

GENERAL TERMS AND CONDITIONS OF RENTAL

EUROPCAR (hereinafter referred to as the "Owner" or "Europcar") rents to the person(s) identified in the Rental Agreement (hereinafter referred to as the "Renter") the two-wheeled vehicle described therein (hereinafter referred to as the "Vehicle"), in accordance with the terms and conditions specified below and in any attachments thereto that the Owner acknowledges, agrees to and, upon signing, undertakes to observe and respect.

ARTICLE 1. VEHICLE USAGE

1.1 The Renter agrees to use and ride the Vehicle according to the basic rules of driving and transit and in accordance with the specifications of use of the Vehicle.

1.2 The Renter agrees not to use the Vehicle and/or not to allow the Vehicle to be used in the following situations:

- a) For riding on unpaved, or unauthorised, roads or those in such condition that they may represent a risk to the Vehicle;
- b) For passenger transport for hire or reward or against payment;
- c) For pushing or towing any vehicle or any other object, whether wheeled or otherwise;
- d) For participating in sports competitions or events, whether official or otherwise;
- e) For testing the resistance of materials, accessories or products for the Vehicle (unless authorised by the Owner);
- f) Where ridden by persons under the influence of alcohol, narcotics, other toxic substances or any other substances (whether legal or illegal) that directly or indirectly reduce their ability to react;
- g) For transporting flammable and/or hazardous, toxic, harmful and/or radioactive goods that contravene the applicable legal provisions, as well as the transport of goods having a weight, quantity and/or volume exceeding that authorised by law or by the Vehicle Registration Document;
- h) For transporting passengers in a number exceeding that authorised, as indicated on the Vehicle Registration Document;
- i) For transporting live animals (except pets, provided that authorised in advance by the Owner);
- j) With a luggage carrier or similar device, other than that supplied by the Owner.

1.3 Only the person or persons identified and accepted by the Owner in the Rental Agreement are authorised to ride the Vehicle, provided that they hold valid identification documents (national identity card or passport) and an appropriate driving licence. The riding of Vehicles:

- a) Mopeds and motorcycles of engine capacity not exceeding 50 cm³ – may be ridden by holders of a category AM driving licence or moped driving licence, and by holders of a category B driving licence;
- b) Motorcycles of engine capacity not exceeding 125cm³ and of power up to 11kW may be ridden by holders of a category A1 or category B driving licence, if the holder is over the age of 25 years, or, failing that, if a holder of a category AM or moped driving licence;
- c) Motorcycles of engine capacity exceeding 125cm³ and power over 11kw and under 35kw - may be ridden by holders of a category A2 driving licence;
- d) Motorcycle with unlimited engine capacity or power – may be ridden by persons holding a category A driving licence;
- e) Non-motorised vehicles may be ridden by persons who do not hold a driving licence, provided that they are at least 16 years of age.

The following driving licences shall be deemed valid in Portugal:

- * Those issued in accordance with Portuguese law;
- * Those issued by the Member States of the European Union in accordance with Community rules;
- * Those issued by other countries or of international character which have been recognised as valid for driving in Portugal.

However, such licences must be current and a minimum period of three years must have elapsed from the date of issue.

If, in accordance with the legal provisions in force, the Renter fails to fulfil its obligation to identify the driver of the Vehicle, such identification proves impossible or the driver has been incorrectly identified, the Renter shall be liable for any fine, pecuniary charge or penalty that the Owner may incur and for any and all offences committed during the rental period.

The Owner reserves the explicit right to refuse the rental of a Vehicle if the person indicated by the Renter to drive the Vehicle fails to demonstrate that they have a properly valid and current driving licence at the time of delivery, by the Owner, of the Vehicle, as stipulated in the Rental Agreement.

1.4 The Renter agrees to maintain the Vehicle shut down and its handlebars locked when it is not in use and to maintain the respective documents inside, as well as to protect and safeguard, at all times, the keys of the Vehicle by adopting appropriate measures to prevent the theft or loss thereof.

