



EMERALD CLUB PROGRAM

Preamble:

This document consists of the following agreements:

1. The **Emerald Club Program Rules and Conditions** which you will agree to when you click on the "I Accept" button during the registration for the Emerald Club.
2. The **Master Rental Agreement**, with additional country-specific rental terms for rentals in the US, Canada, Europe and in Latin-American Caribbean.
 - **Residents of the United States or Canada:** You will agree to the Master Rental Agreement when you click on the "I Accept" button during the registration for the Emerald Club.
 - **Residents outside of the United States and Canada:** The Master Rental Agreement becomes effective and is deemed to be accepted by you when you take possession of a vehicle in the US, in Canada or a participating location in Europe or Latin-American Caribbean. The Master Rental Agreement is provided here for your information.

EMERALD CLUB PROGRAM RULES AND CONDITIONS

- A. [General](#)
- B. [Emerald Club Program](#)

MASTER RENTAL AGREEMENT

- A. [General Rental Terms and Conditions Applicable to Rentals in All Locations](#)
- B. [Specific Rental Terms and Conditions Applicable to Rentals in United States and Canada](#)
- C. [Specific Rental Terms and Conditions Applicable to Rentals in Europe](#)
 - (i) [For Rentals Originating in Belgium](#)
 - (ii) [For Rentals Originating in France](#)
 - (iii) [For Rentals Originating in Germany](#)
 - (iv) [For Rentals Originating in Ireland](#)
 - (v) [For Rentals Originating in Italy](#)
 - (vi) [For Rentals Originating in Netherlands](#)
 - (vii) [For Rentals Originating in Spain](#)
 - (viii) [For Rentals Originating in Switzerland](#)
 - (ix) [For Rentals Originating in United Kingdom](#)
- D. [Specific Rental Terms and Conditions Applicable to Rentals in Latin American Caribbean](#)
 - (i) [For Rentals Originating in Costa Rica](#)

EMERALD CLUB PROGRAM RULES AND CONDITIONS

A. General

1. Contracting Parties: For customers who reside in participating countries in the European Economic Area (EEA) and Switzerland the Emerald Club ("Program") Program Rules and Conditions ("Agreement") is entered into between the customer enrolling into the Emerald Club ("you" and "your") and EAN Data Services UK Limited, Enterprise House, Vicarage Road, Surrey, Egham TW20 9FB, which is the data controller for all legal purposes. If you reside in a participating country outside the EEA and Switzerland, including the United States, Canada, Australia, and Latin American Caribbean, the Agreement is entered into between you and EAN Services, LLC, 600 Corporate Park Drive, St. Louis, Missouri 63105 (Both EAN Data Services UK Limited and EAN Services, LLC, in their respective capacities, are hereinafter collectively referred to as "Administrator").

2. How to become a Member: By submitting the completed application form for the Program via our website www.nationalcar.com, where available, or via fax or to an agent working for an affiliate of Administrator in the U.S, Canada, the EEA and Switzerland, and the Latin American Caribbean you submit an offer to Administrator to enroll as a member in the Program ("Member") subject to this Agreement. After assessing your application, Administrator will send you an email and confirm your membership at which point in time you and Administrator are bound by this Agreement. Administrator will send you a Program card ("Card") via postal mail or email. Before submitting your application online, all information you entered into the application form will be displayed in an application summary for your examination. You may then identify and correct any input errors prior to submitting your application. This Agreement can be concluded in the following languages: English, French, Spanish, Portuguese, Italian, and German. In the event of a conflict between the version of the Agreement in your local language and a version in a different language, including English, the version of the Agreement in your local language will prevail. Where the Agreement is not available in your local language, the English version will control. The contract terms will be stored by Administrator after conclusion of the contract and will be available to you via our website www.nationalcar.com. You may print or save a copy of the Agreement before submitting your application.

3. Your Profile: You agree to provide Administrator with true, current and accurate information in your Program online account ("Profile"), including your name, address, telephone number, email address, and credit card information. You agree to promptly update your Profile or otherwise notify Administrator if any of the information contained in your Profile has changed. If you update your email address on your Profile at any time through a rental transaction, you agree that Administrator may rely on the updated email address for future communications under this Program. If your Card or any credit card listed in your Profile (a) is lost, stolen or invalidated, (b) you suspect it is being used without your permission, or (c) expires, you will promptly notify Administrator. You agree that it is your responsibility to notify Administrator of any such changes and Administrator is entitled to rely upon any and all information provided by you and contained in your Profile as being current and accurate. You understand that the information contained in your Profile will be part of any rental agreement you conclude as a Member with

Administrator's affiliates or licensees. Administrator may update your Profile as necessary to correct contract ID numbers.

4. Changes to the Agreement: If Administrator decides to change or amend the Agreement, Administrator (a) will give you written notice of those changes or amendments to the Agreement, and (b) provide you with a hyperlink to an Internet website address where the revised version of the Agreement can be found. *Members residing in Argentina, Australia, Austria, Belgium, Chile, Costa Rica, Denmark, Germany, Italy, Mexico, Portugal, Sweden, Switzerland and UK will need to consent to the revised version of the Agreement in order to be bound by it.* Members residing in other countries will need to discontinue using the Program when making rentals in order to decline such changes or amendments. You may also obtain a free copy of the latest version of the Agreement by visiting our website www.nationalcar.com or by calling National Car Rental, Member Services, 8421 St. John Industrial Way, St. Louis, MO 63144, at 1-800-962-7070, seven days a week, 8:00 a.m. – 8:00 p.m. Eastern Standard Time (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your operator).

5. Electronic Communications: To the fullest extent permitted by applicable law, this Agreement and any notices or other communications regarding your Profile and/or your use of the Program ("Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be delivered to the last electronic mail address in your Profile. All Communications in either electronic or paper format will be considered to be in "writing". *Unless you are a Member residing in the EEA and Switzerland, all Communications will be considered to have been received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communications.* Although Administrator reserves the right to provide Communications in paper format to you using your most recent postal address in your Profile, you expressly agree that any notice due under this Agreement may be given in email form to the email address provided by you and contained in your Profile. Without limiting anything contained in Chapter A, Section 3 (Your Profile), you expressly agree that it is your sole responsibility to keep your email address current and up-to-date and that Administrator may reasonably assume that any email sent by Administrator to the email address in your Profile will be received by you. Your consent to receive Communications electronically is valid until you revoke your consent by terminating this Agreement. *For Members residing in Spain, Administrator will confirm receipt of your acceptance of this Agreement using the same means that you used to send your acceptance communication (e.g., if you used an electronic communication, Administrator will also use an electronic communication).*

This Section 5 in Chapter A does not apply to Members residing in Germany, Italy and Portugal.

6. Transactional/Marketing emails: Administrator, its affiliates and/or their agents will provide to you certain transactional emails as a benefit of membership. Transactional emails will include confirmations of reservation requests for reservation requests made on any of the public websites of Administrator's affiliates that will be sent out directly following the placement of a reservation request. Transactional emails may also include but are not limited to the following: (a) reservation request reminders for reservation requests made on any of the public websites of Administrator's affiliates, (b) a monthly statement detailing your rental activity and award accruals, (c) arrival alerts containing

directions and pertinent information, (d) return alerts confirming your return time and providing pertinent information regarding your National return location, (e) tolls and charges, and (f) notification of an expired drivers license or credit card. Members can choose to opt out of certain or all of these transactional communications and any Marketing communications by signing in to their Profile on www.nationalcar.com or by calling 1-800-962-7070 (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your carrier).

7. Privacy Policy of Administrator and Licensees: All information provided by you whether as a result of enrolling in the Emerald Club Program or otherwise in connection with the Emerald Club Program, is subject to the terms and conditions of the privacy policies of: EAN Data Services UK Limited, for Members residing in the EEA and Switzerland; and EAN Services, LLC, for all other Members, which are available at www.nationalcar.com and (for Members resident in Canada) at www.nationalcar.ca (the "Privacy Policies"). Administrator (either EAN Services, LLC or, in the case of Members residing in the EEA or Switzerland, EAN Data Services UK Limited, as applicable) reserve the right to amend either or both of the Privacy Policies from time to time. In the event of a change to a Privacy Policy, Administrator shall provide notice to Members in the manner set forth in the applicable Privacy Policy. Some National rental locations in the U.S., Canada, EEA, Australia, and the Latin American Caribbean are owned and operated by independent licensees that are not controlled by Administrator or its affiliates ("Licensees"). Administrator does not control the use of any personally identifiable or payment information collected by such Licensees. Licensees are required to identify themselves (i.e., at their locations and in their agreements, sales materials, business cards, marketing materials, advertisements and other National branded materials) as "An Independent National Car Rental Licensee" or by other similar terms. Each Licensee maintains its own privacy policy ("Licensee Policy"), and Administrator is not responsible for the information practices of any Licensee to the fullest extent permitted by law. If you disagree with any of the terms and conditions of the Privacy Policy and/or the Licensee Policy applicable to you, you may instruct Administrator to cancel your enrollment in the Program at any time. For the purposes of Data Protection Directive 95/46/EC EAN Data Services UK Limited is the data controller for Members who are residents in the EEA and Switzerland.

8. Limitation of Liability:

8.1 For Members residing in the EEA and Switzerland:

In no event shall Administrator be liable to Members for any indirect, incidental or consequential damages or any loss or damage which is not within the reasonable control of Administrator; provided, however, nothing in this Agreement shall exclude or limit Administrator's liability for (i) the tort of deceit; (ii) death or personal injury caused by negligence; or (iii) any liability which cannot be excluded or limited by law.

8.2 For Members residing in any other countries:

Administrator shall not be liable to Member for any incidental, indirect, consequential, special, or punitive damages, or lost profits, goodwill, savings, or use, of any kind or nature arising out of, or relating to the performance, breach, or termination of this Agreement or any services, whether such damage or loss is foreseeable or not, whether Member has been advised of the possibility thereof or not, and whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise.

For Members residing in Australia, the limitation of liability above is subject to any rights the Member may have to compensation for loss under any applicable statutory guarantees or any other applicable laws which cannot be limited or excluded. This Agreement must be read subject to those statutory provisions.

B. Emerald Club Program

1. Eligibility: Because of the nature of the services offered in the Program, you must be at least twenty-one (21) years old to enroll as a Member. If you are not twenty-one (21) or over, you cannot enroll in the Program, and Administrator will reject your application.

2. Rental agreements: Program membership does not guarantee your ability to rent vehicles from Administrator's affiliates or licensees. All rentals remain subject and subordinate to availability and any applicable qualifications and rental conditions. For example, the minimum age to rent may vary by country. See rental policies for renting location. In addition, all reservation requests are non-binding for the Member and the corresponding affiliate or licensee of Administrator. There is no no-show penalty for the Member (except Fixed Based Operator deliveries); the corresponding affiliate or licensee of Administrator is also not required to keep the vehicle available.

3. Renewal and Termination of Membership:

3.1. Membership in the Program commences when Administrator confirms your enrollment ("Enrollment Date") and remains in effect until 11:59:59 p.m. Central Standard Time on December 31 of the following calendar year (the "Initial Term"). Thereafter, your membership in the Program shall be automatically renewed (each a "Renewal") for subsequent 12 months terms (each a "Renewal Term", and together with the Initial Term, the "Term") at 12:00:00 a.m. Central Standard Time on January 1 of the following calendar year (the "Renewal Date") provided: (a) you have not requested that Administrator terminate your enrollment in the Program prior to the applicable Renewal Date, and (b) Administrator has not decided not to renew your membership in the Program, in which case Administrator will inform you accordingly with two weeks' notice prior to the applicable Renewal Date. Each Renewal shall be subject to the then-current Agreement. *Members residing in Argentina, Belgium, Chile, Costa Rica, Denmark, Germany, Italy, Mexico, Portugal, Spain, Sweden, Switzerland and UK must explicitly consent to the then-current Agreement for the Renewal to be effective. If such Member residing in any of the above-listed countries does not agree to the then-current Agreement, their membership cannot be renewed, and they will therefore be unable to continue renting a vehicle as an Emerald Club member and thereby earning rental credits under the Program.*

3.2. The Member has the right to terminate enrollment in the Program at any time by giving notice to Administrator. Administrator reserves the right to terminate a membership at any time for good cause, including but not limited to a serious violation of this Agreement, a serious violation of any rental contract, harassment or other abusive behavior towards employees or customers of Administrator, its affiliates or licensees, failure to obey the instructions of Administrator's, its affiliate's or licensee's staff in charge, failure to pay any balance due for rentals, or fraudulent activity of the Member, by giving notice. The Member's right to terminate for good cause remains unaffected.

3.3 In case of termination or non-renewal of membership of a Member residing in Austria, Denmark, and Germany, the rental credits and Free Days shall remain valid for the time period governed in Section 8 of this Chapter B below. With respect to Members residing in any other countries, the rental credits and Free Days are not valid after termination or non-renewal of the membership. Rental credits relating to a rental car reservation request placed prior to the effective date of the termination will be added to the Member's account and will expire as governed in Section 8 of this Chapter B below.

3.4 For purposes of the Emerald Club Program Rules and Conditions, the term "United States" shall mean the 50 United States, District of Columbia, and Puerto Rico.

4. Membership Level:

4.1. The Program has three membership levels: Emerald Club, Emerald Club *Executive*, and Emerald Club *Executive Elite*. Members attain their membership level based upon the number of "qualifying vehicle rentals". A "qualifying vehicle rental" is defined as the number of vehicle rentals with, or the number of days a Member rents a vehicle from (a) National rental locations in each calendar year in the U.S., Canada and participating locations in Europe, Australia and/or the Latin American Caribbean and (b) all participating Enterprise Rent-A-Car brand rental locations (non-participating Enterprise Rent-A-Car brand locations are listed in Section 4.2 of this Chapter B, below) in each calendar year in the U.S., Canada and participating locations in Europe, Australia, and/or the Latin American Caribbean, unless the rental qualifies as one of the following types of rentals: (1) rentals on rate plans for accounts that do not allow employees to participate in award programs; (2) insurance replacement rentals; (3) dealer replacement, body shop or fleet replacement rentals; or (4) rentals by employees of Enterprise Holdings, Inc. or its affiliates or subsidiaries, licensee and licensee employees booked under an employee discount rate.

4.2. Qualifying vehicle rentals and rental credits are not available at the following, non-participating Enterprise Rent-A-Car brand locations in the U.S. and Canada:
UNITED STATES: Alaska: Anchorage Intl Arpt; Arkansas: Northwest Arkansas Regional Airport; California: Arcata/Eureka Arpt; Idaho: Boise Municipal Arpt, Fanning Falls Arpt, Magic Valley Regional Arpt; Indiana: Fort Wayne Int'l Arpt; Kansas: Wichita Arpt; Michigan: Delta County Airport; Sawyer Int'l Arpt; Minnesota: Bemidji Arpt; Montana: Billings Arpt; Bozeman Arpt; Great Falls Int'l Arpt; Helena Regional Arpt; Glacier Int'l Airport; Missoula Int'l Arpt; Nebraska: Lee Bird Field; North Dakota: Minot Int'l Arpt; Ohio: Port Columbus Intl Arpt; South Dakota: Rapid City Regional Arpt; Utah: Salt Lake Int'l Arpt; Virginia: Roanoke Regional Arpt; Wisconsin: Outagamie County Arpt; Austin Straubel Arpt; La Crosse Municipal Arpt; Dane County Airport; General Mitchell Field; Central Wisconsin Arpt; Rhinelander/Oneida Arpt; Wyoming: Jackson Hole Arpt;
CANADA: Alberta: Lethbridge County Arpt; British Columbia: Kamloops Arpt, Kelowna Int'l Arpt; Nanaimo Arpt; North Peace Regional Arpt; Prince George Arpt; Victoria Int'l Arpt; Ontario: Dryden Regional Arpt; Sault Ste. Marie Arpt; Thunder Bay Int'l Arpt.

4.3. Membership levels are determined as follows on a calendar year basis:

| <u>Membership Level</u> | <u>Qualifying Vehicle Rentals:</u> | <u>Qualifying Rental Days</u> |
|-------------------------------|------------------------------------|-------------------------------|
| Emerald Club | 1-11 | 1-39 |
| Emerald Club <i>Executive</i> | 12-24 | 40-84 |

| | | |
|--|------------|------------|
| | | |
| Emerald Club <i>Executive Elite</i> | 25+ | 85+ |

4.4. Members will be re-tiered periodically throughout each calendar year based upon the applicable Emerald Club Rules and Conditions. When a Member qualifies for a higher membership level, Administrator will send materials to the Member based on the higher membership level. In February of each year, Administrator will send new materials to each Member whose account activity in the prior year was insufficient to maintain their membership level. Members who enrolled through our Drive Alliance Partnership with Enterprise Rent-A-Car will receive tier qualification information from Enterprise Rent-A-Car.

5. Associated Partner Reward or Frequent Traveler Programs: As a benefit of enrollment in the Program, Members may choose to earn frequent flyer miles, hotel points or other rewards offered in connection with our partners (each a “Partner Rewards Program”). Partner Rewards are available for National Car Rental and Enterprise Rent-A-Car rentals or for National Car Rental brand reservations serviced by Enterprise Rent-A-Car only when the Partner Rewards Program is a valid partner of the reservation brand and the rental is a qualifying rental. In the event that you enroll in a Partner Rewards Program, you hereby authorize Administrator to collect a Frequent Traveler surcharge (as further specified to you in the enrollment process or if you modify your profile to add a Partner Rewards Program) to offset a portion of the administrative and program costs arising from our participation in these Partner Rewards Programs. You may also be subject to additional restrictions, charges, and rules imposed by each partner’s own Partner Rewards Program rules. A list of the Frequent Traveler surcharges collected by Administrator is available at www.nationalcar.com. The surcharges may be in addition to any other fees or charges the airline, hotel or other partner may impose in connection with your use or redemption of any earned miles, points or other form of reward. You are responsible for understanding and complying with the rules, restrictions or terms and conditions imposed by a partner in connection with such Partner Rewards Program.

6. Rental Credits and Free Days:

6.1. Rental Credits: For vehicle rentals at National Car Rental and Enterprise Rent-A-Car brand locations in the U.S., Canada, and participating locations in Europe, Australia, and the Latin American Caribbean, Members will receive one rental credit for each Qualifying Vehicle Rental of up to seven (7) consecutive days. For Qualifying Vehicle Rentals longer than seven (7) consecutive days, Member will receive one additional rental credit for every four (4) additional consecutive days of the same Qualifying Vehicle rental.

Examples:

| <u>Qualifying Rental Days</u> | <u>Total Rental Credits</u> |
|-------------------------------|-----------------------------|
| 1-7 | 1 |
| 8-11 | 2 |
| 12-15 | 3 |
| 16-19 | 4 |

Consecutive, multiple or overlapping rentals in the same rental location do not qualify as additional consecutive days for purposes of receiving additional rental credits. For Non-qualifying vehicle rentals as defined in Section 4.1. of Chapter B above and for rentals from the non-participating Enterprise Rent-A-Car brand locations listed in Section 4.2 of Chapter B above, or when a Member chooses to receive mileage, credits or points for a Partner Rewards program (such as, but not limited to, an airline frequent flyer or hotel points program) or Members enrolled through our Drive Alliance Partnership with Enterprise Rent-A-Car who are earning Enterprise Plus points ("Non-Qualifying Vehicle Rentals") no rental credits will be issued. Rental credits will be issued at the completion of each rental and electronically stored in the Members' Profile. Rental credits cannot be redeemed for cash or other value.

6.2. Free Days: Rental credits will, depending upon Membership level, be automatically converted to free rental days ("Free Days") (optional products, taxes and fees are not included):

| <u>Membership Level</u> | <u>Rental Credits Needed for One Free Day</u> |
|-------------------------------------|---|
| Emerald Club | 7 (Valid for up to a mid-sized rental vehicle) |
| Emerald Club <i>Executive</i> | 6 (Valid for up to a full-size rental vehicle) |
| Emerald Club <i>Executive Elite</i> | 5 (Valid for any car class except Trucks and exotic vehicles) |

Different thresholds may apply for certain Members depending upon where they reside. Please revert to your supplemental information for details. Free Days do not qualify for rental credits but will qualify toward membership levels. Member is responsible for all fees and taxes applicable to the rental credits and Free Days the Member earns under the Program. Payment for such fees and taxes shall be the sole responsibility of the Member.

6.3. Rental credits are non-transferable. Free Days are transferable only to other Members and to immediate family members of Member (e.g., spouse or domestic partner, child over the age of 21, parent) irrespective of their membership in the Program. Members may transfer up to three (3) Free Days per calendar year. Once transferred, Free Days cannot be returned to Member's account. Transferred Free Days are valid for one (1) year from the original month of transfer. *For Members residing in Germany: Free Days are freely transferable to Members and non-Members, and the limitations to transfer set forth in this Section 6.3 do not apply.*

6.4. Fraudulent Activity. If you attempt to use or earn Rental Credits or Free Days in a fraudulent way, we may: (a) Take away all Rental Credits and/or Free Days in your Emerald Club membership; and/or (b) Terminate your Emerald Club Membership. The Emerald Club program is intended to benefit individuals rather than companies. Members may use Rental Credits for any personal or business purposes they choose. For purposes of administrating the Emerald Club program, it is considered fraudulent

and abusive for Members to use a single Emerald Club Account for the purpose of accumulating points for company use.

7. Redemption of Free Days: Free Day(s) may be redeemed electronically when submitting a reservation request for a vehicle on www.nationalcar.com or Member may call 1-800-CARRENT (1-800-227-7368) (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your operator). No paper certificates will be issued for Free Day(s). Free Day(s) can only be used on National Car Rental Brand reservation requests at participating National Car brand rental locations in the U.S., Canada, Australia, the Latin American Caribbean (and, in Europe, for National Car rental brand reservations serviced by Enterprise). Free Days are combinable up to seven (7) consecutive days maximum on one rental. Members may redeem Free Days for periods of no longer than seven (7) Free Days per rental transaction. These Free Days do not include charges that are not included in the base rates of the particular applicable jurisdiction, such as (i) taxes, assessments, use fees or other governmentally imposed, authorized or permitted surcharges or pass-throughs, (ii) license recoupment fees, airport fees and concession recoupment fees, (iii) service charges and fees, (iv) vehicle license recovery fees, (v) damage waiver, the cost of optional insurance products, fuel charges, optional upgrades, underage driver's fees, infant seats or other optional items, (vi) charges or drop-off charges for one way rentals, or (vii) tolls or parking violations. Members entitled to a Free Day for a given class of vehicle may use the Free Day as partial payment for a more expensive vehicle class. Free Days are redeemable for passenger vehicles only.

8. Validity of rental credits and Free Days: Rental credits remain valid so long as the Member retains membership in the Program. Free Days will expire on December 31 of the year following the year in which they were earned or immediately upon cancellation or termination of membership in the Program. *For Members residing in Austria, Denmark and Germany: Rental credits remain valid only so long as such Member retains membership in the Program, but in no event less than 36 months starting from the day on which they were earned; Free Days will expire after 36 months starting from the day on which they were earned.*

9. Benefits of Emerald Club Executive and Emerald Club Executive Elite Members: Emerald Club Executive and Emerald Club Executive Elite Members will be charged the rate for the next lower car class when renting a full-size through luxury vehicle (excluding specialty vehicles) from National rental locations in the U.S., Canada, and participating locations in Europe and the Latin America Caribbean.

10. Trademarks, Logos and Service Marks: "Emerald Club", "Emerald Club Program", "National Car Rental" and all associated trademarks, logos and service marks, along with the contents, structure, and features of the Program are the exclusive property of Administrator and its affiliates and nothing contained in the Rules or by your enrollment or participation in the Program should be construed as granting, by implication, estoppel, or otherwise, any license, interest or right in or to any of the foregoing.

11. Suspension and Alteration of the Program: To the fullest extent permitted by law and without prejudice to any statutory rights, Administrator reserves the right to terminate, restrict, suspend or otherwise alter this Agreement and/or the Program by providing 14 days' prior notice to Member in accordance with Chapter A, Section 4 of the Agreement as set forth above. The Program is void where prohibited or restricted by law.

This Section 11 of Chapter B does not apply to Members residing in Argentina, Austria, Germany, Mexico, Poland and Portugal.

12. Force Majeure: Administrator may suspend or terminate the Program as a result of a force majeure event, including but not limited to fire, flood, earthquake, elements of nature or acts of God, labor strikes, or social or political disruptions that prevent Administrator from fulfilling its obligations under this Agreement.

13. Applicable Law: For members residing in the EEA and Switzerland, this Agreement shall be construed and interpreted in accordance with the laws of England. For Members outside the EEA and Switzerland (except for Australia), this Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. For members residing in Australia, this Agreement shall be construed and interpreted in accordance with the laws of New South Wales, Australia. Notwithstanding the foregoing, the Master Rental Agreement shall be governed by the laws of the jurisdiction in which the renter picks up the vehicle. Applicable mandatory laws remain unaffected.

14. Questions: In case of complaints, comments or questions please contact our customer service center at National Car Rental, Member Services, 8421 St. John Industrial Way, St. Louis, MO 63144, Telephone: (800) 962-7070 seven days a week, 8 am – 8 pm EST).

For Non-U.S./Non-Canadian Residents: The below Master Rental Agreement becomes effective and is deemed to be accepted by you when you take possession of a vehicle in a country for which the below Master Rental Agreement provides country-specific rental terms and conditions.

For U.S./Canadian Residents: You will agree to the below Master Rental Agreement when you click on the “I Accept” button during the registration for the Emerald Club.

MASTER RENTAL AGREEMENT - TABLE OF CONTENTS

- C. General Rental Terms and Conditions Applicable to Rentals in All Locations**
- D. Specific Rental Terms and Conditions Applicable to Rentals in United States and Canada**
- E. Specific Rental Terms and Conditions Applicable to Rentals in Europe**
 - (x) For Rentals Originating in Belgium**
 - (xi) For Rentals Originating in France**
 - (xii) For Rentals Originating in Germany**
 - (xiii) For Rentals Originating in Ireland**
 - (xiv) For Rentals Originating in Italy**
 - (xv) For Rentals Originating in Netherlands**
 - (xvi) For Rentals Originating in Spain**
 - (xvii) For Rentals Originating in Switzerland**
 - (xviii) For Rentals Originating in United Kingdom**
- F. Specific Rental Terms and Conditions Applicable to Rentals in Latin American Caribbean**
 - (i) For Rentals Originating in Costa Rica**

MASTER RENTAL AGREEMENT

A. General Rental Terms and Conditions Applicable to Rentals in All Locations

- 1. Scope of Agreement:** If you rent a car in the United States, Canada or a participating location in Europe or the Latin American Caribbean at a National Car Rental location as an Emerald Club Member by providing your Emerald Club number at the time of making a rental car reservation request, the car rental will be subject to (a) the following Master Rental Agreement Terms and Conditions including any additionally applicable country or state-specific rental terms set forth below or provided at the time of rental, (b) the information provided by you in the Emerald Club Profile ("Profile"), (c) any optional product brochures provided to you in connection with this rental and (d) each of the location specific disclosures, notices and terms that are contained below for rentals in the US., Canada or a participating location in Europe or the Latin American Caribbean or provided at the time of rental. (together the "Rental Agreement"). In case of a conflict between a provision in the General Rental Terms and Conditions Applicable to Rentals in All Locations set out in this Chapter A and a provision in any of the country or state-specific rental terms set out in the Chapters B, C or D, the provision in the country or state-specific rental terms in the Chapters B, C, or D shall prevail. The Rental Agreement will be subject to the laws of the relevant state in the United States, relevant province in Canada, or a participating location in Europe or the Latin America Caribbean, as applicable. The Rental Agreement is available in English language and certain other languages. In the event of a conflict between the version of the Rental Agreement in the English language and the version of the Rental Agreement in any other language, the version of the Rental Agreement in the English language shall prevail, unless otherwise stated in the country or state-specific rental terms in the Chapters B, C, or D.
- 2. Contracting Parties:** The Rental Agreement is between the person renting the car (hereinafter "Renter") and one of the direct or indirect subsidiaries of Enterprise Holdings, Inc., as listed in Section 25, below, or an independent National Car Rental licensee ("Licensee") from which you rent the car, or any of their successors and/or assigns (hereinafter collectively, "Owner") as identified to the Renter. The Rental Agreement shall only apply to and cover vehicle rentals by Owner to a customer from a rental facility which is operated under the "National Car Rental" brand name and shall not apply to or cover vehicles under the Alamo Rent A Car or Enterprise Rent-A-Car brand names except in the case of a Fixed Based Operator delivery as set out in Section 10, below.
- 3. Conclusion of Rental Agreement:** If you are a resident of the U.S. or Canada, the Rental Agreement will be binding on you when you click on the "I Accept" button during the registration for the Emerald Club thereby confirming that you have read, are aware of, and will accept full responsibility for and are bound by the terms and conditions contained in this Master Rental Agreement. ***If you are a resident outside of the U.S. or Canada, the Rental Agreement becomes***

effective and is deemed to be accepted by you when you take possession of a vehicle in the US, in Canada or at a participating location in Europe or in the Latin American Caribbean at a National Car Rental location, thereby confirming that you have read, are aware of, and will accept full responsibility for and are bound by the terms and conditions contained in this Rental Agreement.

- 4. Third party billing; verification:** Renter expressly acknowledges that Renter and Owner are the only parties to this Rental Agreement, notwithstanding that a reservation for vehicle may have been arranged by a third party on behalf of the Renter; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of vehicle, length of rental, rental rate and/or selection of optional products on behalf of the Renter. For matters arising from this Rental Agreement, Renter authorizes Owner to verify and/or obtain, through credit agencies or other sources, Renter's personal, credit and/or insurance information. Except as described in Section A.1., this Rental Agreement is the entire agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.
- 5. Reservations:** Renter shall make rental reservations prior to pick up. When making rental reservations, Renter shall inform Owner of Renter's membership number. Renter must present a valid driver's license at the time of rental. If Renter is unable to present a valid driver's license because of a disability or visual impairment, Renter may rent a vehicle when accompanied by a designated driver, who must present a valid driver's license and meet minimum age restrictions. A valid credit card issued in Renter's name must be presented upon its initial use at time of rental or if requested by Owner. If Renter is an eligible renter under a commercial account agreement with Owner and provides Owner with that account's name ("Account") and contract I.D. number when making a reservation, Renter will be charged at the Account's commercial rate. If Renter is ineligible to rent under a commercial account agreement, Renter will be charged at the prevailing retail market rate.
- 6. Correspondence:** Renter confirms that the name and email address Renter has provided in Renter's Profile are correct, and consents that any correspondence, notices or emails will be sent to Renter in accordance with Section 5 of Chapter A of the Emerald Club Program Rules and Conditions. Notices to Owner must be sent to National Car Rental, Attn: Marketing, 600 Corporate Park Drive, St. Louis, MO 63105.
- 7. Renter Profile:** Renter agrees that Owner may rely on all options selected by Renter as contained on Renter's Profile, which apply to all rental transactions made by Renter under the Emerald Club Program. Renter may change options and information for future rental transactions under this Program by changing the options and information entered into the Profile at www.nationalcar.com or by sending Administrator a Rental Agreement Profile Change Form at National Car Rental, Attn: Marketing, 600 Corporate Park Drive, St. Louis, MO 63105, indicating the changed options and information in writing. Administrator may update Renter's Profile as necessary to correct contract ID numbers.

- 8. Credit cards:** Renter further agrees to notify Administrator if Renter's credit card or any credit card listed in Renter's Profile is (1) lost, stolen or invalidated, or (2) or if Renter suspects that it is being used without permission, or (3) expires.
- 9. Reservations in excess of thirty days:** If the reservation is for a period in excess of thirty (30) consecutive days, such reservation shall be governed by the following terms and conditions. Such reservation shall consist of consecutive rentals for individual terms of no more than thirty (30) days each ("Rental Period"), but consecutively lasting for a period of time equal to the reservation period ("Reservation Period"). Each Rental Period is a separate rental, distinct from any other Rental Period during the Reservation Period. Owner will designate a separate rental number for each Rental Period. Each rental during the Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period; however, Renter acknowledges that taxes, fees, and other charges contained in the reservation for initial Rental Period may be subject to change during subsequent Rental Periods. Renter acknowledges that at any time Renter agrees to a revised Rental Agreement, such revised Rental Agreement will govern each remaining Rental Period. Renter further acknowledges Renter may terminate the balance of the Reservation Period at any time, without penalty, effective at the end of any Rental Period by returning Vehicle to Owner. Terminating the remaining Reservation Period effective within a Rental Period may lead to early termination charges as specified in the reservation for such rental, but only with respect to the remainder of the then-current Rental Period. Renter will be charged for each Rental Period as it commences. Renter must (A) notify Owner at the end of each Rental Period of the Vehicle's then-current mileage, and (B) must exchange the Vehicle upon Owner's request.
- 10. Fixed Based Operator Deliveries:** If requested when reserving a vehicle by Renter who (a) has established a commercial account with Owner and has been issued a valid business rental contract I.D. number and (b) has a completed Renter Profile with coverage preferences selected, Owner will deliver or cause to be delivered a rental vehicle to any Fixed Based Operator airport facility ("FBO") located within 50 miles of a National facility. The delivery of a vehicle to an FBO is subject to: (a) payment of any delivery and collection fee, (b) payment of a no-show fee if such Renter fails to show up for such reservation, (c) the individual FBO rules and regulations regarding delivery of rental vehicles and (d) all other applicable terms and conditions of this Rental Agreement shall apply to the rental and use of any such vehicle delivered under this Section. Renter agrees that Owner, at its option, may service the delivery of vehicles to an FBO under the Enterprise Rent-A-Car brand name only for rentals set up with your corporate contract I.D. number. Renter agrees to pay for either brand that services the rental. Certain optional products selected in Renter's Profile may not be available or may be provided through different insurers or with different coverage limits or benefits. Renter agrees that similar products provided by Enterprise Rent-A-Car brand shall replace such products provided for in Renter's Profile to the extent they are available. Notwithstanding the foregoing, such rental shall otherwise be deemed a National rental subject to the terms of this Rental Agreement. Renter agrees that the terms and conditions of the Enterprise brand rental agreement shall apply only to the extent of any required disclosures under state or provincial law.

B. SPECIFIC RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN UNITED STATES AND CANADA

1. **Definitions:** For the purposes of this Rental Agreement, the following terms are specifically defined:

a. "Additional Authorized Driver(s)" (AAD[s]) means any individual, in addition to Renter, who; (i) has permission of the Renter to drive Vehicle and is either a member of Renter's immediate family (including same or opposite sex domestic partner) who permanently resides with Renter, (ii) is a fellow employee who drives the Vehicle for business purposes, (iii) is required by law, or (iv) is permitted by Owner or separate agreement (i.e., Corporate, Tour or Emerald Club) to operate the Vehicle. All AADs must possess a valid driver's license and meet the minimum rental age.

b. "Optional Accessories" means but is not limited to optional Child Seats, Global Positioning Systems, ski racks, toll transponders and/or other products accepted by Renter.

c. "Rental Period" means the period between the time Renter takes possession of Vehicle and the time Vehicle is returned and checked in by Owner, except in the case of Reservation Periods longer than 30 days in which the initial Rental Period is the period between the time Renter takes possession of Vehicle and 30 consecutive days thereafter. Each subsequent 30 day period (or portion thereof) is a Rental Period until Vehicle is returned and checked in by Owner.

d. "Return Location" means the original rental location or the location specified in the reservation.

e. "Vehicle" means the original vehicle received in connection with a rental and any replacement vehicle(s).

f. "United States" means the 50 United States, District of Columbia, and Puerto Rico.

2. **Ownership/Vehicle Condition/Warranty Exclusion.** Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its Affiliate, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle and Optional Accessories in good physical and mechanical condition. RENTER IS RENTING VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

3. **Payment by Renter.**

a. For items designated as either “/hour”, “/day”, “/week” or “/month” (1) “/hour” is 60 consecutive minutes or any portion thereof, beginning 30 minutes after the start time of the rental, (2) “/day” is each consecutive 24 hour period beginning after the start time of the rental, (3) “/week” is 7 consecutive 24 hour days beginning after the start time of the rental, (4) “/month” is 30 consecutive 24 hour days beginning after the start time of the rental, (5) all charges are for a minimum of 1 day.

b. Renter shall pay Owner for:

(1) The hour, day, week and month charges for the Rental Period. The “/hour” charge shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Return Location, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter’s responsibility.

(2) The charge per mile or kilometers for all miles or kilometers exceeding the free miles or kilometers permitted for the Rental Period.

(3) The Optional Accessories, services and/or products charges for those items accepted by Renter.

(4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent 3rd party provider. See www.keystogreen.com for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.

(5) The optional Tollpass service accepted by Renter provides for the daily rental of a toll collection transponder (Tollpass Transponder Service) or, in some states or provinces, the use of video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter’s credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority’s cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party Renter’s name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties, see Section 3.d.(4). A current listing of Tollpass Service area covered roads is available upon request, at “www.htallc.com/national” or (877) 860-1283. For TollPass Waiver Option originating in the Chicago Metro area or at select Indiana locations, Renter may choose to purchase optional TollPass Waiver, which provides for the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. TollPass Waiver will relieve Renter and/or AAD(s) of the costs of tolls incurred during the Rental Period. No credit is provided for days of non usage. TollPass Waiver has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties. See Section 3.d.(4).

(6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon (or per litre) charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused fuel.

(7) The one way fee.

(8) The Young Renter Fee

(9) The Additional Driver Fee (Additional Driver Fee is waived for one additional driver for disabled renters who cannot drive.)

(10) The Car Class Change

(11) The other fees and charges (none of which are taxes) including but not limited to:

(a) Any airport Consolidated Facility Charge (CFC), which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of this consolidated rental car facility; other airport facilities; and/or transportation related facilities;

(b) The Concession Fee Recovery (or, in some locations, the "Concession Recovery Fee" or "Premium Location Charge") (CONC REC) which is Owner's charge to recover the concession fee paid by Owner to an airport's owner or operator in connection with the rental;

(c) The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for the rental or to the owner, operator or agent of the location ; and

(d) The Vehicle License Fee Recovery (VLF REC) which is the Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its/their rental fleet registered in renting state or province. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

(e) The Bussing Cost Recovery, which is Owner's charge to recover the fees paid by Owner to offset Owner's annual estimated cost to provide bussing operations at certain locations.

(f) The Frequent Traveler surcharge may apply for qualifying rentals in the US and Canada when the Renter chooses to receive frequent flyer miles, hotel points or other rewards offered in connection with our partners as part of this rental to recover all or a portion of the administrative and program costs associated with participation in Partner Reward Programs.

(g) All Location-specific fees and charges identified under Section 24, below.

c. At certain locations, the fees and other charges described in Section 3(b)(12), above, may not apply in the event Renter did not arrive at certain airports by plane within a specified period prior to the commencement of a rental transaction. Certain other fees and charges described in Section 3(b)(12) may not be applicable to vehicles rented as temporary replacements for vehicles unavailable due to mechanical breakdown, repair, service, damage or loss. These fees and charges may not be assessed if (A) Renter advises Owner at the counter at the time of the rental transaction that either (i) the Renter did not arrive at the airport by plane prior to the commencement of the rental transaction or (ii) Vehicle will be utilized as a replacement vehicle, and (B) the Owner determines that the fee and/or charge is not applicable to such Renter as a result of

same. In the event Renter bypasses the counter at the time of the rental transaction without advising Owner of the foregoing facts, Renter acknowledges and agrees to incur certain fees and charges that may not otherwise have been applicable.

d. Additional Obligations of Renter—Unless prohibited by law Renter shall pay Owner, its affiliates or agents:

(1) If Vehicle returns to a location other than the designated return location a vehicle recovery fee, un-scheduled one way fee or drop charge which shall be no more than the greater of: a) \$100.00; b) \$.50 per mile between return location and original rental office; or, c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return.

(2) Owner's adjusted daily, weekly or monthly rate applicable on the date of return, in addition to the understay or overstay fee, if Renter returns the vehicle before or after the agreed upon return date.

(3) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see Section 7), to the extent LDW, as described in Section 17, or RSP/RAP, as described in Section 18(C), do not apply.

(4) All fines, costs, charges and attorneys fees paid or to be paid by Owner, its Affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration.

(5) A Tollpass convenience charge (TCC) (where available) of up to \$7.00 per day of Rental Period for each day Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$35.00 per Rental Period. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of Tollpass Automatic Service covered roads is available upon request, at "www.htallc.com/national" or (877) 860-1283. Operation of Vehicle on a roadway or bridge not covered by Tollpass Automatic Service where applicable tolls are not paid may subject the Renter to Fines, Tolls and Violations, see Section 3.d(4) above. RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATES TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.

