

Present GRAT is concluded between **Rent a FIAT 500 Kft. (Rent a FIAT 500Ltd.)** (head office: HUNGARY - 1163 Budapest, Veres Péter út 51.) as lessor (hereafter: **Lessor**) and all their clients as Lessees and includes the general conditions set forth in the individual Car Rental Agreement, with the covenants thereby foreseen, and under the following terms and conditions:

Present General Rental Agreement Terms (GRAT) is applicable both to the Lessor and to the Lessee notwithstanding the absence of specific individual clauses to this effect. The Lessor provides and the Lessee (whose name is specified in the Rental Agreement) leases the vehicle specified in the Rental Agreement (hereafter: Vehicle) with the terms listed below:

1. The Rental Agreement comes to effect with the receipt of the order made by the Lessee and the confirmation of the order by the Lessor. If the Lessee does not agree with the specific content of the order confirmation he is obliged to immediately, and no later than within one working day, notify the Lessor of any changes, otherwise the Rental Agreement will come effect with the content of the order confirmation.
2. The Lessee places the order on the Lessor's website [www.rentafiat500.hu](http://www.rentafiat500.hu) by giving the required information, or by giving a written notification (by email or by filling out a paper form). The Lessee acknowledges that accepting the present GRAT and paying the rental fee are the conditions of the order confirmation and the concluding of the rental agreement.
3. After the payment of the rental fee, the Lessor confirms the order to the Lessee by email, therefore it follows that if there is no order confirmation, there is no rental agreement in force. The order confirmation contains all important contractual conditions that are necessary for the completion of the rental agreement.
4. Upon payment of the rental fee, the Lessee receives the vehicle in impeccable condition as detailed and set out in the Handover Minutes and Condition Sheets, for use during the period as set out in the Rental Agreement, and he/she is obliged to return it in the same condition – accept for normal wear and tear – with its keys, original documents, all wheels and parts as they are listed in the Rental Agreement (with the same level of fuel as it was handed over with) at the location and time specified in the Rental Agreement (accept if the Lessee requests otherwise and the Lessor allows the extension of the Rental Agreement or if the vehicle is returned earlier for the request of the Lessee).

In case of force majeure (e.g. cancelled flights, sudden hospital treatment, unplanned interruption of the travel etc.) the Lessee has the right to request the early return of the vehicle (by email and phone) from the Lessor who will consider the request relevant to the circumstances prevailing in every individual case. Returning the vehicle before the time specified in the Rental Agreement does not entitle the Lessee to any compensation or to the reimbursement of the rental fee.

5. The Lessee is obliged to operate the vehicle and its parts and accessories in accordance with the manual relevant to the make and model and to protect the vehicle from all damage. The Lessee is obliged to do his/her utmost to protect the vehicle from criminal acts, especially theft. This means that the vehicle should be locked when not in use, not to leave valuables in the car or at all visible if left in the car and to park the vehicle in a safe guarded area and to take into consideration the conditions of the area and circumstances at all times when leaving the vehicle. Should any damages occur by failure of the Lessee to observe the foregoing the Lessee is responsible to cover all costs and expenses incurred as a result. By signing the Rental Agreement, the Lessee accepts that he/she received the vehicle in impeccable conditions as detailed in the Handover Minutes and Condition Sheet. The Lessee is responsible for the vehicle and its parts and accessories until it is

returned to the Lessor or to a person official appointed by the Lessor

6. The vehicle can be used by the Lessee who is named in the Rental Agreement and who has a valid drivers' licence held for than one year and is older than 21 years old. The vehicle can be used by another named individual in so far as that person holds a valid drivers' licence for more than a year and is older than 21 years old and has a written rental, secondary driver agreement. For the period of the Rental Agreement it is the Lessee that is responsible for the vehicle and all its parts and accessories, even if caused by the actions of a named secondary driver.

7. The Lessee is obliged to use the vehicle as it is intended and with care. It is forbidden to smoke in the vehicle or to carry out any activity that may cause fire, or to transport or store flammable, explosive, corrosive, polluting materials.