1.5 The Renter is forbidden to assign, sub-rent, pledge, sell, or otherwise give as collateral, the Rental Agreement, the Vehicle, its keys, the respective documentation, the equipment, tools and accessories pertaining to the Vehicle, or any part or parts thereof. The Renter is further forbidden from treating the aforementioned in a manner that may cause damage to the Owner.

1.6 Where any of the lights on the instrument panel that detect a malfunction of the Vehicle light up, or where outward signs are detected that indicate the failure or malfunction of the Vehicle, the Renter must stop the Vehicle as soon as possible and contact the Owner and/or the service centre indicated in the Rental Agreement, and may only carry out repairs where express prior consent has been given by the Owner and always in accordance with the instructions provided.

1.7 Non-motorised Vehicles may not transit beyond a radius of 50km from the location where the Rental Agreement was entered into, or on motorways, or abroad. Motorised Vehicles may not transit beyond a radius of 50km from the location where the Rental Agreement was entered into, or abroad. In the event of failure to respect this clause, no additional coverage provided for under these Terms and Conditions and endorsed by the Renter shall apply.

1.8 The Vehicle may not be transported on board any ship, train, truck or plane (unless expressly authorised in writing by the Owner).

1.9 The Vehicle may not be used within enclosed areas such as ports, airports, airfields or analogous or similar locations that are not accessible to public transit, as well as refineries and oil facilities, unless authorised in writing by the Owner. Should the Owner give consent to the Renter in accordance with the above, the Owner shall inform the Renter regarding the Third Party Liability insurance cover that applies to such situation, which shall vary depending on the circumstances. Violation of this provision is the sole responsibility of the Renter.

1.10 The Renter is responsible vis-à-vis the Owner for all damages resulting from any breach of the obligations of this article and/or use beyond that agreed, whereby the optional insurance and any additional services

contracted shall also be considered void. These facts also give the Owner the right to terminate the Rental Agreement and demand, without prior notice, the immediate return of the Vehicle, as well as the right to bill and collect amounts in accordance with Article 4 of these Terms and conditions.

ARTICLE 2. CONDITION OF THE VEHICLE

2.1 Both upon delivery and return of the Vehicle, the Owner and the Renter shall include in the Rental Agreement any minor damage visible on the Vehicle, in accordance with the list of damage and average repair costs which is available at the rental location and which the Renter hereby acknowledges.

Where the Vehicle is collected from Europcar, the Renter shall sign, besides others, a section in the Rental Agreement that describes the condition of the Vehicle at that time.

If the Renter finds any apparent defect or damage that is not described in the Rental Agreement, it must be ensured that such mention is made in the document and that the Owner and the Renter both sign. If nothing is mentioned, it shall be considered that the Vehicle was delivered to the Renter in the condition referred to in the Rental Agreement, and any additional damage found by the Renter and the Owner when the vehicle is inspected by both at the time of its return shall be charged to the Renter.

At the end of the rental, when the Vehicle is returned, any further minor damage that may have occurred to the Vehicle must be identified in the Rental Agreement, which shall be signed by the Owner and the Renter. Wherever possible, the Renter shall validate any further damage to the Vehicle at the time it is returned by signing in the appropriate field on the Rental Agreement. The repair of the new minor damage shall be charged to the Renter at the repair price contained in the list available at the respective branch of the Owner and in accordance with the provisions of Article 4 of these Terms and Conditions.

The repair price shall be directly billed to the Renter by the Owner pursuant to Article 4.2 of these Terms and Conditions.

2.2 Except for some small minor damage that may be reflected in the Rental Agreement, as described under Article 2.1, the Owner shall deliver the Vehicle to the Renter in an apparently good external state of repair, working order and state of cleanliness, after passing all of the Owner's internal checks, and it should be ensured that the tyres are likewise in good condition. In the event of deterioration and/or loss of any of the tyres (for reasons other than normal wear and tear, improper installation, or manufacturing fault), the Renter agrees to replace it immediately, at its own expense, with another tyre of identical characteristics and the same make and model, unless such deterioration and/or loss is the result of a traffic accident, theft, or vandalism, in which case the provisions of Article 6 of these Terms and Conditions shall apply.

