach of this Article 4.2 of these T&C.

4.3. The Renter shall return the vehicle with a full fuel tank, or, as the case may be, full fuel tanks/batteries in case of alternatively powered vehicles, if he/she has not paid the Prepaid Petrol Fee. In case the Renter breaches the obligation stated in the previous sentence, the Renter undertakes to pay to the Lessor a contractual fine in the amount of 1.5 times the missing liters of fuel in the fuel tank(s) (Missing Fuel Replenishment / Servicing After Return), plus a service fee in the amount of CZK 300 (REFUELING service). The Lessor is entitled to reduce this contractual fine at its discretion. If the Renter also received a fuel card from the Lessor, the Lessor, as a mandatary, undertakes to procure the purchase of fuel for the Renter, as an undisclosed mandator, in its own name and on the account of the Renter, in accordance with the relevant contracts that the Lessor has concluded or will conclude on the account of the Renter with fuel card issuers, and the Renter undertakes to pay remuneration to the Lessor in this connection. The remuneration for procurement is included in the rental fee. Ownership right to fuel taken via the fuel card arises directly to the Renter. The Renter undertakes to pay to the Lessor all costs for the goods taken (in particular, the entire price of the supply of fuel), which the Lessor paid to a fuel card provider on behalf of the Renter - the price for all fuel pumped and/or the price for other goods or services thus purchased (expenses) shall be charged to the Renter, at any time after the Lessor becomes aware of such use of the fuel card.

4.4. In case of loss or theft of the fuel card, the Renter is obliged to notify the Lessor in writing. Prior to delivery of the notification and blocking the

fuel card in accordance with fuel card issuer policies, the Renter is responsible for any transactions made using this fuel card and shall pay to the Lessor a blocking fee (See Price list of Non-standard Actions). A similar procedure also applies in case the Renter does not return the fuel card together with the vehicle (i.e. blocking, fee and responsibility for all transactions until the fuel card is blocked).

4.5. The vehicle shall be handed over to a person appointed by the Lessor. The Renter is responsible for the vehicle until such time the Lessor has physically accepted it and confirmed this fact by signing the RA and/or the AL; from this moment on, the vehicle is considered returned.

4.6. Prior to accepting the vehicle, the Lessor (a person appointed by the Lessor) shall check the condition of the vehicle and record the identified condition in the RA and/or the AL (in particular, he/she shall record any damage not indicated in the RA or the AL at pick up of the vehicle by the Renter). The Renter is obliged to sign the RA and/or the AL; otherwise the Lessor shall not provide him/her with a confirmation on returning the vehicle.

4.7. Refusing to sign the RA pursuant to the made Reservation or the AL, or signing the RA pursuant to the Reservation or the AL with a reservation or another note of disagreement with the content thereof, shall not relieve the Renter from the responsibility for any identified damage to the vehicle, whereas, provided the vehicle has been damaged, the Renter is obliged to reimburse such damage and to pay an administrative fee to cover the non-standard administrative operations in the amount of CZK 10,000. The Lessor is entitled to compensation for any hidden damage to the vehicle (e.g. damaged chassis, engine damage, damage resulting from incorrect fuel in the fuel tank and cost of its removal, cleaning the vehicle and returning it into its original state, even if there was no damage to the vehicle or any of its parts) that could not have been discovered during inspection of the vehicle condition, i.e. such damage not recorded in the RA and/or in the AL when returning the vehicle by the Renter.

4.8. In case the Renter returns the vehicle in a unclean state or, in an insufficiently lit place, which makes it impossible to properly check the vehicle's condition, this fact shall be recorded in the RA and/or in the AL, and, in such a case, the Lessor is entitled to be compensated for any

damage to the vehicle that will be identified after the vehicle has been washed or in a place with better lighting, i.e. also such damage, which is not recorded in the AL upon returning the vehicle by the Renter, including the cost of washing the vehicle.

4.9. The obligation to pay the rental fee, as well as all additional fees agreed upon in the RA, as well as the responsibility for any damage to, loss, destruction or theft of the vehicle, remains with the Renter until the Lessor has resumed control of the vehicle.

4.10. When the vehicle is to be returned without the presence of a Lessor's employee – person designed by the Lessor (e.g. at a hotel reception desk, key box) – only if agreed with the Lessor in advance, the Renter is obliged to inform the Lessor of this fact without delay. Otherwise, the Renter is obliged to pay the rental fee agreed upon in the RA and all additional charges as agreed upon in the RA until the moment when the Lessor has been demonstrably informed about such return of the vehicle. The Renter is responsible for any damage to the vehicle until such time when the Lessor collects the vehicle.