(6) A late charge of 1-1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

(7) All expenses incurred by Owner in the collection of amounts due Owner under this Rental Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Rental Agreement, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS RENTAL AGREEMENT INCLUDING, IF ANY, THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH A CASH DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF THE RENTAL PERIOD. All charges are subject to final audit by Owner.

(8) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities

Owner will accept any credit cards with available credit listed on Renter's Profile as payment for all charges under the Rental Agreement. Renter authorizes Owner to reserve credit on your credit card listed on Renter's Profile in an amount equal to all estimated charges and amounts owed under this Rental Agreement, including if any third party to whom a billing was directed refused to make payment. Owner may bill Renter's credit card listed on Renter's Profile. Owner will bill the credit cards listed on Renter's Profile according the selected billing priority against the first card that has available credit.

4. Limits on Use and Termination of Right to Use.

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for: transporting persons for hire; as a school bus; or for driver training.

(3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS: (i) Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and (ii) Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state, provincial, or municipal laws, ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer outside the passenger department.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.

(9) Vehicle shall not be driven or taken outside the United States and Canada; travel to Mexico is prohibited without Owner's written permission.

(10) Vehicle shall not be driven on an unpaved road or off-road.

(11) Vehicle shall not be operated by anyone: who has given a fictitious name; false address; or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.

(12) Renter shall not transfer or assign this Agreement and/ or sublease Vehicle.

(13) Vehicle shall not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before the agreed upon return date or on Owner's demand and in same condition as received, with ordinary wear and tear excepted. Extensions are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates Renter or AAD(s) right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice.

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-307-6666 and you will be connected to a third party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

6. Accidents. Damage to, loss of or theft of Vehicle must be immediately reported to Owner in writing to the office where Vehicle was rented or by telephone at 1-800-268-9711 in the US or 1-800-367-6767 in Canada, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to Owner every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an

Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

7. Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.

Except to the extent restricted, modified or limited by state or provincial law, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage and impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. In the case of Rentals from a Licensee, Renter is responsible for damages including but not limited to: loss of use regardless of fleet utilization, claim administrative fees, diminishment of value, towing, storage or impound fees, and other costs (including attorney's fees) incurred by Licensee to recover Vehicle and establish damages. In the case of non-Licensee Rentals, Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate (including any Car Class Change); (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate (including any Car Class Change). Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than \$1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is returned during non-business hours or to any place other than location from which the vehicle was rented, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

8. Responsibility to Third Parties. (US only) Owner or Owner's affiliate complies with the applicable motor vehicle financial responsibility laws with respect to the Vehicle as a state certified self-insurer, bondholder, insured or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, Owner or Owner's affiliate does not extend any of such motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties through this Agreement. If valid automobile liability insurance or self-insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable state motor vehicle financial responsibility law, then neither Owner nor Owner's affiliate extends its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner or Owner's affiliate is obligated to extend the motor vehicle financial responsibility to Renter, AAD(s) or third parties, then such obligation is limited to the applicable state minimum financial responsibility amounts.

Unless required by law, financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.**

9. Indemnification by Renter. Renter shall defend, indemnify and hold Owner and Owner's Affiliate harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or Owner's affiliate in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner and Owner's affiliate for all such losses. This obligation may be limited if Renter purchases optional LDW and/or an optional SLI to the extent DW and/or SLI applies. **SEE SECTIONS 76 AND 18 FOR INFORMATION ON OPTIONAL LDW AND OPTIONAL SLI.**

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner or Owner's affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law.

11. Personal Property. Owner is not responsible for any damage to, loss of or theft of any personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property or data downloaded to Vehicle of Renter or Renter's passengers upon termination of the Rental Period. **SEE SECTION 18 FOR INFORMATION ON OPTIONAL PEC.**

12. Use in Mexico. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, LDW and other optional protection products do not apply in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third-Party Proceeds. If a third party, including, without limitation, an employer or corporate account, authorizes payment of any amount owed by Renter under this Rental Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Rental Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee

might exceed or be less than: the normal “/day” charges as calculated under this Rental Agreement; or their party’s per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

a. To present insurance claims of any type to Renter’s insurance carrier and/or credit card company if: (1) Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or (2) Any liability claims against Owner arise in connection with the rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.

b. To endorse Renter’s name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of this Rental Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

16. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Rental Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner’s sole liability to Renter and AAD(s) and Renter’s and AAD(s)’ sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle.

RENTER AND AAD(s) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(s). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(s). Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

17. Optional Loss Damage Waiver (LDW). LDW IS NOT INSURANCE. THE PURCHASE OF LDW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. Renter may purchase optional LDW from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate LDW listed below, to contractually waive Renter’s responsibility for all or part of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, depending on the LDW plan chosen. Notwithstanding anything to the contrary and unless prohibited by law, LDW DOES NOT PROVIDE PROTECTION FOR LOST OR DAMAGED KEYS, KEY FOBS, TRANSPONDERS, OPTIONAL ACCESSORIES OR ANY LIABILITIES IMPOSED BY LAW. LDW does not apply to damage occurring in Mexico. In most locations, Owner offers the following two (2) levels of LDW protection:

- Loss Damage Waiver - Owner will waive renter's responsibility for all loss or damage to the Vehicle.
- Loss Damage Waiver 3000 (where applicable)- Owner will waive renter's responsibility for the first \$3,000 of damage to, loss or theft of, vehicle or any part or accessory. Renter remains responsible for any amounts over \$3,000.

When deciding whether or not to purchase LDW, Renter may wish to check with Renter's insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, Renter has coverage or protection for such damage or theft and the amount of Renter's deductible or out-of-pocket risk.

The following actions shall invalidate LDW:

- a. if vehicle is damaged when used or driven:
 - (1) by any person other than Renter or AAD(s) without Owner's prior written consent;
 - (2) by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
 - (3) by any person committing a felony or otherwise engaged in a criminal act;
 - (4) in a race or speed contest;
 - (5) to tow or push anything;
 - (6) outside of the United States or Canada;
 - (7) under authority of any license that is suspended, revoked, invalid or does not belong to the driver;
 - (8) to transport persons or property for hire;
 - (9) in a wanton or reckless manner or if Vehicle is deliberately damaged;
 - (10) on an unpaved road or off road;
 - (11) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
- b. if Renter misrepresents facts to owner pertaining to rental, use, or operation of Vehicle; or
- c. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
- d. if renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism; or
- e. if Vehicle is stolen and Renter fails to do any of the following: (1) return the original ignition key(s) and Owner's key tag identifying Vehicle; (2) file a police report within 24 hours after discovering the theft; (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft; (4) ensure that Vehicle's ignition is turned off at the time Vehicle is stolen..

Renter may accept LDW by selecting LDW on Renter's Profile. Renter's decision to accept or decline LDW on Renter's Profile will apply to all Rentals made under the Program except (A) Renter can choose a different option for any individual Rental by renting at the National self-service kiosk or rental counter; and (B) Renter can change the decision to accept or decline LDW for future transactions by changing Renter's Profile at www.nationalcar.com or by sending Owner a Master Rental Agreement Profile Change Form indicating Renter's change in writing. Renter can obtain a Master Rental Agreement Profile Change Form by contacting Owner at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any Owner's rental locations. On any Rentals where Renter chooses LDW, Renter agrees to pay the per day LDW charge in

effect at the time of the Rental for each full or partial day. The LDW charge may change from time to time. Renter can obtain Owner's current LDW charge at the time Renter reserves a Vehicle.

The applicability of LDW to a Rental Period may be determined in accordance with a third party agreement.

NOTE: LDW may be referred to as Collision Damage Waiver (CDW) or Damage Waiver (DW) in specific states.

18. Other Optional Protection Products. THE PURCHASE OF ANY OF THE FOLLOWING PRODUCTS IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. EACH OF THE FOLLOWING IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE APPLICABLE POLICIES DESCRIBED BELOW. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. UNDERWRITING INSURER(S) ARE SUBJECT TO CHANGE WITHOUT NOTICE. EACH OF THE FOLLOWING PRODUCTS MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

For each of the Optional Products described in Section 17 (A)-(C), Renter may accept the optional product(s) by selecting it on Renter's Profile. Renter's decision to accept or decline the Optional product(s) on Renter's Profile will apply to all Rentals made under the Program except (A) Renter can choose a different option for any individual Rental by renting at the National self-service kiosk or rental counter; and (B) Renter can change the decision to accept or decline the Optional product(s) for future transactions by changing Renter's Profile at www.nationalcar.com or by sending Owner a Master Rental Agreement Profile Change Form indicating Renter's change in writing. Renter can obtain a Master Rental Agreement Profile Change Form by contacting Owner at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any Owner's rental locations. On any Rentals where Renter chooses the optional product(s), Renter agrees to pay the per day charge in effect at the time of the Rental for each full or partial day. The Optional product charges may change from time to time. Renter can obtain Owner's current charges at the time Renter reserves a Vehicle.

A. SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available): If Renter purchases SLI, Owner provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLI charge is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$1,000,000 Combined Single Limit per accident. SLI will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Rental Agreement. SLI is available for an additional charge. SLI includes UM/UIM coverage for bodily injury and property damage (where required by law) in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional

coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident; for rentals commencing in Hawaii and New Hampshire, the UM/UIM limits are \$1,000,000 combined single limit) or state mandated UM/UIM limit, whichever is greater. Owner and Renter reject any additional UM/UIM coverage to the extent permitted by law. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLI, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. Additional policy exclusions include: (a) bodily injury or death to Renter, any AAD, or to the blood relatives or family of Renter or any AAD, if such relatives or family reside in the same household with Renter or with an AAD (not applicable in Alaska, North Dakota and Vermont); (b) property damage to the rental vehicle; (c) fines, penalties, exemplary or punitive damages; (d) bodily injury, death or property damage expected or intended from the standpoint of the insured (not applicable in North Dakota and Vermont); (e) any obligation for which the insured or the insured's insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law; (f) loss arising out of an accident which occurs while the renter or AAD is under the influence of alcohol or drugs, or other substances unless prescribed by a physician (not applicable in North Dakota and Vermont); and (g) liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state (not applicable in North Dakota and Vermont). Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see <http://www.nationalcar.com/itemDetails.do?HelpItemID=SLI>). To file SLI claims, contact; Sedgwick CMS, P.O. Box 94950, Cleveland OH, 44101-4950 or at 1-888-515-3132 or fax 1-216-617-2928.

The applicability of SLI to a Rental Period may be determined in accordance with a third party agreement.

B. PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE

(PAI/PEC) (Where available): If selected and paid for, PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge.

| PAI Benefits** | Renter | Passenger |
|-----------------------------------|-----------|-----------|
| Accidental Death, Not to Exceed | \$175,000 | \$17,500 |
| | | |
| Accident Medical Expenses, Not to | \$2,500 | \$2,500 |

| | | |
|---|-------|-------|
| exceed | | |
| Accident Ambulance Expense, Not to exceed | \$250 | \$250 |

Accident Aggregate, not to exceed \$225,000 per accident**.

**** COVERAGE MAY VARY BY STATE OF RENTAL. SEE SECTION 23 FOR LOCATION SPECIFICS.**

PAI Benefits: for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

PEC Benefits: \$600 per person; \$1,800 maximum coverage for all covered individuals during the Rental Period. PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

PAI & PEC Exclusions:

PAI shall not cover:

- 1) any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self inflicted injury;
- 2) aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight;
- 3) committing or attempting to commit a criminal offense;
- 4) an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician;
- 5) an accident which occurs while participating in a prearranged or organized race or testing of a vehicle;
- 6) war or any act of war;
- 7) engagement in an illegal occupation;
- 8) if Renter converts Vehicle; or
- 9) any period Renter is in violation of the Rental Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

PEC shall not cover:

- 1) Automobiles;
- 2) automobile equipment;
- 3) Motorcycles;
- 4) Watercraft;
- 5) Motors; or other conveyances or their appurtenances;
- 6) Furniture;
- 7) Currency;
- 8) Coins;
- 9) Deeds;
- 10) Bullion;
- 11) Stamps;
- 12) Tickets;
- 13) Securities;

- 14) documents;
- 15) contact lenses;
- 16) artificial teeth and limbs;
- 17) perishables,
- 18) animals; and
- 19) Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered.

THE PEC POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.

This PAI/PEC is underwritten by Empire Fire and Marine Insurance Company. To file PAI/PEC claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Rental Agreement to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1 (888) 515-3132 Fax: 1 (216) 617-2928

C. Roadside Plus (RSP) or Roadside Assistance Protection (RAP) in Canada (Where available): For roadside assistance call 1 (800) 367-6767. When deciding whether or not to purchase Roadside Plus (RSP) or **Roadside Assistance Protection (RAP) in Canada**, Renter should check to determine whether Renter has other coverage or protection for such services. ROADSIDE PLUS OR ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE PLUS OR ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. Renter may purchase RSP or RAP in Canada from Owner for an additional fee. If Renter purchases RSP or RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) lost and damaged key replacement (including remote entry devices), (ii) flat tire replacement (if no inflated spare is available, Vehicle will be towed) and the cost of a replacement tire is not waived), (iii) lockout service (if keys are locked inside Vehicle), (iv) Vehicle jumpstart, and (iv) fuel delivery for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RAP does not waive any charges incurred in Mexico.

19. Telematics Notice and Release. Vehicle may be equipped with OnStar or another vehicle telematics system (Telematics System). Some or all Telematics System functionality may or may not be active during the Rental Period and/or may be deactivated automatically and without warning or notice. Renter acknowledges that such systems utilize wireless technology to transmit data and, therefore, privacy cannot be guaranteed and is specifically disclaimed by Renter. Renter authorizes any person's use or disclosure of or access to (i.) location information, (ii.) automatic crash notification to any person for use in the operation of any automatic crash notification system and, (iii.) operational condition, mileage, diagnostic and performance reporting of Vehicle as permitted by law. Renter shall inform any and all AAD(s) and passengers of the terms of this section and that Renter has authorized use, disclosure or access provided for herein. Renter releases Owner and agrees to indemnify, defend and hold harmless Owner, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Renter, any AAD(s) and passengers) or property caused by failure of the Telematics System to operate properly or otherwise arising from the use of the Telematics System by Renter, an AAD or Owner. Use of the Telematics

System is subject to the terms and conditions and privacy statement (**Telematics Terms**) posted by the applicable Telematics Systems provider and/or vehicle manufacturer (in the case of OnStar, Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information and user responsibilities. By signing this Agreement, Renter authorizes the provision of such Telematics Services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Owner.

20. Headings. The headings of the numbered paragraphs of this Rental Agreement are for convenience only, are not part of this Rental Agreement and do not in any way limit, modify or amplify the terms and conditions of this Rental Agreement.

21. Disclosure of Information to Third Parties. Owner may disclose Renter's personal information without Renter's permission: (i) when required by law, (ii) in response to legal process, (iii) without legal process in response to a request from law enforcement relating to a criminal investigation; (iv) to protect rights, privacy, safety or property of Owner, Owner's customers, or the public; (v) to permit Owner to pursue available remedies or limit damage that we may sustain, or (vi) to enforce the terms of any rental agreement or our website's terms and conditions.

22. Privacy. The information you provide to Owner is stored and used in accordance with National's privacy policy, which is available at www.nationalcar.com and for Canadian rentals at www.nationalcar.ca, which may be amended from time to time and which is incorporated herein by reference. Renter agrees that Owner may provide your personal data to third parties which conduct services on its behalf (such as consumer satisfaction surveys) and consents to Owner's representative contacting Renter on a cell phone or other phone number listed on the Rental Agreement or otherwise provided to National. Some National locations in the U.S., Canada, Europe, Australia, and participating locations in the Latin America Caribbean are owned and operated by independent licensees that are not controlled by Owner or our Affiliate companies ("Licensees"). The subsidiaries of Enterprise Holdings, Inc. and Enterprise Rent-A-Car Canada Company do not control the use of any personally identifiable or payment information collected by its Licensees. Licensees are required to identify themselves (i.e., at their locations and in their agreements, sales materials, business cards, marketing materials, advertisements and other National branded materials) as "An Independent National Car Rental Licensee" or by other similar terms. National is not responsible for the Licensees' information practices. For more information, see Section 7 in Chapter A.

23. Choice of Law/Venue. All terms and conditions of this Rental Agreement shall be interpreted, construed and enforced pursuant to the laws of the state or province where the Renter first received a Vehicle under this Rental Agreement, without giving effect to the conflict of laws provisions of such state or province. Renter agrees that the county within the state or province in which Renter first receives a Vehicle under this Rental Agreement is the only place where Owner or Renter may file any action relating to this Rental Agreement.

24. LOCATION SPECIFIC DISCLOSURES, NOTICES AND TERMS AND CONDITIONS FOR THE FOLLOWING LOCATIONS:

| | | |
|---|---|---|
| Alabama Alaska Arizona California Colorado Connecticut District of Columbia Florida Hawaii Illinois Indiana Iowa | Kansas Louisiana Maryland Massachusetts Michigan Minnesota Missouri New Mexico New Jersey Nevada New York North Carolina Ohio | Oregon Pennsylvania Puerto Rico Rhode Island South Carolina Tennessee Texas Utah Vermont Virginia Washington Wisconsin Canada |
|---|---|---|

Renter acknowledges that Renter has received, read, understands and agrees to the following county, state or location specific disclosures, notices and terms and conditions. Renter is advised to review this paragraph before renting or operating Vehicle in the locations set forth below. These disclosures, notices and terms and conditions may modify or replace, as applicable, Renter's obligations set forth in Sections 1 - 23, above. In the event of a direct conflict between Sections 1 - 23 of this Rental Agreement and this Section 24, this Section 24 will govern.

FOR RENTALS ORIGINATING IN ALABAMA

The Vehicle License Fee Recovery (VLF REC) which is the Owner's charge to recover the estimated average daily cost per vehicle of the charges and taxes imposed by governmental authorities upon Owner or its affiliates to inspect, license, title, register and plate all vehicles in its/their rental fleet registered in renting state. The VLF REC is not calculated based on the costs imposed upon a particular vehicle. A Privilege and License Tax Recovery (PRIV & LIC TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds exclusive of proceeds from the rental of non-automotive accessories. A non-automotive Privilege and License Tax Recovery (NON-AUTO PL TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds from the rental of non-automotive accessories.

FOR RENTALS ORIGINATING IN ALASKA

Driving on the following named roadways is prohibited and LDW shall not apply: Campbell Hwy., Canol Road., Dalton Hwy., Dempster Hwy., Denali Hwy., Edgerton Hwy., Elliot Hwy., McCarthy Rd., Nabesena Rd., Steese Hwy., Taylor Hwy.

FOR RENTALS ORIGINATING IN ARIZONA

Owner's liability insurance does not cover injuries to passengers in the Vehicle. The insurance policies Owner offers may provide duplication of coverage already provided by Renter's personal automobile insurance policy or by another source of coverage. Renter is not required to purchase such insurance in order to rent Vehicle.

ARIZONA REVISED STATUTE SECTION 13-1806 PROVIDES THE FOLLOWING, "A PERSON COMMITS UNLAWFUL FAILURE TO RETURN RENTED PROPERTY IF, WITHOUT NOTICE TO AND PERMISSION OF THE LESSOR OF THE PROPERTY, THE PERSON KNOWINGLY FAILS WITHOUT GOOD CAUSE TO RETURN THE PROPERTY WITHIN SEVENTY-TWO HOURS AFTER THE TIME PROVIDED FOR IN THE RENTAL AGREEMENT. UNLAWFUL FAILURE TO RETURN RENTED OR LEASED PROPERTY IF THE PROPERTY IS A MOTOR VEHICLE IS A CLASS 5 FELONY." THE MAXIMUM PENALTY FOR THIS OFFENSE IS IMPRISONMENT FOR 2 YEARS AND A FINE OF NOT MORE THAN \$150,000 FOR THE FIRST OFFENSE.

THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE RENTER, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.

FOR RENTALS ORIGINATING IN CALIFORNIA

State-Specific Fee:

For Rentals commencing in California, a percentage charge applies called the tourism commission assessment recovery by which National recovers the tourism assessment applicable to this rental as permitted by Section 13995.65 of the Government Code. The Vehicle License Recovery Fee (VEH LIC RECOVERY) which is the Owner's charge to recover Owner's estimated average daily cost per vehicle for charges imposed by governmental authorities to title, register and plate all vehicles in its rental fleet registered in California. The VEH LIC RECOVERY is not calculated based on the costs imposed on a particular vehicle.

Warning: California Vehicle Code Section 10855 provides the following: "Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within five days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the vehicle."

CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.

Damage to, Loss of or Theft of Vehicle or Optional Accessories and Related Costs. In addition to other obligations under the California Civil Code and California law, If Optional Loss Damage Waiver is not purchased, and subject to any limitations in California law, Renter accepts responsibility and shall pay Owner, on demand, for: (a) All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (b) Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for

the cost of repair up to the fair market value of Vehicle. (c) The first \$500 of vandalism damages that are not a direct result of the actual theft of Vehicle. (d) Administrative fees, as established by California Civil Code Section 1936. (e) Towing, storage or impound fees. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during nonbusiness hours or to any place other than the agreed upon location, damages as outlined above occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. Notwithstanding anything to the contrary and unless prohibited by law. DW does not apply to Optional Accessories, or any liability imposed by law. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Renter shall not have Vehicle repaired without permission from Owner.

CIVIL CODE SECTION 1936 NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER. LOSS DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or Authorized Driver(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to determine if Renter must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies. Owner will not hold Renter responsible if Owner offers and Renter purchases Loss Damage Waiver. Loss Damage Waiver will not protect Renter if:

a. Damage or loss results from an Authorized Driver(s): (1) Intentional, willful, wanton or reckless conduct (2) Operation of the vehicle under the influence of alcohol or drugs in violation of Section 23152 of the California Vehicle Code, (3) Towing or pushing anything or (4) Operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.

b. Damage or loss occurs while the vehicle is: (1) Used for commercial hire, (2) Used in connection with conduct that could be properly charged as a felony, (3) Involved in a speed test or contest or in driver training activity, (4) Operated by a person other than an Authorized Driver, or (5) Operated outside of the United States and Canada.

c. Any Authorized Driver(s) has: (1) Provided fraudulent information to the rental company or (2) Provided false information and the rental company would not have rented Vehicle if it had instead received true information.

The daily cost of LDW is \$10.99 to \$500.00 per day, depending on the vehicle rented.

Roadside Plus (RSP) does not include replacement of lost keys or remote entry devices.

CALIFORNIA DEPARTMENT OF INSURANCE LICENSE NUMBERS: 0E20233, 0D15656, 0D15655 and 0627217. THE CALIFORNIA DEPARTMENT OF INSURANCE MAINTAINS A TOLL-FREE CONSUMER HOTLINE. 800-927-4357(HELP)

FOR RENTALS ORIGINATING IN COLORADO

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. YOU ARE ADVISED NOT TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

CDW will be invalidated if damages to Vehicle are caused by Renter or AAD (s) by:

- a. willful and wanton conduct or misconduct;
- b. intoxication by alcohol or use of controlled substances as defined in C.R.S. Section 42-4-1301;
- c. participation in a speed contest;
- d. carrying person(s) or property for hire, or pushing or towing anything;
- e. use of Vehicle while committing a misdemeanor or felony or other criminal act;
- f. use of Vehicle by an unauthorized driver, which includes any person not specifically named as an AAD (s) in this Agreement;
- g. supplying information which is false concerning the rental transaction with the intent to defraud Owner;
- h. use of Vehicle outside the continental United States, or
- i. any instance whereby, during the rental of Vehicle, the speedometer or odometer is tampered with or disconnected.

FOR RENTALS ORIGINATING IN CONNECTICUT

RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY MAY COVER COLLISION DAMAGE, FIRE AND THEFT DAMAGE AND PERSONAL INJURY INCURRED WHILE USING VEHICLE. THE ANNUALIZED RATES ARE \$9121.35 OR LESS FOR LOSS DAMAGE WAIVER (LDW), \$4,197.50 OR LESS FOR PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC), \$5,675.75 FOR SUPPLEMENTAL LIABILITY INSURANCE (SLI) AND \$1,821.35 FOR ROADSIDE PLUS (RSP). THE PURCHASE OF LDW, RSP, PAI/PEC, OR SLI OR ANY OF YOUR OTHER INSURANCE OPTIONS IS NOT REQUIRED TO RENT A VEHICLE.

The Motor Vehicle Surcharge (MOTOR VEH SURCHARGE) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities to own, title, register and plate all vehicles in its rental fleet registered in Connecticut. The MOTOR VEH SURCHARGE is not calculated based on the costs imposed upon a particular vehicle.

FOR RENTALS ORIGINATING IN THE DISTRICT OF COLUMBIA

Warning - failure to return this vehicle in accordance with the terms of this Rental Agreement may result in a criminal penalty of up to 3 years in jail.

Pursuant to DC ST § 50-1703(d), the operator of a motor vehicle may not transport any child of less than 3 years of age unless the child is properly restrained in a child restraint seat. The operator of a motor vehicle shall not transport any child under 16 years of age unless the child is properly restrained in an approved child safety restraint system or restrained in a seat belt. Children under 8 years of age shall be properly seated in an installed infant, convertible (toddler) or booster child safety seat, according to the manufacturer's instructions. A booster seat shall only be used with both a lap and shoulder belt. A parent or legal guardian may transport his or her own child without restraint herein if that person is transporting a number of his or her own children of less than 16 years of age which exceeds the number of passenger positions equipped with safety belts in the motor vehicle. However, an unrestrained child may not be transported in the front seat of a motor vehicle.

FOR RENTALS ORIGINATING IN FLORIDA

The Waste Tire and Battery Fee Recovery (Tire/Battery Fee), which is Owner's charge to recover the waste tire and lead-acid battery fee which Owner must remit in Florida.

The Florida State Rental Car Surcharge (SC REC) which is the Florida State Rental Car Surcharge imposed by the state.

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida statutes.

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.

A copy of the Miami Dade County Visitor Information Map is available at the rental counter or exit booth.

Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, neither Owner nor its affiliate provides Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter

expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/ UIM limits in excess of the minimum limits required by law. If Owner or its affiliate is required by law to provide PIP, Owner and any affiliate will be entitled to all defenses and the maximum reduction of payments afforded under Florida statute 627.736, et. seq. Furthermore all parties seeking such PIP benefits must fully cooperate with Owner, its affiliate(s) and its representatives.

All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Owner as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Owner and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Owner and its affiliate's investigation is a condition precedent to receiving PIP benefits from Owner or its affiliate. Notice Pursuant to F.S. 627.736(5)(a)5, Owner, on behalf of itself and any applicable affiliate, hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Owner and any applicable affiliate will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

PAI Benefits: Renter Passenger

Accidental Death, Not to exceed \$250,000 \$125,000

Accident Aggregate, not to exceed \$500,000 per accident.

FOR RENTALS ORIGINATING IN HAWAII

Collision Damage Waiver Notice: Renter understands and acknowledges that by entering into this Rental Agreement Renter may be liable for damage to the vehicle resulting from a collision. Renter may already be sufficiently covered and should examine their personal automobile insurance policy to determine whether it provides coverage for collision damage and the amount of the deductible. Collision Damage Waiver is optional and entails an additional charge of up to \$26.99 per day. Additional conditions and restrictions apply.

For rentals commencing in Hawaii, the UM/UIM limits are \$1,000,000 combined single limit when SLI applies.

FOR RENTALS ORIGINATING IN ILLINOIS

This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a Collision Damage Waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the Collision Damage Waiver, you may wish to determine whether your own vehicle insurance affords you coverage for

damage to the rental vehicle and the amount of deductible under your own insurance coverage.

Damage to, Loss or Theft of, Vehicle and Related Costs. Subject to the limitations set forth in Section 6-305.2 of the Illinois Vehicle Code, which limits the Renter's liability for loss, damage, or theft of the vehicle to the actual and reasonable costs to the Owner for the repair of the Vehicle, or fair market value of the Vehicle whichever is less, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory, including and without limitation tires and tools, occurring during the Rental Period, regardless of fault or negligence of Renter or any other person or act of God. Under Section 6-305.2 of the Illinois Vehicle Code, the maximum amount the Owner may recover for loss or damage of the vehicle is \$16,000 up until May 31, 2014. Thereafter, this amount is subject to an annual increase of \$500 on June 1 of each year thereafter.

Renter shall pay the Owner the amount necessary to repair the damaged vehicle, subject to the aforementioned limitations. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If the Owner determines the Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds, subject to the aforementioned limitations in Section 6-305.2. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. Liability for theft of the Vehicle is limited to \$2,000 except if the Renter or ADD(s) fails to exercise reasonable care while in possession of the Vehicle or the Renter or ADD(s) commits, aids or abets the theft of the vehicle, the Renter is responsible for the actual and reasonable cost of the Vehicle, up to its fair market value, subject to the aforementioned limitations set forth in Section 6-305.2. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages, subject to the aforementioned limitations in Section 6-305.2. If Vehicle is returned during non-business hours or to any place other than the agreed upon location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL CDW.**

COLLISION DAMAGE WAIVER is not insurance. It is not required in order to rent Vehicle. Renter may purchase optional Loss Damage Waiver (CDW) from Owner for an additional fee. If Renter purchases CDW, Owner agrees, subject to the actions that void CDW listed below, to contractually waive Renter's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, CDW does not apply to lost keys, key fobs, transponders or Optional Accessories. CDW does not apply to damage occurring in Mexico. When deciding whether or not to purchase CDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

CDW will be voided for one or more of the following reasons:

- a. Damage or loss while the rental vehicle is used to carry persons or property for a charge or fee.
- b. Damage or loss during an organized or agreed upon racing or speed contest or demonstration or pushing or pulling activity in which the rental vehicle is actively involved.
- c. Damage or loss that could be reasonably expected from an intentional or criminal act of the driver other than a traffic infraction.
- d. Damage or loss to any rental vehicle resulting from any auto business operation, including but not limited to repairing, servicing, testing, washing, parking, storing, or selling of automobiles.
- e. Damage or loss occurring to a rental vehicle if the rental contract is based on fraudulent or material misrepresentation by the renter.
- f. Damage or loss arising out of the use of the rental vehicle outside the continental United States when such use is specifically prohibited in the rental agreement.
- g. Damage or loss occurring while the rental vehicle is operated by a driver not permitted under the rental agreement.
- h. Damage or loss occurring while the rental vehicle is operated by a driver under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof and convicted of violating subsection (a) of Section 11-501 of the Illinois Vehicle Code.

FOR RENTALS ORIGINATING IN INDIANA

DAMAGE WAIVER (DW) DISCLOSURE:

1. LDW is optional. 2. LDW entails an additional charge 3. The additional charge per day for DW is up to \$49.99 4. All benefits of, and actions that invalidate, DW are in Paragraph 16. 5. Renter or other authorized driver(s) may already be sufficiently covered for damage to Vehicle and should examine the Renter's or authorized driver's automobile insurance policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible. 6. By entering into the Rental Agreement, Renter may be liable for damage, loss, or loss of use to the rental vehicle. Renter has read, understands and acknowledges this disclosure.

Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.

Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for: (a) damage to Vehicle or Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault, (b) Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD (s) fails to exercise ordinary care of Vehicle during the Rental Period, and (c) negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Rental Agreement, fair market value shall be the retail value of Vehicle as determined in the customary market for the sale of the vehicle. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to

establish damages. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate; multiplied by 80%, (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate. Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00, \$100.00 when the repair estimate is between \$500.00 and 1,500.00, or \$150.00 if greater than \$1,500.00. If Vehicle is returned during non-business hours or to any place other than agreed upon location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

Loss Damage Waiver is not insurance. It is not required in order to rent a Vehicle. By entering into this Rental Agreement, Renter may be liable for damage, loss, loss of use of the rented car, and other amounts, as described in Paragraph 5. Renter may purchase optional Damage Waiver (LDW) from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate DW listed below, to contractually waive Renter's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, LDW does not apply to lost keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. LDW does not apply to damage occurring in Mexico. Renter and any AAD(s) may already be sufficiently covered for damage to Vehicle and should examine Renter's own automobile insurance policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented car, and the amount of the deductible.

THE FOLLOWING SHALL INVALIDATE DW:

a. if Vehicle is damaged when used or driven:

- (1) by any person other than Renter or AAD(s) without Owner's prior written consent;**
- (2) by any person if there is reasonable evidence he or she was intoxicated or under the influence of an illegal drug;**
- (3) by any person committing a felony or in connection with conduct that could properly be charged as a felony;**
- (4) in a race or speed contest, road rally, test or driver training activity;**
- (5) to tow or push anything;**
- (6) outside the states authorized on Page 1;**
- (7) under authority of any license that is suspended, revoked, invalid or does not belong to the driver;**
- (8) to transport persons or property for hire;**
- (9) in a wanton or reckless manner or if Vehicle is damaged intentionally or through willful or wanton misconduct;**
- (10) on an unpaved road or off road;**
- (11) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or**

b. if Renter or any AAD(s) provided Owner with fraudulent or false information and owner would not have rented Vehicle if Owner had received true information; or

- c. if damage arises out of vandalism or theft of Vehicle caused by the negligence of Renter or AAD(s); or
- d. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
- e. if Renter or any AAD(s) fails or refuses to provide Owner, police, or other authorities with a full report of any theft, accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any theft, accident or vandalism.
- f. if Vehicle is stolen and Renter fails to do any of the following:
 - (1) return the original ignition keys and Owner's key tag identifying Vehicle;
 - (2) file a police report within 24 hours after discovering the theft;
 - (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft.

FOR RENTALS ORIGINATING IN IOWA

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.

Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Damages for which Renter is also responsible include but are not limited to: loss of use regardless of fleet utilization (total labor hours from the repair estimate divided by 8, multiplied by the daily rate), claim administrative fees (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499, and \$150 if greater than \$1500), diminishment of value (10% of the repair estimate if the damages are greater than \$499), towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than the agreed upon return location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN KANSAS

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE

TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

The following shall invalidate LDW:

- (1) Damages caused intentionally by the lessee or authorized driver or as a result of lessee's or authorized driver's willful or wanton misconduct;
- (2) damages caused by an authorized driver of the rental motor vehicle driving while intoxicated or under the influence of any illegal or unauthorized drug, or the combined influence of alcohol and any illegal or unauthorized drug;
- (3) damages caused while engaging in any speed contest;
- (4) the rental transaction is based on fraudulent information supplied by the renter;
- (5) the damage arises out of the use of the vehicle while committing or otherwise engaged in a criminal act which would be a felony in which the automobile usage is substantially related to the nature of the criminal activity;
- (6) the damage arises out of the use of the vehicle to carry persons or property for hire;
- (7) the damage occurs while the vehicle is operated by a person other than an authorized driver;
- (8) the damage arises out of the use of the vehicle outside of the United States unless such use is specifically authorized by the rental agreement;
- (9) towing or pushing anything or if operation of the vehicle is off road; and
- (10) loss due to the theft of the rental vehicle. However, the lessee shall be presumed to have no liability for any loss due to theft if:
 - (A) An authorized driver has possession of the ignition key furnished by the lessor, proof that the keys to the rental motor vehicle were taken by duress or an authorized driver establishes that the ignition key furnished by the lessor was not in the vehicle at the time of the theft; and
 - (B) an authorized driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft and reasonably cooperates with the lessor and the police or other law enforcement agency in providing information concerning the theft.

Roadside Plus (RSP) does not include replacement of lost keys or remote entry devices.

FOR RENTALS ORIGINATING IN LOUISIANA

NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1296.

EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO

THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

The LDW excludes the following:

- a. Damages caused intentionally by the Renter or as a result of his willful or wanton misconduct.
- b. Driving while intoxicated or under the influence of any drug, or the combined influence of alcohol and any drug.
- c. Damages caused while engaging in any speed contest.
- d. Damages caused while using the vehicle to push or tow anything, or using the vehicle to carry persons or property for hire, unless authorized by the Owner.
- e. Damages incurred while driving outside the geographical limitations set forth in the contract.
- f. Damages incurred while the vehicle is driven, with Renter's permission or accession, by anyone other than a person authorized under the contract to drive the vehicle.
- g. The vehicle was leased or an authorized driver approved as a result of fraudulent information provided to the Owner.
- h. Damage caused while committing or as a result of commission of a felony.

If Renter or AAD(s) continues to operate Vehicle after the right to do so is terminated: Owner has the right to notify police Vehicle has been stolen; Renter and AAD(s) hereby release and discharge Owner from any liability arising from such notice; Owner has the right to cause Vehicle to be seized under applicable state law.

FOR RENTALS ORIGINATING IN MARYLAND

Notice: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the automobile. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental automobile and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.

You may not need the automobile insurance offered by Owner. Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for the rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving the rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the Owner of the rental vehicle.

If vehicle is a replacement vehicle as defined in Section 17-104 of the Maryland Transportation Code, the liability insurance coverage on the vehicle being replaced (renter's/driver's vehicle) is primary, and any liability coverage Owner provides on vehicle is secondary.

FOR RENTALS ORIGINATING IN MASSACHUSETTS

NOTICE: This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a Collision Damage Waiver is optional and may be declined. For Massachusetts residents: If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to a rental vehicle, less the deductible on your policy. If you have comprehensive coverage on your vehicle, your policy will cover loss on the rental vehicle caused by fire, theft or vandalism, less the deductible on your policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles.

CDW does not cover the following:

- a. Damage or loss caused intentionally, willfully or wantonly by an authorized driver;
- b. Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;
- c. Damage or loss caused while an authorized driver is engaging in any speed contest;
- d. Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement;
- e. Damage or loss incurred while an authorized driver is driving outside the United States or Canada, unless expressly authorized in the rental agreement;
- f. Damage or loss incurred while the vehicle is driven, with the Renter's permission or accession, by anyone other than an authorized driver;
- g. Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;
- h. Damage or loss incurred as a result of commission of a felony by an authorized driver.

FOR RENTALS ORIGINATING IN MICHIGAN

Section 257.401 of the Michigan Compiled Laws provides that the rental vehicle owner is liable only up to \$20,000 because of bodily injury or death to one person in any one accident and \$40,000 because of bodily injury or death to two or more persons in any one accident, and only if the rented vehicle is operated by the renter, other authorized driver, or by the renter's spouse, father, mother, brother, sister, son, daughter, or other immediate family member. And, that the renter may be liable to the owner up to these amounts and to an injured person for amounts awarded in excess of these amounts.

FOR RENTALS ORIGINATING IN MINNESOTA

Minnesota Collision Damage Waiver Form: UNDER MINNESOTA LAW, A PERSONAL AUTOMOBILE INSURANCE POLICY MUST: (1) COVER THE RENTAL OF THIS MOTOR VEHICLE AGAINST DAMAGE TO THE VEHICLE AND AGAINST LOSS OF USE OF THE VEHICLE; AND (2) EXTEND THE POLICY'S BASIC ECONOMIC LOSS BENEFITS, RESIDUAL LIABILITY INSURANCE, AND UNINSURED AND UNDERINSURED MOTORIST COVERAGES TO THE OPERATION OR USE OF A RENTED MOTOR VEHICLE. THEREFORE, PURCHASE OF ANY COLLISION DAMAGE WAIVER OR SIMILAR INSURANCE AFFECTED IN THIS RENTAL CONTRACT IS NOT NECESSARY. IN ADDITION, PURCHASE OF ANY ADDITIONAL LIABILITY INSURANCE IS NOT NECESSARY IF YOUR POLICY WAS ISSUED IN MINNESOTA UNLESS YOU WISH TO HAVE COVERAGE FOR LIABILITY THAT EXCEEDS THE AMOUNT SPECIFIED IN YOUR PERSONAL AUTOMOBILE INSURANCE POLICY.

The following shall invalidate the CDW and accordingly damage and loss resulting or arising from such actions are excluded from and not covered by the CDW:

- a. Damage or loss that results directly from the intentional, reckless, willful, or wanton misconduct of Renter or AAD(s) in the operation of Vehicle;
- b. Damage or loss that results directly from Renter or AAD(s) operation of Vehicle while legally intoxicated or under the influence of any illegal drugs, as defined or determined under the laws of the state in which the damage or loss occurred;
- c. Damage or loss that results directly from Renter or AAD(s) operation of Vehicle to tow or push cargo or any other object;
- d. Damage or loss arising out of the operation of Vehicle for any commercial purpose;
- e. Damage or loss arising out of the use of Vehicle in the commission of a criminal activity that is classified as a felony under the laws of the state in which the criminal activity occurred;
- f. Damage or loss arising out of the operation of Vehicle in any speed test, speed contest, or driver training activity;
- g. Damage or loss arising out of the operation of vehicle outside the United States or Canada;
- h. Damage or loss arising out of the operation of Vehicle by Renter or AAD(s) who submitted fraudulent or false information to Owner;
- i. Damage or loss arising out of the operation of Vehicle by an unauthorized driver;
- j. Damage or loss that occurs as a result of continued operation of Vehicle when such operation would cause damage to Vehicle.