2.3 The Renter is forbidden from changing any technical characteristics of the Vehicle, or keys, equipment, tools and accessories thereof, and is prohibited from making any changes to the appearance and/or interior of the Vehicle (unless expressly authorised in writing by the Owner). In the event of violation of this article, the Renter shall bear the duly justified expenses of reconditioning the Vehicle to its original state.

ARTICLE 3. PRICE, TERM AND EXTENSION OF THE RENTAL

3.1 The rental price is that set out in the Rental Agreement and is established on the basis of the current fee schedule (in relation to services, taxes and insurance and/or optional exemptions) and the price agreed with the Renter at the time the rental was concluded, according to the selected tariff.

3.2 The rental price includes the cost of compulsory third party liability insurance for Vehicles and respective taxes. This price does not include the cost of optional insurance and coverage regulated in accordance with Articles 6 and 7 of these Terms and Conditions, which, if applicable, must be explicitly purchased by the Renter, whereupon the respective price/cost shall be charged to the Renter and shall be additional to the rental price.

3.3 The rental period shall be that provided under the Rental Agreement, and shall be billed based on minimum periods of 4 hours, counted from the time the Rental Agreement officially comes into effect. A grace period of 29 minutes shall be granted, after which additional hours shall be charged according to the fee schedule in force.

3.4 Under no circumstances may the amount paid as deposit or guarantee at the start of the rental be used to pay for an extension thereof. Should the Renter wish to retain the Vehicle beyond the rental period initially agreed upon, for this purpose, permission must first be obtained from the Owner, and the additional security required for such an extension must be paid, this sum appearing in the fee schedule in force.

3.5 The Renter undertakes to return the Vehicle to the Owner on the date and at the time and at the location agreed in the Rental Agreement. The return of the Vehicle at a place or on a date other than originally agreed may incur costs or amendments to the rental price. The rental shall only be considered complete when the Vehicle and respective keys are received by the Owner.

ARTICLE 4. PAYMENTS

4.1 The Renter agrees to pay the Owner:

4.1.1 Taking into account the fee schedule in force, the price agreed in the Rental Agreement, which shall take into account the rental time, insurance, additional equipment and services, as well as applicable taxes and fees.

4.1.2 The Owner may further charge the Renter for the services the former is required to perform due to incidents that may have occurred during the rental period and/or owed as a result of the manner in which the Renter has used the Vehicle. The value of those services or expenses are listed in the costs schedule, which is available upon collection of the Vehicle. Such services and expenses include, without limitation:

a) The value of damage and/or theft to which the Vehicle is subject, in whole or in part, not covered by the optional coverage (see Articles 6 and 7 below) purchased by the Renter, or where the coverage applicable to the case has not been purchased by the Renter, as well as the damage resulting therefrom, in the event of breach of Article 1 of these Terms and Conditions.

b) The amount to be charged to the Renter for the damage to the Vehicle shall be calculated according to the respective parts price list, which is available to the Renter at the Europcar rental location. In any case, the maximum liability of the Renter in this situation shall not exceed the value of the Vehicle, as identified in the corresponding maximum excess.

c) The amount for transport and/or compensation for damage caused by the use of fuel unsuitable for the Vehicle, contrary to Article 8 of these Terms and Conditions, as well as the respective fuel. The calculation of this amount shall be in accordance with the provisions of subdivision b) above.

d) The amount corresponding to any pecuniary charges in the event of any violation of applicable law, in particular the Highway Code, committed by the Renter, as well as expenses resulting from any delays in

payments and also such legal and extrajudicial expenses as are incurred by the Owner as a result of that mentioned above.