5. Rental Fee and Charges

5.1. 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 the case of a rental agreed for a period longer than 1 month, charging and invoicing shall be done continuously, ordinarily after every 28 days of rental.

5.2. The advance/guarantee/deposit, (herein referred to as the **"Deposit"**), that the Renter is obliged to deposit with the Lessor upon signature of the RA in order to secure the Lessor's receivables against the Renter and the Renter's obligation to return the vehicle shall be settled after return of the vehicle. Payment of the deposit does not affect the obligation of the Renter to pay the rental fee and charges. The required Deposit amount is stated in the RA, and secures, in particular, payment of the Lessor's receivables against the Renter arising from the rental fee, contractual fines and co-liability for damage, expected administration costs, and costs for fuel; in cases of returning a damaged vehicle, without refueling and for cases of incurred in connection with costs incurred in connection with committing

traffic offences. The exact amount of the Deposit depends on the vehicle value (more in the Rental Information, which forms an integral part of the Reservation or the RA, (herein referred to as the **"Conditions of Rent"**)).

5.3. The Lessor is entitled to offset against the Deposit all the Lessor's financial receivables against the Renter implied by the concluded RA, or, as the case may be, by other agreements between the Renter and the Lessor. The Renter is also obliged to pay to the Lessor any fees, which are indicated in the Conditions of Rent and in the so-called Price List of Non-Standard Actions (its current version is published at www.sixt.cz).

5.4. By signing the RA, the Renter agrees to be charged the rental fee including the price for insurance, 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, recharging fines, the coinsurance in case of damage to the vehicle and any other fees relating to the rental of the vehicle, its towing and parking costs and related administrative costs to the debit of the payment/credit card indicated in the RA, without previous notice.

5.5. The Renter expressly agrees that the Lessor is entitled to unilaterally change the amount of the rental fee, provided that new costs arise for the Lessor or current costs of the Lessor change, in particular insurance premiums, road tax, fees related to radio or TV and other levies, taxes, fees and other similar costs. In case of delay with payment of the rental fee or additional charges associated with use of the vehicle or contractual fines or compensation for damage, the Renter is obliged to pay to the Lessor a default interest in the amount determined by a special legal regulation. In addition to default interest, the Lessor is entitled to demand from the Renter compensation for damage arisen due to late payment of the rental fee, whereby the application of Section 1971 of the CC is excluded.

5.6. In case the Renter does not pay any of the outstanding amounts even within a provided grace period defined in the reminder notice related to the outstanding invoice (charged at CZK 100 per reminder notice - refer to the Price List of Non-standard Actions), the Lessor is entitled to immediately initiate legal enforcement of the amount through courts or through a collection agency.

5.7. In a case where the Lessor has justifiably drawn on the Deposit as described in Article 5.3. of these T&C, the Renter is obliged to supplement the Deposit with the appropriate withdrawn amount within 10 days after being informed by the Lessor that the relevant amount of the Deposit has been drawn by the Lessor.

5.8. The Lessor is entitled to send tax documents (invoices) to the Renter electronically to the contact e-mail address of the Renter specified in the Reservation or the RA, or to another e-mail address specified by the Renter, whereas the Renter agrees with this method of delivery of tax documents (invoices) by signing the RA, and undertakes to pay these within the specified due date. The Renter is obliged to immediately inform the Lessor of any change in the e-mail address for sending invoices and to ensure its proper functionality.

6. Repairs and Maintenance

6.1. The Lessor shall provide, at the 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 provision. Unless agreed otherwise with the Lessor, the Renter is obliged to contact the Lessor's subsidiary, from which he/she has picked-up the vehicle, and, in cooperation with such subsidiary, provide for exchange of tires in case of transition between periods of the year (usually in the months of March and November of the respective calendar year). Such exchange is made at the expense of the Lessor. However, the Renter is not entitled to compensation of any of his/her expenses associated with the exchange of tires (e.g. time, fuel, etc.).

6.2. The Renter is entitled to be provided by the Lessor with another vehicle of an equal or lower class for the time needed for such repair or maintenance. The costs associated with the repair shall be borne 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 a breach of the provisions of the RA by the Renter or by persons to whom the Renter allowed access to the vehicle. In such cases, the costs of repair shall be fully

borne by the Renter, and the Renter shall be fully responsible for any damage caused to the Lessor as a consequence of such behavior.