Certificate Summary of Personal Accident Insurance

PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI POLICY ISSUED BY EMPIRE FIRE & MARINE INSURANCE COMPANY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PAI MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL

INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE RENTAL AGREEMENT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PAI is available for an additional charge as stipulated on page 1 of the Rental Agreement. "Renter" is the person who signs the Rental Agreement as Renter.

PAI Benefits: Renter Passenger

Accidental Death, Not to exceed \$100,000 \$10,000

Accident Medical Expenses, Not to exceed \$3,500 \$3,500

Accident Ambulance Expense, Not to exceed \$150 \$150

Accident Aggregate, not to exceed \$130,000 per accident.

The above PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

PAI Exclusions:

PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating as a professional in a prearranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date. To file PAI claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Rental Agreement to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-4950

Phone: 1-888-515-3132 Fax: 1-440-914-2903

Certificate Summary of Supplemental Liability Insurance

THE PURCHASE OF SUPPLEMENTAL LIABILITY INSURANCE IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLI POLICY ISSUED BY ACE AMERICAN INSURANCE COMPANY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLI MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY

FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available): If Renter purchases SLI, Owner provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLI charge is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$1,000,000 Combined Single Limit per accident. SLI will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Rental Agreement. SLI is available for an additional charge. SLI includes UM/UIM coverage for bodily injury and property damage (where required by law) in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident; for rentals commencing in Hawaii, the UM/UIM limits are \$1,000,000 combined single limit) or state mandated UM/UIM limit, whichever is greater. Owner and Renter reject any additional UM/UIM coverage to the extent permitted by law. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLI, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. Additional policy exclusions include: (a) bodily injury or death to Renter, any AAD, or to the blood relatives or family of Renter or any AAD, if such relatives or family reside in the same household with Renter or with an AAD; (b) property damage to the rental vehicle; (c) fines, penalties, exemplary or punitive damages; (d) bodily injury, death or property damage expected or intended from the standpoint of the insured; and (e) any obligation for which the insured or the insured's insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see <http://www.nationalcar.com/itemDetails.do?HelpItemID=SLI>). To file SLI claims, contact; Sedgwick CMS, P.O. Box 94950, Cleveland OH, 44101-4950 or at 1-888-515-3132 or fax 1-216-617-2928.

FOR RENTALS ORIGINATING IN MISSOURI

COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE NOTICE: OUR CONTRACT OFFERS FOR AN ADDITIONAL CHARGE COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE PRODUCTS. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE OPTIONAL PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE

PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE.

EXCLUSIONS: CDW does not apply if:

- a. The damage is caused intentionally by an authorized driver or as a result of the driver's willful and wanton misconduct;
- b. The damage arises out of the authorized driver's operation of Vehicle while intoxicated or under the influence of any illegal or unauthorized drug;
- c. The rental transaction is based on fraudulent information supplied by Renter;
- d. The damage arises out of the use of Vehicle while committing or otherwise engaged in a criminal act in which the vehicle usage is substantially related to the nature of the criminal activity;
- e. The damage arises out of the use of Vehicle to carry person or property for hire;
- f. The damage occurs while the vehicle is operated by a person other than an authorized driver. For the purposes of this Paragraph, "authorized driver" means the (a) renter, (b) the renter's spouse if the spouse is a licensed driver and satisfies the car rental company's minimum age requirement; (c) the renter's employee or co-worker if they are engaged in business activity with the person to whom the vehicle is rented, are licensed drivers, and satisfy the rental company's minimum age requirements; (d) any person who operates the vehicle during an emergency situation; and (e) any person expressly listed by the car rental company on the renter's contract as an authorized driver.
- g. The damage arises out of the use of Vehicle outside the United States unless such use is specifically authorized by the Rental Agreement;
- h. The damage arising from towing or pushing anything or if the operation of Vehicle on an unpaved road has resulted in damage or loss which is a direct result of the road or driving condition;
- i. The damage or loss is due to the theft of Vehicle. However, Renter shall have no liability for any loss due to theft if:
 - (1) An authorized driver has possession of the ignition keys furnished by Owner or an authorized driver establishes that the ignition keys furnished by Owner were not in Vehicle at the time of the theft, and
 - (2) An authorized driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft and reasonably cooperates with Owner and the police or other law enforcement agency in providing information concerning the theft.

FOR RENTALS ORIGINATING IN NEW MEXICO

WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: LOSS DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE; SUPPLEMENTAL LIABILITY INSURANCE AND ROADSIDE PLUS. BEFORE DECIDING TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE, CREDIT CARD OR OTHER COVERAGE PROVIDES YOU PROTECTION DURING THE RENTAL PERIOD. IF SUCH COVERAGE EXISTS AND IS CONFIRMED, RENTER MAY REQUIRE OWNER AS THEIR AGENT TO SUBMIT CLAIMS TO THEIR INSURANCE CARRIER FOR PAYMENT. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE.

THE INSURANCE COVERAGE OF THE RENTER OR ANY AUTHORIZED DRIVER IS PRIMARY FOR THE LIMITS OF FINANCIAL SECURITY REQUIRED BY THE MANDATORY FINANCIAL RESPONSIBILITY ACT.

FOR RENTALS ORIGINATING IN NEW JERSEY

- New Jersey Child Safety Seat Requirement:
 - Children under the age of 8 (through age 7) are legally required to ride in the back seat.
 - Under age 2 (0-23 months) and weighing less than 30 pounds are required to use a rear-facing car seat with a 5-point harness.
 - Age 2 through age 3 (24-47 months) secured in a car seat with 5-point harness either rear-facing (until reaching the weight or height limit) or forward-facing.
 - Age 4 through age 7 (48 months until 8th birthday) and less than 57 inches tall (4'9") secured in a forward-facing car seat with 5-point harness or a booster seat.
 - Age 8 through 17 shall wear a properly adjusted and fastened seat belt

If a motor vehicle does not have rear seats, current law requires a child to be secured in a child passenger restraint system. But if the vehicle without rear seat is equipped with a passenger-side airbag, the bill prohibits a child from being secured in a rear facing restraint system in the front seat unless the airbag is disabled or turned off.

FOR RENTALS ORIGINATING IN NEVADA

Nevada law requires any driver of a passenger car and any passenger 5 years of age or older who rides in the front or back seat of a passenger car to wear a safety belt if one is available for his seating position.

Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.

Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God to the maximum extent permitted by Nevada law. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. Renter shall pay Owner the amount necessary to repair Vehicle. However, if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter acknowledges that:

a. Renter's responsibility for loss or damage to the Vehicle or Optional Accessories will not exceed the fair market value of Vehicle at the time Vehicle is lost or damaged plus actual towing, storage and impound fees, an administrative charge (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499.99, and \$150 if greater than \$1500), and a reasonable charge for loss of use regardless of fleet utilization (if Owner

determines Vehicle is repairable, loss of use shall be total labor hours from the repair estimate divided by 8, multiplied by the daily rate. If the vehicle is stolen and not recovered or Owner determines Vehicle is salvage, loss of use shall be 15 days),

b. Renter's responsibility for damage to the Vehicle and loss of use of Vehicle resulting from vandalism not related to the theft of the Vehicle and not caused by Renter will not exceed \$2,500; and

c. Renter is not responsible for loss of or damage to Vehicle resulting from theft or vandalism related to the theft if Renter has possession of the ignition key or Renter establishes that the ignition key was not in Vehicle at the time of the theft, Renter files an official report of the theft with the police within 24 hours of learning of the theft and Renter cooperates with Owner and the police in providing information regarding the theft, and neither Renter nor an AAD (s) committed or aided and abetted the commission of the theft. If Vehicle is returned during non-business hours or to any place other than the agreed upon return location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking and inspecting the Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL DW.**

The following invalidate LDW:

a. Damage or loss resulting from:

- (1) the intentional, willful, wanton or reckless conduct of Renter or AAD(s);
- (2) operation of the Vehicle by Renter or AAD(s) while under the influence of drugs or alcohol in violation of the laws of the state in which the loss or damage occurs;
- (3) Renter or AAD(s) using the Vehicle to tow or push anything; or
- (4) operation of the Vehicle by Renter or AAD(s) on an unpaved road if the damage or loss is a direct result of the road or driving conditions;
- (5) theft of the passenger car if committed by an authorized driver or a person aided or abetted by an authorized driver. A theft is presumed to have been committed by a person other than an authorized driver or a person aided or abetted by an authorized driver if the short-term lessee of the car:
 - (a) Has possession of the ignition key furnished by the Owner or establishes that the ignition key furnished by the lessor was not in the car at the time of the theft; and
 - (b) Files an official report of the theft with an appropriate law enforcement agency within 24 hours after learning of the theft and cooperates with the lessor and the law enforcement agency in providing information concerning the theft. The lessor may rebut the presumption set forth in this subsection by establishing that an authorized driver committed or aided and abetted another person in the commission of the theft

b. Damage or loss occurring when the Vehicle is:

- (1) used for hire;
 - (2) used in connection with conduct that constitutes a felony;
 - (3) involved in a speed test or contest or in driver training activity;
 - (4) OPERATED BY A PERSON OTHER THAN YOU OR AAD(s), or
 - (5) Operated in a foreign country or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless the lease expressly provides that the passenger car may be operated in other locations; or
- c. If the Vehicle was rented as a result of fraudulent information provided to Owner by Renter or an AAD(s) or as a result of false information provided to Owner by Renter or an AAD(s) if Owner would not have rented the Vehicle if it had received true information.

Roadside Plus (RSP) does not include replacement of lost keys or remote entry devices.

FOR RENTALS ORIGINATING IN NEW YORK

ATTENTION: Owner purchases no third-party insurance covering this rental, but provides its renters and authorized drivers with minimum liability coverage, as required by the New York Vehicle and Traffic Law. Those coverages are: \$25,000 per accident for bodily injury to one individual/\$50,000 per accident for bodily injury to more than one individual; \$50,000 per accident for the death of one individual/\$100,000 per accident for the death of more than one individual; \$10,000 per accident for injury to or destruction of property. In addition, to the extent required by law, Owner will defend the renter and authorized drivers from all claims of third parties alleging bodily injury, death or property damage arising out of the operation of the rental vehicle. If additional liability coverage is desired you may purchase Supplemental Liability Insurance from Owner at an additional cost.

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR YOUR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE.

Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs. Renter accepts responsibility for all damage to, and loss or theft of, Vehicle, Optional Accessories, and any other part or accessory occurring during the Rental Period, regardless of fault or negligence of Renter or any other person or act of God, to the extent permitted by applicable law, including (i) physical damage to Vehicle (including any part or accessory); (ii) mechanical damage to Vehicle (including any part or accessory) related to an accident; and (iii) physical and mechanical damage to, and loss or theft of, Optional Accessories. Renter also accepts responsibility for loss of Vehicle due to theft occurring during the Rental Period if it is established Renter or AAD(s) failed to exercise reasonable care, or aided or abetted in the commission of the theft of Vehicle. Renter shall provide notice to Owner or appropriate law enforcement agency within twelve hours of learning of the theft of Vehicle. Renter is not responsible for normal wear and tear except in the case of abuse or neglect. The total liability of Renter for which Renter agrees to pay Owner for damage to, loss or theft of, Vehicle shall not exceed the lesser of: the actual and reasonable costs that the Owner incurred to repair Vehicle or that the Owner would have incurred if the Vehicle had been repaired, which shall reflect any discounts, price reductions, or adjustments available to the Owner; or if Owner determines Vehicle is salvage or Vehicle is stolen and not recovered, the fair market value of the Vehicle immediately before the damage occurred, as determined in the applicable market for the retail sale of the Vehicle, less any net disposal proceeds. Damages for which Renter is also responsible include but are not limited to: towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Optional Accessories are not returned Renter shall pay owner the fair replacement value of the

Optional Accessories. If Vehicle is returned during non-business hours or to any place other than Branch Address on Page 1, any damage to Vehicle or Optional Accessories, or loss or theft of Optional Accessories, occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. Owner will not hold Renter liable for any amounts that are recovered from any other party or for damages incurred by Owner for the loss of use of Vehicle and related administrative fees. Upon the request of Renter, Owner shall submit any claims to Renter's insurance carrier and will negotiate with Renter's insurance carrier.

Right To Inspect: Failure to completely and accurately fill out and return an incident report within 10 days of receipt of notice may make Renter liable for damages sustained to Vehicle. EXCEPT where the damaged Vehicle is deemed to be a total loss and subject to salvage, Renter or his or her insurer has 72 hours from the return of Vehicle to notify Owner that he/she wishes to inspect the damaged Vehicle. The inspection must be completed within 7 business days of the return date of Vehicle. If Renter or his/her insurer does not request this inspection within the 72-hour period, Renter or his/her insurer will be deemed to have waived this right. If Owner determined the damaged Vehicle to be a total loss and subject to salvage, such 72-hour period for notification or waiver of the wish to inspect the damaged Vehicle shall not apply, and such right to inspect the damaged Vehicle shall expire 10 business days from Renter's receipt of an incident report form and notice from Owner. Upon request of Renter or his/her insurer, Owner will provide (i) the identity of the repairer of, and provide access to, the damaged Vehicle in order to verify the nature and extent of damages, repairs and repair costs, and/or repair estimates; and (ii) a copy of Owner's estimate of the costs of repairing the damaged Vehicle. Twenty days prior to commencing an action against Renter, Owner will provide Renter an additional opportunity to provide the incident report by providing a second notice along with another incident report by certified mail, return receipt requested, and another copy of such notice and report by regular mail, with proof of mailing by production of a certificate of mailing; and if Renter provides Owner with a completed incident report within fifteen days of the receipt of the notice, the applicable provisions of the NY General Business Law shall be satisfied. Renter's rights and responsibilities hereunder may apply to other "authorized drivers" as such term is defined in section 396-z of the NY General Business Law. Such "authorized drivers" and Renter are directed to section 396-z of the NY General Business Law for any further details regarding the nature and extent of his or her liability hereunder and the extent of his or her rights and responsibilities. SEE SECTION 17, AND THE EXCLUSIONS BELOW, FOR INFORMATION ON OPTIONAL LDW.

THE FOLLOWING SHALL INVALIDATE LDW: A violation of the contract shall exist and LDW (also referred to as Optional Vehicle Protection) is void and shall not apply to the following situations:

- a. the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver;
- b. the damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs;
- c. the rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver;
- d. the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction;
- e. the damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training;
- f. the damage or loss arises out of the use of the vehicle by a person other

than: an authorized driver; a duly licensed parent or child over the age of eighteen thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment;

g. the damage or loss arises out of the use of the vehicle outside of the continental United States when that use is not specifically authorized by the rental agreement;

h. the authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the rental agreement.

For rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident if SLI applies.

Renter's Indemnity Provision: Renter agrees to defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and expenses incurred by Owner arising from any bodily injury or property damage claim presented by any third party for all amounts in excess of the minimum dollar amounts required to be maintained by the Owner by the applicable motor vehicle financial responsibility laws of the State in which this agreement of rental was executed. Renter agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses. Renter agrees to further indemnify and hold Owner harmless to the extent permitted by law from attorney fees that are incurred or may be incurred in defending or prosecuting any claims, actions, causes of action, lawsuits or controversies that are brought by or against Owner arising from the Renter's use, operation or possession of the rented vehicle or Optional Accessories.

New York State Child Safety Seat Law: New York state law requires all children under the age of eight to be restrained in a federally approved child restraint system.

NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS CONSUMER PROTECTION LAW RULE:

IF YOU HAVE MADE A RESERVATION FOR A CAR (OR TRUCK), THAT RESERVATION MUST BE HONORED AT THE PRICE ORIGINALLY PROMISED, WITHIN ONE-HALF HOUR OF THE TIME ORIGINALLY PROMISED, UNLESS YOU ARE TOLD WHEN YOU MAKE THE RESERVATION THAT IT IS NOT GUARANTEED. TO REPORT COMPLAINTS, CONTACT THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NY 10004, COMPLAINT PHONE: 311 or (212) NEW YORK.

NOTICE: New York State Law prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle to any person solely on the requirement of ownership of a credit card.

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|-----------------------------------|-------------------------|-----------|
| PAI Benefits: | Renter | Passenger |
| Accidental Death, Not to exceed | \$250,000 | \$125,000 |
| Accident Aggregate, not to exceed | \$500,000 per accident. | |

Roadside Plus (RSP) does not include replacement of lost keys or remote entry devices.

FOR RENTALS ORIGINATING IN NORTH CAROLINA

The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges incurred to title, register and plate all vehicles in its rental fleet registered in North Carolina. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

Vehicle shall only be used in full compliance with applicable safety laws, including adult and child restraint laws. It is unlawful in North Carolina to pass a school bus that is stopped and receiving or discharging passengers. Renter is required to stop for and not pass school vehicles that are picking up or dropping off passengers.

North Carolina counties and cities may each enact a 1.5% tax on the total lease or rental price, excluding highway use tax. If so indicated on your billing information, this amount is being charged as a tax on gross receipts.

In your decisions regarding optional insurance products for your rental, please note that: (a) this may provide a duplication of coverage already provided by your personal automobile insurance policy, homeowner's insurance policy, personal liability insurance policy, or other source of coverage; (b) written materials are available to you (and should be requested if you have questions), which summarize and describe the material coverage terms, insurer identity, the process for filing a claim, and other information such as price, benefits, exclusions, conditions or other limitations; and (c) your purchase of an insurance product is not required in order to rent a vehicle. Your election to purchase such an insurance product constitutes evidence of coverage.

FOR RENTALS ORIGINATING IN OHIO

IF YOU HAVE PURCHASED AN INSURANCE PRODUCT FROM OWNER, YOU ACKNOWLEDGE RECEIPT, OR OFFER, OF THE PRODUCT INFORMATION IN SECTIONS 17 and 18.

WHEN DECIDING WHETHER OR NOT TO PURCHASE ANY OPTIONAL PRODUCT DESCRIBED IN SECTIONS 17 AND 18, INCLUDING LOSS DAMAGE WAIVER (LDW), SUPPLEMENTAL LIABILITY INSURANCE (WHERE AVAILABLE) (SLI), PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (WHERE AVAILABLE) (PAI/PEC), AND/OR ROADSIDE PLUS (RSP), YOU MAY WISH TO CHECK TO DETERMINE WHETHER YOU HAVE OTHER COVERAGE OR PROTECTION FOR SUCH SERVICES, SINCE THESE COVERAGES OR PROTECTIONS MAY DUPLICATE EXISTING PROTECTION OR COVERAGE, SUCH AS UNDER YOUR PERSONAL AUTOMOBILE POLICY, HOMEOWNERS' INSURANCE POLICY, OR ANOTHER SOURCE OF COVERAGE. NONE OF THESE OPTIONAL PRODUCTS IS REQUIRED TO RENT A CAR. NEITHER THE RENTAL CAR AGENCY OWNER NOR ANY OF ITS ENDORSEES, REPRESENTATIVES OR EMPLOYEES ARE QUALIFIED TO THE EVALUATE THE ADEQUACY OF ANY EXISTING COVERAGE OR PROTECTION THAT YOU MAY HAVE.

Ohio Limited Authority License Numbers: 27413, 27392, 27720

FOR RENTALS ORIGINATING IN OREGON

NOTICE: OUR CONTRACTS OFFER, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER OR NOT TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

FOR RENTALS ORIGINATING IN PENNSLVANIA

OPTIONAL PRODUCTS NOTICE: OWNER OFFERS, FOR AN ADDITIONAL CHARGE, AS OPTIONAL PRODUCTS: DAMAGE WAIVER (DW); PERSONAL ACCIDENT INSURANCE (PAI); ROADSIDE ASSISTANCE PROTECTION (RAP) AND SUPPLEMENTAL LIABILITY PROTECTION (SLP). THESE ARE DESCRIBED IIN DETAIL ELSEWHERE IN THIS AGREEMENT. THESE ARE OPTIONAL PRODUCTS WHICH MAY DUPLICATE COVERAGE I ALREADY HAVE THROUGH MY OWN INSURANCE POLICIES or MY CREDIT CARD. I AM NOT REQUIRED TO PURCHASE THESE PRODUCTS IN ORDER TO RENT A VEHICLE FROM OWNER.

Before deciding whether to purchase these optional products I may wish to examine my insurance policies or credit card agreement, or I may wish to call my insurance agent or credit card company, to determine whether they provide coverage For damage to a rental vehicle or for loss or injury caused or suffered by me. Pennsylvania law requires Owner to bear certain minimum financial responsibility for its vehicles. Owner is self-insured for this responsibility, which does not constitute liability insurance for me the renter, or for any passenger. If I elect to purchase any optional insurance product or DW, I may elect to cancel my purchase at any time during the rental by bringing the car and my copy of the contract to any branch of Owner during business hours and agreeing in writing to modify the contract. I will not be charged for the cancelled selections beyond the day of cancellation.

REJECTION OF UNINSURED MOTORIST PROTECTION: I am rejecting uninsured motorist coverage under this rental or lease agreement and any policy of insurance or self-insurance issued under this agreement, for myself and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

FOR RENTALS ORIGINATING IN PUERTO RICO

SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available): If SLI is selected and paid for, SLI provides Renter or any AAD with minimum financial responsibility limits under a policy of insurance issued with Zurich American Insurance Company limits AND excess insurance under a policy of insurance

issued with Ace American Insurance Company. These policies together provide Renter and AAD(s) with a combined single limit per accident equal to \$1,000,000. SLI is primary to any other coverage and will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Agreement. SLI is available for an additional charge. SLI includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle under the policy of insurance issued with Zurich American Insurance Company, and additional coverage, through an excess liability policy under a policy of insurance issued with Ace American Insurance Company, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident or Puerto Rico mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. SLI, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLI COVERAGE IS IN EFFECT ONLY WHILE ANOTHER AAD OR RENTER IS DRIVING THE VEHICLE WITHIN PUERTO RICO ; COVERAGE DOES NOT APPLY OUTSIDE OF PUERTO RICO. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR ANY AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see https://nationalcar.custhelp.com/app/answers/detail/a_id/1649). Report Puerto Rico SLI claims to: Gallagher Bassett Services –121 River Port Executive Center II, 13801 Riverport Drive, Suite 501, Maryland Heights, MO 63043-4810, Phone: 1 (866) 275-9195 Fax: 1 (866) 741-2200

PAI Benefits: Renter Passenger

Accident Medical Expenses, Not to exceed \$3,500
Accident Ambulance Expense, Not to exceed \$150
Accident Aggregate, not to exceed \$130,000 per accident.

Loss Damage Waiver

LDW does not apply to damage occurring outside of Puerto Rico (operation of the vehicle in Vieques or Culebra is prohibited).

Additional Limits on Use and Termination of Right to Use.

Use Outside of Puerto Rico. Vehicle shall not be taken out of Puerto Rico without Owner's prior written consent. Transportation and/or operating vehicles in

Vieques or Culebra is prohibited. Even with Owner's prior written consent, LDW does not apply.

FOR RENTALS ORIGINATING IN RHODE ISLAND

Notice: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of collision damage waiver is not mandatory under this contract.

"Read the collision damage waiver disclosure provision contained in this rental agreement before signing this agreement."

Notice About Liability for Damage to the Rental Car

The State of Rhode Island requires us to provide the following information about your liability for damage to the rental car and the purchase of a damage waiver.

Insurance or Credit Card Coverage Liability

Insurance or Credit Card Coverage Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit agreement. Check your insurance policy or credit card agreement about coverage.

Damage Waiver Coverage

A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it. If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:

- (1) Damage or loss caused intentionally, willfully or wantonly by an authorized driver;**
- (2) Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;**
- (3) Damage or loss caused while an authorized driver is engaging in any speed contest;**
- (4) Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement;**
- (5) Damage or loss incurred while an authorized driver is driving outside the United States or Canada, or, if state restrictions are imposed by the rental agreement if such damage or loss is incurred outside of those states where operation of the vehicle is expressly authorized in the rental agreement;**

- (6) Damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver;
- (7) Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;
- (8) Damage or loss incurred as a result of commission of a felony by an authorized driver; and
- (9) Damage or loss incurred if the vehicle is stolen and the renter or authorized driver fails to return the original ignition key, fails to file a police report within seventy-two (72) hours of discovering the theft, or fails to cooperate with the rental agency, police or other authorities in all matters connected with the investigation.

THE LIABILITY INSURANCE OF ANY DRIVER OR LESSEE OF THE VEHICLE RENTED UNDER THIS CONTRACT IS PRIMARY AS REQUIRED BY R.I.G.L. 31-34-4.

FOR RENTALS ORIGINATING IN SOUTH CAROLINA

Notice: § 56-31-50 of the South Carolina Statutes requires private passenger vehicle rental companies to collect a five percent surcharge on rentals of thirty-one days or less. In your decisions regarding optional insurance products for your rental, please note that: (a) you may have insurance policies in place that already provide the coverage being offered or otherwise present a duplication of coverage; (b) written materials are available to you (and should be requested if you have questions), which summarize and describe the material coverage terms, insurer identity, and the process for filing a claim; and (c) your purchase of an insurance product is not required in order to rent a vehicle. Your election to purchase such an insurance product constitutes evidence of coverage.

FOR RENTALS ORIGINATING IN TENNESSEE

OPTIONAL PRODUCTS NOTICE:

Purchaser of the insurance coverage, Loss damage waiver or Roadside Assistance Protection may be covered for such claims on the Renter's personal motor vehicle insurance policy, and if such insurance coverage exists under the Renter's personal insurance policy, and the coverage is confirmed, the Renter may require the Owner to submit any claims to the Renter's personal insurance carrier as the Renter's agent. The purchase of any of these products is optional and not required to rent a vehicle.

FOR RENTALS ORIGINATING IN TEXAS

NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance.

Notice to Texas Residents Regarding Damage Waivers: Your personal automobile insurance policy may or may not provide coverage for your responsibility for the loss of or damage to a rented vehicle during the rental term. Before deciding whether to purchase a damage waiver, you may wish to determine whether your automobile insurance policy provides you coverage for rental vehicle damage or loss. If you file a claim under your personal automobile insurance policy, your insurance company may choose to nonrenew your policy at your renewal date, but may do so only if you are at fault for the claim.

Notice: YOUR PERSONAL AUTOMOBILE INSURANCE MAY PROVIDE COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. THE PURCHASE OF SLP IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAW. THE RENTAL CAR COMPANY'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF THE RENTER'S EXISTING COVERAGE.

THE HARRIS COUNTY-HOUSTON SPORTS AUTHORITY REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING ONE OR MORE APPROVED VENUE PROJECTS.

THE CITY OF EULESS REQUIRES THAT AN ADDITIONAL TAX OF 5% PERCENT BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING CERTAIN PROJECTS UNDER A REVENUE SHARING AGREEMENT.

THE CITY OF AUSTIN REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING THE TOWN LAKE PARK COMMUNITY EVENTS CENTER VENUE PROJECT.

BEXAR COUNTY REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING A MULTIPURPOSE SPORTS AND COMMUNITY VENUE PROJECT APPROVED BY THE VOTERS OF THE CITY ON NOVEMBER 2, 1999.

THE CITY OF EL PASO REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING THE SUN BOWL VENUE PROJECT

Supplemental Liability Insurance

Optional Supplemental Liability Insurance (SLI) provides the Renter with minimum financial responsibility limits as set forth in the applicable motor vehicle financial responsibility laws of the state where the vehicle is operated and excess insurance provided by the insurer, which supplies the Renter and authorized drivers with third-party liability protection with combined single limit per accident equal to the difference between the minimum financial responsibility limits set forth above and 1,000,000 Combined Single Limit per accident. SLI will respond on a primary basis for third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of the rental vehicle as permitted under this Rental Agreement. SLI is available for an additional charge as stipulated on the rental agreement.

Exclusions: For all exclusions, see the Rental Agreement and the SLI policy issued by the insurer. Here are a few key exclusions: (a) loss arising out of an accident which occurs while the Renter or ADD is under the influence of alcohol or drugs in violation of the law; (b) loss arising out of the use of a rental vehicle when such use is in violation of the terms and conditions of the rental agreement; (c) loss arising out of bodily injury or property damage sustained by a Renter or Authorized Driver or family member of the Renter or ADD who resides in the same household; (d) loss arising out of the operation of the rental vehicle by any driver who is not a Renter or ADD; (e) bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by the Renter or ADDs; (f) property damage to property transported or in the care, custody or control of the Renter or ADDs; (g) damage to the rental vehicle; (h) Liability arising out of the use of a rental vehicle, which was obtained, based on false, misleading or fraudulent information. The coverage provided under the policy for the insured is void in any case of fraud by the insured relating to it. It is also void if the insured intentionally conceals or misrepresents a material fact concerning the policy.

You may not need the automobile insurance (SLI) offered by Owner . Your Texas automobile policy provides coverage for your liability while operating a rental vehicle. Automobile policies issued in other states or countries may also duplicate this coverage. The purchase of SLI is not required as a condition of renting an automobile. The rental car company's employees, agents or endorsees are not qualified to evaluate the adequacy of the existing coverage.

This insurance does not apply to any bodily injury or property damage arising out of the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of the law.

Report SLI Claims to:
Sedgwick CMS
P.O. Box 94950
Cleveland, OH 44101
Phone: 1-888-515-3132 Fax: 1-440-914-2903

**Personal Accident Insurance (PAI)
& Personal Effects Coverage (PEC)**

This optional insurance provides the Renter and the Renter's passengers with Accidental Death and Accident Medical Expense Benefits (PAI). This option also insures the personal effects of the Renter, any member of the Renter's immediate family who permanently resides in the Renter's household and who is traveling with the renter and additional authorized drivers listed on the rental agreement, against risks of loss or damage while in transit or in a building (other than your personal residence) or locked in rental vehicle (PEC). The PAI/PEC is available for an additional charge as stipulated on the rental agreement.

| | | |
|-----------------------------------|-----------|-----------|
| The PAI Benefits: | Renter | Passenger |
| Accidental Death-Not to exceed: | \$100,000 | \$10,000 |
| Accidental Medical-Not to exceed: | \$3,500 | \$3,500 |
| Ambulance Expense-Not to exceed: | \$150 | \$150 |

Accident Aggregate, not to exceed \$130,000 per accident

The PAI benefits for the Renter (person who signs the Rental Agreement as "Renter") apply to accidents during the rental period whether or not the Renter is in the rental vehicle. Passengers are covered only for accidents occurring while they occupy the rental vehicle.

The PEC Benefits:

\$ 600 per person

\$1,800 maximum coverage for all covered individuals during the rental period.

The PEC benefits apply to personal effects belonging to the Renter, any member of the Renter's immediate family who permanently resides in the Renters' household and who is traveling with the renter and additional authorized drivers listed on the rental agreement.

PAI & PEC Exclusions:

The PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a prearranged or organized race or testing of a vehicle; war or any act of war; engagement in an illegal occupation; nor shall this insurance be in effect if the Renter converts the rental vehicle or during any period the Renter is in violation of the Rental Agreement. The Renter shall be deemed to have converted the rental vehicle whenever the rental vehicle is not returned to the Owner by the return or by the extended return date.

The PEC shall not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, documents, securities, contact lenses, artificial teeth and limbs, perishables, animals, loss or damage sustained to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. THIS POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI & PEC POLICIES ISSUED BY INSURER. UPON REQUEST A COPY OF THE POLICIES ARE AVAILABLE FOR REVIEW. PAI & PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI & PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. PURCHASE OF PAI & PEC IS NOT REQUIRED IN ORDER TO RENT A CAR. THE RENTAL CAR COMPANY'S, EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF THE EXISTING COVERAGE.

To file a claim, obtain a claim form from any rental counter, complete it and return it with a copy of the rental agreement to:

Sedgwick CMS
P.O. Box 94950
Cleveland, OH 44101
Phone: 1-888-515-3132 Fax: 1-440-914-2903PA

Roadside Assistance Protection

Provide 24 hours roadside assistance (where available). When Roadside Assistance is not purchased, roadside assistance is available but standard charges may apply.

FOR RENTALS ORIGINATING IN UTAH

Renter violates Utah statute § 76-6-410.5 if any vehicle rented is not returned within 72 hours of midnight on the return date specified for that rental. Such violation may subject Renter to imprisonment for up to 15 years and a fine of up to \$10,000.00.

“RENTER’S OWN MOTOR VEHICLE INSURANCE OR HIS CREDIT CARD MAY COVER ANY DAMAGE OR LOSS TO THE RENTAL VEHICLE.”

FOR RENTALS ORIGINATING IN VERMONT

The failure to return a rented or leased motor vehicle within 72 hours after the date and time specified in this agreement without extending the date and time is a crime under Vermont law (13 V.S.A. 2592) and may result in a criminal penalty of up to five years imprisonment or a \$5,000.00 fine, or both.

Special Tax Descriptions

The Burlington International Airport Facility Charge (BIA FEE) which is required to be collected from Renter in connection with this rental for the construction, financing, operation and/or maintenance of this consolidated rental car facility, other airport facilities, and/or transportation related facilities.

The Concession Recovery Fee (CONC REC) which is Owner’s charge to recover the concession fees paid by Owner to an airport’s owner or operator in connection with this rental

The Vehicle License Fee Recovery (VLF REC) which is Owner’s charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register a plate all vehicles in its rental fleet registered in Vermont. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

Insurance Coverage to be provided by Renter’s Insurance.

FOR RENTALS ORIGINATING IN VIRGINIA

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

FOR RENTALS ORIGINATING IN WASHINGTON

THE INSURANCE POLICIES OFFERED HEREIN MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY, RENTER'S HOMEOWNERS' POLICY, OR SOME OTHER POLICY YOU MAY OWN OR BE ENTITLED TO. OWNER IS NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING INSURANCE COVERAGE. RENTER IS NOT REQUIRED TO PURCHASE INSURANCE FROM OWNER IN ORDER TO RENT A CAR FROM OWNER.

| PAI Benefits** | Renter | Passenger |
|---|-----------|-----------|
| Accidental Death, Not to Exceed | \$100,000 | \$10,000 |
| Accident Medical Expenses, Not to exceed | \$3,500 | \$3,500 |
| Accident Ambulance Expense, Not to exceed | \$150 | \$150 |

Accident Aggregate, not to exceed \$130,000 per accident.

Washington State Information:

Department of Insurance Customer Hotline:

In WA 1-800-562-6900

Outside WA 1-360-725-7080.

FOR RENTALS ORIGINATING IN WISCONSIN:

YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED THE FOLLOWING NOTICE AND DISCLOSURE:

WHAT IF YOU DAMAGE A RENTAL CAR?

**We Must Provide You With
An Important Notice About Your**

Liability For Damage To A Rental Car

A rental company that offers or sells a damage waiver shall provide to each renter a written notice that is part of the rental agreement or on a separate form. The notice must look like this:

NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

LIABILITY FOR DAMAGE TO THE RENTAL CAR

The rental agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident or intentional, reckless or wanton misconduct. Total liability for any damage is limited to:

- 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and
- 2) Actual and reasonable costs incurred by the rental company for towing the private passenger vehicle and for storage of the private passenger vehicle during the period before the renter notifies the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

INSURANCE OR CREDIT CARD COVERAGE

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

DAMAGE WAIVER COVERAGE

A damage waiver is not insurance coverage. If you purchase a damage waiver for up to \$29.99 per day, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:

(a) The damage is caused by the renter or authorized driver intentionally or by his or her reckless or wanton misconduct.

(b) The damage occurs while the renter or authorized driver operates the private passenger vehicle in this state while under the influence of an intoxicant or other drug, as described under s. 346.63 (1) (a), (am), or (b) or (2m).

(c) The damage occurs while the renter or authorized driver operates the private passenger vehicle in another state while under the influence of an intoxicant or other drug, as described in the laws of that state.

(d) The damage occurs while the renter or authorized driver is engaged in a race or speed or endurance contest.

(e) The damage occurs while the renter or authorized driver is using, or has directed another to use, the private passenger vehicle in the commission of a misdemeanor or felony, as those terms are defined in s. 939.60.

- (f) The damage occurs while the renter or authorized driver uses the private passenger vehicle to carry persons or property for hire.
- (g) The damage occurs while the renter or authorized driver uses the private passenger vehicle outside of the United States or Canada, unless use outside the United States or Canada is permitted under the rental agreement.
- (h) The damage occurs while the private passenger vehicle is operated on a surface not intended for use by private passenger vehicles.
- (i) The renter provided misleading or false information to the rental company, causing the rental company to rent the private passenger vehicle when the rental company would not have otherwise done so, or on terms to which it would not have otherwise agreed.
- (j) The renter or the authorized driver who was operating the private passenger vehicle when an accident occurred fails to promptly report to the police and rental company the accident resulting in damage to the private passenger vehicle.
- (k) The damage occurs while the private passenger vehicle is operated by someone other than an authorized driver as defined in s. 344.57 (2). This paragraph does not apply if the vehicle has been lost or a theft has occurred and the renter is presumed to have not caused the theft or loss intentionally under s. 344.574 (1) (a) 3.

NOTICE OF RIGHT TO INSPECT DAMAGE

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If requested within 2 working days of giving to the renter or authorized driver the notice, the rental company shall obtain a 2nd estimate from a competing repair shop and make a copy available to the requester.

COMPLAINTS

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Wisconsin Department of Agriculture, Trade and Consumer Protection
PO Box 8911, Madison, WI 53708-8911
608-224-4953 or toll-free 1-800-422-7128

WHAT IF YOU FAIL TO PAY A PARKING TICKET?

We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.

NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS

IF YOU FAIL TO PAY any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.

FOR RENTALS ORIGINATING IN CANADA:

Motor Vehicle Liability Insurance. Except to the extent required by the motor vehicle financial responsibility laws of the applicable province or otherwise by law, Owner does not provide insurance coverage or motor vehicle financial responsibility to Renter, AAD(s), passengers or third parties through this Rental Agreement. If valid automobile liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable motor vehicle financial responsibility law, such insurance is primary and Owner extends none of its insurance or motor vehicle financial responsibility.

However, if Renter and AAD(s) are in compliance with the terms and conditions of this Rental Agreement and if Owner is obligated to extend its insurance or motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's obligation is limited to the applicable provincial minimum financial responsibility amounts. To the extent required by law, Owner's insurance also provides for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Owner does not otherwise extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties. Owner's financial responsibility does not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract.

Vehicle License Fee Recovery (VLF REC) also includes air conditioning tax, tire tax, vehicle levy and battery levy, where applicable.

RRF Surcharge: The Regional Recovery Fee, which is Owner's estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.

Indemnification by Renter and Driver.

a. Renter and driver shall defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle by any person.

b. With respect to the protection provided by optional LDW, if purchased, Owner waives indemnification in accordance with Section 17. **SEE SECTION 17 FOR MORE INFORMATION ON OPTIONAL LDW.**

c. In the event legal liability is imposed upon Owner, Renter and/or driver due to an accident or occurrence, motor vehicle liability insurance available to the Renter and/or driver are primary coverage and must respond to the liability of the Owner, Renter, and driver.

d. In the event that legal liability is imposed on Owner due to an accident or occurrence, Renter and driver (if different from Renter) shall indemnify and hold harmless Owner for the amount of any such liability.

Personal Injury Accident Benefits and Uninsured/Unidentified Motorist Protection.

Except as required by law, or as provided by the insurance or motor vehicle financial responsibility described in this Agreement, Owner does not provide personal injury Accident Benefits protection, or Uninsured/Unidentified Motorist protection through this Rental Agreement. Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects any such protection in excess of the minimum amounts required by law.

Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.

Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 3 multiplied by the daily rate (including any Car Class Change); (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate. Renter also agrees to pay: (a) an administrative fee of \$75.00 when the repair estimate is less than \$5,000.00 or \$150 when the repair estimate is \$5,000.00 or greater; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99.

Other Optional Protection Products

PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC). PURCHASE OF PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE (PAI/PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. PAI/PEC is available for an additional charge. A copy of the PAI/PEC policy of insurance is provided as part of this Rental Agreement. Please refer to this policy for a full description of the benefits, limitations and exceptions of PAI/PEC. PAI/PEC may provide a duplication of coverage already furnished by a personal accident insurance policy, personal effects insurance policy, comprehensive homeowner's or tenant's policy or some other source. Benefits available under PAI/PEC, however, will be paid in addition to those received from any other source. Owner's employees, agents or endorsees are not qualified to evaluate the adequacy of Renter's existing coverage.