e) The costs of obtaining duplicates and/or sending a set of keys for the Vehicle to the corresponding rental location, in the event of loss, delivery of the keys for the Vehicle to a location different from the one at which the Vehicle was actually returned, or any other situation in which the Vehicle is immobilised for reasons attributable to the Renter.

f) An amount of € 100 plus VAT at the applicable statutory rate in the event of theft or loss of the GPS navigation system or the touch screen that has been rented as special equipment belonging to the Vehicle or any damage to, breakage of or malfunction of such equipment.

g) An amount of € 20, plus VAT at the applicable statutory rate in the event of the Renter returning the vehicle without the accompanying documentation (certified copy of the Car Registration Document and insurance).

h) Up to the maximum amount of € 50, plus VAT at the applicable statutory rate, for the administrative costs resulting from the management of pecuniary charge or toll proceedings. This amount shall be payable for each disciplinary proceeding conducted by the competent authority in relation to the Vehicle during the rental period (and is additional to the value of the pecuniary charges and/or tolls to which they refer), with these amounts always being borne by the Renter.

i) Costs resulting from cases in which the roadside assistance company contracted by the Owner has been used during the rental period to resolve incidents related to: (i) error, negligence, or improper use of the Vehicle by the Renter, (ii) loss or theft of keys, (iii) a lack of fuel or refuelling with inappropriate fuel, and (iv) recovery of the Vehicle from places inappropriate for transit or on hardpack soil tracks.

j) The amount corresponding to the missing fuel where the Renter fails to return the Vehicle with a full tank of fuel or containing the same quantity of fuel with which it was delivered, which shall be calculated according to the price thereof in force at the time of return.

4.2 Payment method: Payment by the Renter to the Owner of the amounts indicated in paragraph 4.1 above shall be made by means of:

- a) A credit card;
- b) Cash;
- c) Vouchers.

4.3 Deposit at the beginning of the rental: In any case, the Renter is obliged to deliver to the Renter, before the rental of the Vehicle, a deposit in an amount corresponding to the type of Vehicle and according to the schedule that is available to the Renter at the rental location, which is intended to guarantee the Renter's payment obligations. This deposit may be paid by the Renter by means of a credit card accepted by the Owner or in cash.

Notwithstanding the above, should the Renter choose to pay the rent via Credit Card, before the start of the rental period, the Owner shall request authorisation from the credit card issuer for the amount that will be given as a deposit to guarantee the payment obligations. This amount shall be made available, at the request of the Owner, at the time of rental. When returning the Vehicle, the amount invoiced to the Renter for the rental of Vehicles, as well as, if and to the extent applicable, the remaining amounts set out under 4.1 above, shall be charged to the credit card provided by the Renter if other means of payment are not presented. At that time, the authorisation requested from the issuer at the beginning of the rental period shall be void.

In cases where the Renter chooses cash as the payment method, after the return of the Vehicle, and hence after the end of the Rental Agreement, the amount paid as deposit shall be returned to the Renter after settlement of the services provided for rental of the Vehicle, and once fulfilment of the payment obligations by the Renter has been verified.

ARTICLE 5. THIRD PARTY LIABILITY INSURANCE

5.1 The rental rates automatically include insurance covering third party liability, pursuant to the law.

5.2 This cover is guaranteed and assumed by the insurer with whom the Owner, or, if applicable, the proprietor of the Vehicle, endorsed the relevant insurance policy and are subject to the law and the respective insurance contract.

5.3 By signing the Rental Agreement, the Renter agrees to be bound to that policy.

5.4 This policy does not cover any damage, loss or other injury to baggage, cargo, or personal objects transported in the Vehicle or the loss or damage, in whole or in part, of the Vehicle due to theft, vandalism or road accident.