6.3. The Renter is obliged to notify the Lessor, without any unnecessary delay, of any defects demonstrated on the vehicle during the duration of the rental and which require repair or service inspection. In case the Renter does not meet this obligation without any unnecessary delay, the Renter shall be responsible to the Lessor for any damage caused by such action and shall lose all rights, which would otherwise belong to him/her as a result of impossibility or restricted possibility of using the vehicle due to defects. The Renter is entitled to dispute the price of the vehicle repair within a period of 48 hours from the notification of the price of the vehicle repair by the Lessor; otherwise, the Renter's right to dispute the price of the vehicle repair shall expire without compensation.

7. Responsibility for Damage (CDW, TP, GT), Personal Accident Insurance (PAI)

7.1. For persons authorized to drive a vehicle, the Lessor provides, through a third party, 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 to the vehicle or damage associated with the use of the vehicle, until the Lessor collects the vehicle from the Renter.

7.2. In case of damage caused by the Renter, the Lessor is entitled to charge the Renter, for comprehensive services regarding administrative tasks needed for processing the insurance claim, a fee in the amount of CZK 1,500, (herein referred to as the "**Damage Administration Fee**").

7.3. The Lessor can also require from the Renter a compensation in the form of lost rental fees, i.e. payment of the loss of rental fees in an amount corresponding to the agreed rental fee, if the Renter returns the vehicle damaged or without documents and/or 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 the period until the vehicle is repaired or for the period until the vehicle is removed from the register by the Central Register of Vehicles in the event of total damage to the vehicle). Lost rental

fees also include the compensation for the loss of value of the vehicle, loss of profit from an unusable vehicle and other incidental costs connected with liquidating the damage, towing costs or fuel costs for transporting the vehicle to and from a garage.

7.4. Damages caused to the vehicle not covered by the agreed insurance policy shall be charged 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 respective repair shop. Compensation for such damage is due together with the rental fee and additional charges, and can be charged by the Lessor to the debit of the Renter's payment/credit card indicated in the RA (see Article 5 of these T&C).

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

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

provided that the Renter confirms with his/her signature of the RA the acceptance of the CDW and the TP terms and pays the fee according to the applicable price list.

7.6. The limited liability of the Renter as stipulated in Article 7.5. of these T&C applies to each separate insurance event, i.e. each vehicle damage that results in an insurance event. However, the Renter's responsibility cannot be restricted should such damage, accident, loss or theft of the vehicle be a consequence of non-observance of the RA, the T&C, legal regulations or the terms of insurance coverage (disregarding whether damage has been occurred intentionally or by negligence). If the limited liability of the Renter regarding damage described in Article 7.5. of these T&C is not arranged in the RA, the Renter is liable for the full extent of damage to the vehicle.

7.7. On the basis of payment of an additional fee and signing the personal accident insurance clause (PAI) in the RA, the Lessor shall provide to the Renter insurance of persons travelling in the rented vehicle, in compliance with the conditions as set forth by the particular provider of insurance.

7.8. Fines applied to the Renter for traffic and parking offences and delicts committed with the rented vehicle, damage caused by loss of documents, vehicle keys or vehicle tools, damage caused by changing the fuel, damage to the vehicle's wheels, so-called consequential damage, including costs, which had to be incurred in order to rectify such damage, shall be always borne by the Renter, disregarding the agreed insurance coverage. The Renter shall be charged with any fine or other sanction, as well as any other amount, which the Lessor, as the operator of the rented vehicle, will be forced to pay for offences or other administrative delicts committed during the duration of the RA regarding the rented vehicle, (herein referred to as the **"Sanction"**), whereas, in the event of such an obligation to pay the Sanction by the Lessor, the Lessor is entitled to demand from the Renter the payment of the sanction and further the payment of an amount of CZK 750 as a flat-rate compensation for actions connected with the administrative handling of this matter for each such Sanction, (herein referred to as the **"PENALTY"** or the **"FINE FEE/ADMIN FEE"**).

7.9. The Renter is obliged to undertake all possible action in order to immediately relieve the Lessor from any obligation or responsibility to settle the Sanction. For this purpose, the Lessor is entitled to charge the Sanction together with the FINE FEE/ADMIN FEE to the debit/credit card and is further entitled to immediately deduct the amount corresponding to the SANCTION and FINE FEE/ADMIN FEE from the debit/credit card listed in the RA, or invoice at the Renter's expense. The obligation of the Lessor to issue the relevant invoice is not affected thereby.