To file PAI /PEC claims, obtain a claim form from:

ACE INA Insurance

National Car Rental Insurance Program

1400-25 York Street

Toronto, Ontario M5J 2V5

1-877-772-7797 (English) / 1-877-337-9494 (French)

Fax: 416-368-0641 or email: Canada.ahclaims@acegroup.com

Personal Accident Insurance/Personal Effects Coverage Issued by ACE INA Insurance

The Personal Accident Insurance/Personal Effects Coverage provides coverage for customers of Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental who have rented a motor vehicle.

This Policy contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the definitions section below for the meanings of defined terms which commence with a capital letter.

The coverage outlined in this Policy is provided by ACE INA Insurance (hereinafter referred to as the **"Insurer"**).

The Insurer agrees to provide the benefits described in this Policy to an Insured experiencing Accidental Bodily Injury during the Coverage Period. An Insured under this Policy is also automatically covered for loss of baggage and personal effects in the Rental Vehicle arising from theft or involuntary property damage during the Coverage Period. Coverage begins automatically at the time a person falls within the definition of an Insured during the period of the Rental Agreement. Coverage ends automatically at the time a person no longer falls within the definition of an Insured or at the end of the period of the Rental Agreement, whichever occurs first.

The terms, conditions and provisions of the insurance are described in this Policy. You or a person making a claim may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

Claims payment and administrative services under the Policy are provided by the Insurer, **ACE INA Insurance – Canadian Head Office is located at 1400 – 25 York Street, Toronto, Ontario, M5J 2V5.**

Definitions

"Accident" means a sudden, unexpected and unforeseeable cause of injury from an external source that occurs during the period of the Rental Agreement and the Coverage Period.

"Accidental Bodily Injury" means bodily injury which is accidental, sudden, and is not mental or emotional injury or distress, and is independent of sickness, disease or bodily infirmity, and occurs during the period of the Rental Agreement and the Coverage Period.

"Accidental Property Damage" means damage to or theft of tangible property that occurs during the period of the Rental Agreement and the Coverage Period.

"Amount of Benefit" means the amount stated in the Schedule of Benefits.

"Coverage Period" means the period the Renter has elected to purchase and has paid for coverage under the Policy that falls within or is equal to the period of the Rental Agreement.

"Enterprise" means Enterprise Rent-A-Car Canada Company and its subsidiaries doing business under the Alamo Rent A Car, Enterprise Rent-A-Car and National Car Rental brands.

"Hemiplegia" means total paralysis of the upper and lower limbs on one side of the body.

"Home Health Care Service" means any of the following services: nursing care, physical therapy prescribed by a Physician, occupational therapy, medical social work, nutrition services, speech therapy, home health and services, and medical appliances and equipment, drugs and medication, laboratory services and special meals, to the extent such services would have been covered if the Insured had been treated as an inpatient in hospital.

"Insured" means a Renter or Rental Passenger, and may also be referred to as **"You"**.

"Insurer" means ACE INA Insurance.

"Location of Permanent Residence" means the city where the Insured has established fixed and permanent residence.

"Loss/Losses" means:

- i. with respect to life, Accidental Bodily Injury causing death;
- ii. with respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing;

iii. with respect to a hand or foot, means Accidental Bodily Injury causing dismemberment by complete and permanent severance at or above the wrist or ankle joint;

iv. with respect to thumb and index finger, means Accidental Bodily Injury causing complete and permanent severance of the thumb and index finger on the same hand; and

v. with respect to arm or leg means Accidental Bodily Injury causing dismemberment by complete and permanent severance at or above the elbow or knee joint.

"Loss of use" means the total and irrecoverable loss of function of an arm, hand, foot or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to the Insurer to be permanent.

"Medical Facility" means a clinic, hospital or similar institution operating primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients, providing 24-hour nursing service, having a staff of one or more Physicians available at all times, and providing organized facilities for diagnosis and surgical procedures.

"Occupying" means in, upon, entering into or alighting from.

"Paraplegia" means total paralysis of both lower limbs.

"Physician" means only a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.

"Policy of Insurance" or **"Policy"** means this contract of insurance.

"Quadriplegia" means total paralysis of both the upper and lower limbs.

"Rehabilitation/Retraining" means: the expense of treatment by a therapist licensed, registered or certified to provide such treatment; or the expense of treatment by a special education teacher; or the expense of institutional confinement for such treatment, intended to rehabilitate or retrain the Insured for work in any gainful occupation including the Insured's regular occupation.

"Rental Agreement" means the written rental contract by which the Renter rents the Rental Vehicle from Enterprise for a period of not more than four months.

"Rental Passenger" means any person who is not a Renter who is traveling in the Rental Vehicle with the Renter.

"Rental Vehicle" means a motor vehicle designed for travel on public roads rented from Enterprise and described in a Rental Agreement.

"Renter" means the person who rents a Rental Vehicle from Enterprise and whose name is listed first on the Rental Agreement.

"Transfer" means the least expensive means of scheduled common carrier available which is necessary to meet the medical emergency.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If a Renter sustains an Accidental Bodily Injury during the Coverage Period, the applicable benefit specified for the resulting Loss below will be paid. If a Rental Passenger sustains an Accidental Bodily Injury while Occupying a Rental Vehicle during the Coverage Period, the applicable benefit specified for the resulting Loss below will be paid.

SCHEDULE OF BENEFITS COVERAGE

| | Amount of Benefits Renter | Amount of Benefit Rental Passenger |
|---|------------------------------|---------------------------------------|
| A. Accidental Death Benefit | | |
| Loss of life | \$150,000 | \$15,000 |
| B. Accidental Bodily Injury | | |
| Loss of both hands, both feet or both eyes | \$150,000 | \$15,000 |
| Loss of one hand and one foot | \$150,000 | \$15,000 |
| Loss of one hand and one eye or one foot and one eye | \$150,000 | \$15,000 |
| Eye | | |
| Loss of speech or hearing | \$150,000 | \$15,000 |
| Loss of one arm or one leg | \$112,500 | \$11,250 |
| Loss of one hand, one foot or entire sight of one eye | \$100,000 | \$10,000 |

| | | |
|--|-----------|----------|
| Loss of thumb and index finger of one hand | \$ 37,500 | \$ 3,750 |
| Loss of use of both hands or both arms | \$150,000 | \$15,000 |
| Loss of use of one arm or one leg | \$112,500 | \$11,250 |
| Quadriplegia | \$150,000 | \$15,000 |
| Paraplegia | \$150,000 | \$15,000 |
| Hemiplegia | \$150,000 | \$15,000 |
| C. Rehabilitation/Retraining | \$10,000 | \$10,000 |
| D. Medical repatriation or return of mortal remains | \$10,000 | \$10,000 |
| E. Medical expense | | |
| Aggregate limit | \$5,000 | \$5,000 |
| Orthopedic appliances and braces | \$500 | \$500 |
| Heat treatments, adjustments, manipulations: massage | \$500 | \$500 |
| or any form of physical therapy while not hospital confined | | |
| Repair or replacement of eyeglasses | \$100 | \$100 |
| F. Dental expense | | |
| Aggregate limit | \$1,000 | \$1,000 |
| Per tooth limit | \$200 | \$200 |
| Aggregate Limit of Liability per Accident: \$200,000 | | |

Insurer shall not be liable for any amount in excess of the above stated aggregate limit of liability. If more than one of the described Losses is sustained by an Insured in any one Accident, then the total benefit payable for that Accident is limited to the greatest amount payable for any one of the Losses sustained up to the maximum amount of the aggregate limit of liability set out above.

If by reason of an Accident covered by this Policy, an Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered hereunder.

Description of Coverage

A. Accidental Death - If Accidental Bodily Injury causes the death of an Insured within one year of the Accident, or an Insured is not found within one year after the date of the disappearance, sinking, or wrecking of the Rental Vehicle in which the insured Renter or insured Rental Passenger, as applicable, was traveling, the Insurer will pay the Amount of Benefit shown for that Insured in the Schedule of Benefits.

B. Accidental Bodily Injury - If Accidental Bodily Injury within one year of the Accident causes any bodily injury described in the Schedule of Benefits to an Insured, the Insurer will pay the Amount of Benefit shown for that Insured.

C. Rehabilitation/Retraining - If Accidental Bodily Injury within one year of the Accident causes accidental Loss or Loss of Use of a hand or foot; more than one hand or foot; sight; hearing; speech; or thumb and index finger, the Insurer will pay the reasonable cost of such Rehabilitation/Retraining up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits.

D. Medical Repatriation or Return of Mortal Remains

Medical Repatriation - If within one year from the date of Accident it is the opinion of the attending Physician that due to Accidental Bodily Injury it is medically advisable to Transfer the Insured to a Medical Facility nearest to the Insured's Location of Permanent Residence, the Insurer will reimburse the Insured the reasonable cost incurred for such Transfer up to a maximum of the Amount of Benefit shown for the Insured in the Schedule of Benefits.

Return of Mortal Remains - If an Insured dies, the Insurer shall pay for the reasonable cost incurred for transporting the mortal remains to the Insured's Location of Permanent Residence up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits.

E. Medical Expense - If on account of Accidental Bodily Injury the Insured requires: treatment by a Physician; treatment by licensed graduate nurse (R.N.) License Practicing Nurse (LPN) or Nurse Practitioner (NP); confinement at a Medical Facility; treatment performed by a Home Health Service, if continued hospitalization would otherwise have

been required; x-ray, MRI, CAT scan or similar test procedures prescribed by a Physician; transportation by a professional ambulance service; drugs or medicines prescribed by a Physician; or repair or replacement of eye glasses, then within thirty (30) days from the Accident, the Insurer will pay the reasonable and customary cost of such services actually rendered within one year from the date of Accident up to a maximum of the Amount of Benefit shown for that Insured in the Schedule of Benefits. The coverage for Medical Expense is in excess of any federal or provincial health plan coverage. In addition, the coverage for Medical Expense is in excess of a provincial automobile policy in force for the Renter or Rental Passenger; the Insurer will not pay any loss of claim until the amount of such other insurance is exhausted.

F. Dental Expense - If on account of Accidental Bodily Injury the Insured requires: treatment, repair or replacement of teeth by a qualified dentist or dental surgeon; or oral x-rays prescribed a dentist or dental surgeon to well or sound teeth, bridges or dentures, then within thirty (30) days from the Accident, the Insurer will pay the reasonable and customary cost of such services actually rendered within one year from the date of Accident up to a maximum of the Amount of Benefit shown for the Insured in the Schedule of Benefits. The coverage for Dental Expense is in excess of any federal or provincial health plan coverage. In addition, the coverage for Dental Expense is in excess of a provincial automobile policy in force for the Renter or Rental Passenger; the Insurer will not pay any loss of claim until the amount of such other insurance is exhausted.

ACCIDENTAL PROPERTY DAMAGE INSURANCE

There is coverage for damage to or theft of personal property owned by and for the personal or business use of the Insured and for business property owned by the Insured's employer while in the care, custody and control of the Insured, during transit, or while in any hotel or building (other than the Insured's personal residence), or while locked in the Rental Vehicle, during the Coverage Period.

Insurer will pay no more than the least of the following amounts for Accidental Property Damage:

- a. replacement cost of the property at the time of loss without deduction for depreciation; or
- b. the full cost to repair the property at the time of loss; or
- c. \$600 per Insured; or
- d. \$2,400 per Rental Agreement.

GENERAL LIMITATIONS AND EXCLUSIONS

This Policy does not provide coverage for loss of animals, automobiles, automobile equipment, motorcycles, watercraft, their trailers, furnishings, equipment, accessories, motors or other conveyances or their appurtenances, household or office furniture, business equity, contact lenses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables, or any portable device such as mobile phones, tablets (including, without limitation, iPads or other such instruments of similar use), computers, laptops, smartphones (including without limitation, iPhone, Blackberry or such instruments of similar use), or GPS devices.

This Policy does not cover loss caused by or resulting from any one or more of the following:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. any theft of or damage to the Insured's property that is expected or intended by the Insured;
3. an intentional or criminal act or failure to act by an Insured, or any other person at the direction of an Insured;
4. loss or damage due to unexplained or mysterious disappearance, or loss or damage due to theft, unless reported to the police or other competent authority;
5. use of intoxicants or narcotics by an Insured, unless administered on the advice of a Physician;
6. use of a Rental Vehicle when such use is in violation of the conditions of the Rental Agreement;
7. operation of the Rental Vehicle by any driver who is not authorized by the Rental Agreement;
8. theft of or damage to any personal property not owned by the Insured or the Insured's employer while in the care, custody and control of the Insured;
9. wear and tear, gradual deterioration, moths, vermin, inherent vice or defect or damage sustained due to any process or while actually being worked upon and resulting therefrom;
10. delay, loss of market, indirect or consequential loss of any kind;
11. any Insured's liability for damage to the Rental Vehicle;

12. war, invasion, terrorism, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power; and
13. any nuclear incident or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, or contamination by radioactive material.

GENERAL PROVISIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Policy.

Notice and Proof of Claim - Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Insurer. The notice must include: Insured's name; Renter's name and the location of the office where the Rental Vehicle was rented; the time, place and circumstances of the Accident; and the names and addresses of witnesses and potential claimants. You will then be sent a claim form. Written notice of claim (on a claim form or other written notification) must be given to the Insurer within thirty (30) days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than ninety (90) days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Insurer with information sufficient to identify You, shall be deemed notice of claim. The appropriate claim forms, including a copy of the Rental Agreement, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one (1) year from the date that the loss occurred. **Notice to Enterprise is not notice to the Insurer.**

Examination and Autopsy - The Insurer at its own expense shall have the right and opportunity to examine the person of any Insured whose injury is the basis of a claim hereunder when and so often as may be reasonably required during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

Payment of Claims - Benefits payable under the Policy will be paid upon receipt of full written proof of loss, as determined by the Insurer. Benefits for loss of life shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries which survives the Insured: spouse; or children, including legally adopted children; or parents; or brothers and sisters; or executor or administrator; or the Estate of the Insured. If two or more persons become entitled to benefits as preference beneficiaries, they will share equally. All other benefits will be payable to the Insured. This Policy contains a provision removing or restricting the right of the Insured to designate persons to whom or for whose benefit insurance money is to be payable.

Termination of Insurance - Coverage for Insured ends at the end of the Coverage Period or the period of the Rental Agreement, whichever first occurs.

Subrogation - Following payment of an Insured's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured. The Insured shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured.

Due Diligence - The Insured shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

Co-operation - Insured's are required to: help the Insurer obtain witnesses, information and evidence about the Accident and co-operate with the Insurer in any legal actions if the Insurer ask Insured; immediately send the Insurer everything received in writing concerning the claim including legal documents; provide the Insurer with records and documents they request and allow them to make copies; and provide statements, submit to questions under oath, and sign and swear to them.

Legal Action - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act, Limitations Act, Limitations Act 2002, Civil Code*, or other applicable legislation.

False Claim - If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

Coverage Territory - This Policy insures losses that occur during the Coverage Period within Canada or the United States, but only if the loss arises out of a Rental Vehicle which is rented in Canada. The coverage territory does not include Mexico.

No Benefit to Bailee - It is warranted by Insured that this insurance shall in no way be directly or indirectly to the benefit of any carrier or bailee.

Notice to Authorities - Where the loss is due or appears to be due to theft, burglary, robbery, malicious mischief or disappearance of insured property, Insured must give immediate notice thereof to the police or other authorities having jurisdiction.

Waiver - The Insurer shall not be deemed to have waived any term or condition of this Policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither the Insurer nor Insured may be lawfully considered to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the Policy.

Assignment - Benefits payable under this Policy shall not be assigned.

Non participating – The Insured is not entitled to share in the profits or surplus of the Insurer.

Currency - All monies payable under this contract shall be paid in lawful Canadian currency.

Law and Severability - Any provision required by law to be stated in this Policy shall be deemed to have been stated herein. If any provision of the Policy contravenes any law, it is agreed that the remainder of the provisions of the Policy continue in full force. The invalidity or unenforceability of any provision of the Policy shall not affect the validity or enforceability of any other provision therein and the Policy shall be construed as if such invalid or unenforceable provision were severed or omitted to the extent of such invalidity or unenforceability.

Governing Law - The relationship between the Insurer and the Insured shall be subject to the laws of the Insured's Canadian Location of Permanent Residence at the time they purchase the insurance under this Policy.

Confidentiality - In conjunction with the administration of this insurance, the Insurer will establish a personal accident insurance or personal effects coverage claim file when they are notified of a claim. To ensure the confidentiality of Your personal information, the Insurer will keep Your file(s) at their offices and only the following persons will have access to Your file: the Insurer's employees; representatives who are responsible for underwriting, administration, investigation and claims; as well as any other person You authorize.

If You wish to have access to Your file and, if applicable, have it corrected, You can send a written request by mail to the following address:

Privacy Officer
ACE INA Insurance
25 York Street, Suite 1400
Toronto, Ontario M5J 2V5

The Insurer will reply within 30 days of receipt of such requests.

Complaint Procedures - If You have a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-772-7797 between 8:30 am to 4:30 pm (Eastern Standard Time) Monday to Friday.

Distribution Guide

Name of insurance product: Personal Accident Insurance/Personal Effects Coverage

**Type of insurance product: Individual Vehicle Rental Insurance
(where the period of rental is less than 4 months)**

Name and address of the Insurer

**ACE INA Insurance
1400-25 York Street
Toronto, Ontario M5J 2V5**

**Phone: 1-800-387-7199
Fax: 416 594 2842**

Name and address of the distributor

**Enterprise Rent-A-Car® Canada Company
181 Bay Street, Suite 2100
Toronto, Ontario
1-800-264-6350**

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

Table of Contents

| | | |
|------|--|----|
| I. | INTRODUCTION | 76 |
| II. | DEFINITIONS..... | 76 |
| III. | DESCRIPTION OF THE PRODUCT OFFERED..... | 78 |
| A. | Nature of the coverage..... | 78 |
| B. | Summary of specific features..... | 78 |
| C. | Exclusions, Restrictions or Reductions in Coverage | 81 |
| D. | End of the Insurance Coverage | 83 |
| E. | Cancellation | 83 |
| F. | Other Information | 83 |
| IV. | PROOF OF LOSS OR CLAIM..... | 84 |
| A. | Submission of a Claim | 84 |
| B. | Deadline to Submit a Claim..... | 84 |
| C. | Insurer's Reply..... | 84 |
| D. | Appeal of an Insurer's Decision and Recourses | 84 |
| V. | SIMILAR PRODUCTS..... | 84 |
| VI. | REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS | 85 |
| VII. | NOTICE OF CANCELLATION | 85 |

INTRODUCTION

The purpose of this distribution guide is to describe the vehicle rental insurance offered by Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental to its customers in a way that is easy for *You* to understand. In addition, it is intended to allow *You* to determine whether the insurance product offered meets your needs, without having an insurance agent present.

We encourage *You* to read this guide closely, especially page 9, which explains exclusions, restrictions and reductions in coverage. The claim procedure is also explained on page 11.

Please refer to the Policy for the details about Your coverage and the corresponding amounts of coverage.

DEFINITIONS

In this distribution guide, the words *in italics* are defined as follows:

ACCIDENT means a sudden, unexpected and unforeseeable cause of injury from an external source that occurs during the period of the *Rental Agreement* and the *Coverage Period*.

ACCIDENTAL DEATH means death as a result of an Accidental Bodily Injury.

ACCIDENTAL BODILY INJURY means bodily injury which is accidental, sudden, and is not mental or emotional injury or distress, and is independent of sickness, disease or bodily infirmity, and occurs during the period of the *Rental Agreement* and the *Coverage Period*. *Accidental Bodily Injury* includes *Accidental Death* and *Dismemberment*.

COVERAGE PERIOD means the period the *Renter* has elected to purchase and has paid for coverage under the *Policy* that falls within or is equal to the period of the *Rental Agreement*.

DISMEMBERMENT means that *You* suffered a loss, as set out below, directly due to an *Accidental Bodily Injury*. The loss is beyond remedy by surgical or other means as certified by a *Physician*.

- Loss of both hands, both feet or both eyes
- Loss of one hand and one foot
- Loss of one hand and one eye or one foot and one eye
- Loss of speech or hearing
- Loss of one arm or one leg
- Loss of one hand, one foot or entire sight of one eye
- Loss of thumb and index finger of one hand
- Loss of use of both hands or both arms

- Loss of use of one arm or one leg
- Loss of use of either both legs or all limbs due to paraplegia or quadriplegia
- Loss of use of an arm and leg on one side of the body due to hemiplegia

ENTERPRISE means Enterprise Rent-A-Car Canada Company and its subsidiaries doing business under the Alamo Rent A Car, Enterprise Rent-A-Car and National Car Rental brands.

HEMIPLEGIA means total paralysis of the upper and lower limbs on one side of the body.

HOME HEALTH CARE SERVICE means any of the following services: nursing care, physical therapy prescribed by a Physician, occupational therapy, medical social work, nutrition services, speech therapy, home health and services, and medical appliances and equipment, drugs and medication, laboratory services and special meals, to the extent such services would have been covered if the Insured had been treated as an inpatient in hospital.

LOCATION OF PERMANENT RESIDENCE means the city where the *Insured* has established fixed and permanent residence.

MEDICAL FACILITY means a clinic, hospital or similar institution operating primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients, providing 24-hour nursing service, having a staff of one or more Physicians available at all times, and providing organized facilities for diagnosis and surgical procedures.

OCCUPYING means in, upon, entering into or alighting from.

PARAPLEGIA means total paralysis of both lower limbs.

PHYSICIAN means only a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.

POLICY means the policy issued to *You* which describes the terms, conditions and provisions of this insurance.

QUADRIPLEGIA means total paralysis of both the upper and lower limbs.

RENTAL AGREEMENT means the written rental contract by which the *Renter* rents the *Rental Vehicle* from *Enterprise* for a period of not more than four months.

RENTAL PASSENGER means any person who is not a *Renter* who is traveling in the *Rental Vehicle* with the *Renter*.

RENTAL VEHICLE means a motor vehicle designed for travel on public roads rented from *Enterprise* and described in a *Rental Agreement*.

RENTER means the person who rents a *Rental Vehicle* from *Enterprise* and whose name is listed first on the *Rental Agreement*.

TRANSFER means the least expensive means of scheduled common carrier available which is necessary to meet the medical emergency.

YOU or INSURED means a *Renter* or *Rental Passenger*.

WE, OUR or INSURER means ACE INA Insurance.

DESCRIPTION OF THE PRODUCT OFFERED

Nature of the coverage

This insurance product provides insurance coverage in the event *You* sustain an ***Accidental Bodily Injury*** during the ***Coverage Period***. The ***Renter*** is covered 24 hours/day during the ***Coverage Period***. The ***Rental Passenger*** is covered while ***occupying the Rental Vehicle*** during the ***Coverage Period***.

You are also automatically provided with insurance coverage for loss of *Your* baggage and personal effects arising from theft or involuntary property damage during the ***Coverage Period***.

Summary of specific features

Accidental Death

This insurance provides coverage when an ***Accidental Bodily Injury*** results in ***Accidental Death*** within 365 days from the date of the ***Accident*** that occurs during the ***Coverage Period***.

What are the benefits?

The *Insurer* will pay:

- \$150,000 for loss of life of the insured *Renter*; **and**
- \$15,000 for loss of life of each insured *Rental Passenger*;

to a maximum of \$200,000 for all losses (including *Dismemberment* when applicable) arising out of any one *Accident*.

Dismemberment

This insurance provides coverage when an ***Accidental Bodily Injury*** results in a ***Dismemberment*** within **90 days** from the date of *Accident* that occurs during the ***Coverage Period***.

What are the benefits?

The *Insurer* will pay the benefit set out in the below table:

| | Amount of Benefits <i>Renter</i> | Amount of Benefits <i>Rental Passenger</i> |
|--|---|---|
| loss of both hands, both feet or both eyes | \$150,000 | \$15,000 |
| loss of one hand and one foot | \$150,000 | \$15,000 |
| loss of one hand and one eye or one foot and one eye | \$150,000 | \$15,000 |
| loss of speech or hearing | \$150,000 | \$15,000 |
| loss of one arm or one leg | \$112,500 | \$11,250 |
| loss of one hand, one foot or entire sight of one | \$100,000 | \$10,000 |

| | | |
|--|-----------|----------|
| eye | | |
| loss of thumb and index finger of one hand | \$ 37,500 | \$ 3,750 |
| loss of use of both hands or both arms | \$150,000 | \$15,000 |
| loss of use of one arm or one leg | \$112,500 | \$11,250 |
| Quadriplegia | \$150,000 | \$15,000 |
| Paraplegia | \$150,000 | \$15,000 |
| Hemiplegia | \$150,000 | \$15,000 |

If more than one of the above losses result from the *Accident*, only one amount, the largest, will be paid.

Other benefits and expenses

Medical expenses

This insurance provides coverage for any reasonable, medically related expense resulting from an *Accidental Bodily Injury*, within **30 days** from the date of the *Accident*. The medical expense must be:

- incurred by *You* within **365 days** from the *Accident*; **and**
- not covered by any other insurance.

What are the benefits?

The *Insurer* will reimburse *You* for the following medical expenses:

- services of a licensed graduate nurse (R.N.);
- confinement at a *Medical Facility*;
- treatment performed by a *Home Health Care Service* professional;
- diagnostic testing ordered by a *Physician*;
- transportation by a professional ambulance service;
- hospital service;
- rental of a wheelchair;
- treatment by a licensed physiotherapist (up to \$500.00);
- treatment by a licensed *Physician* or surgeon;
- drugs and medicines purchased by a prescription;
- repairs or replacement of eye glasses (up to \$100.00); and
- orthopaedic appliances and braces (up to \$500.00);

to a maximum of \$5,000 for all medical expenses arising out of any one *Accident*.

Dental expenses

This insurance provides coverage for damage to teeth, bridges or dentures resulting from an *Accidental Bodily Injury*, within **30 days** from the date of the *Accident*. The dental expense must be:

- incurred by *You* within **365 days** from the *Accident*; **and**
- not covered by any other insurance.

What are the benefits?

The *Insurer* will reimburse *You* for the following dental expenses:

- treatment;
- x-rays; **and**
- repairs or replacement of teeth, bridges or dentures;

by a qualified dentist or dental surgeon.

The maximum amount payable is up to \$200.00 per tooth to a maximum amount of \$1,000.00 for all dental expenses arising out of any one *Accident*.

Rehabilitation/retraining

This insurance provides coverage for rehabilitation and retraining expenses resulting from *Dismemberment* caused by an *Accidental Bodily Injury*, within 30 days from the date of the *Accident*.

What are the benefits?

The *insurer* will pay *You* the reasonable cost of rehabilitation and retraining including:

- the expense of treatment by a licensed or registered therapist licensed;
- the expense of treatment by a special education teacher; **or**
- the expense of institutional confinement for such treatment, intended to rehabilitate or retrain the *Insured* for work in any gainful occupation including the *Insured's* regular occupation.

The maximum amount payable is \$10,000 for all such expenses arising out of any one *Accident*.

Medical repatriation/return of mortal remains

Medical Repatriation

This insurance provides coverage to *Transfer You* to a *Medical Facility* nearest to *Your Location of Permanent Residence* within **365 days** from the date of the *Accident* that resulted in *Your Accidental Bodily Injury*.

What are the benefits?

The *Insurer* will reimburse *You* the reasonable cost incurred for this *Transfer* up to a maximum of \$10,000 arising out of any one *Accident*.

Return of Mortal Remains

This insurance provides coverage to transport *Your* mortal remains to *Your Location of Permanent Residence* in the event of *Your* death as a result of the *Accident*.

What are the benefits?

The *Insurer* will pay the reasonable cost incurred for transporting the mortal remains up to a maximum of \$10,000 arising out of any one *Accident*.

Baggage and personal effects insurance coverage

- This insurance covers the physical loss, theft, or damage to the baggage and personal effects owned by *You* or *Your* employer (if under *Your* care and control), during transit, or while in any hotel or building (other than your personal residence), or while locked in the *Rental Vehicle*, during the *Coverage Period*.

What are the benefits?

This insurance will reimburse *You* for the loss or theft or damage to *Your* baggage and personal effect for up to \$600 per *Insured* and up to a maximum of \$2,400 for all *Insureds* during the *Coverage Period*.

Theft, burglary, robbery, mysterious disappearance, loss or damage

You must immediately notify the police and obtain corroborating documentary evidence that proves the theft, loss, damage or disappearance of *Your* personal property.

Exclusions, Restrictions or Reductions in Coverage

CAUTION

A) For an *Accidental Death* benefit:

We will not pay an *Accidental Death* benefit if :

- *Your* death results from intentionally self-inflicted injuries or suicide, while sane or insane;
- *Your* death results from the use of intoxicants or narcotics unless administered on the advice of a *Physician*;
- *You* were in violation of the *Rental Agreement*; or
- *Your* death is the result of a criminal offense committed by *You*.

B) For a *Dismemberment* benefit:

We will not pay a *Dismemberment* benefit if the loss is directly or indirectly due to:

- intentionally self-inflicted injuries;
- attempted suicide while sane or insane;
- *Your* use of intoxicants or narcotics unless administered on the advice of a *Physician*;
- *Your* violation of the conditions of the *Rental Agreement*;
- operation of the *Rental Vehicle* by any driver who is not authorized by the *Rental Agreement*; or
- a criminal act committed by *You*.

C) For other benefits and expenses:

We will not pay any benefit resulting from an *Accidental Bodily Injury*,

including medical expenses, dental expenses, rehabilitation/retraining, medical repatriation/ return of mortal remains, if the loss is directly or indirectly due to:

- intentionally self-inflicted injuries;
- attempted suicide while sane or insane;
- *Your* use of intoxicants or narcotics unless administered on the advice of a *Physician*;
- *Your* violation of the conditions of the *Rental Agreement*;
- operation of the *Rental Vehicle* by any driver who is not authorized by the *Rental Agreement*; or
- a criminal act committed by *You*.

D) For loss of baggage or personal effects:

1. We are not liable beyond the actual replacement cost of the property at the time of loss.
2. This insurance does not cover:
 - animals;
 - automobiles, motorcycles, watercraft, and their trailers;
 - household effects and furnishings;
 - artificial teeth and limbs;
 - hearing aids;
 - contact lenses;
 - money;
 - tickets;
 - securities;
 - documents;
 - perishables; and
 - portable electronic devices such as computers, mobile phones, tablets, smartphones, GPS devices, or other such instruments of similar use.
3. This insurance does not cover any claim arising from loss caused by:
 - any theft of or damage to *Your* property that is expected or intended by *You* ;
 - an intentional criminal act or failure to act by *You* ;
 - *Your* use of intoxicants or narcotics unless administered on the advice of a *Physician* ;
 - loss or damage due to unexplained or mysterious disappearance, or theft, unless reported to the police;
 - *Your* violation of the conditions of the *Rental Agreement*;
 - operation of the *Rental Vehicle* by any driver who is not authorized by the *Rental Agreement*;
 - wear and tear, deterioration, moths, vermin, or defect;
 - delay, loss of market, indirect or consequential loss;
 - *Your* liability for damage to the *Rental Vehicle*;
 - war, invasion, terrorism, rebellion, insurrection or military power; or

- | |
|---|
| <ul style="list-style-type: none">• any nuclear incident or nuclear explosion. |
|---|

End of the Insurance Coverage

Your insurance coverage begins on the date when *You* sign the *Rental Agreement* and have agreed to purchase the vehicle rental insurance.

Your insurance coverage ends automatically at the earliest of the following dates:

- (a) the date set out in the *Rental Agreement* for the period of rental of the *Rental Vehicle*;
- (b) the date the *Rental Vehicle* is returned to the location indicated in the *Rental Agreement*; **or**
- (c) the date *You* request, in writing, to have the insurance cancelled.

Cancellation

You may cancel this insurance by sending *Us* by registered mail the notice included at page 85 at the address indicated on the notice, together with a copy of *Your Rental Agreement*. *You* may cancel the insurance without penalty within 10 days of purchasing it.

You can't however cancel the insurance if the *Coverage Period* of the *Rental Agreement* is 10 days or less and the *Coverage Period* has begun when the cancellation notice is provided to *Us*.

You may have to pay the premiums for the insurance for any period before the notice of cancellation is provided to *Us*. Depending on the situation, *You* may also lose the benefit of weekly or monthly pricing of the premiums.

Other Information

How to Contact *Us*:

For more specific information on the product offered, *You* can contact the distributor.

***You* can also contact the *Insurer* by writing to *Us* at the following address:**

**ACE INA Insurance
1400-25 York Street
Toronto, Ontario M5J 2V5**

or by dialing toll-free 1-877-772-7797 (weekdays between 8 :30 am to 4 :30 pm Eastern Standard Time).

PROOF OF LOSS OR CLAIM

Submission of a Claim

A person making a claim must provide *Us* with written notice of the claim within 30 days from the date a claim arises. *You* or *Your* representative must contact *Us* to obtain the necessary claim form by calling the following toll-free numbers:

1-877-772-7797 (English) Monday to Friday, 8.30am to 4.30 pm (Eastern Time)

1-877-337-9494 (French) Monday to Friday, 8.30 am to 4.30 pm (Eastern Time)

Deadline to Submit a Claim

The claim form and the required documents must be completed as requested and returned to *Us* as soon as reasonably possible, but in all events within one year from the date of loss. *Your* insurance must not have been terminated at the time of loss.

Insurer's Reply

If *Your* claim is approved, *We* will pay the benefit with 30 days of receiving the proof required.

If *Your* claim is denied or *We* pay only a portion of the benefit, *You* will receive a letter explaining the reasons for *our* decision. *We* will send the letter within 30 days of receiving the documents required to process the claim.

Appeal of an Insurer's Decision and Recourses

If a claim has been denied, the claimant can appeal this decision by submitting new information to *Us*. The claimant may also consult the Autorité des marchés financiers or *Your* own legal adviser for further guidance.

SIMILAR PRODUCTS

There are other insurance products offered by other insurance companies that include coverage similar to the insurance described in this distribution guide.

Referral to the Autorité des marchés financiers

For additional information regarding the *Insurer's* and distributor's obligations to *You*, *You* may contact the Autorité des marchés financiers at the following address:

Autorité des marchés financiers
Place de la Cité, tour Cominar
2640, boulevard Laurier, bureau 400
Québec (Québec) G1V 5C1

| | |
|----------------------|--|
| Quebec City: | (418) 525-0337 |
| Montreal: | (514) 395-0337 |
| Toll Free Telephone: | 1-877-525-0337 |
| Fax: | (418) 525-9512 |
| Web Site: | www.lautorite.qc.ca |
| Email: | renseignements-consommateur@lautorite.qc.ca |

Notice of cancellation

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT NOTICE GIVEN BY THE DISTRIBUTOR

Section 440 of the *Act respecting the distribution of financial products and services*.

THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature**. To do so, you must give the insurer notice by registered mail within that period of time. You may use the attached form for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into retains all of its effects. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After expiry of the 10-day period, you may cancel the insurance at any time; however, penalties may apply.

For further information, please contact the Autorité des marchés financiers at (418) 525-0337 (Quebec City region) or 1 877 525-0337 (elsewhere in Quebec).

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

To: **ACE INA Insurance**
1400-25 York Street
Toronto, Ontario M5J 2V5

Date: _____
(date of sending of notice)

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby cancel insurance contract no.:

(number of contract, if indicated)

Entered into on: _____
(date of signature of contract)

In: _____
(place of signature of contract)

(name of client)

(signature of client)

439. A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

441. A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

442. No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

C. SPECIFIC RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN EUROPE

(i) For Rentals Originating in Belgium

ARTICLE 1: SCOPE OF APPLICATION

Unless otherwise agreed, the following terms and conditions shall apply to the rental *between* Owner and Renter. Please read this Rental Agreement carefully. If there is anything Renter does not understand please ask any member or staff of Owner.

The general terms and conditions as stated above are applicable between Renter and Owner, unless agreed otherwise.

Owner and Renter are the only parties to this Rental Agreement and Renter is responsible for complying with all the terms of this Rental Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

This Rental Agreement is the entire agreement between Renter and Owner concerning the rental of Vehicle and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

ARTICLE 2: DEFINITIONS

For the purposes of this Rental Agreement, the following terms are specifically defined:

"Renter" is the customer (main driver) who rents a Vehicle from Owner under this Rental Agreement and who is entitled to drive Vehicle.

"Owner" is the National Car Rental franchisee from which the Renter rents Vehicle.

"Rental" or "rental" means the vehicle hire by which the Renter rents the Rental Vehicle from Owner for a period under this Rental Agreement.

"Reservation" means the confirmation overview by email or other communication method at the time of booking.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the rental and will include all parts and accessories fitted to it at the commencement of the rental.

"Additional Driver(s)" means any individual, in addition to Renter, who has permission of the Owner to drive Vehicle.

"Damage" is any damage occurring to Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

ARTICLE 3: CONDITIONS TO HIRE VEHICLE

Renter must be in the possession of a driving license, valid in the country where the car is hired as well as in all other countries where Vehicle will be used. The driving license must have been issued by the competent authorities at least 12 months before the start of the rental.

In addition to the normal driving license, an international driving license is also mandatory if:

- The driving license is written in a language different to the official languages in Belgium.
- Or comprises characters that are illegible in Belgium.
- Or if the driving license is not valid in the European Union.

Please note that the international driving license is valid only if accompanied by the normal driving license.

Renter must be in the possession of a valid identity card or passport.

Renter must be aged 21 or over to rent a Vehicle and have held a driving license for at least one year. A young driver surcharge of 10 EUR per rental day (excl. VAT and airport surcharges) is applicable for drivers younger than 25 years old, unless agreed different in

the Reservation. When renting a vehicle, a driver qualified as a “young driver” pays a specific charge the “young driver surcharge”.

The above requirements are also applicable to all Additional Driver(s) if any. Additional drivers will be charged an additional driver fee of 10 EUR per rental day (excl. VAT and airport surcharges), unless agreed different in the Reservation.

Renter must produce a valid corporate or personal credit card with an expiry date of at least 3 months after the due check-in date. For luxury and special models two credit cards (including at least one major credit card: Visa, MasterCard, American Express) are required and an authorization will be requested on each. Details are available at a National Car Rental Reservation Service Centre (Owner's rental station) or at the National Car Rental website.

Please note that Owner accepts major credit cards such as American Express, MasterCard and Visa. As certain credit card companies may not be represented, it is advisable to verify in advance the acceptance of a given card. Credit cards are accepted to the limits authorized by the credit card company.

ARTICLE 4: GENERAL PRINCIPLES

Renter is required to check the condition of Vehicle. Where an apparent defect is found, Renter must immediately inform Owner in order to proceed with a joint-examination of Vehicle. In such a case, Owner and Renter must document the apparent defect to be countersigned by both parties. If the document is not countersigned by both parties, the condition of Vehicle will be considered that the Renter received Vehicle in proper working condition after payment of the possible security, the amount of which has been specified in the Reservation.

ARTICLE 4.1: CONDITION OF VEHICLE

Owner guarantees that Vehicle is suitable for use on the road and for rental at the start of the rental period. Renter acknowledges to have taken possession of Vehicle in the

condition as specified on the jointly checked damage assessments (as stated above), fully cleaned and with the safety equipment required by law. On the return of Vehicle the condition of Vehicle will be jointly checked again. Any costs to Vehicle to restore it to its original condition at the start of the rental, including refueling, are payable by Renter, possibly limited to the maximum per claim as specified in this Rental Agreement, if the application conditions of this limitation have been complied with.

In any case, the compensations applied by Owner shall not be higher than the "informex" compensations laid down for the determined damage in question. Informex is an industry acknowledged calculation method to estimate repairs costs for insurers, bodyshops, vehicle manufacturers, dealers, parts suppliers and other parties in the supply chain. On returning Vehicle with a lower fuel level than at the start of the rental, Renter will be charged with an amount depending on the fuel option chosen at the start of the rental. Please refer to the section: Annex to the general terms and condition "Additional information packages" under subtitle "Fuel options".

If vehicle, with or without Owner's explicit agreement, is returned outside the opening hours of the local agent in question and/or is left elsewhere, if Renter returns Vehicle in a dirty state, exterior and/or interior, which makes a detailed assessment of the condition of Vehicle not immediately possible or if Renter does not want to wait for a jointly checked assessment, and therefore it is impossible to make a jointly checked assessment when Vehicle is returned and/or left. If Vehicle was left at Renter's garage with Owner's permission, Renter authorizes the garage owner to make a jointly checked assessment when picking up Vehicle.

In these cases, when Vehicle is effectively under Owner's management and/or when Vehicle has been sufficiently cleaned, Owner shall make an assessment of the condition of Vehicle. On determining additional damage to Vehicle and/or if Vehicle is dirty and needs to be cleaned and/or Vehicle is returned with less fuel than on departure, it shall notify Renter of this in writing together with an estimate of the compensation for these assessments.