ARTICLE 6. OPTIONAL COVER

6.1 CDW (Collision Damage Waiver)

a) A CDW is an optional service provided directly by the Owner exempting the Renter (except for the amount of the excess), once purchased, of financial liability for damage to the Vehicle resulting from a road accident, excluding situations of vandalism.

b) Failure to purchase a CDW implies that the Renter shall bear financial liability for any damage caused to the Vehicle, in accordance with the provisions of Article 4.1 b) of these Terms and Conditions.

c) The CDW is only applicable if the Renter presents a European Accident Statement (EAS) relating to the accident, duly completed and containing the details of the vehicles and drivers involved and the conditions and circumstances in which it occurred.

6.2 CDW cover: Specifications.

a) The fee schedule in effect establishes the minimum amount to be borne by the Renter (excess) for damages or losses caused to the Vehicle, which is not covered by the CDW.

b) The CDW does not cover, in any case, damage to the Vehicle, regardless of its category, occurring as a result of it being driven where it is overloaded, above the authorised limit (pursuant to the Vehicle Registration Document and/or the Technical Specifications of the Vehicle), in places such as beaches, inappropriate roads, forest roads, mountains, etc., which are not paved and authorised roads; the damage arising from collisions with rocks or other objects and holes in the road; and damage to the wheels and tyres arising from parking manoeuvres. Likewise, the CDW does not cover damage to the Vehicle due to flooding or the like where the Vehicle is parked in areas such as streams, ravines or unpaved waterways, and, in any case, where the Vehicle is not properly parked on paved areas specifically designed for the parking of vehicles.

c) The CDW cover is not applicable in the event of non-compliance by the Renter of these Terms and Conditions and, in particular, non-compliance with Article 1.1, where the accident occurs due to the Renter failing to comply with traffic signals, in particular STOP signs, give way signs, red lights, driving the wrong way down a street, or due to failing to respect a safe distance between vehicles.

d) The CDW cover does not apply in the event that the cost of repairing the damage or partial theft is less than or equal to the excess established in the fee schedule in effect for each class and/or group of the Vehicle, in which case the cost, up to the limit of the excess, shall at all times be borne by the Renter.

e) The CDW cover shall not apply if the Renter fails to present to the Owner a duly completed and signed European Accident Statement and, within a maximum period of 24 hours from the date on which the accident occurred, except in duly justified situations of force majeure and, in any case, always before the end of the rental period of the Vehicle.

f) The CDW does not cover, in any case, loss, theft, or damage related to the objects and goods, including luggage, transported, stored or deposited in the Vehicle by the Renter or by any occupant thereof.

g) Where, in accordance with these Terms and Conditions, the CDW is not applicable, the Renter shall be liable for paying for all repairs to be carried out on the Vehicle, in accordance with paragraph 4.1 b) above.

ARTICLE 7. MAINTENANCE AND REPAIR

7.1 The Renter agrees to attend the premises of the Owner with the Vehicle after every 1,000 kilometres travelled for the Vehicle to undergo the respective servicing. Failure to comply with this obligation shall result in a penalty of € 100 being charged to the Renter.

7.2 Mechanical wear resulting from normal use of the Vehicle shall be borne by the Owner. If the Vehicle is immobilised due to mechanical breakdown, the Renter shall contact the Owner or the roadside assistance service indicated in the Rental Agreement. Only repairs carried out by the aforementioned roadside assistance company in emergencies, and where the Owner has given express authorisation, shall be accepted.

7.3 The Renter shall periodically check and, if necessary, replace, engine fluid levels every 500 km travelled. The respective amount paid by the Renter shall be deducted from the final price of the rental where the Renter presents receipts.

7.4 The Renter is not authorised to order the repair of the Vehicle, except with the express permission of the Owner. In this case, the Renter must submit a detailed receipt for the repairs performed.

7.5 In the event that the rental period is greater than one month, the Renter shall take the Vehicle to the Owner every 30 days for routine servicing at the agreed location for the return of the Vehicle.