7.10. In case the Renter also pays, together with the charges for the CDW and the TP, the charge for SUPER/TOP COVER CDW, he/she then obtains preferential insurance coverage for damage. CDW, TP, SUPER/TOP COVER CDW applies to: damage to the vehicle, causing an accident within the scope of the relevant insurance conditions; it does not apply to, in particular: loss of a spare wheel and obligatory

equipment, loss of documents, keys, user manual, Driver set or the use of the incorrect type of fuel and related vehicle towing, and further to damage to 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 arising to him/her from the RA, the T&C, legal regulations or the terms of insurance coverage. By concluding the RA and paying the charges for CDW and TP, the Renter is not automatically entitled to be provided with the SUPER/TOP COVER CDW service. The Lessor always decides on the provision of these services in respect to each individual Renter or each individual RA; whereas, the Lessor is not obliged to give any grounds for not providing this service with which the Renter expressly agrees by signing the RA. No insurance coverage may be arranged for or cancelled after commencement of the rental period pursuant to the RA.

8. Accidents, Damage and Theft of Vehicle

8.1. In case of a traffic accident, damage or theft of the vehicle or its part, injury or death of a person (whether caused by the Renter or not), (herein referred to as the “**Event of Damage**”), the Renter is obliged to call the police to investigate the Event of Damage and ask for issuance of an official report regarding the investigation of the accident or its result. This Renter’s obligation does not apply only to damage to tires and wheels, provided these were damaged individually.

8.2. In case of any Event of Damage, the Renter is obliged to fill in all the dates required in the “Accident Log” form received together with the vehicle documents. A non-functional vehicle must be secured against additional damage or theft. The Renter is obliged always to, immediately, or, at the latest, within 24 hours, notify the Lessor of any Event of Damage related to the vehicle, injury or death of a person 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 without delay. In case the indicated documentation is not presented to the Lessor in full, the right for insurance coverage does not arise.

8.3. The Renter is obliged to 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 liquidation and, as the case may be, for the associated legal proceedings. In the event that the Renter does not provide the above assistance and/or cooperation, as a result of which the insurance company does not provide insurance coverage or it is reduced, the Renter shall be responsible for the damage caused to the Lessor in full. Provisions in Article 7 of these T&C on the right to charge the Damage Administration Fee amounting to CZK 1,500 to the Renter shall be applied similarly.

8.4. In the event of an accident, damage or theft of the vehicle, the Renter is not entitled to the replacement of the vehicle or other compensation, or to the free provision of a replacement vehicle by the Lessor, unless otherwise agreed between the parties, e.g. as part of the Replacement Car Fee service. All costs for the potential provision of a replacement vehicle to the Renter by the Lessor shall be paid by the Renter, including the costs of delivering the replacement vehicle and repatriating the vehicle and the replacement vehicle. The Renter is entitled to the free provision of a replacement vehicle by the Lessor only in the event that the vehicle is undrivable undoubtedly due to reasons on the part of the Lessor, i.e. only in the event of a vehicle breakdown for which the Renter is not at fault. The Renter always pays for the repatriation of the replacement vehicle.

9. Personal Data Processing

9.1. The Renter, if it is a legal entity or an individual – entrepreneur acting in the course of his/her entrepreneurship, hereby declares that it/he/she is aware that if during conclusion of the RA or during fulfillment of the rights and obligations arising from the RA, processing of personal data of individuals occurs, including in particular personal data of employees or members of bodies of the Renter, and the Renter is in the position of a controller of personal data of such individuals and the Lessor is in the position of a processor of personal data of such individuals. In such a case, the Renter is obliged to conclude with the Lessor an agreement on the processing of personal data, (herein referred to as the “**Agreement on Processing of Personal Data**”), within the meaning of Article 28 par. 3 of the

Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and which became effective as of 25 May 2018, (herein referred to as the “**GDPR Regulation**”). For conclusion of the Agreement on Processing of Personal Data, the Renter may use a template of the Agreement on Processing of Personal Data, which the Lessor can provide to the Renter on the basis of a written request sent to the e-mail address: dataprotection@sixt.cz, or in writing by mail delivered to the address: SPEED LEASE a.s., Lighthouse Towers, Jankovcova 2c 170 00 Prague 7 – Holešovice, Czech Republic, marked as “Data Protection”.