If Renter does not agree with Owner's repair fees and damage assessments in the aforementioned cases, Owner must be notified of this in writing within 3 working days upon receipt of Owner's notification. In the absence of this notification within the specified period Renter shall be deemed to be in agreement. If Renter does not agree, the file will be submitted to a jointly agreed car expert who will make a final decision, against which there is no appeal, regarding the determined damage and the related correct repair costs. The costs are payable by the party who is deemed in the wrong or will be divided between the parties as determined by the expert. If available, the expert will base himself on the jointly checked assessments and the photographs taken by Owner or his agent.

Renter explicitly accepts to have received Vehicle in a normal state of operation. If this is not the case Renter has up to 4 working hours after receipt of Vehicle to notify this to Owner. All mechanical damage to Vehicle which is due to the use of Vehicle and/or mechanical damage to Vehicle which has substantially worsened following use of Vehicle by Renter shall be charged completely and in full to Renter. On determining mechanical damage to Vehicle which according to our experts is with certainty due to the wrong use of Vehicle by Renter, Renter shall be notified in writing. Renter then has a period of 3 working days to submit any complaints and to request a counter-appraisal. If there is no reaction Renter shall be considered liable for the additional damage.

ARTICLE 4.2: USE OF VEHICLE

Vehicle must not be driven by anyone other than Renter or Additional Driver(s) and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by Law. If Renter wishes to take Vehicle outside of Belgium, Renter must obtain Owner's prior written consent.

The following countries are accepted by Owner: Austria, Andorra, Switzerland, Germany, Denmark, Spain, France, Finland, United Kingdom, Greece, Italy, Ireland, Luxembourg, Norway, Portugal, Sweden and the Netherlands.

Renter must contact the rental location for additional cross border restrictions. A compensation fee will be applied for the unauthorized drop of Vehicle in a country prohibited for cross-border travel. The compensation fee includes all costs incurred to collect the Vehicle such as (logistics costs, lost revenue, administration costs, search costs, etc.)

In accordance with this Rental Agreement, Renter must take care of Vehicle, keep it in good repair and condition, pay any fines for which Renter may be liable, reimburse Owner for any damage to Vehicle, and refund Owner for any costs if incurs.

Some restrictions may apply with respect to: - loading Vehicle on trains, boats, ferries or similar means of transportation; - taking Vehicle from the mainland onto an island; - taking certain types of Vehicles across borders. Renter is advised to check at the time of Reservation.

Renter must only refuel Vehicle with the correct type of fuel.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner. An administration fee of 24.79 EUR (Excl. VAT) will be charged for every fine or penalty incurred.

During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and must respect the maintenance cycle of Vehicle as stated in the maintenance guide, if any.

When parking Vehicle, even for a short period, Renter undertakes to lock it and make use of Vehicle's alarm and/or immobilization equipment. Renter must never leave Vehicle unoccupied with the keys in the ignition. To the largest extent permitted under applicable law, non-return of the keys will lead to invalidation of the theft cover.

Renter will be liable for any offence committed during the rental period which relates in any way to Renter's use of Vehicle, as if Renter were the owner of Vehicle. This could be

an infringement of the contractual provisions as well as the current laws and traffic rules during the hire period.

Upon the request of the Police or any official authority Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection laws of Belgium. Please refer to the section "Data Protection Law" for additional information

The Owner fleet is 100% smoke-free and every Vehicle has a sticker with the smoking ban. On returning Vehicle in which smoking was determined, fixed damages of €-250 (exclusive of VAT) will be charged.

If a Vehicle is returned dirty a cleaning fee of 250 EUR (Excl. VAT) will be charged.

Vehicle is rented/made available with a view to normal use. In case of a rental with unlimited kilometers, 'unlimited' is referred to in the context of normal use or in any case less than 500 km a day and less than 10,000 km a month. If these maximums are exceeded, an additional fee will be owed of € 0.5 (exclusive of VAT) for every extra kilometer, subject to proof of greater damage by Owner. At Renter's responsibility, Vehicle may only be used subject to strict observance of current legal and statutory provisions.

It is explicitly pointed out to Renter that Owner's vehicles do not have winter tyres, barring explicit notification to the contrary, and that therefore Vehicle may not be used in countries where winter tyres are obligatory during the period that this obligation applies nor in countries where it has been laid down that not using winter tyres during certain periods is at one's own responsibility and/or extensive liabilities have been laid down for not using winter tyres during these periods. It is Renter's obligation to consult either at time of booking online, via Owner's office or at time of rental.

In particular, Renter is prohibited to use Vehicle under any of the following conditions or for any of the following purposes:

- Pushing or towing another vehicle (except those vehicles equipped by Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorized load weight.
- To use Vehicle in countries which are not listed on the insurance card as well as countries which are not listed, above, in this Rental Agreement.
- To use Vehicle for the transport of any product which due to its smell or condition, may damage Vehicle or cause Owner to lose time or money as a result of which Vehicle cannot be immediately rented out again.
- To use Vehicle for rental or schooling.
- To use Vehicle by other persons, to allow a driver to use Vehicle who has not been permitted as Additional Driver.
- To use Vehicle for the transport of heavy objects, easily flammable and hazardous products as well as toxic, corrosive, radioactive or other harmful substances, or products which make stains.
- Participating in rallies, competitions or trials, wherever they may take place.
- Transportation of live animals (with the exception of domestic pets, subject to prior authorization).
- Driving Vehicle under the influence of alcohol, drugs or any other type of narcotic substances.
- Travelling on non-paved roads or on roads, the surface or state of repair of which could put Vehicle's wheels, tires or its under body mechanics at risk.
- Giving driving lessons.
- To use Vehicle with a roof rack, luggage carrier or similar, unless supplied by Owner.
- To use Vehicle for paid goods transport, except if it concerns company cars.
- To use Vehicle for illegal purposes.

- To use Vehicle for courier services or paid transport of passengers or the equivalent transport of passengers.
- Intentionally committing any offence, i.e. failure to utilize seat belts or occupant restraint system.
- None of the goods and baggage carried in Vehicle, including their packing and stowage equipment, will be permitted to damage Vehicle, nor put the occupants abnormally at risk.
- Carrying passengers for hire or reward.
- To use Vehicle in any way which breaches the Highway Code, road traffic laws or any other laws.

Any breach of one of the aforementioned provisions entitles Owner to terminate the rental automatically and without any notice of default with regard to Renter who will not be able to claim any refund of unused Rental fee, subject to proof of greater damage. Only Renter has the right of management of Vehicle during the Rental period and therefore bears full responsibility for it.

Owner strongly recommends that Renter carefully reads this information available at the Owner's rental station counter.

ARTICLE 4.3: MAINTENANCE/MECHANICAL PROBLEMS

When the rental starts, Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner or telephone the emergency number reflected in the Reservation.

Owner will have the choice between replacing Vehicle or accepting repairs to be done to Vehicle. In case of engine trouble or an accident, apart from engine trouble or an accident through Owner's fault or negligence, Renter cannot claim damages or a replacement car.

All costs for normal maintenance and repairs are payable by Owner, all costs due to Renter's negligence (e.g. engine damage caused by a lack of engine oil or coolant, use of wrong fuel, damage caused by overloading, wrong use of clutch, etc.) are payable by Renter. Renter is not allowed to carry out any repairs to Vehicle without Owner's consent.

In the latter case, repairs can only be made after written confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice. The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must carry out all daily checks of liquid levels prescribed by manufacturer. Renter must stop Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with Vehicle. If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when Renter returns Vehicle. Renter will remain liable for any damages to Owner. In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the largest extent permitted by the law, for indirect consequential damages whether Renter's action is based on contract or in tort.

ARTICLE 4.4: BREAKDOWN ASSISTANCE

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated in the Rental Agreement or on the windscreen or on the key holder or by request at Owner's customer service department.

In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or makes any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses. .

Call out costs related to breakdowns that are the driver's fault, including for flat batteries, lost keys, out of fuel service or keys locked in the vehicle are not covered under the Breakdown and Assistance Service as well as eventual costs to repair the vehicle and any travel costs to exchange the vehicle.

ARTICLE 5: THE RENTAL PERIOD

ARTICLE 5.1: PRINCIPLE AND CALCULATION

Renter undertakes to return Vehicle to Owner at the agreed place, on the date and at the time indicated in the Reservation.

The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time Vehicle is made available. However, unless agreed differently in the Reservation, a 59 minute grace period is applied at the end of the rental before the start of a new 24-Hour period. This can in any case not be considered as a silenced extension of the rental. Extra rental days, mileage costs, equipment costs, insurance or waiver costs will be charged as defined in the Reservation until Vehicle is returned to Owner.

If Renter returns Vehicle to any other rental station than the agreed location, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

ARTICLE 5.2: EXTENSION OF THE ORIGINAL DURATION OF THE RENTAL

If Renter wish to keep Vehicle for a period longer than originally set out in the Reservation, Renter must contact Owner before the end of the initial agreement in order to extend the duration of the rental (this may require Renter to come in person to a rental location of Owner).

Vehicle is insured for the period mentioned in the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, Renter remains liable for any damages to Owner and Owner's Vehicle.

ARTICLE 5.3 DELIVERY AND COLLECTION TERMS

Renter will return Vehicle in the same condition as it was provided at the start of the rental. .

Renter will return vehicle to the same local agent from where it originally was rented and this during the normal opening hours of this local agent, unless Renter and Owner agreed otherwise in the Reservation. In this case a one way drop off fee can be charged and will be stipulated in the Reservation. Non authorized drop off will be at the Renter's expense and repatriation costs will be charged.

If Vehicle was dropped elsewhere than Owner's rental locations, with Owner's agreement, the rental period continues until the moment the Owner receives a written notification of Renter, or an appointed party (e.g. the garage owner where Vehicle is dropped) that Vehicle is available at the return location.

If Vehicle, even with Owner's agreement, is dropped/left at one of the Owner branches, outside the opening hours of the branch in question or when Vehicle, even with Owner's agreement, is left/dropped elsewhere, to the largest extent permitted under applicable law, Renter shall be liable for Vehicle until the effective receipt by Owner.

In case of late return, Owner shall consider this as fraud, deception and breach of trust. In any case, Renter shall owe fixed and irreducible damages for loss of profit and administrative costs of 150 € (exclusive of VAT) in case of a late return starting from the fifth hour to Owner. To pick up a vehicle left without Owner's written consent, for whatever reason, Renter shall be charged an additional fee to the amount of 1.50 €/Km (exclusive of VAT) with a minimum of 300 € (exclusive of VAT).

After termination of the rental or when Owner asks Renter to return Vehicle immediately and if Vehicle was not returned, Owner is entitled to take back Vehicle, at Renter's expense, wherever it finds it. Renter gives explicit consent to Owner's agent to access the land and buildings he uses for this. In case of theft of Vehicle the rental shall be deemed to continue until Renter has submitted a certificate of complaint deposition to Owner for theft issued by the authorized police service.

ARTICLE 5.4 END OF RENTAL

The end of the rental is defined by the return of Vehicle and of its keys to the rental counter at the agreed Owner location. The rental is only terminated when Owner effectively has taken receipt of Vehicle. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's location and who Renter assumes or who pretends to be an Owner employee.

If Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys.

Under no circumstances will Owner accept any liability for articles that may have been left in Vehicle at the end of the rental nor will the Owner be responsible for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in Vehicle.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

Important note: outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damage until an Owner employee takes possession of Vehicle, documents and keys when the Owner location opens.

If Vehicle is used in violation of these Rental Agreement / Terms and conditions or any use which may be detrimental to Vehicle will entitle Owner to terminate the rental by operation of law and without prior notice of default and demand payment of an amount varying according to the circumstances, to a maximum of 10 days hire fees, on top of payment of the fee until the date of this dissolution. Renter will then return Vehicle immediately as soon as Owner requests.

ARTICLE 5.4.1: IN THE EVENT OF AN ACCIDENT

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed European Accident Form incident must be turned in to Owner. The European accident Form can be obtained from Owner at Owner's locations and in the glove compartment in every Vehicle.

The rental will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new vehicle, the rental will be amended accordingly.

If Renter is involved in an accident with third parties and he neglects to duly fill out and sign a "statement of facts" or submit an official report of the competent police service, Renter will not only have to pay the excess specified in the WAM (Third-party insurance motor vehicles Act), insurance referred to in article 8 in fine of these conditions but also a fee for additional administrative costs to the amount of € 250 (exclusive of VAT), without prejudice to possible court costs. If, in the absence or submission of the aforementioned "statement of facts" or official report, Owner has doubts whether third parties were involved in the accident, it is entitled to request a statement of honour of Renter. If such statement of honour is not provided, the claim in question shall be

handled as an accident without third parties. In any case, Renter shall be fully liable for all damage to Vehicle if he provided false information when concluding the rental. Renter is fully liable for violations and offenses he committed during the hire period. Renter shall in any case declare to the competent authorities that he does not use Vehicle for Owner's account and he shall explicitly indemnify Owner. As the case may be, Renter is obliged to notify any third party of Owner's right of ownership to Vehicle.

ARTICLE 5.4.2: IN THE EVENT OF THEFT

In case of theft and attempted theft, Renter must immediately report it to the competent police services and notify Owner within 24 hours. The notification to Owner must specify the circumstances, date, location and time of the incident, address of the possible counterparty, the number of the official report and the details of the recording police service.

In the event of theft of Vehicle, the rental will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

If Renter still not returned Vehicle 14 calendar days after the originally agreed date of the end of the rental, barring the cases when not returning Vehicle cannot be charged to Renter and he correctly notified Owner of this, Vehicle shall be deemed to have been stolen by Renter. Renter shall owe, if applicable, in addition to the hire fee until the date of recovery, also an administrative fee and the value of Vehicle to Owner.

ARTICLE 5.4.3: IN THE EVENT OF CONFISCATION

In the event of measures by third parties, including attachment, confiscation or impounding of Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to Vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of Vehicle. In this case, the hire fee, where applicable shall be invoiced until this date.

Furthermore, the rental may be automatically terminated by Owner as soon as Owner is informed of such action by the legal authorities or by Renter.

ARTICLE 6: TERMS OF PAYMENT

In the context of the current Rental Agreement Renter owes the following amounts to Owner:

- Possible use of fuel, possible costs for cleaning in case of extreme dirt, possible repairs of additional damage as well as the consequences of theft to the amount for which Renter is liable in accordance with the Reservation, and all costs for the late return and/or incorrect use of Vehicle.
- All costs, including judicial and administrative costs, incurred by Owner to collect amounts owed by Renter that were not paid on the due date.
- All fines and costs arising from the use by Renter of Vehicle, including breakdown costs following an accident for which the driver is to blame in pursuance of the Rental Agreement. For every fine and/or levy received by Owner relating to the period that Vehicle was used by Renter a handling fee shall be owed for every letter and/or reminder that Owner needs to send. Any parking fines sent to Owner will be paid by Owner on receipt of the first notification in order to not increase the costs for Renter. Owner will charge the thus paid sums to Renter, without prejudice to application of the aforementioned handling fee. Administration fees are defined in this Agreement.
- Costs for retrieving Vehicle not returned.
- Other costs mentioned in this Rental Agreement and the Reservation.

Owner may legally claim the payment by Renter, when entering into the contract, of a guarantee for which the amount, which shall be specified in the Reservation, shall be calculated depending on the anticipated period of use of Vehicle, the estimated mileage to be covered, the category of the rented vehicle, the insurance coverage taken out, where

appropriate, and the cost of the residual deductibles set out in the contract, the amount of the guarantee being equal to, if theft and/or damage insurance coverage has not been taken out for example, to an amount equal to the maximum liability of Renter in the event of an accident, or that of the residual value of Vehicle on the date of its disappearance in the event of theft.

This guarantee will be made by means of a credit card reflected in Renter's Profile, an authorization will be requested prior to the start of the rental. The minimum amount of the authorization will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges defined in the Reservation. This amount will not be debited. It will be held on the card holder's bank account until the final rental charge amount is debited. When Vehicle is returned, the invoiced amount will be charged to the credit card listed in Renter's Profile, unless Renter presents another means of payment.

In certain rental locations direct debit can occur as mean of payment for the rental and guarantee. This will be explained by Owner to Renter at moment of Rental. Owner will provide the necessary proof of payment and charge back unneeded amounts to fulfill the final invoice for the rental.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, .

To the largest extent permitted under applicable law, in the event of non-payment by the due date shown on the Rental Agreement, Renter will be liable, by operation of law and without requiring a prior notice of default, a delayed interest of 12% a year as well as irreducible and fixed damages of 10% of the still outstanding amount with a minimum of € 75.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorize Owner to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of the rental, and correspond to the

characteristics Renter originally indicated at the time of Reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative rate.

If Renter pays in a currency other than that used by Owner (EURO) an exchange rate will apply based on the rates of KBC Bank and increased by a 4% service fee(Excl. VAT). Owner will not accept any disputes of invoices which aren't received within 8 days of invoice date.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

ARTICLE 7: RATES

The total charges for each rental will be determined according to the price list applicable at the time of rental. By signing this Rental Agreement, Renter confirms having read, acknowledged and is agreeing with the applicable rates at the time of rental.

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In the event of one-way rental, the one-way rate is applicable.

ARTICLE 8: INSURANCE

All Vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving Vehicle. The amounts for such liability cover are available on request at Owner's rental station. In particular, Renter must comply with the Rental Agreement, and in particular without limitation the rule concerning permitted destinations, as set out in article 4.2 "use of Vehicle" above, in order to have the full benefit of the insurance provisions.

Damage to the driver's belongings are not insured. Renter is liable at all times for all own damage to Vehicle regardless of how it happened, subject to damage arising from facts for which an identifiable third party is liable, with a maximum as specified in the Reservation.

A limitation of liability for own damage to Vehicle will only have effect if all obligations arising from the present Rental Agreement are correctly respected and is only applicable if this was explicitly specified in the Reservation and the price applicable to this option has been explicitly included in the price calculation in the Reservation. Own damage shall be understood to mean damage to Vehicle and damage to Vehicle caused by theft through no fault of Renter, collision with an animal, forces of nature, vandalism and terrorism as well as broken glass, accidents without third parties and accidents when the third party failed to stop after causing an accident.

Important note: In any event, damage to the under body-work, interior and/or roof is excluded from any damage cover, unless force majeure can be proved. Renter will be fully liable for these damages and the related costs up to the full value of the Vehicle.

Renter of an EQUIPMENT unit is responsible to bring the unit back in same state as he received it. No compliance will lead to the application of a reasonable replacement fee equal to the replacement value of the unit. For example a SAT NAV unit will have a replacement cost of 200 EUR (excl. VAT).

The PAI (Personal Accident Insurance) is a driver's insurance which covers the driver in case of injuries or death. Specific terms and conditions are made available to Renter at the Owner's rental station.

An administrative fee of 40 EUR(excl. VAT) is payable by Renter in case of an accident without third parties or through Renter's fault. In case of an accident through Renter's fault in another country, the repatriation is payable by Renter unless otherwise agreed. If Renter has any blame in any way in the accident, the agreement shall continue to be in force until Vehicle is available again to Owner.

Damage suffered by Owner or Owner's Vehicle in case of theft is limited to the amount as specified in the Reservation, barring theft with the original keys and, more generally,

theft which was due to Renter's negligence or not locking Vehicle, is payable in full by Renter at all times.

If Renter has taken an additional limitation of liability in case of damage to Vehicle he can also take a further limitation of liability for theft. This further limitation is only applicable if explicitly indicated in Renter's Profile and the price applicable to this option has been explicitly included in the price calculation, in the Reservation.

The validity of the third-party liability insurance as well as the limitations in responsibility for own damage and theft are strictly limited to the Rental period. Outside of this Rental period, Renter shall be liable in full for all possible damage to Vehicle and people. The limitations in responsibility for own damage and theft on the part of Renter are only valid if Renter meets all contractual obligations as included in the Rental Agreement. In case of an accident with Vehicle because Renter's fault, Renter will pay the third party liability excess amount defined in the Reservation or in case of no agreed amount in the Reservation an excess of 371.84 EUR (excl. VAT) .

Products which fall under the name of cdw1, cdw2, tp1, tp2, scdw, twp, zero risk pack, zero risk pack+, as listed in the annex, partly cover Renter's responsibility in case of an accident. The end responsibilities of the Renter need to be determined per incident and are cumulative. In spite of the fact that Renter took partial or full coverage of his responsibility any damage in case of drugs, alcohol or wrong use of the hire car will be chargeable to him.

All costs resulting from the Renter's carelessness and/or negligence such as breakdown due to empty fuel tank, wrong choice of fuel, flat or exploded tyre, empty battery, lost keys or keys in Vehicle with locked doors will fully and unconditionally be borne by Renter.

ARTICLE 8.1: LIABILITY IN THE EVENT OF DAMAGE

Renter will be liable for any damages to Vehicle. Therefore, in the event of theft of Vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of Vehicle, loss of use, administration charges...). The amount will not exceed the market value of the rented Vehicle at the time of the event. This liability may be reduced if Renter opted for the "reduced liability". Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge specified in the Reservation.

Renter is advised that any optional contractual guarantee he/she may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of Vehicle, its parts or accessories, or fails to comply with all restrictions on the use of Vehicle or otherwise abuse or misuse it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by third parties. Renter agrees to pay any amounts Owner spends in enforcing this Rental Agreement.

Therefore in any case, to the largest extent permitted under applicable law, neither Owner nor its officers, directors, employees will be liable to the contracting party for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of Vehicle.

ARTICLE 8.1.1: Light damage (valid only if applicable)

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to Vehicle in compliance with the detailed list of light damages and repair costs displayed at the Owner's rental station counter which Renter hereby acknowledges.

At check-out non-repaired damage must be documented with the appropriate signatures by Renter and Owner's representative. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner, documented, and signed by Renter and the Owner's representative. This damage will be charged to Renter at the repair price mentioned in the list displayed at the Owner's rental station counter. Where this option is available, Renter will approve by signing electronically or by signing the relevant paper document.

These repair costs will be directly billed to Renter by Owner and will include the costs of the damage repair as well as administration charges, immobilization costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental. The Rental only ends after signing a check-in document with jointly checked assessment of damage by Owner.

If Vehicle was dropped elsewhere than Owner's rental locations with Owner's agreement, or if Vehicle is returned outside the opening hours of the Owner's rental locations, the rental period will continue until the moment the Owner can examine Vehicle.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

ARTICLE 9: VALIDITY

Any provision required by law to be stated in this Rental Agreement shall be deemed to have been stated herein. If any provision of this Rental Agreement contravenes any law, it is agreed that the remainder of the provisions of the general terms and conditions continue in full force. The invalidity or unenforceability of any provision of the general terms and conditions shall not affect the validity or enforceability of any other provision therein and this Rental agreement shall be construed as if such invalid or unenforceable provision were severed or omitted to the extent of such invalidity or unenforceability.

ARTICLE 10: LANGUAGE

In the event of a conflict between this version of the Rental Agreement in Owner's local language and a version in a different language, including English, the version of this Rental Agreement in Owner's local language will prevail. Where the Rental Agreement is not available in your local language, the English version will control.

If requested, a French/Dutch/English version is available at the branch on simple request.

ARTICLE 11: DATA PROTECTION LAW

In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Owner (the Data Controller) will not be able to correctly process the rental. Owner will use the Renter's personal data to assist Renter with reserving, renting, and leasing vehicles and for marketing purposes.

In accordance with the Personal data protection act of 1992, Renter may correct factual errors in that data or exercise his/her right to access, update, or delete personal data by sending a request to Owner using the contact details in the Reservation.

The Data Controller may from time to time transfer data collected from Renter to EHI Franchising (EMEA) Ltd (a company established in the United Kingdom) and/or other entities of the Enterprise Holdings group located outside of the EEA, such as in the United States. In the latter case, the transfer will be based on guarantees to ensure the adequate protection of the Renter's personal data (e.g. consent of the Renter or execution of standard contractual clauses as approved by the European Commission). The transfer of personal data is performed in order to allow the Enterprise Holdings group to provide Renters with effective services, allow contractors of Enterprise Holdings group to undertake customer satisfaction surveys, either by phone or email, for analytical purposes, and for marketing purposes. For more information, please consult the Privacy Policy on www.nationalcar.co.uk or nationalcar.com. Owner and Enterprise Holdings group may disclose personal data to respond to legal requirements (e.g. request from law

enforcement agencies), to enforce local policies, to respond to claims or to protect anyone's rights, property, or safety.

ARTICLE 12: JURISDICTION

This Rental Agreement is governed by Belgian law. To the largest extent permitted under applicable law, all disputes arising from the execution or the interpretation of this Rental Agreement fall under the exclusive jurisdiction of the courts of the judicial district of Antwerp, department of Tongeren.

ADDITIONAL INFORMATION PACKAGES – ANNEX OF SPECIFIC TERMS AND CONDITIONS APPLICABLE IN BELGIUM

General information:

- In case of damage or theft an administration cost is applied in addition to the non-waivable excess.
- All mentioned prices for which the validity is expressed are subjected to changes without prior notice before the start of the rental.
- A safety kit consisting of a safety triangle and safety jacket is required by law and is provided in all vehicles. Missing elements of a safety kit at time of return will be charged to the Renter
- Some products are not available to drivers younger than 25 years old.
- Some products are only available in participating stations

The following optional protection product packages may be accepted or declined on Renter's Profile, which will apply to all rentals made under this Rental Agreement. Renter may change options and information for future rentals by changing the options and information into the Profile at www.nationalcar.com or by sending Administrator a Rental Agreement Profile Change Form at National Car Rental, Attn: Marketing, 600 Corporate Park Drive, St. Louis, MO 63105, indicating the changed options and information in writing.

Renter acknowledges that he/she has read and understood the following summary of the terms relating to optional protection product packages. The full specific terms and conditions applicable to the optional protection product packages are available at Owner's rental station counter. By purchasing one or more optional protection product packages, Renter declares that he/she agrees to the applicable specific terms and conditions related thereto.

CDW1 COLLISION DAMAGE WAIVER

CDW1 collision damage waiver is not an insurance. It is a waiver of the Renter's responsibility for damage in case of accident, fire or vandalism to the Vehicle excluding tyres and windshield. If CDW1 is declined by the Renter in his Profile, he will be responsible for the full value of the damage to the Vehicle in accordance with this Rental

Agreement. Purchasing CDW1 reduces the Renter's responsibility to a deductible ranging between €850 and €2000 for a daily fee ranging between €7.49 and €25.75 depending on the car type and length of rental as mentioned in the Reservation. The daily fee excludes VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse as stated in the T&C's, the Renter stays responsible for the full value of the damage.

TP1 THEFT PROTECTION

TP1 is not an insurance. It is a theft protection that reduces a Renter's responsibility for theft and/or damage caused in case of theft attempt to the rental vehicle or any of its parts. If TP1 is declined by the Renter in his Profile, he will be responsible for the full value of the rental vehicle in case of theft or theft attempt. Purchasing TP1 reduces the Renter's responsibility to a deductible ranging between €850 and €2000 for a daily fee ranging between €5.06 and €17.54 depending on the car type and length of rental, as mentioned in the Reservation. The daily fee excludes VAT and local surcharge. In case of negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

SLP THIRD PARTY LIABILITY

Third party liability insurance is always included as imposed by Belgian law. In case of an accident with Vehicle and the Renter/rightful claimant is to blame, he shall have to pay the excess specified in the Reservation or in case of no agreed amount in the Reservation an excess of 371.84 EUR (excl. VAT) will be applicable

TWP TIRES AND WINDSHIELD PROTECTION

TWP tire and windshield protection waives the Renter's responsibility for any damage to tires and windshield of the rental vehicle to zero. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. TWP ranges between €1.20 and €4.00 per day depending on car type and length of rental, .Daily fee excluding VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse as stated in the T&C's, the Renter stays responsible for the full value of the damage.

ZERO RISK PACK – SCDW + TP2 + TWP

ZERO RISK PACK is a protection product that includes SCDW, TP2 and TWP resulting in an excess of zero, except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans) ,for damage in case of accident, fire or vandalism and/or theft or an attempt of theft of the rental vehicle or any of its parts . Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. ZERO RISK PACK ranges between €6.56 and €23.72 per day depending on car type and length of rental as mentioned in the Reservation. Daily fee excluding VAT and local surcharge. Third party liability excess and administration costs are reduced to zero except if expressly mentioned in the Reservation. In case of violation such as alcohol, drugs or any other misuse, the Renter stays responsible for the full value of the damage. In case of

negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

TP2 THEFT WAIVER

- Reduces excess of TP1 THEFT PROTECTION to zero except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans). Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. TP2 Cost per day ranges between €1.20 and €5.20 depending on car type and length of rental as reflected in the Reservation. Daily fee excluding VAT and local surcharge. In case of negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

CDW2 PARTIAL COLLISION DAMAGE WAIVER

- Reduces excess of CDW1 to partial amount ranging between €300 and €850. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for renters to qualify for this product. Collision Damage Waiver (CDW2) ranges between €11.67 and €21.67 per day depending on car type and length of rental . Daily fee excluding VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse, the renter stays responsible for the full value of the damage.

SCDW SUPER COLLISION DAMAGE WAIVER

- Reduces the renter's responsibility for damage in case of accident, fire or vandalism to the rental vehicle to ZERO except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans). This product includes TWP tire and windshield protection. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for renters to qualify for this product. SCDW rates range from € 5.8 to €20.5 per day depending on car type and length of rental, as mentioned in the Reservation Daily fee excluding VAT and local surcharge. Third party liability excess and administration costs are reduced to zero except if expressly mentioned different in the Reservation. In case of violation such as alcohol, drugs or any other misuse, the renter stays responsible for the full value of the damage.

FUEL OPTIONS

- The renter has to return the car with the same level of fuel as at departure except if he has chosen the option "Prepaid fuel". In this case the renter will pay a fee for the fuel as mentioned in the Reservation and he will not have to return Vehicle with a specific level of fuel.

In case the renter does not choose the "Prepaid fuel " option and the level of fuel is lower at return than at departure he will be considered has having automatically chosen the "Fuel Service" option.

In the latter, he will bear the difference in volume between departure and return at the official fuel price plus a service mark-up of up to 50% and a 12 EUR fixed fee (Excl. VAT) for refueling service .

ONE WAY FEE

National one way rentals (between General Lease NV stations) are free of charge except if mentioned in the Reservation. International one-way rentals are subject to specific terms and conditions which are available at participating rental stations.

(ii) For Rentals Originating in France

1. Renter's Agreement with Owner:

Renter accepts the terms and conditions set out in this Rental Agreement. Please read this Rental Agreement carefully. If there is anything Renter does not understand, please ask any member of Owner's staff.

Renter and Owner are the only parties to this Rental Agreement and Renter is responsible for complying with all the terms of this Rental Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

Owner assures Renter that Owner's vehicle (**Vehicle**) is roadworthy and suitable for renting at the start of the rental period.

This Rental Agreement is the entire Agreement between Renter and Owner concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

2. Rental period:

Owner agrees that Renter may have the Vehicle until the return date specified in the reservation. Owner may agree to extend this rental orally or in writing but the rental period may never be more than three months.

Renter will in such circumstances be obliged to pay the charges referred to in Paragraph 5 or, where no rates are specified in the reservation, Owner's current market day rates that may be obtained from Owner's staff (as well as any other applicable charges referred to in this Rental Agreement) for the days or parts thereof during which

Renter rented the Vehicle. Owner's current market day rates may be more than the day rates Renter originally agreed with Owner. Likewise the average daily cost of other applicable charges (such as optional products) for the reduced rental period may be higher. Renter will also lose the benefit of any "special offer" rates (for example week-end rates that are dependent on hiring the Vehicle for a minimum specified period).

Owner may require Renter to pay an additional deposit if Owner agrees to extend the rental.

Renter can choose to return the Vehicle during Owner's standard office hours before the agreed return date specified in the Reservation and thereby terminate this Rental Agreement early. If Renter has prepaid the rental charges to qualify for a "special offer" rate, Renter agrees no refund will be due for early termination. Otherwise any change to the return date will affect the charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Agreement.

Any administrative steps taken by Owner as a result of an agreed extension to the rental period (including without limitation changes to Owner's records, billing processes, document reference numbers or document dates) shall not affect Renter's responsibilities to Owner under the terms and conditions of this Rental Agreement.

3. Renter's responsibilities:

- a.** Renter must look after the Vehicle and the keys. Renter must always lock the Vehicle and secure all of its parts, namely by closing all openings, after you leave vehicle.
- b.** Renter must not let anyone work on the Vehicle without Owner's permission. If Owner gives Renter permission, Owner will only give Renter a refund if Renter has a receipt for the work.
- c.** Renter must inspect the Vehicle prior to taking possession of it.
- d.** Renter must stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of a fault with the Vehicle.

e. Renter must bring the Vehicle back to Owner by the date and time specified in the Reservation unless otherwise agreed. One of Owner's uniformed staff must see the Vehicle to check that it is in good condition. If Owner has agreed that Renter may return the Vehicle outside business hours, Renter will remain responsible for the Vehicle and its condition until it is re-inspected by a member of Owner's staff.

f. Renter must check that Renter has not left any personal belongings in the Vehicle before Renter brings back the Vehicle.

g. Renter acknowledges that Renter will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, which, by law, is under Renter's responsibility.

4. Use of the Vehicle:

The Vehicle must not be used, other than in normal use of the vehicle, acting with due precaution and discernment:

- a. by anyone other than Renter or any permitted Additional Driver ;
- b. by anyone without a full valid driving license for the class or use of vehicle rented;
- c. for hire or reward;
- d. for any illegal purpose;
- e. for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- f. while under the influence of alcohol or drugs;
- g. outside of the countries allowed by Owner;
- h. overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
- i. to propel or tow any other vehicle or trailer, except for vehicles with a hook - maximum charge €100 per rental;
- j. other than on a paved public highway, private road, or driveway;
- k. to transport substances which may deteriorate the Vehicle or cause undue risks to the Vehicle, passengers or other persons or property;

- l.** in a reckless or negligent manner;
- m.** in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing, movement or parking of aircraft and aerial devices, including any associated service roads, refueling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

5. Charges:

- a.** For all daily items designated as “/day” specified on the Reservation:
 - If the Reservation indicates “day = 24 hour period”, a day is each consecutive full or partial 24 hour period.
 - If the Reservation indicates “day = calendar day”, a day is each consecutive full or partial calendar day.
 - All charges are for a minimum of 1 day.
- b.** For all rental terms shown as “/week” or “/month”:
 - If the Reservation specifies “/week”, a week is 7 consecutive days beginning at the start time of the rental.
 - If the Reservation indicates “/month” a month is 30 consecutive days beginning at the start time of the rental.
- c.** The time charges for the rental period and any extension of the rental period.
- d.** Additional Obligations - Renter shall pay to Owner on demand:
 - All fines and court costs which, by law, are under Renter responsibility, for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, Owner, Renter, any other Authorised Driver or any other driver Renter permitted to use the Vehicle until the Vehicle is returned;
 - A reasonable administration fee for processing any fines or offences against the Vehicle, during the rental period, which, by law, are under Renter’s responsibility;
 - Owner’s costs including reasonable legal fees, allowable by the courts if awarded in Owner’s favour, incurred collecting payments due from Renter under this Agreement;

- A reasonable collection fee of up to €500 if the Vehicle is not returned to the original rental office specified in the Reservation or other office agreed by Owner prior;
 - A cleaning fee of up to €200 if Renter fails to return the Vehicle in a reasonable condition due to normal use and such charge shall be the additional cost to Owner reasonably incurred as a result of such failure;
 - Any recovery fees applied where the damage to, or Vehicle fault, is the result of human error which, by law, are under Renter's responsibility, and is not covered by any manufacturer breakdown programme;
 - The cost to return the level of fuel to its pre-rental level should the vehicle be returned with less fuel than originally rented, unless an optional fuel product was purchased to off-set this cost. Fuel will be charged at the prevailing rate.
- e. In the case of damage to, loss or theft of, the Vehicle or any part or accessory howsoever caused to the Vehicle which, by law, are under Renter's responsibility, Renter shall pay Owner on demand:
- Fair market value of the repair or replacement of the Vehicle or any part or accessory or a repair value calculated by reference to Owner's standard list for minor repairs,
 - Reasonable administration fees of up to €150,
 - Loss of revenue at the daily rate specified in the Reservation (or if no rate is provided, at the €45 per day) based on Owner's loss of income of the Vehicle, not to exceed 30 days, provided that this does not result in Owner being compensated twice for the same loss;
 - A reasonable sum for diminishment of value as determined by an independent Motor Engineer,
 - Towing, storage and impound fees.

Owner shall have the sole right and responsibility to repair the Vehicle and shall, unless Renter has already settled Owner's agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. **Renter's liability for**

damage to, loss or theft of, the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection/Partial Waiver (see Paragraph 8).

f. Renter will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed in this Paragraph 5 pertaining to obligations which, by law, are under Renter's responsibility.

g. Renter is responsible for all charges, pertaining to obligations which, by law, are under Renter's responsibility, even if Renter has asked someone else to be responsible for them or Owner has billed any third party. Renter agrees that Owner will compute and debit final charges from Renter's credit and/or debit card if that is the form of deposit or security being used, as reflected on Member's Profile.

All charges are subject to final audit. Owner will notify Renter by any available means before debiting from Renter's credit and/or debit card charges which are finalised or come to light after the end of the Rental Agreement.

In application of article L441-6 of the code of commerce, in case Renter is a professional, penalties will apply in case of late payment in an amount equal to three and half times the legal interest rate in force accruing from the date such payment was due.

6. Responsibility to third parties:

If Renter and any Additional Driver(s) are in compliance with the terms and conditions of this Rental Agreement, Owner agrees that Renter and any Additional Driver(s) age 21 and over will be entitled to indemnity under Owner's motor fleet insurance policy against claims from a third party alleging injury, death or damage to property as required by compulsory motor insurance legislation currently in force in any jurisdiction in which Renter operates the Vehicle. Renter will be bound by the terms, conditions, limitations, exceptions and exclusions of Owner's policy and may request a copy of Owner's policy from Owner Reg. Office as specified in Reservation.

Renter agrees to fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim and agrees that Owner or they will have the sole right to settle any claim as Owner or they may decide is necessary. Renter agrees that any failure to report a claim within a maximum of 5 (five) days using the European Accident

Report [CONSTAT AMIABLE], failure to cooperate or assist, any fraud or breach of the terms and conditions of Owner's policy, or any breach of Paragraph 4 will invalidate the cover supplied under Owner's motor fleet insurance policy.

7. Damage and theft responsibility:

Except to the extent restricted, modified or limited by law, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Owner will refund Renter in the event Owner recovers any amount relating to the damages. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay Owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages.

Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate specified in the Reservation; (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate specified in the Reservation. Renter also agrees to pay: (a) an administrative fee of €50.00 when the repair estimate is less than €500.00 or €100.00 when the repair estimate is between €500.00 and €1,500.00 or €150.00 if greater than €1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than €499.99. If Vehicle is returned during non-business hours or to any place other than the return location specified in the Reservation, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to a uniformed employee of Owner checking in and inspecting Vehicle is Renter's responsibility.

8. Owner protection products:

a. Damage Waiver (DW): If Renter accepts DW as specified on Renter's Profile, Owner will not hold Renter liable for damage to, loss or theft of the Vehicle, except that Renter will still have to pay the DW excess indicated on the Reservation every time the Vehicle is damaged or stolen or lost. If no DW excess is specified on the Reservation Renter will still be responsible for the first €2600 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection (see 8.b. below). **Renter agrees DW does not exempt Renter from liability for glass damage, tyres, lost keys, key fobs, transponders, Optional Accessories, or caused by: the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.**

b. Excess Protection (EP): If DW has been accepted Renter will remain responsible for any DW excess indicated on the Reservation or, if no DW excess is indicated the first €2600 every time the vehicle is damaged or stolen or lost. If Renter accept EP Owner will reduce Renter's responsibility to the EP excess indicated on the Reservation or, if no EP excess is indicated the first €1200 every time the vehicle is damaged or stolen or lost. **Renter agrees EP does not exempt Renter from liability for glass damage, tyres, lost keys, key fobs, transponders, Optional Accessories, or damage caused by: the use of incorrect fuel: any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.**

c. Partial Waiver (PW): If DW has not been accepted Renter remains responsible for all losses up to the full market value of the vehicle every time the vehicle is damaged or stolen or lost. If Renter declines DW but accepts PW as specified in Renter's Profile Owner will waive Renter's responsibility for the first €1000 of any loss caused by damage to or theft of or loss of the vehicle. **Renter agrees PW does not exempt Renter from liability for glass damage, tyres, lost keys, key fobs, transponders, Optional Accessories, or damage caused by: the use of incorrect fuel:**

any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

d. Tyre, Glass, Roadside Assistance Protection (TGR): If Renter accepts TGR as specified in Renter's Profile Owner will waive Renter's responsibility for the following (i) all recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's Vehicle which is due to driver or renter error (ii) replacement of lost keys (iii) tyre repair or tyre replacement costs (excluding rims) except when part of a larger repair to the Vehicle (iv) glass repair or glass replacement costs except when part of a larger repair to the Vehicle. **TGR does not exempt Renter from these charges if Renter is in breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.**

9. What to do if the Vehicle is in an accident or stolen or lost:

a. Renter must report the accident or theft or loss to Owner within a maximum of 5 (five) days and confirm this in writing using the European Accident Report (Constat Amiable) within a maximum of 5 (five) days.

b. Renter and any driver should collect the names and addresses of everyone involved, including witnesses, and give them to Owner.

c. Renter and any driver must forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

d. Renter agrees to cooperate with Owner and Owner's insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter.

e. Renter must return the original keys to Owner and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or loss.