ARTICLE 8. FUELS

8.1 The cost of the fuel consumed by the Vehicle during the rental period shall be borne by the Renter.

8.2 The Renter must refuel the Vehicle with the correct type of fuel. If the Vehicle is not refuelled with the correct fuel, including refuelling with fuel contaminated with water or other foreign substances, the Renter shall be liable for the costs incurred in transporting and/or repairing the damage caused to the Vehicle.

8.3 The Renter shall return the Vehicle with a full fuel tank or with the same amount of fuel with which it was delivered. Otherwise, the amount described in Article 4.1 j) above shall be charged.

ARTICLE 9. AMENDMENTS TO THE RENTAL AGREEMENT

These Terms and Conditions and the remaining provisions of the Rental Agreement may only be modified by means of a written agreement signed by both parties.

ARTICLE 10. PERSONAL DATA PROTECTION

Europcar may use any personal information that has been provided to Europcar, including the details of any authorised driver, in order to provide rental services, in particular to verify identities, collect sums due, monitor fraud and manage any situations before, during and after the rental period.

Europcar may provide the personal details of the Renter contained in the Rental Agreement, and details of the performance of the obligations arising from the Rental Agreement, to third parties such as the police, toll collection agencies, credit recovery agencies (including lawyers) and any other relevant organisation.

In the event of default due to non-payment, if the Renter specifically consents at the end of these Terms and Conditions, Europcar may likewise communicate the personal details of the Renter to the ARAC – Associação dos Industriais de Aluguer de Automóveis Sem Condutor (“ARAC”), for purposes of inclusion in the appropriate defaulting customers file, which, in turn, may be made available to any of its members to assist them in deciding whether or not to accept the Renter, or any identified driver, as a customer. Please note that the conclusion of the Rental Agreement is not dependent on the Renter's consent to the use, in any form, of the defaulting customers databases and communication to the ARAC of the personal data provided under this agreement. Europcar's privacy policy is available at europcar.pt

Europcar collects and processes data in order to provide the Renter with vehicle rental services and for marketing purposes, such as special offers, and for the purposes of the customer loyalty programme. The Renter shall be informed of any personal information that shall be collected by Europcar. The recipients of such data shall only be those companies within the Europcar Group and its franchisees. Some of the recipients of the data collected may be located in countries where the laws concerning personal data do not provide a level of protection equivalent to the standards of Portuguese law and the National Data Protection Commission (CNPD). Nevertheless, the transfer of personal data to a country with insufficient levels of protection should be allowed based on the exception of “performance of a contract between the data controller and the data subject or measures preceding the formation of the contract or declaration of willingness to negotiate made at their request”.

Accordingly, the Renter is entitled to access, amend and delete any data concerning the Renter. This right may be exercised by contacting apoio.clientes@europcar.com

Please be advised, that in order to prevent associated risks, Europcar may decline to rent Vehicles to persons who do not offer guarantees of performance of the contract. You are further informed that the personal data of the Renter may be reported to law enforcement authorities, upon request, in the event of violation of the Highway Code and/or the commission of any crime committed during the Renter's rental.

By accepting these Terms and Conditions, the Renter expressly acknowledges having given explicit consent to the aforementioned privacy policy.

ARTICLE 11. GOVERNING LAW AND JURISDICTION

11.1 In the event of a dispute between the Renter and the Owner, it shall be governed in accordance with the laws of Portugal.

11.2 Unless otherwise provided by law, the parties agree to establish the courts of the judicial district of Lisbon to resolve any disputes arising from the agreement, to the express exclusion of any other.

I am aware that the Vehicle may be equipped with a geo-location device (GPS) and/or touch screen that may be used in the event of non-performance, theft or the crossing of borders.

I authorise that, in the event of default, my personal data may be transmitted to ARAC (Associação dos Industriais de Alugueres de Automóveis Sem Condutor) for inclusion in the database of defaulters and subsequent disclosure to member companies.

I do not agree to my data being used for direct marketing purposes

I have read and agree to these Terms and Conditions

Date and signature