9.2. If the Renter is a legal entity or an individual – entrepreneur acting in the course of his/her entrepreneurship, and in relation with fulfillment of the RA, it/he/she uses the “SixtMonitor” service of tracking position of the vehicles or another service, the function of which is tracking the position of the vehicle (e.g. the electronic book of journeys), the Renter hereby declares that it/he/she is aware that during use of the service “SixtMonitor” and/or another service, the function of which is tracking the position of the vehicle and/or another service which is technically connected to such services, processing of personal data of individuals will occur, including in particular personal data of employees or members of bodies of the Renter, and that the Renter is obliged to acquire an explicit consent of such individuals with the processing of their personal data, consisting in tracking the position of the vehicles of the Lessor, which such individuals may use. By this declaration of the Renter, the Lessor does not assume any rights or obligations arising to the Renter from the GDPR Regulation or other legislation.

9.3. The Lessor hereby declares that, as a controller of personal data, it processes personal data of Renters – individuals fully in accordance with the GDPR Regulation and has adopted all necessary technical and organizational measures for the purposes of data protection in accordance with the GDPR Regulation’s requirements. The Lessor processes the personal data of Renters – individuals and also the personal data acquired by the Lessor based on and/or in relation with

fulfillment of statutory obligations, and/or in relation with the RA and/or based on the express consent of the Renter – individual. The purpose for such processing of personal data of the Renter – individual is to enable fulfillment of the RA, compliance of the Lessor with the obligations stipulated by generally binding legal regulations, and determination, enforcement and/or defense of legal claims of the Lessor or any other legitimate interest of the Lessor, all this always in compliance with the obligations and rights arising to the Lessor from the GDPR Regulation. More information about personal data processing, including a template of the consent with personal data processing may be found by the Renter at the internet address: <https://www.sixt.cz/gdpr.html>. This information does not replace the consent of the Renter – individual with personal data processing. The consent with personal data processing shall be provided by the Renter – individual by means of a separate written form or by means of checking the checkbox (agree/disagree) in the RA, or by means of “clicking” an electronic consent available in the electronic applications of the Lessor or on the internet addresses of the Lessor, in particular www.sixt.cz, www.sixtleasing.cz, and usually when reserving a vehicle (e.g. with intermediaries, travel agencies, wholesale portals), but together with the conclusion of the RA at the latest. If the Renter – individual does not provide his/her consent or has any questions or queries related to the processing of the personal data by the Lessor, the Renter – individual may contact the Lessor by means of this e-mail address: dataprotection@sixt.cz, or in writing by mail delivered to this address: SPEED LEASE a.s., Lighthouse Towers, Jankovcova 2c 170 00 Prague 7 – Holešovice, Czech Republic, by delivery marked as “Data Protection”.

10. Delivery to the Renter

10.1. Documents resulting from the RA and these T&C shall be delivered to the Renter by the Lessor in the following ways at the discretion of the Lessor:

- (a) in writing by personal delivery, or
- (b) by registered mail to the Renter's address specified in the Reservation or the RA, provided the Renter does not notify the Lessor of a different delivery address in writing, or

- (c) electronically to the Renter's contact e-mail address specified in the Reservation or the RA or to another e-mail address communicated by the Renter to the Lessor in writing, or
- (d) by postal data message to the Renter's mailbox, unless otherwise stated in the Reservation, the RA or these T&C.

10.2. In case of delivery of the documents according to Art. 10.1. of these T&C:

- (a) by registered letter to the Renter's address, in case of doubt, the 10th day after the documented sending of the document to the Renter is considered the day of delivery to the Renter, even if the Renter did not learn about the deposit of the document (the delivery will be returned as unsolicited, the Renter will be unknown at the specified address or the Renter moved without specifying a new address, etc.); the date of delivery is also considered to be the day when the Renter refused to accept the document;
- (b) electronically to the Renter's contact e-mail address, the date of sending the e-mail by the Lessor is considered the date of delivery of the document;
- (c) data message via the Lessor's postal data mailbox, the day on which the Renter logged in to his/her data mailbox after the delivery of the postal data message, or the 10th day after the delivery of the postal data message to the data mailbox, in the event that the Renter has not logged into his/her data mailbox during this period, is considered the day of delivery of the document.

11. Miscellaneous

11.1. 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 the Renter's age exceeding 65 years, International Driving Licence etc.) and declares having owned a valid driver's license for a period longer than 2 years. In the event that the lessee does not meet these requirements, he is responsible for damages or consequences in full, regardless of the agreed insurance coverage (e.g. in the event that the insurance company reduces or refuses insurance coverage).

11.2. The Lessor is responsible towards the Renter or towards third parties only for losses and

damage 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 the Lessor's negligence. Any such losses or damage must be reported to the Lessor within 24 hours from their occurrence.