10. Data Protection:

a. Information contained in the general rental conditions, which are necessary for the proper execution of the lease, may be used for marketing purposes, to

facilitate Owner's trade relations, analyze data, provide and improve Owner's services, charge Owner's goods and services. This information is intended for National Car Rental that can communicate, for the purposes of management, exploration, survey or statistics, to the company [Enterprise Holding Inc.], its subsidiaries and other entities of the Company Group and its suppliers, located in the United States, having adhered to the principles of Safe Harbor, Model Clauses or other appropriate methods as determined by the European Commission and/or applicable EU Data Protection Authorities, ensuring that the transfer takes place under guarantees recognized as giving an adequate level of protection by the French and European legislation on protection of personal data. National Car Rental can, however, provide information on tenants to outside companies for the purpose of commercial prospecting or conducting surveys.

b. Owner company adheres to the rental branch of the National Council of Professions de l'Automobile (CNPA), can transmit personal data in connection with this lease, for their mutual benefit business adhering to the industry, allowing them to legitimately refuse any future rental. If this is the case, Renter will be notified and Renter will have a right of opposition to the registration, access or rectification and / or deletion of Renter's personal data (CNIL deliberation n ° 2006-235 of November 9, 2006) at the Branch landlords NFPC 50 rue Rouget de Lisle - 92158 Suresnes Cedex.

c. Vehicle may be equipped with a system of geographical location activated in case of no return or theft of the Vehicle.

d. Renter has a right to access and correct their personal data and the right to object subject to a legitimate ground to the processing of their data. Renter can exercise the rights or ask not to be contacted for marketing purposes by sending a letter to Owner –27 rue du Colonel Pierre Avia – CS 21601 – 75738 Paris Cedex 15, correcting the Renter's Profile, or by expressing their choices directly to the agent of Owner.

11. Ending the Agreement:

a. Renter may return the Vehicle and terminate this Rental Agreement at any time during the rental period in accordance with and subject to Paragraph 2.

b. Owner may end this Rental Agreement immediately upon the provision of written notice in respect of any material breach of this Rental Agreement. For the

avoidance of doubt, a “material breach” by Renter includes any failure to comply with paragraphs 3, 4 or 5.

c. Upon termination of this Rental Agreement, if Renter fails promptly to return the Vehicle to Owner, Owner may repossess it, and Renter shall be liable for the reasonable costs incurred by Owner in repossessing it.

d. Termination of this Rental Agreement shall not prejudice any of the parties’ rights and remedies which have accrued as at termination and continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

Governing law:

This Rental Agreement is governed by the laws of France and any dispute may be settled in the Courts of France. In this Paragraph 12, “dispute” shall include both contractual and non-contractual disputes.

A reference to a statute or statutory provision in this Rental Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

(iii) For Rentals Originating in Germany

Unless otherwise agreed, the following terms and conditions shall apply to the rental contract between Owner and Renter:

0. Contractual Parties, Transfer of Data

This Rental Agreement is entered into between Renter and Owner. The reservation and contract data will be stored in Enterprise Holdings, Inc.’s central database in the United States to ease future reservations and car rentals of the renter with affiliates of Enterprise Holdings, Inc. for car rentals with the Alamo, Enterprise, and National car rental brands.

I. Renter's Duties

1. Authorization to drive the Vehicle; Vehicle handover; Renter's responsibility to check.

(a) The Vehicle may only be driven by Renter or other permitted drivers with truthful details ("**authorized drivers**") and who are in possession of a driver's license valid in Germany.

- (b) The Vehicle must be handed over to Renter in an immaculate state, complete with toolkit, spare wheel or appropriate means to be used in case of tire breakdowns, warning triangle, and first aid kit. Renter must check the Vehicle's and equipment's condition immediately after handover. If Renter should notice any damages to the Vehicle or other discrepancies, Owner must be notified immediately.
- (c) The Vehicle is equipped according to the Federal Republic of Germany's safety regulations. When traveling abroad, it is Renter's responsibility to obtain information about the safety rules and requirements of the country visited (e.g. safety vests etc.), and to ensure that these requirements are met, at the Renter's own cost.
2. **Limitations of use.** The Vehicle must not be used:
- (a) outside the countries permitted by Owner;
 - (b) by persons evidently under the influence of narcotics, alcohol or drugs;
 - (c) for transporting easily flammable, toxic or otherwise dangerous substances;
 - (d) for illegal purposes, car races, driver and vehicle tests;
 - (e) for towing other vehicles or towing trailers;
 - (f) on unpaved roads, racetracks and test courses;
 - (g) in violation of the legally prescribed safety precautions;
 - (h) for any purpose beyond the predictable and usual use, in particular any careless or reckless use, or intentional damaging of the Vehicle.
3. **Care & custody requirement.** Renter is obliged to check oil and water levels and tire pressure at regular intervals during the rental. The Vehicle must not be left unlocked while unobserved.
4. **Notification requirements.** Renter must notify the police in case of any accident – even if the accident occurs abroad or if no third party is involved – and ensure that the accident and any injuries or damages resulting from it are recorded in a police report. Owner must be notified immediately. Any action which serves to clarify the accident and its cause must be undertaken. Renter is not permitted to give a statement of fault or to anticipate potential liability claims by paying money or by any other actions that could be construed as an acceptance of fault, as this endangers insurance cover.
5. **Additional fees.** If Vehicle use differs from the contractually agreed vehicle use, Renter is obliged to pay, in addition to the agreed cost of rental, additional fees as set out in the price list which is available to Renter before agreeing to the contract. Specifically, such fees apply in the following cases:
- (a) if the Vehicle is driven by an unauthorized driver or by a driver under the age of 21 years;
 - (b) for exceeding the mileage limit if the agreed rate only includes a limited number of miles/kilometers;
 - (c) if Renter uses the Vehicle outside the countries permitted by Owner;
 - (d) if Renter fails to return the Vehicle after the end of the agreed rental period; in this case Owner reserves the right to claim additional compensation for damages.
6. **Flat fees for damage and labor compensation in case of traffic offences or minor damage.** Owner is entitled to charging the following flat-rate damage/labor compensation fees; in all of these cases, Renter retains the right to prove that smaller or no damages were incurred:

(a) for processing any traffic violations that Renter or a third person to whom Renter left the Vehicle for use, committed culpably while using the Vehicle. The fee amounts to up to EUR 30.00 per violation on top of the costs advanced by Owner.

(b) a flat-rate repair fee for minor damage to the Vehicle which Renter or a third person to whom Renter left the Vehicle for use, committed culpably during the rental period.

7. Vehicle return.

(a) After the end of the rental contract or after the end of the agreed rental period, Renter is obliged to return the Vehicle. Tacit extension of the rental contract by continuation of use as described by § 545 BGB (German Civil Code) is expressly excluded. Owner reserves the right to demand an early return of the Vehicle if a material reason for such an early return exists.

(b) Renter is obliged to return the Vehicle to the agreed Owner return location, during opening hours. If Owner has expressly permitted a return outside opening hours, the vehicle key must be placed in the key safe deposit box or another device as named by Owner, and the Vehicle must be parked on the Owner's premises or in another location named by Owner.

(c) The Vehicle must be returned in a clean and serviceable state. If the Vehicle is soiled or otherwise compromised due to use in contravention of the Rental Agreement, e.g. smoking in our non-smoking vehicles, Renter must pay the cost of cleaning.

(d) If any valuables are found in the Vehicle after its return, Owner shall notify Renter and ask him to pick them up. After three months, items will be disposed of.

8. Refueling/Fuel Charges. The Vehicle must have the same fuel level upon return as it did upon rental. Proof of refueling must generally be provided in the form of a refueling receipt from a gas station located near the agreed return location of the Vehicle. Renter must show the receipt when returning the Vehicle or leave it inside the Vehicle in an easily visible place. In case of insufficient fuel level, Renter is liable to pay the cost of fuel and refueling service. If the Vehicle's fuel level upon return is higher than it had been upon rental, a refund will not be issued.

II. Insurance and additional services offered

1. Third-party insurance. The rental rate includes a vehicle third-party insurance policy compliant, at a minimum, with current legal requirements. This does not cover any injuries to the passengers, damages to the Vehicle itself, or damages to any items kept in or on the Vehicle.

2. Additional insurance. For additional, optional insurance coverage, Renter may take out Personal Accident Insurance (PAI) and/or Personal Effects Cover (PEC). By indicating on Renter's Profile, Renter undertakes to pay the associated fee.

3. Roadside assistance protection (RAP). Owner provides roadside assistance to Renter. This includes a 24-hour emergency service including provision of a replacement vehicle in case of lost vehicle key, shipping of the key, on-site assistance in case of tire breakdowns, towing service, forced unlocking of the Vehicle if the keys are locked inside, jump-start assistance, and refueling service up to 5 liters. Roadside assistance is

available in almost all European countries; the current list of countries is available at the rental branch at the time of rental. By indicating on Renter's Profile, Renter undertakes to pay a flat-rate fee that covers all roadside assistance services. Roadside assistance is also available without payment of this flat-rate fee; it will then be billed according to actual costs incurred for each assistance service rendered.

III. Renter Liability

1. Full liability. Renter is liable for any damage culpably caused by him or by any other authorized drivers, especially for damage to the Vehicle, damage arising from loss of the Vehicle and from loss of its use. In case of any damage arising from culpable non-compliance with the Rental Agreement, Renter is liable for all damage caused by this non-compliance in accordance with the legal liability regulations. If Renter leaves the Vehicle to a non-authorized driver, he shall be liable for any damage caused by this non-authorized driver while using the Vehicle, unless the damage is not related to the fact that the Vehicle was left to a third party.

2. Damage Waiver. If the parties agree on a damage waiver as indicated on Renter's Profile, then Owner shall only hold Renter liable for accident damage up to this agreed amount for each accident/incident, and shall otherwise indemnify him against any other claims. Accident damage is defined as damage caused by a sudden event acting immediately from outside with mechanical force; specifically, braking damage, operational damage, and pure breakage damage do not constitute accident damage.

3. Inapplicability of Damage Waiver. The above Damage Waiver is void if Renter caused the damage intentionally.

4. Partial inapplicability of Damage Waiver. If Renter caused the damage through gross negligence, Owner is entitled to hold Renter liable beyond the agreed Damage Waiver amount, but only pro-rata according to the level of culpability. This also applies in cases where Renter grossly neglected his duties according to this Rental Agreement if such neglect of duties was cause for the damage.

5. Inapplicability of Damage Waiver in case of violations of the duty to involve the police. The Damage Waiver is completely void if Renter has intentionally violated his duty to involve the police in accordance with Section I Paragraph 4 of this Rental Agreement. In cases of gross negligence, the Damage Waiver will be reduced pro-rata according to the level of culpability, whereas Renter shall bear the burden of proof that it is not a case of gross negligence. This Paragraph 5 shall not apply unless the violation of the duty to involve the police has consequences for either the occurrence or the investigation or clarification of the damage.

IV. Limitation of Time

If the accident involving the rental vehicle is reported by the police, the limitation of time on any potential damage claims against the Renter only begins when Owner has had the opportunity to view the police file; six months after return of the Vehicle at the latest. Owner will notify the renter immediately of the time the police file was viewed.

V. Owner Liability Limitations

Owner is liable only for gross negligence and deliberate acts as well as in cases of violation of material contractual obligations, compliance with which would allow the appropriate transaction of the contract in the first place and compliance with which Renter can regularly expect ("cardinal obligations"). In cases of slight neglect of a

cardinal obligation, Owner's liability is limited to damages which are typical for this kind of contract and which could have been foreseen at the time of rental. The above named liability limitations or exclusions do not apply in case of malicious concealment of defects, in case of issuing of a guarantee, in cases of liability resulting from the Product Liability Act (*Produkthaftungsgesetz*), and in case of damage to body, life, or health. The same applies for the liability of employees, representatives, or agents of Owner.

VI. Personal Data

The protection of Renter's data is important to Owner. Owner only processes and uses Renter data in compliance with applicable laws. Renter understands that Owner uses a central data base as further described in Section 0, above. For additional information please confer the Privacy Policies available at www.nationalcar.de or www.nationalcar.com. Questions regarding your personal data should be addressed to the data protection officer at the company headquarters, Mergenthaler Allee 35 -37, 65670 Eschborn, Germany.

VII. Jurisdiction, Applicable Law

- 1. Jurisdiction.** The place of jurisdiction for both parties and all claims from and in connection with this contract is Frankfurt am Main, if the Renter is a commercial entity or if he has no general place of jurisdiction within Germany.
- 2. Applicable law.** German law applies.

Registered office: Eschborn; Local Court: Frankfurt am Main
Trade registry number: HRB 56981; Director: William W. Snyder

(iv) For Rentals Originating in Ireland

1. Renter's Agreement with Owner:

Renter accepts the terms and conditions set out in this Rental Agreement. Please read this Agreement carefully. If there is anything Renter does not understand please ask any member or staff of Owner.

Owner and Renter are the only parties to this Rental Agreement and Renter is responsible complying with all the terms of this Rental Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

Owner assures Renter that our vehicle (**Vehicle**) is roadworthy and suitable for renting at the start of the rental period.

This Rental Agreement is the entire Agreement between Renter and Owner concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

2. Rental period:

Owner agrees that Renter may have the Vehicle until the return date specified on the Reservation. Owner may agree to extend this rental orally or in writing but the rental period may never be more than three months. Owner may require Renter to pay an additional deposit if Owner agrees to extend the rental. Renter can choose to return the Vehicle during Owner's standard office hours before the agreed return date specified on the Reservation and thereby terminate this Rental Agreement early. If Renter has prepaid the rental charges to qualify for a "special offer" rate, Renter agrees no refund will be due for early termination. Otherwise any change to the return date will affect the charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Agreement. Any administrative steps taken by Owner as a result of an agreed extension to the rental period (including without limitation changes to Owner's records, billing processes, documents reference numbers or document dates) shall not affect Renter's responsibilities to Owner under the terms and conditions of this Rental Agreement.

3. Renter's responsibilities:

a. Renter must look after the Vehicle and the keys or other device which unlocks the Vehicle and/or enables the Vehicle to be started. Renter must always lock the Vehicle and secure all of its parts when it is left unattended.

b. Renter must not let anyone work on the Vehicle without Owner's permission. If Owner gives Renter permission, Owner will only give Renter a refund if Renter has a receipt for the work.

c. Renter must inspect the Vehicle prior to taking possession of it and Renter must return the Vehicle to Owner in the same condition received by Renter.

d. Renter must stop using the Vehicle and contact Owner as soon as Renter becomes aware of a fault with the Vehicle.

e. Renter must bring the Vehicle back to Owner by the date and time specified in the Reservation unless otherwise agreed. One of Owner's staff must see the Vehicle to check that it is in good condition. If Owner has agreed that Renter may return the Vehicle outside business hours or if Renter chooses to leave the Vehicle with a third party Renter will remain responsible for the Vehicle and its condition until it is re-inspected by a member of Owner's staff.

f. Renter must check that Renter has not left any personal belongings in the Vehicle before Renter brings back the Vehicle. To the extent that any personal belongings are left in the Vehicle, Owner accepts no responsibility in respect of any loss of or damage to such belongings and Renter agrees to hold Owner harmless in any such event.

g. Renter acknowledges that he/she will be liable as the owner, driver or operator of the Vehicle for:

- Any fixed penalty committed with respect to the Vehicle and any charges incurred under the Road Traffic Acts 1961 to 2014;
- Any excess charge or penalty charge for parking which may be incurred in pursuance of any by-laws made pursuant to section 36 and section 26A of the Road Traffic Act, 1994;
- Any charges and penalty notices incurred under a tolls scheme established pursuant to the Road Acts 1993 (as amended); and
- Any other road traffic order in effect in any jurisdiction where the Vehicle is driven.

4. Use of the Vehicle:

The Vehicle must not be used

a. by anyone other than Renter or any additional driver permitted by Owner to use the Vehicle;

b. by anyone without a full valid driving license for the class or use of vehicle rented;

c. for hire or reward;

d. for any illegal willful or deliberate purpose causing injury, loss or damage to property or person;

e. for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;

f. while under the influence of alcohol or drugs;

g. outside of the Republic of Ireland and Northern Ireland unless Owner has given Renter written permission;

h. overloaded with more passengers than seat belts or to transport children without the legally required car seats;

i. to propel or tow any other vehicle or trailer;

j. other than on a paved public highway, private road or driveway;

k. to transport dangerous or noxious substances;

l. in a reckless manner; and

m. in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing movement or parking of aircraft and aerial devices, including any associated service roads, refueling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

5. Charges:

a. For all daily items designated as "/day" on the Reservation:

- If the Reservation indicates "day = 24 hour period", a day is each consecutive full or partial 24 hour period.

- If the Reservation indicates "day = calendar day", a day is each consecutive full or partial calendar day.
 - All charges are for a minimum of 1 day.
- b.** For all rental terms shown as "/week" or "/month" on the Reservation:
- If the Reservation indicates "/week" a week is 7 consecutive days beginning at the start time of the rental.
 - If the Reservation indicates "/month" a month is 30 consecutive days beginning at the start time of the rental.
- c.** Renter agrees to pay Owner the following charges:
- The time charges for the rental period.
 - The kilometres charge for all kilometres exceeding the free kilometres specified on the Reservation permitted for the rental period.
 - Charges for any optional services or products which Renter chose to accept, including Damage Waiver, Excess Protection/Partial Waiver and Road Assistance Protection.
 - A refueling charge at the rate specified in the Reservation. If based on consumption, for the difference in fuel level if the Vehicle is returned with less fuel than when rented. Renter will not receive a refund if the Vehicle is returned with more fuel than when Renter received it.
- d.** Additional Obligations - Renter shall pay to Owner on demand:
- All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, Renter, another authorised driver or Owner until the Vehicle is returned, unless caused through Owner's fault.
 - A reasonable administration fee for processing any fines or offences against the Vehicle Renter or Owner during the rental period, unless caused through Owner's fault.

- Owner's costs including reasonable legal fees where permitted by law, incurred collecting payments due from Renter under this Rental Agreement.
- A reasonable collection fee of the Vehicle is not returned to the original rental office specified on the Reservation.
- A cleaning fee if Renter fails to return the Vehicle in a reasonable condition and such charge shall be the additional cost to Owner reasonably incurred as a result of such failure.
- A refueling service charge which will be based on the rates specified on the Reservation or at the rental branch Renter rented the vehicle from (or both) if Renter did not return the Vehicle to Owner with the agreed amount of fuel unless an optional fuel product was purchased to waive this charge.
- In the case of damage to, loss or theft of, the Vehicle or any part or accessory howsoever caused to the Vehicle unless caused through our Owner's fault:
 - Fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by reference to Owner's standard list for minor repairs.
 - Reasonable administrative fees.
 - Any excess which is due under the terms of Renter's insurance policy or this Rental Agreement, Renter agrees that any excess collected may be held by Owner for up to 90 days pending our confirmation to Renter of Owner's losses caused by the loss of or damage to Owner's Vehicle.
 - Loss of revenue at the daily rate specified in the Reservation (or if no rate is specified in the Reservation at the standard daily rate for the Vehicle provided) based on Owner's loss of income or the

Vehicle, not to exceed 30 days, provided that this does not result in Owner being compensated twice for the same loss.

- A reasonable sum for diminishment or value.
- Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle.

Owner shall have the sole right and responsibility to repair the Vehicle and shall, unless Renter has already settled Owner's agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. Renter's liability for damage to loss or theft of the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection/Partial Waiver and/or Roadside Assistance Protection.

- Any recovery fees applied where the damage to, or Vehicle fault is the result of human error and is not covered by any manufacturer breakdown programme.

e. Renter will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed above.

f. Renter is responsible for all charges, even if Renter has asked someone else to be responsible for them. Renter agrees that Owner will compute and debit final charges from Renter's credit and/or debit card if that is the form of deposit or security being used, as specified in Renter's Profile. All charges are subject to final audit. Owner will try to notify Renter before debiting from Renter's credit and/or debit card charges which are finalized or come to light after the end of the Rental Agreement.

6. Responsibility to third parties:

a. **Responsibility to third parties:** If Renter has elected to use Renter's own insurance Renter must keep the Vehicle insured against third party liabilities as required by the Road Traffic Acts 1961 to 2011 or any other legislation currently in force in any jurisdiction in which Renter operates the Vehicle. Renter is responsible for complying with the terms of Renter's insurance policy. If the insurance Renter has arranged does not pay any third party the damages they are entitled to, Owner and/or

Owner's insurers may be required to pay them. If this happens Renter will have to repay this amount and any other costs incurred in handling the claim on demand. Renter agrees to fully co-operate and assist Owner and its insurers in the investigation of any third party claim even if Renter has elected to use Renter's own insurance.

b. Damage and theft responsibility: If Renter also declines Damage Waiver as specified on Renter's Profile Renter must keep the Vehicle insured against damage to, loss or theft of the Vehicle up to the fair market value of the Vehicle. Renter is responsible for complying with the terms of Renter's insurance policy. If the Vehicle is damaged, lost or stolen and Damage Waiver is declined or does not apply (see Paragraph 8.a.) Renter must allow Owner to make a claim under any policy in Renter's name. If Renter also declines Excess Protection/Partial Waiver/Roadside Assistance Protection on Renter's Profile or they do not apply (see Paragraph 8.b. and 8.c.) Renter agrees to pay Owner on demand the appropriate excess as stated in Renter's insurance policy. If the insurance Renter has arranged does not pay Owner any charges outlined in Paragraph 5.d. Renter is still responsible for paying Owner all outstanding charges on demand. If Renter has paid Owner everything required under this Agreement and Owner later recover all of its losses from a third party Owner will refund Renter any excess.

7. Our third party liability insurance:

Unless Renter has elected use Renter's own insurance Renter and any drivers permitted to use the Vehicle while using the Vehicle in Ireland and/or Northern Ireland will be entitled to cover as a co-insured (but not a policyholder) under Owner's motor vehicle fleet insurance policy against claims from a third party alleging injury, death or damage to property, Road Traffic (Northern Ireland) Order 1981 (as supplemented and amended from time to time) or other legislation. Renter will be bound to the terms, conditions, limitations, exceptions and exclusions of this policy and may request a copy of this policy from Owner's registered office as specified in the Reservation.

Renter agrees to fully co-operate and assist Owner and Owner's insurers in the investigation of any third party claim and agrees that Owner or they will have the sole right to settle any claim as Owner or they may decide is necessary. Renter agrees

that any breach of Paragraph 4 will invalidate the cover supplied under the policy. If Renter provides false information in relation to any third party claim, or if Owner or its insurers suspect fraud, Owner may notify fraud prevention agencies and databases, and Renter may be prosecuted.

8. Owner's protection products:

a. Damage Waiver (DW): If Renter or Renter's Profile accepts DW , Owner will not hold Renter liable for damage to, loss or theft of, the Vehicle, except that Renter will still have to pay the excess indicated in the Reservation every time the Vehicle is damaged or stolen or lost. If no excesses are indicated the Reservation Renter will still be responsible for the first €2500 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection/Partial Waiver and/or Roadside Assistance Protection (RAP) (see 8.b. and 8.c. below). Renter agrees DW does not exempt Renter from liability for damage caused by; the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

b. Excess Protection (EP)/Partial Waiver (PW): If Renter or Renter's Profile accepts EP Owner will waive Renter's responsibility for €1500 of any loss caused by damage to, or theft of or loss of the Vehicle. If Renter or Renter's Profile accepts PW on Renter's Profile, Owner will waive Renter's responsibility for €700 off any loss caused by damage to or theft or loss of the Vehicle. If DW has been accepted Renter will remain responsible for the excesses indicated in the Reservation or, if no excess is indicated the first €2500 every time the Vehicle is damaged or stolen or lost. If Renter accepts EP/PW and DW has not been accepted Renter remains responsible for all losses above €1500 if Renter has accepted EP or €700 if Renter has accepted PW up to the full market value of the Vehicle every time the Vehicle is damaged or stolen or lost. Renter agrees that EP/PW does not exempt Renter from liability for damage caused by; the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measure to look after and secure the Vehicle or the

keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

c. Roadside Assistance Protection (RAP): If Renter or Renter's Profile accepts RAP Owner will waive all of Renter's responsibility for the following (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle (ii) replacement key costs (iii) glass repair or glass replacement costs except when part of a larger repair to the vehicle (iv) all recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's vehicle which is due to driver or renter error. RAP does not exempt Renter from these charges for damage caused by the use of incorrect fuel any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or running out of fuel more than once.

9. What to do if the Vehicle is in an accident or stolen or lost:

a. Renter must report the accident or theft or loss to in writing as soon as reasonably possible.

b. If Renter has elected to use Renter's own insurance Renter must notify Renter's insurers and confirm to Owner that such notice has been given as soon as reasonably possible.

c. Renter or any driver must not admit responsibility to anyone in relation to the accident.

d. Renter and any driver should collect the names and addresses of everyone involved, including witnesses and give them to Owner.

e. Renter and any driver must forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

f. Renter agrees to cooperate with Owner and its insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter.

g. Renter will forthwith on demand fully and effectually indemnify Owner against all losses, liabilities, costs, actions, claims or demands which Owner may incur or

have brought or made against Owner in relation to the Vehicle or its use and which are not recoverable under a policy of insurance whether the same is effected by Renter or Owner.

h. Renter must return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or lost.

10. Information:

a. Renter indicates Renter's consent and agreement that Owner or any subsidiary, parent company or subsidiary of Owner's parent company, whether in the EU or the USA or elsewhere may:

- store Renter's personal data that relates to any incident arising from Renter's dealings with Owner if Owner think that, as a result of such incident, Renter could be a risk for future rentals. Owner may refer to such data when Renter contacts Owner to seek future rental services. For example, Owner will record data about Renter's failure to pay, theft of or damage to a vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if Renter has driven under the influence of drugs or alcohol. Such data is stored separately from Owner's general client database though the databases are linked. If Owner records any such data against Renter's name and Renter later seeks to rent another vehicle in the UK or elsewhere, a decision will be made by Owner's authorised employees as to whether the rental may proceed;
- process any personal data given by Renter or obtained for the purposes of keeping of accounts and records in connection with this Agreement and its performance and, unless Renter withdraws Renter's agreement in the manner provided for in paragraph (d) below, marketing generally of other products and services offered by Owner;
- verify personal, driving and credit information provided by Renter and any Additional Authorised Driver through credit agencies, local authorities or other sources;

- process the data in the EU and the USA or elsewhere and make it available to Owner, any subsidiary, any parent company, or any subsidiary of a parent company and any third party, sub-contractor or agent for all such purposes as may be required in connection with the performance of this Rental Agreement, including but not limited to the processing or payment of toll charges;
 - provide Renter's personal data to third parties to carry out customer satisfaction surveys on our behalf;
 - provide the data to National Roads Authority or other government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period;
 - provide details or any accidents in which Renter or any Additional Driver of the Vehicle are involved to relevant insurance databases;
- b.** Renter agrees if Renter breaks the Rental Agreement, Owner can give this information to the Motor Tax office, debt collectors and any other relevant organization;
- c.** Renter has a right to apply for a copy of the information held by Owner about Renter (for which a small charge, not exceeding €6.35, may apply) and Renter has a right to have any inaccuracies in Renter's information corrected. Please send Renter's request in writing (and any other queries concerning Renter's personal data) to the data controller as specified in the Reservation;
- d.** Owner shall use Renter's personal data in accordance with the consent(s) that Renter has provided to Owner at the point of sale. If Renter does not agree to his/her personal information being used for marketing purposes contact the data controller at the registered office specified in the Reservation;
- e.** Information collected will be used for the purposes encompassed in the current Privacy Policy that can be accessed at www.nationacar.com or by written request from the data controller specified in the Reservation;
- f.** The Vehicle may be equipped with a tracking device and/or a telematics system. Renter acknowledges that such systems utilise mobile telephone, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be

guaranteed. Renter authorizes Owner and our appointed providers to use and access location information and automatic crash notification concerning Renter for use in the operation of an automatic crash notification system and use of the Vehicle location system for legitimate reasons (such as to investigate a lost or stolen Vehicle or to cooperate with law enforcement authorities). Renter accepts that a tracking device may alert Owner if the Vehicle enters any designated area (such as a port) so we are aware if the Vehicle may be transferred abroad, if the Vehicle is driven at very high speeds, or for other security or safety reasons. Owner is not obliged to use or ensure the proper operation of any tracking device or telematics system in the Vehicle; and

g. When Renter uses any satellite navigation or Infotainment system in this Vehicle, Renter is responsible for any information that is stored in the systems as a result of Renter's use. Owner cannot guarantee the privacy or confidentiality of such information and Renter must wipe it before Renter returns the Vehicle to Owner. If Renter does not do this, the next user of the Vehicle will be able to access this information.

11. Ending the Agreement:

Owner may end this Rental Agreement straight away if Renter breaches any provision of Paragraph 4 or for any other serious breach of this Rental Agreement. Owner retains any other rights and remedies provided by law. Owner can repossess the Vehicle and charge Renter if Owner does this and Renter will not have any right to compensation. If Renter continues to operate the Vehicle after the right to do so is terminated, Renter agrees Owner has the right to notify An Garda Síochána or the police that the Vehicle has been stolen. Renter hereby releases and discharges Owner from any liability arising from such notice.

12. Indemnity:

Upon demand from Owner, Renter agrees to defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims and demands (to include reasonable costs and expenses arising therefrom) incurred by Owner in any manner (save where caused by Owner) from this rental transaction or from the use, or operation of the Vehicle by any party, including claims of, or liabilities to third parties,

and agrees to present a claim to Renter's insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses.

13. Governing law:

This Rental Agreement is governed by and constructed in accordance with the laws of Ireland. All disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the Irish courts. For the purposes of this Rental Agreement, Ireland or the Republic of Ireland means Ireland excluding Northern Ireland. A reference to a statute or statutory provision in this Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

14. Feedback, comments and complaints:

A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from its registered office.

(v) For Rentals Originating in Italy

1. The National Car Rental Franchisee - Locauto Rent - (hereinafter called "Owner") shall consign to the lessee (hereinafter called "Renter") the vehicle specified on the reservation in good conditions.

Vehicle, unless otherwise specified in the reservation, is provided with a full tank of fuel, and must be returned at the end of the rental with the same amount of fuel. Should the Renter purchase the Fuel Prepaid Option service, he can return the vehicle with any level of fuel; the fuel not consumed will not be refunded. The vehicle is provided with the following accessories: warning triangle, standard tools kit, spare tyre or inflate kit, reflecting jacket, insurance green card, and all the documentation necessary for the circulation of the vehicle, including the insurance certificate and the related sticker, other than any other accessories listed on the Reservation.

Upon delivery of the vehicle, Renter has the responsibility to check the status of the vehicle jointly with the car rental location staff, and is required to promptly report any damage or faults visible from outside and inside the vehicle not recorded on the form (the so-called "Check-out"). By signing the Check-out form, Renter acknowledges that he has received the vehicle in good working order and in any case in conditions complying with the conditions stated in the signed form.

Upon return of the Vehicle, Renter has the responsibility to check the status of the Vehicle jointly with the car rental location staff. Otherwise, the customer recognizes the correctness and validity of the check carried out by the car rental location staff.

Renter declares to have read and to have received the required explanations and, therefore, to know and accept the Rental Agreement.

2. Owner guarantees that a liability insurance policy with a maximum higher than the limits prescribed by law has been subscribed. The insurance policy does not cover neither injuries suffered by the driver nor injuries due to Renter's liability, as specified in the policy terms and conditions whose excerpted clauses and conditions relevant for the purposes of this agreement are excerpted and available on www.locautorent.com and upon Renter's request, in hard copy at each rental station of Owner in Italy.

By agreeing to this Rental Agreement, Renter declares to know, accept and undertake to respect the above mentioned clauses and conditions. By Renter's request, Owner is willing to provide an additional Protection Against Injuries service (PAI) covering the driver for personal injuries, within the limits and the conditions available on www.locautorent.com and upon Renter's request, in hard copy at each rental station of Owner in Italy. Renter, declares to know, accept and undertake to respect those clauses. This additional service erases also the liability for damages related to injuries, caused to the interior of the vehicle.

3. Owner shall refund Renter for all mechanical repairs in consequence of breakdowns, on condition that they have happened in Italy and authorized in writing by Owner beforehand and invoiced to Owner accordingly.

4. Renter shall pay Owner:

a) at the car pick up: the deposit indicated, according to the rented car group, in the Rental Special Conditions available on the website www.locautorent.com and displayed on the reservation, at the section Deposits and Payments; the rental rate indicated on the Reservation, other than any extra services required by Renter, when agreeing to this Rental Agreement, as indicated on the Reservation, at the section Subscribed costs and services details.

b) at the car drop off: the amount necessary to restore the original fuel tank level, other than the refueling service; this obligation is waived when Renter has purchased the Fuel Prepaid Option service; the excess related to damage and theft other than the related management fee; any eventual extra day charges; the delivery to a location different from the one of pick up (one way fee); the use of snow chains; the roadside assistance, any penalties indicated in the Special Rental Conditions, where applicable, and any other amounts deriving from any kinds of services used by the Renter. The drop off must be made within 24 hours or multiple of the date and time of delivery. Delays of more than 59 minutes will result in a surcharge of an additional rental day on top to the rate paid for the single day, increased by 50%; for delays of more than 24 hours, an amount equal to the rate paid for a single rental day or part of a day, increased by 100%, will be charged.

c) after the car drop off: all expenses referred to any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts deriving from other services used by the Renter, as indicated in the Special Rental Conditions.

The Renter and the Renter's joint guarantor using a credit card for payment, accept that all the above-mentioned charges and any delayed charges, other than the ones described at point 8 of the Rental Agreement, be debited to the credit card specified in Renter's Profile. Debit cards and/or pre-paid cards (e.g. Visa Electron), ATM cards and cash are not accepted as method of payment. Renter producing a pre-paid voucher is bound jointly

and severally with the issuing subject, in case of insolvency on the part of the issuing subject. The Renter is in any case bound to pay to the Owner all the extras specified in the Reservation.

5. The Renter and the Renter's joint guarantor agree that:

a) all the owed charges, directly and indirectly deriving from the rental, even after the billing, be debited to the credit card indicated in Renter's Profile;

b) in case of pre-paid rental, all the charges referred to the extras not included in the pre-paid rate be debited;

6. Renter recognizes to not have any rights on the vehicle, or the accessories supplied, and therefore he acknowledges he can't dispose of it in any way, not even by way of pledge.

7. Renter shall not use or drive the Vehicle nor allow that someone else use or drive the vehicle:

a) in a country not included in the following list: Italy, Vatican City, San Marino, France, Spain, Andorra, Gibraltar, Portugal, United Kingdom, Ireland, Germany, Belgium, Holland, Luxembourg, The Principality of Monaco, Switzerland, Austria, Norway, Sweden, Finland, Denmark, Liechtenstein, Slovenia, Croatia, Montenegro, Czech Republic, Slovakia.

b) for transport of persons or goods on behalf of third parties;

c) for hire;

d) for pushing or towing any vehicles;

e) under the influence of drugs, intoxicants, alcoholic drinks, narcotics, or any other substances that could reduce man's capability to think and act;

f) for participating in any race competitions or speed tests;

g) for any illegal purposes or violation of the applicable laws and in any case of violation of the road regulation of the country in which the Vehicle is driven.

h) along uneven, unsurfaced, not public or country roads;

- i) by any persons acting not in conformity with the applicable laws or regulations;
- j) by any persons not indicated on the the Rental Agreement or by Owner;
- k) for the expatriation of the vehicle on export basis;
- l) for driving lessons or driving practices;
- m) by any persons who has given to the Owner false personal details;
- n) by persons aged less than 19 and/or provided with a driving license with less than 1 year minimum validity, and by persons aged over 74; for engines major than 1.8 c.c petrol and major than 2.0 cc diesel engines, by persons aged less than 27 and with a driving license with less than 5 years minimum validity;
- o) by persons without a driving license valid in the country in which the vehicle is driven.

Save the proof of art. 1588 c.c., the violation of even one of the above obligations, and of the rules of the Highway Code and/or behaviors different or contrary to the diligence of a good father of a family, will lead the charge to the Renter for any damages caused to the Vehicle. In the event of impounding of the vehicle, the Renter undertakes to pay the Owner, in addition to the agreed rental fee, an amount equal to the rate paid for the single day increased by 50%, until the day on which the Authority will release the vehicle to the Owner.

8. Renter shall undertake:

- a) to provide correct personal details, age, address, and possession of the driving requisites prescribed by law; the Renter also undertakes to provide to the Owner a phone number and an e-mail address in order to ensure his availability in accordance with the purposes specified in this Rental Agreement;
- b) to drive the vehicle and to look after it together with its accessories, in an accurate way and in conformity with the applicable laws;
- c) to ensure the ordinary maintenance of the vehicle, by greasing it and adjusting the level of all lubricants', the brakes' fluid and the tyres pressure.

d) to pay all expenses referred to any traffic fines, unpaid tolls and park-tickets connected with the rental, and to refund any expenses being sustained by Owner, other than management fees, as per the Rental Special Conditions;

e) to exonerate Owner from any claims advanced from third parties because of injuries suffered by their personal properties or, in any case, properties transported in the vehicle.

f) to verify and sign the "Check-in" form indicating the vehicle conditions at the time of return; a failure in signing the "Check-in form" will deprive the Renter of the right to raise further objections related to possible damage charges;

g) to sign the form in which he states explicitly to not have suffered or caused any accident, even minor, in order to allow the Owner to protect their rights against frauds or unsubstantiated claims;

h) to return the vehicle to the same location and on the same date and time specified in the Reservation, in the same conditions and with the same equipment as at the time of pick up;

i) to pay a surcharge in case of delivery to a location different from the one of pick up (one way fee);

l) to return the vehicle as soon as the Owner should request it; in case of failure to return it, the Owner will be entitled to recover the possession of the vehicle with all means, even against Renter's will, and completely at Renter's expenses.

m) the Renter acknowledges that the rental shall start on the date and time when the vehicle and its keys are delivered by Owner and that it shall end on the date and time when the vehicle and its keys are returned to Owner. In case the Renter returns the vehicle outside the business hours or leaves the keys into the "key-box ", the rental shall end on the date and time when the office opens again; along with the keys, the Renter must enter in the above mentioned "key-box" a signed statement indicating the place and time of delivery, the mileage, the fuel level and any damage caused to the vehicle. Furthermore, the Renter is in any case held liable for any damages found out on the vehicle at the opening time of the office; Renter is also liable for the appropriation of the

vehicle or parts of the vehicle (windscreen wiper, antenna, lighter, etc.) by any third parties and for any reasons, other than for the keys left in the "key-box".

9. Renter shall compensate Owner for any damage or theft, even partial, save the proof of art. 1588 c.c.

Renter is always fully responsible of the damage caused to Owner, regardless of the provisions below, if at least one of the following circumstances happens:

1. violation of government regulations and/or the Highway Code of the State where the vehicle is driven
2. use of the Vehicle for a purpose contrary to the law
3. use of the Vehicle in violation of the provisions of art. 7 of these General Conditions
4. Vehicle returned damaged without complaint stating how the accident happened and related documents, including C.A.I. form (friendly accident ascertainment)
5. failure to timely notify the competent authorities in case of total or partial theft or vandalism

and those circumstances are proven by fine and/or Renter statement and/or C.A.I. form and/or ascertainment by the insurance companies.