For the period of the Rental Agreement the Lessor forbids the Lessee to carry out the following activities with regards to the vehicle:

- to sub-rent the vehicle or to allow a person to drive the vehicle who is not authorized to drive as stated in the Rental Agreement
- to continue to drive the vehicle in the event of any technical faults that prevent the secure operation of the vehicle (eg: engine oil, cooling liquid warnings etc)
- to give driving lessons
- to tow or move a trailer
- to consume alcohol, drugs, narcotics, hallucinogenetics or other materials – that impair or alter reaction time and can cause unconsciousness or to allow another any other person to drive the vehicle who may be under the influence of such materials
- to transport illegally anything contrary to legal and customs regulations
- to transport people, valuables or other for a fee tacitly or implicitly
- to drive the vehicle in car races (including racing or training therefore)

Should the Lessee violate or disregard the conditions of the present GRAT and the Rental Agreement, it will lead to the immediate termination of the Agreement by the Lessor and the Lessee shall be responsible for all damages identified or caused by such violation.

The Lessee is obliged to immediately notify the Lessor in the event of any technical problems or the breakdown of the vehicle or if there is any suspicion of the same and he/she is obliged to pay any damages that arise from him omitting to make such notification.

8. The Lessee is to respect and obey all traffic regulations and he/she accepts that the event of any transgression or infringement thereof, or the imposition of illegal parking (fines, penalties etc) or any administrative fines, these shall be paid by the Lessee and he/she accepts that the Lessor has the right to collect such monies in the same way as the rental fee even after the period of the Rental Agreement has ended.

9. Prior to the handover of the vehicle a deposit is to be made available in the amount specified in the Rental Agreement by the Lessee in accordance with the contents of Annex 1, such amount providing the security for any damages or traffic regulation infringements. Making the deposit available for the Lessor is conditional for handing over the vehicle to the Lessee and in the event the Lessee does not place the deposit in an acceptable form the Lessor has the right to immediately withdraw from the Rental Agreement. Within 15 days after the expiry of the Rental Agreement the deposit will be released as it is defined in Annex 1 except if there are any damages or other fines or dues. In such cases of damages or fines etc the Lessor is only obliged to release the amount left after such damages and fines have been fully paid. The Lessor is not obliged to release and return

any deposit should there be any pending questions or outstanding amounts with regards to damages or fines. The Lessor does not pay interest on any deposit held. In case of credit card payment, the amount of the deposit, with the approval of the Lessee and upon the approval of the Lessor will be locked on the Lessee's account. Releasing the block – in the event it is not used or required – will be after the termination of the Rental Agreement when the Lessor notifies the bank. The Lessor is not responsible for any banking charges or activities with regards to the deposit other than initiating the release.

10. Based on the GRAT the Lessee is obliged to pay to the Lessor the following:

- the fees for the time he/she used the vehicle on the prices specified in the Rental agreement – bearing in mind that a day is 24 hours and for using the vehicle 29 minutes longer without the Lessor's consent, he can charge for another day;
- a fee for the kilometres travelled as is specified in the Rental Agreement unless it defines unlimited mileage;
- insurance for damage and/or theft, reduction of deductible in case of damage, personal accident insurance if the Lessee utilised them as set out in the Rental Agreement and the fee specified does not include them;
- any deductible and compensation due;
- So called lost days (when the Lessor cannot rent the vehicle due to the fault of the Lessee) due to violating any parts of the GRAT based on the rental fees, transport, repair costs and administration costs;
- return transport fee if the Lessee wishes to pick up or drop off the vehicle in a special venue based on the Rental Agreement;
- the fee for any named second driver and any extra accessories (such as GPS system, child seat, snow chains etc) as listed in the Rental Agreement;
- refuel costs (petrol and service) if the Lessee returned the vehicle with less petrol than what was provided at pick up;
- costs arising from violating traffic regulations, fines, surcharges, excess charges, administration fees or relating court and official fees
- in case of losing the vehicles documents (registration book, green card) or the licence plate a cost of gross 200 EUR will be applied per individual item lost, losing the car's keys gross 600 EUR, damaged or missing GPS system gross 500 EUR, visibility vests gross 3 EUR/piece, warning triangle and first aid kit gross 30 EUR/piece;
- damaging or losing any other additional accessories – that can be checked at booking – a cost that is listed on the website;
- costs for damage or extreme wear & tear due to inappropriate use of the vehicle, or if there is a need for extra thorough cleaning above normal cleaning due to extreme dirt, or if there is a need for disinfection a gross 200 EUR extra cost;
- if it is proven, that the Lessee did not fill the car up with the appropriate and specified fuel and the car is damaged because of this, any damages and the cost of the fuel;
- in case of electronic caution the costs of regular blocks carried out by the credit card provider;
- costs of operation and other outgoings occurring during the rental period (petrol, parking etc.).