11.3. The Renter is obliged to notify the Lessor of any change of his/her registered seat or residency, delivery address, loss of driver's license, change of contact e-mail address of the Renter, or any other change that could have an impact on the compliance with his/her obligations pursuant to the RA or these T&C.

11.4. The Renter takes into account that in a case of failing to return the vehicle to the Lessor in the agreed upon time and location, the Lessor will report the vehicle to the police as lost or stolen, or press charges at a court of law, whereas the consequences that may arise for the Renter from such a fact are borne exclusively by the Renter.

11.5. In addition to the contractual fines stipulated in these T&C, the Lessor is also entitled to request from the Renter compensation for damage caused by a breach of an obligation, including such an obligation for the breach of which the Lessor is entitled to impose a contractual fine, thereby excluding the application of the provision of Section § 2050 of the CC in the contractual relationship between the Renter and the Lessor established by the NS and these T&C.

11.6. If the Renter uses the vehicle in breach of the RA, these T&C or legal regulations, or in a way causing damage to the Lessor or in which the Lessor is at risk of damage, this constitutes a substantial breach of the RA. In the event of a substantial breach of the RA, the Lessor is entitled to terminate the RA, whereas the termination becomes effective upon delivery of the notice to the Renter.

11.7. The Lessor can terminate the RA also in cases where the Renter does not pay the rental fees, charges of contractual fines pursuant to the RA or these T&C in respective amounts, dates or in the respective manner. In such cases, the termination of the Agreement also becomes effective upon delivery of the notice to the Renter.

11.8. In matters which are not expressly regulated by the RA or the T&C, the rental relationship is governed by applicable provisions of legal regulations of the Czech Republic; deciding all potential disputes is within the competence of the courts of the Czech Republic

according to the relevant procedural rules established by the legal order of the Czech Republic, the general court of the Lessor having local jurisdiction; potential disputes between the Renter and the Lessor can also be resolved by the Czech Trade Inspection; the decisive wording of the RA, the T&C and the Conditions of Rent is in the Czech language. The Renter can use for communications with the Lessor the Dpt. of Customer Service: customerservice@sixt.cz. In case of dissatisfaction with the statement of the Dpt. of Customer Service, this department is obliged to give to the Renter the manager's contact details.

11.9. The Renter agrees to have his/her e-mail address stated in the RA (or the Reservation) used by the Lessor when contacting the Renter for the purposes of newsletters and marketing offers of the Lessor. The Renter acknowledges that security monitoring and communication units are installed in the vehicles and the Renter agrees to their location and operation without any reservations. The Renter declares that all the information provided by him/her to the Lessor is true and that he/she fully understands agrees with no reservations with the T&C, the RA and the Conditions of Rent and provided services included in the price, which are described in a separate document Conditions of Rent, which forms an integral part of the Reservation or the RA. The Renter is aware of the existence of contractual fines resulting from the T&C and expressly agrees that these provisions also apply to him/her. The currently applicable wording of the T&C and the Conditions of Rent is published at <https://www.sixt.cz/historie-vop.html>. The Lessor also issues a price list or price lists, which the Lessor also publishes at www.sixt.cz, and which contain the current performance prices and the amount of fees. The Renter is obliged to familiarize himself/herself with the current price lists and undertakes to pay the prices and fees according to the price list, which is valid and effective on the date of charging the given price or fee. The Renter expressly agrees that the Lessor is entitled to unilaterally amend the T&C, whereas such amendment shall not affect already concluded RAs, unless the Renter expresses consent to the new wording of the T&C.

11.10. All amounts (prices, fees, compensation, contractual fines, etc.) are stated in these T&C

without VAT. The Lessor is entitled to add VAT in the appropriate amount to the individual amounts.

11.11. By concluding the RA, the Renter and the Lessor declare that neither of them is the weaker party within the meaning of Section 433 of the CC. By concluding the RA, the Renter agrees and the parties have agreed that the application of the following provisions of the CC to the contractual relationship based on the RA and these T&C is excluded: Section 1740(3) of the CC (on the basis of which acceptance of an offer with an amendment or a variation which does not substantially change the terms of the offer constitutes an acceptance of the offer), Section 1950 of the CC (which states that in case of a recurrent performance for the same legal cause, the person who submits an acquittance concerning a performance with a later due date is presumed to also have discharged what was due before it), Section 1971 of the CC (on the basis of which the creditor has the right to compensation for damage incurred as a result of a failure to discharge a monetary debt only if it is not covered by default interest), Section 1864 of the CC.