Except to the above cases, in case of accident, Renter participates to the loss suffered by Owner as follows:

- a) for the full amount of damage to lights, windows, tires, rims, wheels, roof, underbody and interior of the Vehicle and mechanical parts, as well as to damage caused by weather, natural disasters and riots; for damage to other parts of the car, Renter participates for the maximum amount indicated as "damage excess" in the Reservation.
- b) when purchasing "Zero Excess Package" (ZEP), Renter limits the participation to the loss suffered by Owner to the full amount of damage to lights, windows, tires, rims, wheels, roof, underbody and interior of the Vehicle and mechanical parts, as well as to damage caused by weather, natural disasters and riots
- c) when purchasing "Super Zero Excess Package" (Super ZEP) in addition to ZEP, Renter further limits the participation to the loss suffered by the Owner for the entire amount of damage caused to interior of the Vehicle, natural disasters and riots

In case of total or partial theft, regularly reported to the competent authorities, Renter participates to the loss suffered by Owner for the maximum amount indicated as "theft excess" in the Reservation; when purchasing "Zero Excess Package" (ZEP), Renter eliminates his participation to the loss suffered by Owner.

Notwithstanding the above provisions, what indicated in the Reservation, in case of total or partial theft occurred in the regions of Campania and Puglia, regardless of the rental location where the rental has started, the theft excess is doubled; when purchasing ZEP service, Renter is liable to Owner for a maximum amount equal to the amount indicated as “theft excess”, and in any case for a value not less than € 1,800. Moreover, in case of total theft, Renter will compensate Owner for the amount corresponding to the full tank of fuel.

The damages are qualified and quantified according to the “Locauto Rent Damage Rate Table”, available on the website www.locauto-rent.com and in hard copy at each rental location, whose rates and application procedures are part of this contract. Where such qualification and quantification is not possible, Owner provides to charge the amount specifically estimated.

Owner reserves the right not to repair the car immediately if the damage caused by Renter does not compromise its functionality.

10. In the event of accident, the Renter is obliged to:

a) inform immediately the Owner and send him the C.A.I. form thoroughly filled in within 24 hours or, in the absence of C.A.I. form, a detailed event report;

b) inform the nearest police authority;

c) not release any liability admission/declaration under any circumstances;

d) take note of the details of all parties involved in the accident, eventual witnesses and also insurance companies (name, number of policy, agency) of all vehicles involved;

e) provide the Owner with any other useful information;

f) follow Owner's instructions concerning the provision to be made for the custody or the repair of the vehicle.

In case of failure to perform any of the above-mentioned obligations, the Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident.

The Owner does not guarantee the replacement of the vehicle in case of accident, damage and, in any case, out of Italy.

11. In the event of act of vandalism, theft or attempted theft of the vehicle, the Renter must report the facts to the nearest Authorities (Polizia or Carabinieri) and deliver the original report copy to the Owner; in case of total theft, the Renter shall deliver to the Owner the original keys of the vehicle and the antitheft device, if available, other than the original copy of the reporting. In case of total theft, the Renter shall pay the total rental amount other than the relative excess until the day the Owner will receive the above mentioned report and the keys. In case of failure in the delivery of the reporting and/or the keys, the Renter will be charged for an amount equal to the value of the vehicle and its accessories mentioned on the official list (VAT excluded), less 15%; in case of attempted theft and act of vandalism, failure in the delivery of the reporting will result in a penalty charged to Renter equal to the whole financial loss suffered by Owner.

12. Renter expressly and unconditionally authorizes the Owner, or other person in charge of the same, to remotely monitor the proper use and operation of the vehicle rented through satellite systems; Owner reserves the right to disclose information to the Judicial Authorities, Insurance Companies, Law Firms, Companies specialized in theft and accidents prevention and management, and to use or permit its use for any action in its protection.

13. Whoever agrees to this Rental Agreement in the name or on behalf of another person is bound jointly and severally with him regarding the obligations of this Rental Agreement without the benefit of the preventive enforcement. Renter who agrees to the Rental Agreement is in any case liable for the behavior of any persons driving the vehicle.

14. The Owner shall not be liable to the Renter, the driver or their family members for any damages suffered, including economic loss, both for personal injury, subject solely to the latter, the application of Articles 33 paragraph 2 letter a) and b) and 36, paragraph 2, letter a) of Legislative Decree 205/2006, and for damages resulting from failure or malfunction of the vehicle or car accidents.

The Owner shall not even be liable for any kind of damages deriving from theft, riots, fires, earthquakes, war or any other Acts of God.

In the event of lost and found items, the Owner will notify the Renter, who must provide at his own expense to recover or shipping of the item; in the event that the Renter fails to recover or shipment within 30 days after the notice, the objects will be considered abandoned and the Owner won't be required to keep them or return them.

15. If payment is not received within the established period, the Owner is authorized to debit the Renter the interest charges, according to D.Lgs. 09/10/2002 nr. 231 and following modifications.

16. The Renter is entitled to file any possible complaints within 14 days after the end of the rental; the Renter is entitled to file complaints related to charges made by Owner only after the payment of these charges and within 30 days from the charges' date.

17. No modification to this Rental Agreement shall be valid without the consent of a deputy provided with a written power of attorney.

18. In case of disputes regarding the correctness of the contents of this Rental Agreement, the Owner's data and documents file will prevail among the parties.

19. In the event of any disputes arising from differences between the Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties.

20. This Rental Agreement is regulated by the Italian law. Any legal action concerning this contract shall be discussed exclusively in the Court of Milan; Renters eligible as "customers" have the option to raise any legal action to the Court where they reside or are domiciled.

21. The Owner, pursuant to art. 13 of Legislative Decree. 30/06/2003 n. 196 (relating to the protection of personal data) informs that:

a) the data provided by the Renter to the purpose of the finalization and during this Rental Agreement, will be kept at the Owner registered office for the following purposes: recording, processing, documentation, commercial activities, storage, etc.;

b) the provision of data is mandatory for the conclusion of this Rental Agreement;

c) the lack of data provision will prevent the conclusion of this agreement and the course of its effects;

d) the data processing will be carried out by the Owner for the activities identified in paragraph a): the Owner reserves the right to communicate the data to companies belonging to the same group - including affiliates and / or subsidiaries - as well as parent company (possibly having branches abroad), as well as to companies, consultants, agencies and / or partners with whom commercial agreements for the rental of vehicles, or involving other services related to rental, have been made;

e) Renter's personal data will also be shared with EAN Data Services UK Limited (Enterprise House Melburne Park, Vicarage Road, Egham, Surrey TW20 9JY (UK)), its parent company Enterprise Holdings, Inc. (600, Corporate Park Drive, St. Louis, MO 63105, U.S.A.) affiliates and/or subsidiaries (also if based abroad) to: (i) provide effective services, (ii) conduct analytic or marketing activities; and (iii) allow Enterprise Holdings, Inc. or its processor acting on its behalf to undertake customer satisfaction surveys by email or by contacting you on your cell phone or other number listed on the rental agreement or otherwise provided to us or to Enterprise Holdings group. If an entity established outside the EU, e.g. US, the transfer will be based on guarantees to ensure the adequate protection of the Renter's personal data (e.g. consent of the Renter, transfer of data to third parties certified under the Safe Harbor EU-US or execution of standard contractual clauses as approved by the European Commission). To find out more, National Car Rental Privacy Policy can be found at: www.nationalcar.co.uk. Owner and Enterprise Holdings group may also use and disclose personal data to respond to legal requirements (e.g., requests from law enforcement agencies), to enforce local policies, to respond to claims or to protect anyone's rights, property or safety.

(f) in case of breach of contract, the Renter's personal data may be disclosed or transmitted to third parties in order to allow the recovery of the debt. In the event that the vehicle is equipped with a satellite alarm system or remote monitoring, the Renter also agrees the processing of data relating to its location and the communication of the same to the subjects charged by the Owner to recovery the vehicle in case of theft or other unlawful act;

g) the Renter shall be entitled to the rights under Art. 7 of Legislative Decree no. 196/2003;

h) the holder of the data processing is Owner;

h) the responsible person for processing the data is Mr. Enrico Tamborini.

(vi) For Rentals Originating Netherlands

1. Definitions and General principles

"Renter" is the customer (main driver) who rents a Vehicle from Owner under this Rental Agreement and who is entitled to drive the vehicle. For rentals originating in Netherlands,

"Owner" is Sharing Matters B.V., an independent licensee of National Car Rental.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the Rental Agreement and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to Vehicle (including glass, lights, tyres and mirrors) and any damage occurring to third party property where applicable.

2. What does Renter need in order to rent a vehicle?

Renter must hold and produce a driving licence valid in the Netherlands. The driving license must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the official languages in the Netherlands and/or in characters that cannot be read in the Netherlands or if the driving licence is otherwise not valid in the European Union. Please note that the international driving licence is valid only if accompanied by the normal driving licence. Renter must also present a valid identity card or a valid passport.

Renter must be aged 18 or over to rent a car and have held a driving licence for at least one year. However, the age requirements may vary according to the vehicle category considered. A Young Driver Surcharge may be applicable in some instances. It is therefore strongly recommended to consult the relevant terms and conditions either at time of booking online, via your local National Car Rental Reservation Office or at time of rental.

The above requirements are also applicable to all additional drivers if any.

Renter must produce a valid corporate or personal credit card with an expiry date after the due check-in date.

For luxury and special models two credit cards (including at least one major credit card: American Express, Diners Club, Mastercard or Visa) are required and an authorisation will be requested on each. Details are available at an National Car Rental Reservation Service Centre or at the National Car Rental website. Please note that Owner accepts major credit cards such as American Express, Diners Club, Mastercard and Visa. Credit cards are accepted to the limits authorised by the credit card company.

3. The vehicle: Condition, usage, breakdown assistance and maintenance/mechanical problems

3.1 Condition of the Vehicle

Before leaving the rental location, Renter is required to check the condition of the vehicle. Where an apparent defect is found, Renter must immediately inform the Owner's employee in order to proceed with a joint-examination of the vehicle. In such a case, Owner and Renter must document the apparent defect to be countersigned by both parties.

Renter will return the Vehicle in the same condition as it was provided at the start of the rental. Renter is responsible for any repair or refurbishment costs and these will be added to the cost of the rental as well as a damage administration fee, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

3.2 Use of Vehicle

Vehicle must not be driven by anyone other than Renter and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

Renter is allowed to use Vehicle only in the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Liechtenstein, Luxembourg, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom, Vatican. If Vehicle should be taken outside these listed countries please obtain Owner's prior written consent.

Some restrictions may apply with respect to:

- loading the vehicle on trains, boats, ferries or similar means of transportation;
- taking the vehicle from the mainland onto an island;
- taking of certain types of vehicles across borders. Renter is advised to check at the time of reservation.

Renter must take care of the vehicle, keep it in good repair and condition, pay any fines for which Renter may be liable, reimburse Owner for any damage to the vehicle, and refund Owner for any costs it incurs including an administration fee of EURO 50 plus Value Added Tax (VAT) per damage and an administration fee of EURO 25 plus Value Added Tax (VAT) per fine.

Vehicle will be provided to Renter with a full fuel tank. Renter must only refuel the vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at your expense if the vehicle is not returned with a full tank. Owner is not responsible for reimbursing fuel purchased for the rental car.

Owner strongly recommends that Renter carefully read this information available at the counter of the Owner's rental station.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner. During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and Renter must respect the maintenance cycle of the vehicle as stated in the maintenance guide, if any.

When parking Vehicle, even for a short period, Renter undertakes to lock it and make use of the vehicle's alarm and/or immobilisation equipment. Renter must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

Renter undertakes to use Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward.

In particular, Renter must not use Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the vehicle or causes Owner to lose time or
- money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation).
- transportation with a roof rack, luggage carrier or similar, unless supplied by Owner,
- re-rental to or use by other persons, carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place, giving driving lessons,
- pushing or towing another vehicle (except those vehicles equipped by Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight.
- travelling on non-paved roads or on roads, the surface or state of repair of which could put the Vehicle's wheels, tires or its under body mechanics at risk,
- intentionally committing any offence i.e. failure to utilize seat belts or occupant restraint system.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk, in any way which breaks the highway Code, road traffic laws or any other laws.

Renter will be liable for any offence, non adherence to traffic regulations, committed during the rental period which relates in any way to your use of the Vehicle, as if Renter were the owner of the Vehicle.

Upon the request of the Police or any official body Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection Laws of the Netherlands.

Owner's rental fleet is 100% smoke free. Renter will be assessed a cleaning fee of up to EURO 250 if Vehicle is returned and it smells of smoke.

In some countries, winter tyres may be mandatory in specified circumstances. In order to check the situation in Renter's country of destination, Renter must consult either at time of booking online, via Owner's Reservation Office or at time of rental.

3.3 Maintenance / Mechanical Problems

Vehicle has been provided to Renter with a full set of tires in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, Renter undertakes to

replace it immediately at your own expense with a tire of the same dimensions, type and wear characteristics.

Renter must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force .

When the rental starts, the Vehicle will be roadworthy, fitted with the equipment obligatory in the Netherlands, clean, properly maintained and, in so far as it is or should be known to Owner, in a technically proper condition. If the Vehicle becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner.

Owner will have the choice between replacing Vehicle or accepting repairs to be done to Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when Renter return the vehicle. Renter will remain liable for any damages to Owner.

In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings) nor, to the extent permitted by the law, for indirect consequential damages whether Renter's action is based on contract or in tort.

3.3 Breakdown Assistance

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling Owner the telephone number indicated in the Reservation or on the windscreen or on the key holder.

In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or make any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to Renter.

Call out costs related to breakdowns that are the driver's fault, including for flat batteries, lost keys, out of fuel service or keys locked in the vehicle are not covered under the Breakdown and

Assistance Service as well as eventual costs to repair the vehicle and any travel costs to exchange the vehicle.

4. The Rental Period

4.1 Principle and Calculation

Renter undertakes to return the vehicle to Owner at the agreed place, on the date and at the time indicated in the Reservation.

The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time Vehicle is made available. However, a 59 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If Renter returns Vehicle to any other Owner's rental station than the location reflected on the Reservation, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at counter.

4.2 Extension of the Original Duration of the Rental

Should Renter wish to keep Vehicle for a period longer than originally set out in the Reservation, Renter must first contact Owner by phone in order to extend the duration of the rental (it may require Renter to come in person to an Owner location).

Vehicle is insured for the period mentioned in the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, Renter remains liable for any damages.

4.3 Delivery and Collection Terms

Where Renter asks Owner, and Owner agrees in writing, to deliver the vehicle or to collect the vehicle, Renter may have to pay additional charges and follow additional instructions. Renter must check this at the time of reservation.

When Renter returns the vehicle, or if Owner has agreed Renter will do so, when Renter leaves the Vehicle for collection by Owner, Renter must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown in the Reservation . Renter must also do anything else, which Owner requests as a condition of agreeing to collect the vehicle.

Renter must return the Vehicle immediately if Owner asks Renter to do so. In the event that the Vehicle is not delivered to Owner upon request Renter hereby authorises Owner to enter Renter's premises and to do any and all other things necessary to repossess the Vehicle. Renter will be liable for any costs associated with such repossession.

Owner may repossess any vehicle without notice or liability where Owner deems that such repossession is necessary for its own protection.

4.4 End of Rental

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Owner's location. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's location and who Renter assume or who pretends to be an Owner employee.

If explicitly agreed to by Owner, the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys. Under no circumstances will Owner accept any liability for articles that may have been left in the Vehicle at the end of the rental.

Owner strongly recommends that Renter carefully read this information available at counter.

Important note: outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damages until an Owner employee takes possession of Vehicle, documents and keys when the Owner location opens.

In the event of confiscation, theft or accident

In the event of measures by third parties, confiscation or impounding of the Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to the vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of Vehicle.

Furthermore, the Rental Agreement may be automatically terminated as soon as Owner is informed of such action by the legal authorities or by Renter.

Any use of the Vehicle which may be detrimental to Owner will entitle Owner to automatically terminate the rental agreement with immediate effect. Renter will then return the Vehicle immediately as soon as Owner requests.

In the event of theft of the vehicle, Rental Agreement will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed Owner's incident report must be turned in to the rental location. The accident/incident report form is located in the car.ental Agreement will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new vehicle, the Rental Agreement will be amended accordingly.

Furthermore Owner will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the vehicle including, in particular, baggage and/or goods.

5. Rates

The total charges for each rental will be determined according to the price list applicable at the time of rental. If Renter does not meet the preconditions for a contractual rate, then the agreed standard rate is to be paid. In the event of one-way rental, the one-way rate is applicable.

6. Terms of Payment

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges. This amount is not

debited. It is held on the card holder's bank account until the final rental charge amount is debited.

Unless Renter presents another means of payment as accepted by Owner, the invoiced amount will be charged to the credit card provided, when Vehicle is returned. Any charges for damages, fines, taxes, penalties and the related Administration Fees belonging to the rental period can also be debited from the credit card after the return of Vehicle.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Owner to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

Owner shall furthermore be entitled to charge the other party for all judicial and extra judicial costs incurred after expiry of the payment term. The extra judicial costs can be set by Owner at 15 per cent of the total invoice amount, subject to a minimum of EUR 250, without prejudice to the right of Owner to claim compensation of the actual collection costs incurred.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of the Reservation, and correspond to the characteristics Renter originally indicated at the time of reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should Vehicle not be returned with a full fuel tank, Renter will be charged for the missing quantity of fuel and for the refuelling service according to the tariffs in force.

Owner strongly recommends that Renter carefully read this information available at counter.

7. Insurances

All the vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request. In particular, Renter must comply with the rule concerning permitted destinations, as set out in the article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

Important note: Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved.

7.1 Liability in the Event of Damage to the Vehicle or Theft or Conversion thereof

7.1.1 Renter will be liable for any damages to Owner when renting a vehicle that has been entrusted to Renter. Therefore, in the event of theft of Vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of the vehicle, loss of use, administration charges). The amount will not exceed the market value of the rented Vehicle at the time of the event.

This liability may be reduced if Renter opted for the "reduced liability" plan as defined in article above.

Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge according to the tariffs in force. In the event of light damage, Renter will be debited according to the provisions of section 7.1.2.

Renter is advised that any waivers he/she may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuses or misuses it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by other people. Renter agrees to pay any amounts Owner spends in enforcing these terms.

Therefore in any case, neither Owner nor its officers, directors, employees will be liable to the contracting party for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of Vehicle.

If the loss suffered by Owner is subsequently reduced (recovery of the vehicle within 60 days, partial or total liability on the part of the third party), Renter will receive the corresponding reimbursement.

7.1.2 Light damage (valid only if applicable)

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to a Vehicle. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner and documented by Owner and Renter. This damage will be charged to Renter at the repair price.

These repair costs will be directly billed to Renter by Owner and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the Rental Agreement.

Owner strongly recommends that Renter carefully read this information available at the counter.

7.2 Summary of the Optional Contractual Guarantees Offered by Owner All the following guarantees are only applicable for the duration of the Rental Agreement and subject to compliance with the requirements of the terms of Section 4.

Renter acknowledges that he/she has read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees and that Renter may elect to choose any of the optional ELL guarantees by so indicating on Renter's profile or at the counters.

CDW (Collision / Damage Waiver): If chosen and indicated in Renter's Profile or if included in the rate, this facility will limit Renter's liability for any damage to the

Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge.

NWC (Non-Waivable Charge): Fixed amount charged for every rental for which CDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of the Non- Waivable Charge may vary from time to time. CDW does not cover roof, tires and windscreens, broken/loss of keys or contamination of fuel. Details are available at time of rental.

PAI (Personal Accident Insurance): If chosen and indicated in Renter's Profile or if included in the rate, this option provides a financial indemnity for Renter and passengers (subject to permitted number of occupants in the Vehicle) in the event of death or permanent disability. The amounts vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

The PAI coverage is provided by Insurance Company. The terms and conditions of this coverage are contained in a master policy, a copy of which is available upon request. By accepting the PAI coverage Renter agrees to the terms and conditions of the master policy.

TW / TP (Theft Waiver / Theft Protection):

If chosen and indicated in Renter's Profile or if included in the rate, this relieves Renter of financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

Subscribing to the CDW option alone does not necessarily provide this cover. TW/TP is strongly recommended in the Netherlands. It is subject to a non-waivable charge.

8. Data Protection Law

In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Owner (the Data Controller) will not be able to correctly process the rental. Owner will use your personal data to assist Renter with reserving, renting, and leasing vehicles and for marketing purposes.

The Data Controller may from time to time transfer data collected from rental customers to EHI Franchising (EMEA) Ltd (a company established in the United Kingdom) and/or other entities of the Enterprise Holdings group located in the United States and having adhered to the Safe Harbour principles to allow the Enterprise Holdings group to provide Renters with effective services, allow contractors of Enterprise Holdings group to undertake customer satisfaction surveys, either by phone or email, for analytical purposes, and for marketing purposes. For more information, please consult the Privacy Policy on www.nationalcar.co.uk or nationalcar.com. Owner and Enterprise Holdings group may disclose personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect anyone's rights, property, or safety.

9. Applicable law and disputes

9.1 For rentals originating in the Netherlands all legal relationships to which Owner is a party shall be exclusively governed by the laws of the Netherlands.

9.2 The District Court in the registered place of business of the National Car Rental franchisee, Sharing Matters B.V. has exclusive jurisdiction to hear all disputes, unless imperatively

prescribed otherwise by law. Owner nevertheless has the right to submit the dispute to the court which, according to the law, has jurisdiction.

9.3 The parties shall only appeal to the courts once they have made every effort to resolve the dispute by mutual consultation.

10. Company's Information

For rentals originating in Netherlands, Owner is an independent Franchisee, Sharing Matters B.V.

Harry Banninkstraat 129

1011DD Amsterdam

The Netherlands

Director: Thomas Wolters

VAT-Number: NL852862933B01

Chamber of Commerce Number: 58076468

Chamber of Commerce: Amsterdam

Member of BOVAG

(vii) For Rentals Originating in Spain

1. Renter's Agreement with Owner: Renter accepts the terms and conditions set out in this Rental Agreement. Please read this Rental Agreement carefully. If there is anything Renter does not understand, please ask any member of staff. Owner and Renter are the only parties to this Rental Agreement and Renter is responsible for complying with all the terms of this Rental Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill. Owner assures Renter that its vehicle (**Vehicle**) is roadworthy and suitable for renting at the start of the rental period. This Rental Agreement is the entire Agreement between Renter and Owner concerning the rental and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

2. Rental Period: Owner agrees that Renter may have the Vehicle until the return date specified in the Reservation. Owner may agree to extend this rental but the rental period may never be more than three months. Owner may require Renter to pay an additional deposit if Owner agrees to extend the rental. Subject to the following conditions, Renter can choose to return the Vehicle during Owner's standard office hours before the agreed return date as specified in the Reservation and thereby terminate this Rental Agreement early (and the rental period shall be reduced accordingly). If Renter has prepaid the rental charges to qualify for a "special offer" rate Renter agrees no refund will be due for early termination otherwise Renter will in such circumstances be obliged to pay Owner's standard day rates (as well as any other applicable charges referred to in this Rental Agreement) for the days or parts thereof during which Renter rented the Vehicle. Owner's standard day rates change frequently and are published on its website

www.nationalcar.com (Website). They may be more than the day rates Renter originally agreed with Owner. Likewise the average daily cost of other applicable charges (such as protection products) for the reduced rental period may be higher. Renter will also lose the benefit of any “special offer” rates (for example week-end rates that are dependent on hiring the Vehicle for a minimum specified period). Therefore before choosing to return the Vehicle early in this way, Renter must first contact Owner to identify the revised charges payable. If Renter does not wish to pay such charges, Renter shall have no right to vary or terminate the Rental Agreement as described in this Paragraph unless separately agreed by Owner. Any change to the return date will affect the charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties’ respective rights and obligations under this Rental Agreement. Any administrative steps taken by Owner as a result of an agreed extension to the rental period (including without limitation changes to our records, billing processes, document reference numbers or document dates) shall not affect Renter’s responsibilities to Owner under the terms and conditions of this Rental Agreement.

3. Renter’s responsibilities:

a. Renter must look after the Vehicle and the keys. Renter must always lock the Vehicle, park the Vehicle appropriately, under guard, and secure all of its parts.

b. Renter must not let anyone work on the Vehicle without Owner's permission. If Owner gives Renter permission, Owner will only give Renter a refund if Renter has a receipt for the work.

c. Renter must inspect the Vehicle prior to taking possession of it.

d. Renter must stop using the Vehicle and contact Owner as soon as Renter becomes aware of a fault with the Vehicle.

e. Renter must bring the Vehicle back to Owner during normal business hours as specified on the Reservation. One of Owner’s staff must see the Vehicle to check that it is in good condition. If Owner has agreed that Renter may return the Vehicle outside business hours, Renter will remain responsible for the Vehicle and its condition until it is re-inspected by a member of its staff.

f. Renter must check that Renter has not left any personal belongings in the Vehicle before Renter brings back the Vehicle.

g. Renter acknowledges that Renter will be liable as the owner of the Vehicle for:

- Any penalty imposed for the infringement of the Royal Legislative Decree 339/1990 approving the Traffic Motor Vehicles Circulation and Traffic Safety Act;

- Any penalty imposed for the infringement of Act 8/2004 on Civil Liability and Motor Vehicles Insurance;
- Any criminal offence defined by articles 379 to 385 have (both included) of the Spanish Criminal Code.

4. Use of the Vehicle:

The Vehicle must not be used:

- a. by anyone other than Renter or any other driver permitted by Owner;
- b. by anyone without a full valid driving licence for the class or use of the Vehicle rented, or anyone under the age of 21;
- c. for the carriage of passengers for hire or reward or any other activity that involves subleasing;
- d. for any illegal purpose or to deliberately cause injury, loss or damage to property or person;
- e. for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- f. while under the influence of alcohol or drugs;
- g. to remove the seal of, or manipulate, the odometer, being obliged to notify Owner immediately of any breakdown in it;
- h. overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
- i. when the Vehicle is a commercial vehicle to transport merchandise weighing more than the maximum weight authorized for the Vehicle, or defectively distributed or badly secured merchandise, or to render piecemeal cargo services, understood as dispatches with more than a single sender and/or more than a single consignee;
- j. to leave Spain or transfer to the islands, or between islands, or to the cities of Ceuta and Melilla, unless previous written authorization from Owner has been obtained;
- k. to propel or tow any other vehicle or trailer;
- l. other than on a paved public highway, private road or driveway.
- m. to transport: fish, meat, fruit, vegetables, live or dead animals, any kind of packaged liquid or dangerous or noxious substances;
- n. in a reckless manner;
- o. in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing, movement or parking of aircraft and aerial devices,

including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars unless the Vehicle possesses the appropriate official permits and permission has been granted by Owner.

5. Charges:

a. For all daily items designated as “/day” as specified in the Reservation:

- If the Reservation indicates “day = 24 hour period”, a day is each consecutive 24 hour period.
- If the Reservation indicates “day = calendar day”, a day is each consecutive full or partial calendar day.
- All charges are for a minimum of 1 day.

b. For all rental terms shown as “/week” or “/month” as specified on the Reservation:

- If the Reservation indicates “/week” a week is 7 consecutive days beginning at the start time of the rental.
- If the Reservation indicates “/month” a month is 30 consecutive days beginning at the start time of the rental.

c. Renter agrees to pay to Owner the following charges as as specified on the Reservation:

- The time charges for the rental period.
- The mileage charge for all miles exceeding the free miles as specified in the Reservation permitted for the rental period.
- The Out of Country Fee if Owner grants permission for the Vehicle to leave Spain;
- Charges for any Optional Accessories [such as GPS device, child seats, luggage racks or other accessories], optional services or products Renter chose to accept, including collision damage waiver, excess protection, as reflected in Renter’s Profile;
- A refuelling charge at the rate shown as specified in the Reservation. If based on consumption, for the difference in fuel level if the Vehicle is returned with less fuel than when rented. Renter will not receive a refund if the Vehicle is returned with more fuel than when Renter received it.

d. Additional Obligations - Renter shall pay to Owner on demand;

- All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, Renter, another authorized driver or Owner until the Vehicle is returned, unless caused through our own fault;

- A reasonable administration fee for processing any fines or offences against the Vehicle, Renter or Owner during the rental period, unless caused through Owner's own fault;
- Owner's costs including reasonable legal fees were permitted by law, incurred collecting payments due from Renter under this Rental Agreement;
- A reasonable collection fee if the Vehicle is not returned to the original rental office specified in the Reservation;

e. In the case of damage to, loss or theft of, the Vehicle or any part or accessory howsoever caused to the Vehicle unless caused through Owner's fault, Renter shall pay Owner on demand the damages and fees listed in this Paragraph 7.

Owner shall have the sole right and responsibility to repair the Vehicle and shall, unless Renter has already settled our agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. Renter's liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection (see Paragraph 8).

f. Renter will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed in this Paragraph 5.

g. Renter is responsible for all charges, even if Renter has asked someone else to be responsible for them or Owner has billed any third party. Renter agrees that Owner will compute and debit final charges from Renter's credit and/or debit card if that is the form of deposit or security being used, as reflected in Renter's Profile. All charges are subject to final audit. Owner will use reasonable endeavors to notify Renter before debiting from Renter's credit and/or debit card charges which are finalized or come to light after the end of the Rental Agreement.

6. Responsibility to third parties: Owner agrees to arrange motor vehicle liability insurance for the Vehicle to at least the minimum limits for third party liability prescribed by Spanish mandatory insurance laws or any other similar legislation currently in force in any jurisdiction in which Owner agrees Renter may operate the Vehicle.

To the extent such insurance is available to Renter and any Additional Driver(s) Renter will be bound by the terms, conditions, limitations, exceptions and exclusions of Owner's policy and may request a copy of Owner's policy from Owner's Reg. Office as specified in the Reservation.

Renter agrees to fully cooperate and assist Owner and its insurers in the investigation of any third party claim and agree that Owner or they will have the sole right to settle any claim as

Owner or they may decide is necessary. Renter agrees that any failure to report a claim as soon as reasonably possible, failure to cooperate or assist, any fraud or breach of the terms and conditions of Owner's policy, or any breach of Paragraph 4 may invalidate the cover supplied under Owner's motor vehicle liability insurance policy and Renter agrees to indemnify and hold Owner and its insurer harmless for the amount of any liability incurred.

7. Damage and theft responsibility: Except to the extent restricted, modified or limited by law, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the rental period regardless of fault or negligence of Renter or any other person or Act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Owner will refund Renter in the event Owner recovers any amount relating to the damages from another source. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Rental Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay Owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate specified in the Reservation; (ii) if Vehicle is stolen and not recovered or Owner determine Vehicle is salvage: 15 days at the daily rate specified in the Reservation. Renter also agrees to pay an administrative fee for processing damage claim caused by Renter in the amount of €50.00 when the repair estimate is less than €500.00 or €100.00 when the repair estimate is between €500.00 and €1,500.00 or €150.00 if greater than €1,500.00. Renter also agrees to pay a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than €499.99

If Vehicle is returned during non-business hours or to any place other than the rental location specified in the Reservation, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility.

8. Owner's protection products:

a. Collision Damage Waiver (CDW): If Renter or Renter's Profile accepts CDW , Owner will not hold Renter liable for damage to, loss or theft of, the Vehicle, except that Renter

will still have to pay the excess indicated in the Reservation every time the Vehicle is damaged or stolen. If no excess is indicated Renter will be responsible for the first €800.00 every time the Vehicle is damaged or stolen. Renter's responsibility can be reduced with the acceptance of Excess Protection (see 8.b below). Renter agrees CDW does not exempt Renter from liability for glass damage, tires, lost keys, key fobs, transponders, Optional Accessories, or caused by: the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started; if the Vehicle is stolen and Renter cannot produce the original keys or overhead or undercarriage damage to the Vehicle.

b. Excess Protection (EP): If Renter or Renter's Profile accepts EP , Owner will reduce Renter's responsibility every time the Vehicle is damaged or stolen to the amount indicated . If no excess is indicated, Owner will reduce Renter's responsibility to €200.00 every time the Vehicle is damaged or stolen. Renter agrees EP does not exempt Renter from liability for glass damage, tires, lost keys, key fobs, transponders, Optional Accessories, or caused by: the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started; if the Vehicle is stolen and Renter cannot produce the original keys or overhead or undercarriage damage to the Vehicle.

c. Roadside Assistance Protection (RAP): If Renter or Renter's Profile accepts RAP Owner will waive Renter's responsibility for the following (i) all recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's vehicle which is due to driver or Renter error (ii) replacement of lost keys (iii) tire repair or tire replacement costs (excluding rims) except when part of a larger repair to the Vehicle (iv) glass repair or glass replacement costs except when part of a larger repair to the vehicle. **RAP does not exempt Renter from these charges if Renter is in breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.**

9. What to do if the Vehicle is in an accident or stolen or lost:

a. Renter must report the accident to Owner in writing as soon as reasonably possible and always in less than 7 calendar days using the European Accident Report.

b. Renter must report the theft of the Vehicle to Owner immediately, report the theft to the Police, provide Owner the original Police report and return to Owner the original keys to the Vehicle

c. Renter or any driver must not admit responsibility to anyone in relation to the accident.

d. Renter and any driver should collect the names and addresses of everyone involved, including witnesses, and give them to Owner.

e. Renter and any driver must forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident or theft.

f. Renter agrees to provide assistance to Owner and its insurers in any legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter.

10. Information: In accordance with Organic Law 15/1999 dated 13 December 1999 on the Protection of Personal Data, Renter is informed that the personal data that Renter has facilitated in the present Rental Agreement shall be included and processed in a file belonging to Owner , for the management, monitoring and fulfillment of the contractual relationship. In case of accident or any event covered by insurance, they will be ceded to the Insurance Company contracted by Owner for the contingency in question in their relevant parts, so that it may process the obligations and liabilities arising from the damages, as well as to the Insurance Broker, in its capacity as mediator of the vehicle insurance contract subscribed by Owner, and in case of breaches or sanctions, accidents, thefts or other events Renter's data can also be disclosed to the police and/or relevant authorities if so requested by the police or authorities or if appropriate for the exercise or protection of Owner's rights and legitimate interests in such events.

Please be informed that Owner will disclose Renter's personal data to Enterprise Holdings, Inc., 600 Corporate Park Drive, St. Louis, MO, United States, that has adhered to the principles of Safe Harbor, Model Clauses or other appropriate methods as determined by the European Commission and/or applicable EU Data Protection Authorities, ensuring that the transfer takes place under guarantees recognized as giving an adequate level of protection for administrative, technical support or other business purposes as necessary to facilitate Owner's transactions with Renter, analyze Owner's data, to maintain and improve Owner's service, to bill Renter for goods or services, and to send Renter commercial information regarding products and services in vehicle rental, transport or tourism or other related activities even by electronic means such as email. Owner may also disclose Renter's data for the same

purposes to the following entities of the Enterprise Company Group: EAN Services (1209 Orange Street, Wilmington, DE 19801, USA); Enterprise Rent-A-Car UK Limited (Enterprise House, Melburne Park, Vicarage Road, Egham, TW20 9FB, UK).

Likewise, with Renter's consent Owner may use the data contained in the present Rental Agreement so as to receive, even after the termination thereof, commercial information from this company regarding products and services in vehicle rental, transport or tourism or others related with said activities even by electronic means such as email. Renter also authorizes Owner to submit Renter's personal data to Enterprise Holdings, Inc with the purpose to carry out surveying to measure customer satisfaction. Renter especially authorizes to be contacted by telephone for the mentioned survey purposes and to Owner's analysis of data to improve Owner's services. With respect to the personal data contained in the Owner's file, Renter may exercise Renter's right to access the said data, rectify them, cancel them or oppose their processing by means of a written request accompanied by a photocopy of Renter's National ID card or other official document of personal identification, addressed to Owner, Avda. del Ensanche de Vallecas 37 – 3rd Floor, 28051 Madrid.)

For security purposes, Owner may use GPS devices that may collect location data only in case the rented car is reported or considered as missing primarily to locate the Vehicle reported by Renter as missing.

11. Ending the Agreement: Owner may end this Rental Agreement straight away if Renter breaches any provision of Paragraph 4 or for any other serious breach of this Rental Agreement. Owner retains any other rights and remedies provided by law. Owner can repossess the Vehicle and charge Renter if Owner does this and Renter will not have any right to compensation. If Renter continues to operate the Vehicle after the right to do so is terminated, Renter agree Owner has the right to notify the police the Vehicle has been stolen. Renter hereby releases and discharges Owner from any liability arising from such notice.

12. Jurisdiction: This Rental Agreement is governed by Spanish Laws and to the extent granted by these Spanish Laws disputes may be settled by the Courts of Madrid as per these applicable Spanish Laws.

(viii) For Rentals in Switzerland

1. Definitions and General principles

"Renter" is the customer (main driver) who rents a Vehicle from Owner under the Rental Agreement and who is entitled to drive the vehicle.

"Owner" is the National Car Rental franchisee from which Renter rents the Vehicle in Switzerland.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the Rental Agreement and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

2. What do you need in order to rent a Vehicle?

Renter must hold and produce a driving licence valid in Switzerland. The driving licence must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the official languages in Switzerland and/or in characters that can not be read in Switzerland or if the driving licence is not otherwise valid in the European Union. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

When the rental is made outside Renter's country of residence Renter must also present a valid identity card or a valid passport. These identification documents are generally not requested if Renter is a Swiss resident, except in some specific cases such as certain special or luxury vehicles.

Renter must be aged 21 or over to rent a car and have held a driving licence for at least one year. However, the age requirements may vary according to the vehicle category considered. A Young Driver Surcharge may be applicable in some instances. When renting a vehicle, a driver qualified as a "young driver" pays a specific charge - the "Young Driver Surcharge". The above requirements are also applicable to all additional drivers if any.

Renter must produce a valid corporate or personal credit card with an expiry date after the due check-in date (minimum 4 weeks).

For luxury and special models two credit cards (including at least one major credit card: Visa, MasterCard, American Express) are required and an authorisation will be requested on each. Details are available at a National Car Rental Reservation Service Centre or at the National Car Rental website.

Please note that National Car Rental accepts major credit cards such as American Express, Mastercard, and Visa. As certain credit card companies may not be represented, it is advisable to verify in advance the acceptance of a given card. Credit cards are

accepted to the limits authorised by the credit card company. Maestro Cards are not accepted in Switzerland.

Please refer to the section "Terms of Payment" for additional information.

3. The Vehicle: condition, usage, breakdown assistance and maintenance/mechanical problems

3.1 Condition of the Vehicle.

Before leaving the rental location, Renter is required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the Owner's employee at the counter in order to proceed with a joint-examination of the Vehicle. In such a case, Renter and Owner must document the apparent defect and duly countersigned by both parties. If the document is not countersigned by both parties, the condition of the Vehicle will be considered that you received the Vehicle in proper working condition.

Renter will return the Vehicle in the same condition as it was provided at the start of the rental. Renter is responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

3.2 Use of the Vehicle

Vehicle must not be driven by anyone other than Renter and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

If Renter wishes to take the Vehicle outside of Switzerland, you must obtain Owner's prior written consent.

Some restrictions may apply with respect to: - loading the Vehicle on trains, boats, ferries or similar means of transportation; - taking the Vehicle from the mainland onto an island; - taking certain types of Vehicles across borders. Renter is advised to check at the time of reservation.

Renter must take care of the Vehicle, keep it in good repair and condition, pay any fines for which he/she may be liable, reimburse Owner for any damage to the vehicle, and refund Owner for any costs it incurs. An Admin Fee (CHF 50-CHF300) for fines & car damage will be charged.

Vehicle will be provided to Renter with a full fuel tank. Renter must only refuel the Vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at Renter's expense if the Vehicle is not returned with a full tank. Owner is not responsible for reimbursing fuel purchased for the vehicle.

Owner strongly recommends that Renter carefully read this information available at the counter of the National Car Rental rental station.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner.

During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and Renter must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, Renter undertakes to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. Renter must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

Renter undertakes to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a vehicle, this means primarily carrying passengers other than for hire and reward.

In particular, Renter must not use the Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes Owner to lose time or money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation).
- with a roof rack, luggage carrier or similar, unless supplied by Owner
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place,
- giving driving lessons,
- pushing or towing another vehicle (except those vehicles equipped by National Car Rental or Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight.
- travelling on non-paved roads or on roads, the surface or state of repair of which could put the Vehicle's wheels, tires or its under body mechanics at risk,
- intentionally committing any offence, i.e. failure to utilize seat belts or occupant restraint system.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk,
- in any way which breaks the Highway Code, road traffic laws or any other laws.

Renter will be liable for any offence committed during the rental period which relates in any way to Renter's use of the vehicle, as if Renter were the owner of the Vehicle. Upon

the request of the Police or any official body Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection laws of Switzerland.

Owner rental fleet is 100% smoke free. A sticker has been placed on every vehicle that will remind all renters that every vehicle is not to be smoked in and that renters will be assessed a cleaning fee of up to CHF 500 if the Vehicle is returned and it smells of smoke.

In some countries, winter tyres may be mandatory in specified circumstances. In order to check the situation in Renter's country of destination, please consult either at time of booking online, via Renter's local National Car Rental Reservation Office or at time of rental.