11. Leaving the borders of Hungary with the rented vehicle is only allowed with a prior written approval. Issuing such approval can be denied by the Lessor without giving any reason for it. Should the Lessee violate this provision, the Lessor has the right to immediately terminate the Agreement and the Lessee is obliged to cover all damages and costs of returning the vehicle.

## General Rental Agreement Terms - GRAT

12. The Lessee acknowledges that if he/she returns the vehicle at the end of the rent period at a time different to that stated in the conditions as set out in the GRAT and the Rental Agreement (and in the order confirmation); the procedures of handover, the condition survey, the closing of the Rental Agreement will be on the next working day at 10 am., where the Lessee is entitled to be present. If the Lessee cannot participate, he/she cannot dispute the result of the condition report and closing of the Rental Agreement and acknowledges that in his/her absence if there were any damages found he/she is liable for payment and needs to pay compensation in accordance with the terms set out in the Rental Agreement; such compensation is due to the Lessor and the the Lessor has the right to these payment as it is set out in the Rental Agreement.
13. The Rental Agreement and the fees included in it have been agreed to without offset or variance. Other prices can only be applied if the Parties agree under separate cover and the Rental Agreement is specifically modified to reflect the same, except in the case where the conditions of the actual return of the vehicle are not as a result of actions of the Lessor in which case and extra charge can be implied.

If the Lessee wishes to use the vehicle longer than the period determined in the Rental Agreement he/she needs to notify the Lessor at least 24 hours prior the expiry of the rental period in person or in writing or by telephone. For any extension it is necessary to pay an additional deposit. The Lessor is not obliged to extend the rental period. If the Lessor does not accept the extension of the rental period the deposit is returned to the Lessee.

The Parties state that the Lessee is only able to cancel or modify the order without imposition of a charge until the order is confirmed by the Lessor. Afterwards the Lessor is entitled to charge the following penalty:

- EUR 40 between the confirmation and picking up the vehicle if the notice was given at least 15 days prior to the pick up date.
- EUR 60 if the cancellation was between 5-15 days before the vehicle was scheduled to be picked up;
- EUR 80 if the cancellation was less than 5 days before the vehicle was due to be picked up.

The penalty imposed will be deducted from the rental fee paid previously, or if such fee does not cover the charge the Lessee is obliged to pay immediately upon issue.

During the period of the Rental Agreement the Parties agree that if all conditions are met termination is not possible. In case the Lessee violates the Terms of the Agreement in any way and specifically if he/she does not make the deposit available as set out prior to picking up the vehicle or does not return the vehicle by the defined deadline, 5 hours after the end of the rental period and the vehicle is not in the condition it is specified in the contract without a valid reason, the Lessor has the right to immediately terminate the contract and take – confiscate – the vehicle back from the Lessee. In case of violation of an important item in the Rental Agreement the Lessor also has the right to immediately terminate the contract and take – confiscate – the vehicle, if the Lessee does not pay any debt. The Parties agree that if the Lessee does not return the vehicle within 5 hours of the end of the rental period or does not extend the time of the rental period with the agreement of the Lessor or does not explain the delay with a valid explanation, the Lessor has a legal right to assume that the vehicle is involved in acts of a fraudulent nature identified as a criminal act as defined by the BTK Btk. 372.§ act and can report the act and and commence necessary legal proceedings.

The Lessee is entitled to terminate the agreement with immediate effect if the Lessor does not provide him/her with the vehicle by the deadline specified in the rental agreement.

The Lessor – working exclusively with the FIAT 500 - as brand and type – does not guarantee a change in vehicle type to the Lessee in the case of damage to the vehicle that results in it not being possible to use - therefore if the Lessor cannot give an appropriate change vehicle, the Lessee is entitled to immediately terminate the contract.