3.3 Maintenance / Mechanical Problems

The Vehicle has been provided to Renter with a full set of tires in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, Renter undertakes to replace it immediately at Renter's own expense (with prior instruction & approval from Owner) with a tire of the same dimensions, type and wear characteristics. Renter must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner or telephone the emergency number shown on the wallet of the Rental Agreement.

Owner will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the Vehicle, even those which may already have been repaired, when Renter returns the Vehicle. Renter will remain liable for any damages to Owner.

In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings...) nor, to

the extent permitted by the Law, for indirect consequential damages whether Renter's action is based on contract or in tort.

3.4 Breakdown Assistance

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated in the Reservation or on the windscreen or on the key holder.

In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or make any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to Renter.

4. The Rental Period

4.1 Principle and Calculation

Renter undertakes to return the vehicle to Owner at the agreed place, on the date and at the time indicated on the Reservation.

The maximum duration of the rental may vary. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 30 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If Renter returns the Vehicle to any other Owner rental station than the agreed location on the reservation or by Owner, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at counter.

4.2 Extension of the Original Duration of the Rental

Should Renter wish to keep the Vehicle for a period longer than originally specified in the Reservation, Renter must first contact by phone Owner in order to extend the duration of the Rental Agreement (this may require Renter to come in person to an Owner location). Maximum rental is 30 days.

The Vehicle is insured for the period mentioned on the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, the Renter remains liable for any damages to Owner.

4.3 Delivery and Collection Terms

Where Renter asks Owner, and Owner agrees in writing, to deliver the Vehicle or to collect the Vehicle, Renter may have to pay additional charges and follow additional instructions. Renter must check this at the time of reservation.

When Renter returns the Vehicle, or if Owner has agreed Renter will do so, when Renter leaves the Vehicle for collection by Owner, Renter must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown in the Reservation wallet. Renter must also do anything else, which Owner requests as a condition of agreeing to collect the Vehicle.

Renter must return the Vehicle immediately if Owner asks Renter to do so. In the event that the Vehicle is not delivered to Owner upon request Renter hereby authorises Owner to enter Renter's premises and to do any and all other things necessary to repossess the Vehicle. Renter will be liable for any costs associated with such repossession.

Owner may repossess any Vehicle without notice or liability where Owner deems that such repossession is necessary for its own protection.

4.4 End of Rental

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Owner's rental location. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's rental location and who Renter assumes or who pretends to be an Owner employee.

If explicitly permitted by Owner, the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys.

Under no circumstances will Owner accept any liability for articles that may have been left in the Vehicle at the end of the rental.

Owner strongly recommends that Renter carefully reads this information available at counter.

Important note: outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damages until an Owner employee takes possession of the Vehicle, documents and keys when the Owner location opens.

4.4.1 In the event of confiscation, theft or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to the Vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the Rental Agreement may be automatically terminated as soon as Owner is informed of such action by the legal authorities or by Renter.

Any use of the Vehicle which may be detrimental to Owner will entitle Owner to automatically terminate the Rental Agreement with immediate effect. Renter will then return the Vehicle immediately as soon as Owner requests.

In the event of theft of the Vehicle, the Rental Agreement will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed Owner incident report must be turned in to the rental location. The accident/incident report form can be obtained from Owner at Owner's locations in Switzerland.

The Rental Agreement will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new Vehicle, the Rental Agreement will be amended accordingly.

Furthermore Owner will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

5. Rates

5.1 Rates

The total charges for each rental will be determined according to the price list applicable at the time of rental. If Renter does not meet the preconditions for a contractual rate, then the standard rate is to be paid.

In the event of one-way rental, the one-way rate is applicable.

6. Terms of Payment

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges. This amount is not debited. It is held on the card holder's bank account until the final rental charge amount is debited. When the Vehicle is returned, the invoiced amount will be charged to the credit card reflected on Renter's Profile, unless Renter presents another means of payment.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Owner to require immediate return of any Vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the Rental Agreement, and

correspond to the characteristics Renter originally indicated at the time of reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should the Vehicle not be returned with a full fuel tank, Renter will be charged for the missing quantity of fuel and for the refuelling service according to the tariffs in force, unless Renter has subscribed to the full tank option.

Owner strongly recommends that Renter carefully reads this information available at counter

7. Insurances

All the vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request. In particular, Renter must comply with the rule concerning permitted destinations, as set out in the article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

Important note: Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved. Exceptions to this regulation may apply in some countries.

7.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof

7.1.1 Renter will be liable for any damages to Owner when renting a Vehicle that has been entrusted to Renter. Therefore, in the event of theft of the vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...). The amount will not exceed the market value of the Vehicle at the time of the event.

This liability may be reduced if Renter opted for the "reduced liability" plan as defined in article above.

Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge (if CDW/TP taken) according to the tariffs in force. In the event of light damage, Renter will be debited according to the provisions of section 7.1.2.

Renter is advised that any waivers Renter may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by other people. Renter agrees to pay any amounts Owner spends in enforcing this Rental Agreement.

Therefore in any case, neither Owner nor its officers, directors, employees will be liable to the Renter for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any Vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of the Vehicle.

If the loss suffered by Owner is subsequently reduced (recovery of the vehicle within 60 days, partial or total liability on the part of the third party), Renter will receive the corresponding reimbursement.

7.1.2 Light damage (valid only if applicable)

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to a vehicle in compliance with the detailed list of light damages and repair costs displayed at the counter which Renter hereby acknowledges.

At check-out non-repaired damage must be documented with the appropriate signatures by Renter and the Owner's representative. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner, documented, and signed by Renter and the Owner's representative. This damage will be charged to Renter at the repair price mentioned in the list displayed at the counter. Where this option is available, Renter will approve by signing electronically or by signing the relevant paper document.

These repair costs will be directly billed to Renter by Owner and will include the cost of the damage repair as well as administration charges, immobilisation costs, loss of use, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.

Owner strongly recommends that Renter carefully reads this information available at counter

7.2 Summary of the Optional Contractual Guarantees Offered by Owner

All the following guarantees are only applicable for the duration of the Rental and subject to compliance with the requirements of the terms of Section 4.

Renter acknowledges that Renter has read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees and that Renter may elect to choose any of the optional ELL guarantees by so indicating on Renter's Profile or at the counter

–LDW (Loss Damage Waiver): If chosen and indicated in Renter's Profile or if included in the rate, this facility will limit Renter's liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge. Exceptions to this regulation may apply in some countries.

–NWC (Non-Waivable Charge): Fixed amount charged for every rental for which LDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of Non-Waivable charge may vary from time to time. Details are available at time of rental.

–PAI (Personal Accident Insurance): If chosen and indicated in Renter's Profile or if included in the rate, this option provides a financial indemnity for Renter and passengers (subject to permitted number of occupants in the vehicle) in the event of death or permanent disability. The amounts vary from country to country and may also vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

Some countries may also provide reimbursement of medical costs under this option.

The PAI coverage is provided by Insurance Company. The terms and conditions of this coverage are contained in a master policy, a copy of which is available upon request. By accepting the PAI coverage Renter agrees to the terms and conditions of the master policy.

– TW / TP (Theft Waiver / Theft Protection):

If chosen and indicated in Renter's Profile or if included in the rate or taken as part of LDW, this relieves Renter of financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

\Subscribing to the LDW option alone does not necessarily provide this cover. TW/TP may be mandatory in some countries and is strongly recommended in many countries. It may be subject to a non-waivable charge.

8. Data Protection Law

In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Owner (the Data Controller) will not be able to correctly process Renter's rental. Owner will use Renter's personal data to assist Renter with reserving, renting, and leasing vehicles and for marketing purposes. Renter may correct factual errors in that data or exercise your right to access, update, or delete personal data by sending a request to Owner using the contact details provided in the in the Reservation.

The Data Controller may from time to time transfer data collected from rental customers to EHI Franchising (EMEA) Ltd (a company established in the United Kingdom) and/or other entities of the Enterprise Holdings group located in the United States and having adhered to the Safe Harbour principles, Model Clauses or other appropriate methods as determined by the European Commission and/or applicable EU Data Protection Authorities, ensuring that the transfer takes place under guarantees recognized as giving an adequate level of protection, to allow the Enterprise Holdings group to provide rental customers with effective services, allow contractors of Enterprise Holdings group to

undertake customer satisfaction surveys, either by phone or email, for analytical purposes, and for marketing purposes. For more information, please consult National Car Rental's Privacy Policy on www.nationalcar.co.uk or nationalcar.com. Owner and Enterprise Holdings group may disclose personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect anyone's rights, property, or safety.

(ix) For Rental Originating in the United Kingdom:

1. Renter's Agreement with Owner:

Renter accepts the terms and conditions set out in this Rental Agreement. Please read this Rental Agreement carefully. If there is anything Renter does not understand please ask any member or staff. Owner and Renter are the only parties to this Rental Agreement and Renter is responsible for complying with all the terms of this Rental Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

Owner assures Renter that the Vehicle (Vehicle) is roadworthy and suitable for renting at the start of the rental period.

This Rental Agreement is the entire agreement between Renter and Owner concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

2. Rental period:

Owner agrees that Renter may have the Vehicle until the return date specified in the Reservation. Owner may agree to extend this rental orally or in writing but the rental period may never be more than three months. Owner may require Renter to pay an additional deposit if Owner agrees to extend the rental.

Subject to the following conditions, Renter can choose to return the Vehicle during standard office hours before the agreed return date specified in the Reservation and thereby terminate this Agreement early (and the rental period shall be reduced accordingly). If Renter has prepaid the rental charges to quality for a "special offer" rate Renter agrees no refund will be due for early termination otherwise Renter will in such circumstances be obliged to pay Owner's standard day rates (as well as any other

applicable charges referred to in this Rental Agreement) for the days or parts thereof during which Renter rented the Vehicle. Owner's standard day rates change frequently and are published on www.nationalcar.com or nationalcar.co.uk (Website). They may be more than the day rates Renter originally agreed with Owner. Likewise the average daily cost of other applicable charges (such as insurance cover) for the reduced rental period may be higher. Renter will also lose the benefit of any "special offer" rates (for example week-end rates that are dependent on hiring the Vehicle for minimum specified period). Therefore before choosing to return the Vehicle early in this way, Renter must first contact Owner to identify the revised charges payable. If Renter does not wish to pay such charges, Renter shall have no right to vary or terminate the Rental Agreement as described in this Paragraph unless separately agreed by Owner. Any change to the return date will affect the Charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Rental Agreement. Any administrative steps taken by Owner as a result of an agreed extension to the rental period (including without limitation changes to Owner's records, billing processes, document reference numbers or document dates) shall not affect Renter's responsibilities to Owner under the terms and conditions of this Rental Agreement.

3. Renter responsibilities:

h. Renter must look after the Vehicle and the keys or other device which unlocks the Vehicle and/or enables the Vehicle to be started. Renter must always lock the Vehicle and secure all of its parts when it is left unattended.

i. Renter must not let anyone work on the Vehicle without Owner's permission. If Owner gives Renter permission, Owner will only give Renter a refund if Renter has a receipt for the work.

j. Renter must inspect the Vehicle prior to taking possession of it.

k. Renter must stop using the Vehicle and contact Owner as soon as Renter becomes aware of a fault with the Vehicle.

l. Renter must bring the Vehicle back to Owner by the date and time specified in the Reservation unless otherwise agreed. One of Owner's staff must see the Vehicle to check that it is in good condition. If Owner has agreed that Renter may return

the Vehicle outside business hours or if Renter chooses to leave the Vehicle with a third party Renter will remain responsible for the Vehicle and its condition until it is re-inspected by a member of Owner's staff.

m. Renter must check that he/she has not left any personal belongings in the Vehicle before Renter brings back the Vehicle.

n. Renter acknowledges that he/she will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, unless caused through Owner's own fault.

4. Use of the Vehicle:

The Vehicle must not be used:

n. by anyone other than Renter or any Additional Driver permitted to use the Vehicle;

o. by anyone without a full valid driving license for the class or use of vehicle rented;

p. for hire or reward;

q. for any illegal purpose, or to deliberately cause injury, loss or damage to property or person;

r. for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;

s. while under the influence of alcohol or drugs;

t. outside of the United Kingdom or in the case of rentals in Northern Ireland outside of the United Kingdom or the Republic of Ireland unless Owner has given you written permission;

u. overloaded with more passengers than seat belts or to transport children without the legally required car seats;

v. to propel or tow any other vehicle or trailer;

w. other than on a paved public highway. private road or driveway;

x. to transport dangerous or noxious substances;

y. in a reckless manner;

z. in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing movement or parking of aircraft and aerial devices, including any associated service roads, refueling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

5. Charges:

a. For all daily items designated as "/day" on Page 1:

- If the Reservation indicates "day = 24 hour period", a day is each consecutive full or partial 24 hour period.
- If the Reservation indicates "day = calendar day", a day is each consecutive full or partial calendar day.
- All charges are for a minimum of 1 day

b. For all rental terms shown as "/week" or "/month" on Page 1:

- If the Reservation indicates "/week" a week is 7 consecutive days beginning at the start time of the rental.
- If the Reservation indicates "/month" a month is 30 consecutive days beginning at the start time of the rental.

c. Renter agrees to pay Owner the following charges:

- The time charges for the rental period and any extension or the rental period at the daily rate specified in the Reservation (or if no rate is specified in the Reservation, at the standard prevailing daily rate).
- Charges for any optional services or products which Renter chose to accept.

d. Additional Obligations - Renter shall pay to Owner on demand:

- All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, Owner, Renter, any Additional Driver or any other driver Renter permitted to use the Vehicle until the Vehicle is returned unless caused by Owner's own fault;
- A reasonable administration fee for processing any fines or offences against the Vehicle Renter or Owner during the rental period, unless caused through Owner's own fault;

- Owner's costs including reasonable legal fees incurred collecting payments due from Renter under this Rental Agreement;
 - A reasonable collection fee of the Vehicle is not returned to the original rental office specified in the Reservation;
 - A cleaning fee if Renter fails to return the Vehicle in a reasonable condition and such charge shall be the additional cost to Owner reasonably incurred as a result of such failure;
 - Any recovery fees reasonably incurred by Owner where the Vehicle fault or damage is the result of human error by Renter, any Additional Driver or any other person Renter permitted to use the Vehicle and is not covered by any manufacturer breakdown programme;
 - A refuelling service charge which will be based on the rates specified in the Reservation or at the rental location Renter rented the vehicle from (or both) if Renter did not return the Vehicle to Owner with the agreed amount of fuel unless an optional fuel product was purchased to waive this charge.
- e. In the case of damage to, loss or theft of, the Vehicle or any part or accessory howsoever caused to the Vehicle unless caused through Owner's own fault, Renter shall pay Owner on demand:
- Fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by reference to Owner's standard list for minor repairs;
 - Any excess which is due under the terms of Renter's insurance policy or this agreement. Renter agrees that any excess collected may be held by Owner for up to 90 days pending Owner's confirmation to Renter of Owner's losses caused by the loss of or damage to Owner's Vehicle;
 - Reasonable administrative fees;
 - Loss of revenue at the daily rate specified in the Reservation (or if no rate is specified in the Reservation at the standard daily rate for the Vehicle provided) based on Owner's loss of income or the Vehicle, not to exceed 30 days,

provided that this does not result in Owner being compensated twice for the same loss;

- A reasonable sum for diminishment or value as determined by an independent Motor Engineer;
- Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle.

Owner shall have the sole right and responsibility to repair the Vehicle and shall, unless Renter has already settled Owner's agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. Renter's liability for damage to loss or theft of the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection/Partial Waiver (see Paragraph 8).

f. Renter will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed in this Paragraph 5.

g. Renter is responsible for all charges, even if Renter has asked someone else to be responsible for them or Owner has billed any third party. Renter agrees that Owner will compute and debit final charges from Renter's credit and/or debit card if that is the form of deposit or security being used, as specified in Renter's Profile. All charges are subject to final audit. Owner will use reasonable endeavors to notify Renter before debiting from Renter's credit and/or debit card charges which are finalized or come to light after the end of the Rental Agreement.

Where the rental of the Vehicle is consequent upon Renter's own vehicle having been involved in an accident, Owner may at Owner's sole discretion permit payment of the charges due under this Rental Agreement to be deferred for a period not exceeding 11 months from the date of this Rental Agreement. At the end of the deferment period the amount due shall become payable in one single payment. No interest or other charges shall be payable during, or in respect of, the deferment or credit period.

6. Responsibility to third parties:

Unless the words "3RD PARTY COVER INCLUDED" is specified in the Reservation, if valid motor third party liability insurance is available on any basis to Renter, Additional Driver(s) or any other driver and such insurance satisfies the Road

Traffic Act 1966 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which the Vehicle is operated during the rental period, that insurance is primary and Owner's motor fleet insurance policy will not cover the use of the Vehicle by Renter, any Additional Driver(s) or any other driver (as the case may be). Renter is required to report the claim to Renter's insurer and comply with the terms of any applicable insurance policy. Renter is required to disclose details of any such insurance to Owner or Owner's insurer on demand. If such insurance is available to Renter, but does not cover the relevant third party claim, Renter agrees that Owner or Renter's insurers may handle the third party claim on Renter's behalf through Owner's motor fleet insurance policy and that Owner will have the sole right to settle any claim as Owner or they may decide is necessary and Renter assigns any rights available to Renter under Renter's insurance policy to Owner, which includes allowing Owner to make a claim under any policy in Renter's name. Renter agrees to fully cooperate with any claim that Owner or Owner's insurer may make against Renter's insurer in such circumstances. If the insurance available to Renter, Additional Driver(s) or any other driver (as the case may be) does not pay any third party the damages they are entitled to as a result of Renter, Additional Driver(s) or any other driver failing to comply with the terms and conditions of that policy, Renter will have to repay on demand all costs incurred by Owner or Owner's insurers in settling and handling the claim.

However, if the words "3RD PARTY COVER INCLUDED" is specified in the Reservation, or no valid third party liability insurance is available on any basis to Renter or any Additional Driver(s), and Renter and any Additional Driver(s) are in compliance with the terms and conditions of this Rental Agreement, Owner agrees that the use of the Vehicle by Renter and any Additional Driver(s) will be covered subject to all terms, conditions, limitations, exceptions and exclusions, under Owner's motor fleet insurance against claims from a third party alleging injury, death or damage to property, as required by the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which Renter operates the Vehicle with Owner's permission. Renter may request a copy of Owner's policy from Owner's registered office. The policy gives the

insurer the sole right to settle any claims as they may decide is necessary. Renter agrees to fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim. If Owner's insurers are required to make any payment to a third party as a result of the use of the Vehicle which involved a breach by Renter or any Additional Driver(s) of any of the terms and conditions of this Rental Agreement or of Owner's motor fleet insurance policy, Renter will have to pay on demand all sums paid by Owner's insurers in relation to the claim. This is in addition to any damages which Owner may legally claim as a result of the breach. If Renter provides false information in relation to any third party claim, or if Owner or Owner's insurers suspect fraud, Owner may notify fraud prevention agencies and databases, and Renter may be prosecuted.

7. Damage and theft responsibility:

If Renter declines Damage Waiver as specified in Renter's Profile Renter must keep the Vehicle insured against damage to, loss or theft of, the Vehicle up to the fair market value of the Vehicle. Renter must comply with the terms of Renter's insurance policy. If the Vehicle is damaged, lost or stolen and Damage Waiver is declined or does not apply (see Paragraph 8.a.) Renter must allow Owner to make claim under any Policy in Renter's name. If Renter or Renter's Profile also declines Excess Protection/Partial Waiver and/or Roadside Assistance Protection as specified in the Profile or if they do not apply (see Paragraphs 8.b. and 8.c.) Renter agrees to pay Owner on demand the appropriate excess as stated in Renter's insurance policy. If the insurance Renter has arranged does not pay Owner in full for any charges outlined in Paragraph 5.d. or 5.e., Renter is still responsible for paying Owner all outstanding charges on demand.

If Renter has paid Owner everything required under this Rental Agreement and Owner later recovers all of Owner's losses from a third party, Owner will refund Renter any excess.

8. Owner protection products:

d. Damage Waiver (DW): If Renter or Renter's Profile accepts DW, Owner will not hold Renter liable for damage to, loss or theft of, the Vehicle, except that Renter will still have to pay the excess indicated in the Reservation every time the Vehicle is damaged or stolen or lost. If no excesses are indicated Renter will still be responsible for

the first £1400 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection/Partial Waiver (see 8.b. below) and/or Roadside Assistance Protection (see 8.c. below). Renter agrees DW does not exempt Renter from liability for damage caused by; the use of incorrect fuel; any breach of paragraph 3 or paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

e. Excess Protection (EP)/Partial Waiver (PW): If Renter or Renter's Profile accepts EP/PW and has accepted DW, Owner will reduce Renter's responsibility for any loss caused by damage to, or theft of or loss of the vehicle to the excess indicated in the Reservation , or if no excesses are indicated the first £600 every time the Vehicle is damaged, stolen or lost. If Renter accepts that EP/PW and DW has not been accepted Renter remains responsible for all losses above £900 up to the full market value of the Vehicle every time the vehicle is damaged or stolen or lost. Renter agrees that EP/PW does not exempt Renter from liability for damage caused by; the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if Renter failed to take all reasonable measure to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

f. Roadside Assistance Protection (RAP): If Renter or Renter's Profile accepts RAP Owner will waive all of Renter's responsibility for the following (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle (ii) replacement key costs (iii) glass repair or glass replacement costs except when part of a larger repair to the Vehicle (iv) all recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's Vehicle which is due to driver or renter error. RAP does not exempt Renter from these charges for damage caused by the use of incorrect fuel any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or running out of fuel multiple times.

9. What to do if the Vehicle is in an accident or stolen or lost:

i. Renter must report the accident or theft or loss to Owner as soon as possible and confirm this in writing as soon as reasonably possible.

j. Unless the words "3rd PARTY COVER INCLUDED" and "DW INCLUDED IN RATE" are specified in the Reservation or Renter's Profile, Renter must as soon as reasonably possible notify Renter's insurance and confirm to Owner that such notice has been given.

k. Renter or any driver must not admit responsibility to anyone in relation to the accident.

l. Renter and any driver should collect the names and addresses of everyone involved, including witnesses and give them to Owner.

m. Renter and any driver must promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

n. Renter agrees to cooperate with Owner and Owner's insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter.

o. Renter must return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or loss.

10. Data Protection:

h. Renter agrees that Owner, Owner's subsidiaries, parent company and any subsidiary of Owner's parent company, whether in the EU or outside the EU (including the USA) may:

- store Renter's personal data that relates to any incident arising from Renter's dealings with Owner if Owner thinks that, as a result of such incident, Renter could be a risk for future rentals. Owner may refer to such data when Renter contacts Owner to seek future rental services. For example, Owner will record data about Renter's failure to pay, theft of or damage to a vehicle, abusive behaviour towards Owner's staff, any relevant criminal offence committed or alleged or if Renter has driven under the influence of drugs or alcohol. Such data is stored separately from Owner's general client database though the databases are linked. If Owner records any such data against Renter's

name and Renter later seeks to rent another vehicle in the UK or elsewhere, a decision will be made by Owner's authorized employees as to whether the rental may proceed;

- process any personal data given by Renter or obtained for the purposes of keeping of accounts and records in connection with this Rental Agreement and its performance and, unless Renter withdraws his/her agreement, Owner's marketing generally;

- verify personal driving and credit information provided by Renter and any Additional Authorised Driver through credit agencies, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA), fraud prevention agencies/databases and other sources;

- process the data in the EU and the USA or elsewhere and make it available to Owner, any subsidiary, any parent company, or any subsidiary of a parent;

- provide Renter's personal data to third parties to carry out customer satisfaction surveys on Owner's behalf;

- provide details or any accidents in which Renter or any Additional Driver of the Vehicle are involved to relevant insurance databases; and

- process Renter's personal data in the EU and the USA for the above purposes.

i. Renter agrees if Renter breaks the Rental Agreement, Owner can give such of Renter's personal data as may be relevant to the DVLA, the DVA, debt collectors and any other relevant organization. Owner can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share Renter's personal information with its members to prevent crime and protect their assets as allowed under the Data Protection Act 1998.

j. Queries about personal data should be referred to the data controller at the registered office as reflected in the Privacy Policy, which can be found at Nationalcar.co.uk or nationalcar.com.

k. If Renter does not agree to his/her personal data being used for marketing purposes, contact the data controller as reflected in the Privacy Policy, which can be found at Nationalcar.co.uk or nationalcar.com.

l. Personal data collected will be used for the purposes encompassed on the current Privacy Policy that can be accessed at www.nationalcar.co.uk or by written request from the data controller as reflected in the Privacy Policy, which can be found at Nationalcar.co.uk or nationalcar.com.

m. The Vehicle may be equipped with a tracking device and/or a telematics system. Renter acknowledges that such systems utilise mobile telephone, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. Renter authorizes Owner and Owner's appointed providers to use and access location information and automatic crash notification concerning Renter for use in the operation of an automatic crash notification system and use of the Vehicle location system for legitimate reasons (such as to investigate a lost or stolen Vehicle or to co-operate with law enforcement authorities). Renter accepts that a tracking device may alert Owner if the Vehicle enters any designated area (such as a port) so Owner is aware if the Vehicle may be transferred abroad, if the Vehicle is driven at very high speeds, or for other security or safety reasons. Owner is not obliged to use or ensure the proper operation of any tracking device or telematics system in the Vehicle.

n. When Renter uses any satellite navigation or infotainment system in this Vehicle, Renter is responsible for any information that is stored in the systems as a result of Renter's use. Owner cannot guarantee the privacy or confidentiality of such information and Renter must wipe it before Renter returns the Vehicle to Owner. If Renter does not do this, the next user of the Vehicle will be able to access this information.

11. Ending the Agreement:

a. Renter may return the Vehicle and terminate this Rental Agreement at any time during the rental period in accordance with and subject to Paragraph 2.

b. Owner may end this Rental Agreement immediately upon written notice to Renter if Renter commits any material breach of this Rental Agreement. A "material breach" by Renter includes any failure to comply with paragraphs 3, 4 or 5.

c. Upon termination of this Rental Agreement, if Renter fails promptly to return the Vehicle to Owner, Owner may repossess it, and Renter shall be liable for the reasonable costs involved in repossessing it.

d. Termination of this Rental Agreement shall not affect Renter or Owner's rights and remedies which exist at the termination date. Any parts of this Rental Agreement which by implication continue after termination shall not be affected.

12. Governing law:

Where Renter's address is in England or Wales, this Rental Agreement is governed by the laws of England and any dispute shall be settled in the Courts of England and Wales. Where Renter's address is in Scotland, this Rental Agreement is governed by the laws of Scotland and any dispute may be settled in the Scottish Courts. Where Renter's address is in Northern Ireland, this Rental Agreement is governed by the laws of Northern Ireland and any dispute may be settled by the Courts of Northern Ireland. In any other case, this Rental Agreement is governed by the laws of England and any dispute may be settled in the Courts of England and Wales. In this Paragraph 12, "dispute" shall include both contractual and non-contractual disputes. A reference to a statute or statutory provision in this Rental Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

13. Feedback, comments and complaints:

A full copy of our complaints procedure is available to Renter upon request from any of Owner's rental branches and from our registered office.

D. SPECIFIC RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN LATIN AMERICAN CARIBBEAN

(i) FOR RENTALS ORIGINATING IN COSTA RICA

The following terms and conditions shall apply to vehicle rentals originating in Costa Rica:

1. Renter shall use Vehicle rented hereunder as per these provisions, accurately complying with the price, rental terms, coverage conditions and

other contractual clauses accepted by Renter above.

2. It is hereby expressly provided that Vehicle subject to this rental agreement is the exclusive property of Owner and Renter does not acquire any rights other than those specified in this Renter Agreement.
3. Renter receives Vehicle in good mechanical condition, as well as good body and paint condition and undertakes to return it in the same conditions.
4. "Vehicle" means not only the rented unit, but also its tires, tools, accessories, safety kit, additional equipment and additional products that are rented, and Renter is responsible for its use, and any loss or damage s/he may cause.
5. Vehicle shall be driven only by Renter if s/he has a valid driver's license or by drivers previously authorized by Owner in writing. In the case of foreign license, it shall be valid for a period of three months after the last entry into the country and the driver must carry a copy of the passport proving the date of last entry.
6. The term of this Rental Agreement is determined in the front of this agreement, as well as the rental amount, which is always calculated based on full hours and days. Renter shall return the vehicle to Owner at its headquarters or any other office available to the effect on the date specified. If Renter violates this provision, Owner will consider the vehicle as stolen or wrongfully retained, and reserves the right to recover it by any means at its disposal, and Renter shall pay the daily rental amount until Vehicle is returned or recovered and accept all responsibilities this contract stipulates. The expenses and costs to be charged to Renter for the recovery of Vehicle are US\$150 and shall be borne by Renter. Renter agrees to return, within the agreed period, Vehicle at Owner's headquarters or, if authorized, at any of its branches, on the understanding that the rent continues until Owner receives it to its full satisfaction. If Vehicle is dropped off at any point other than the authorized location, Renter agrees to pay US\$0.5 or its equivalent in local currency per kilometer of the city where they leave the vehicle to the nearest station, in addition to any charges for parking, tow trucks or other.
7. If appropriate, Renter will make a deposit at Owner's offices as security for any rental time or mileage surplus, replacement of missing parts or damages Vehicle, traffic fines or any other payment which s/he undertakes to make. Such deposit shall be by credit card or in cash. If the deposit proves to be insufficient, Renter shall cover any difference at vehicle return.
8. Vehicle shall be used exclusively to transport Renter and the persons accompanying him/her. Both Renter and the authorized drivers agree to the following: a) not to allow any other person not authorized in this contract to drive the vehicle ; b) not to drive without a valid driver's license, identity card

or passport; c) not to drive while intoxicated, under the influence of drugs , hallucinogens, narcotics , or any other similar substance ; d) not to profit from Vehicle, whether transporting people or goods; e) to obey local traffic regulations in the understanding that any infraction will be borne by Renter and will be charged to the rental regardless of the offender; f) not to take the vehicle outside the limits of the Republic without prior authorization from Owner, for which Owner must follow the necessary process before the Registry; g) no to drive over the legal speed limit; h) not to use Vehicle to tow a trailer, unless they have written consent of Owner; i) not to overload Vehicle with respect to its strength and capacity; j) to check the levels of engine oil, radiator water, and tire pressure, as well as control panel indicators; k) To lock Vehicle whenever they are outside of it; l) not to participate directly or indirectly in races or safety, resistance or speed tests; m) in general, not to use Vehicle for purposes other than those stipulated under this Rental Agreement and not to drive on obviously bad roads, beaches , rivers and other areas where it could become damaged; and n) to pay any traffic law infractions they commit.

9. If Renter does not comply with the provisions of the preceding clause, s/he agrees that the protections hired will not cover any liability for accidents that may occur to the rented vehicle driven in such conditions and therefore, Renter is responsible for all damage to the vehicle or damage to the property of others.
10. Renter shall pay Owner the following for vehicle rental at the end of this contract: a) charges for the time Vehicle was used as specified in days and hours; b) total damages and mechanical repairs resulting from accidents or other reasons caused by negligent driving through unsuitable places, crossing rivers, beaches etc. or in violation of any provision under this Rental Agreement; c) costs incurred by Owner, including attorney's fees, to collect sums owed by Renter under this contract; d) fines, penalties and other expenses and taxes on Vehicle while in possession of Renter. In case the traffic violations have been appealed, Owner shall proceed to refund the amount charged in respect of the violations until the appeal is admitted by the competent authority; e) taxes or charges set forth by the government of Costa Rica or other institutions; f) coverages accepted by Renter upon signing the contract. This does not free Renter or authorized driver or drivers of direct liability for legal violations against traffic laws committed while driving Vehicle, which must be paid along with any taxes and fines that the State allocates for such violations; g) payment for lost keys up to US\$800; h) payment for dirty upholstery of up to US\$250; i) payment for lost documents and plates US\$250 plus loss of profits; j) payment of any additional services or products agreed with Renter in the Rental Agreement; k) payment for processing of traffic violations resulting from Renter negligence US\$100, which are non-refundable regardless of any appeal; l) payment for lost assistance kit US\$100; m) payment for damage or loss of GPS up to US\$400; and n) payment for damage or loss of child seat or

booster up to US\$150.

11. Renter expressly frees Owner, its agents and employees from all liability and claims for loss or damage to personal property or any other property left or transported in Vehicle.
12. In case of vehicle damage or malfunction that warrants taking it to an auto repair shop, Renter is required to immediately notify Owner and the relevant authorities before ordering any repairs. No Renter is authorized to make any repairs to Vehicle on their own. In case of failure to comply with the above, Owner shall retain the deposit until the damages to Vehicle or to others are settled.
13. In case of odometer malfunction, Renter must report it immediately so it may be repaired or another vehicle may be provided. Failure to do so, if it is proven that the odometer was disconnected or its seal was tampered with, will result in a charge to Renter's account of US\$125 per day for the period s/he used the vehicle.
14. Renter shall be liable for damages caused to Vehicle while in his/her possession, as well as injury to any passengers traveling with him/her in Vehicle and the property of others. The responsibility for damages caused to Vehicle and passengers shall be equal to the maximum deductibles set forth in this Rental Agreement under the coverage Renter has taken and, in the case of damages to the property of others, they shall be equal to the deductibles determined by the insurance company, provided that all actions were diligent. Nevertheless, regardless of the type of coverage taken, an amount equal to the deductible for theft plus the rental estimate will be required as temporary deposit on a credit card in order to rent Vehicle. However, US\$1200 or its equivalent in local currency will be required as temporary deposit in that respect.
15. Owner and Renter agree that, in case of collision, overturn or damage to the property of others, the Owner may deduct any deductible from the deposit amount, whether or not Renter was at fault. However, Renter shall be responsible to pay the amount of damages to Vehicle, whether partial or total loss, if, for any reason, the claim for damages does not meet all the requirements agreed in this Rental Agreement or if it is proven that there was negligence against the provisions of the traffic laws, or in case of violation any of its obligations under clauses eight and twenty-two of this Rental Agreement.
16. If Renter accepts the collision and overturn coverage and also complies with all the terms and conditions agreed, his/her liability for accidental damages to the Vehicle will be limited to the payment of a maximum deductible of up to US\$1500 payable in local currency, provided that all the requirements agreed in this Rental Agreement have been met or if it is not proven that

there was any negligence against the provisions of the traffic laws. Otherwise, the damages shall be borne entirely by Renter.

17. If Renter agrees to take the coverage for damage to third parties, and also complies with all terms and conditions, his/her liability for accidental damages occurring to the property of others shall be limited to the payment of the 20% deductible of the total incident amount or a minimum of US\$250 stipulated by the insurance company, provided that the insurance company accepts the accident; otherwise, the damages shall be paid in full by Renter.
18. In case of partial or total theft of the vehicle, if Renter has taken the theft coverage, Renter shall be responsible for paying the deductible, which will be a maximum of up to US\$2000 or its equivalent in national currency, as long as the theft reporting process is followed with the relevant judicial authorities.
19. Maximum coverage includes all coverage mentioned in clauses sixteen, seventeen, eighteen, and nineteen of this Rental Agreement, applying the specific deductible for each.
20. If Renter agrees to take the windows and tires protection, s/he will not pay any amount for damages to them. If such coverage is not taken, Renter shall be responsible for any window and tire damage during the term of the vehicle rental.
21. Renter can decline the coverages that protect the vehicle in the categories stipulated by Owner, provided that another insurance company guarantees all coverages in case of accident or theft. Renter may use any credit card that offers this service to such end.
22. The above coverages will be deemed invalid and will not be recognized if the driver has not, at the time of the accident, been authorized by Renter and accepted by Owner or if the vehicle was driven against the provisions of this Rental Agreement or the traffic laws of Costa Rica, or if Renter fails to provide and/or submit all information and documentation required by existing laws and the equivalent documents the insurance carrier and the appropriate courts request. In case the traffic officer does not show up or if there is no accident report, Renter must submit a blood test showing blood alcohol levels, taken no more than three hours after the accident. In such cases, Renter accepts full responsibility for damages and other expenses and costs, and holds the lessor harmless and accepts that such things be charged to his/her deposit or credit card or other means accepted.
23. None of the above coverages shall cover loss of license plates, registration documents, car keys or GPS, baby seats or boosters, cell phones, safety kits or dirty upholstery.
24. Renter undertakes, with his or her signature, to pay Owner any

compensation arising from this contract, with the understanding that Owner can pursue legal action to collect anything uncovered.

25. For any dispute arising in connection with the interpretation and enforcement of this Rental Agreement, the parties submit to the jurisdiction of the courts of the Republic of Costa Rica, thus waiving any other jurisdiction and identified as their conventional addresses.
26. If the vehicle is rented by Renter by means of fraud or misrepresentation and used for illegal purposes, it shall be understood that its use is without permission of Owner, who will not be liable for the actions or crimes in which it is used.
27. Owner may at any time terminate this Rental Agreement without responsibility to him or her and demand full payment from Renter of any charges when requesting Vehicle.
28. An daily early return fee of US\$15 will be charged when Vehicle is returned at least one calendar day prior to the return date and the final charge is lower than the agreed cost at the start of the rental.
29. If Vehicle is kept for a longer time than as originally agreed in the contract, a daily fee of US\$15 will be charged, to be added to the cost of each rental day. This amount is additional to the cost of each extra day/week that Owner calculates in the rate based on 24-hour periods. The rental rate will be calculated based on the agreed return date versus the actual vehicle return date.
30. **Loss Damage Waiver (LDW) includes SLC and Theft Protection.** The purchase of LDW is mandatory for certain car group and is required in order to rent a vehicle. Renter may purchase mandatory LDW for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions listed on the rental agreement that invalidate LDW, to contractually waive Renter's responsibility for all or part of the cost of damage to, loss or theft of the vehicle.
31. If LDW is declined, Renter will be responsible for the full value of the damage / loss due to accident or theft. If LDW is declined for all vehicles, Renter must pay with a credit card that includes the coverage; Costa Rica must be able to confirm that LDW is included. Credit card coverage does not cover SLC. If LDW-TP is declined, SLC is mandatory. LDW deductible of US\$800 applies to Mini to Midsize vehicles and US\$1500 for Standard SUV and above.
32. **Deductible Protection (LDWD)** reduces Renter's deductible to US\$0 of any coverage purchased (LDW, SLC, TP). Drivers between the age 18-21 are not eligible to purchase Loss Damage Waiver Deductible Protection (LDWD) or Full Coverage Protection (SCV1)
33. **Roadside Plus (RSP)** - Covers service for key replacement, towing, jump start, lockout service, fuel delivery.

34. **Supplemental Liability Coverage (SLC)** The purchase of Supplemental Liability Coverage is mandatory if LDW is declined. Supplemental Liability Coverage covers Renter's liability to third parties resulting from auto accident in rented vehicle for property damage, other than to the rental vehicle, up to US\$11,000. SLC also provides accidental death and medical expense benefits resulting from an accident for the amount established by a Costa Rican court of up to US\$90,000 per person and up to US\$225,000 per accident for third parties. SLC does not cover the Renter, relatives, any immediate household members, nor other passengers (in Vehicle). PLI has a deductible of 20% or US\$250 minimum. SLC is only mandatory if LDW is declined
35. **Tire and Windshield Protection (TWP)** Reduce the responsibility of damages caused to tires and windshields due to road condition. Included if Renter purchases LDW and LDWD together.
36. **Cross Border Policy.** Renters wishing to visit Nicaragua must prearrange at time of rental, for a vehicle exchange at the Costa Rica/ Nicaragua border. A three (3) day minimum notice is required. Renters can only rent the following vehicles: Mini to Compact. Upon vehicle exchange at the border, the original agreement is closed and a second rental agreement is issued by National Nicaragua (same rate is applied). A vehicle exchange fee totaling US\$50 is assessed; US\$25 charged by Costa Rica when the original agreement is closed plus US\$25 charged by Nicaragua when the new agreement is opened. When Renter returns to Costa Rica, the same process applies plus an additional US\$50 exchange fee. Renters not planning to return to Costa Rica must notify the rental location in Costa Rica when prearranging the vehicle exchange.

25. List of Subsidiaries of Enterprise Holdings, Inc., referenced in Section A.2. of the Renter Agreement.

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS, LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC

Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Company of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
PRERAC, Inc.
Enterprise Rent-A-Car Canada Company
Enterprise Rent-A-Car UK Limited
Enterprise Autovermietung Deutschland GmbH
ERAC Ireland Limited
Citer, S.A.
Autotransporte Turistico Espanol, S.A.

26. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (888) 273-5262, email mobility@nationalcar.com, or TTY 1 (800) 328-6323.