If there are further conditions that prevent the safe use of the vehicle the Parties will immediately notify each other (on email up to 5 day prior the rental period and both on email and telephone during the period of the Rental Agreement.).

The Lessee is entitled to a reimbursement for the time the vehicle was not in a condition to be used appropriately (the Lessor is not entitled to interest or other fees) especially in the instance the Lessee did not accept any offered change in vehicle.

14. In the event that the Lessee or any driver who is specified in the Rental Agreement causes an accident that results in personal injury or financial damage:
  - He/she is obliged to obtain police assistance or in case the vehicle is burgled, broken into or stolen he/she must make a report at the relevant police station and provide the Lessor with the documents of such events (proceedings, records, certificate etc.);
  - needs to inform the Lessor any events regarding the vehicle without delay;
  - obliged to act with care to clarify the event and to do his/her utmost to obtain the information of the participants involved in the event – licence plate of the other vehicle, name of owner/driver, address, telephone number, name of witnesses, address and telephone number, site plan, photos;
  - The Lessee cannot act or represent and cannot give any admission or acknowledge or make any statement that maybe harmful for the Lessor;
  - He/she is obliged – after discussions with the Lessor – to ensure the vehicle is placed in a secure location and protected at the cost of the Lessor;
  - obliged to fill out any accident form and car insurance claim form and send it to the Lessor without delay.
15. In case there is a technical problem with the vehicle or an accident and there is a need for rescue or an exchange vehicle, the Lessee should require assistance through the Lessor’s central office and should be cooperative in satisfying the circumstances to ensure the situation is resolved (e.g. find a tyre repair shop, wait for the assistance service etc.). For costs incurred by delays due to damage or technical problems related to the vehicle, the Lessor bears no responsibility and is exempt from any and all obligations. Also the Lessor is not responsible for damage or disappearance of any valuables left in the car.
16. The Lessor has all obligatory and fully comprehensive (casco) insurance for the vehicle (hereafter: Insurance) and all motorway stickers for the Hungarian motorways.
17. If the Lessee causes an accident he/she is obliged to pay for 10% of the gross value of the damages defined by the insurance company or at least minimum 200 EUR to the Lessor as compensation. In case of theft or total loss of the vehicle, the Lessee is to pay 10% of the gross sales value of the car based on its original sales invoice. In case the vehicle is damaged due to the fault of the Lessee, the Lessor is entitled to charge the Lessee for 10% of the deductible, and for any damages that were not covered by the insurance company and can be proven by invoices (repair and purchase) after the expiry of the Rental Agreement. In case the insurance company does not pay – irrespective of the reason for non payment – the Lessee must pay as compensation the deductible as it is specified in the Rental Agreement in case the vehicle is returned with any damage

occurring during the rental period. The insurance does not cover damages to the tyres, rims, curbs and any damage to the interior, or damages caused by using inappropriate fuel therefore, any of these events should be fully covered by the Lessee. The Lessee accepts all calculations of the insurance company in case of damage and theft. The Lessee is obliged to pay fully, up to and including the full sales value of the vehicle in the cases below:

- For any damages caused to the vehicle during the rental period that does not qualify as insured damage;
- in case of theft, if the Lessee left any of the vehicle's keys or its documents in the car;
- any activities of the Lessee or those associated with him/her that prevents or delays the recovery or restoration by the insurance company;
- for overburdening or inappropriate use of the vehicle.

In this GRAT all damages qualify as an insurance claim that are events covered by insurance or deemed as damage by the insurance company.

18. The service provided by the Lessor is deemed complete when the Lessee has returned the vehicle at the end of the rental period and the vehicle is returned to the Lessor's ownership. Issuing any invoices relating to the completion of service is in accordance with the general VAT regulations and within time specified in 163.§ (1)-(2) exclusively in an electronic format. Upon finalizing the order the Lessee agrees that based on 2007. CXXVII. VAT Regulations 175.§ (3) b) the invoice will be sent only electronically based on the details specified in Annex 1. The Lessor accepts any complaints with regards to the content of the invoice up to 30 days after the expiry of the Rental Agreement.
19. The Lessor manages the personal information and data supplied for the Rental Agreement in a secure manner. The Lessee can ask to look at the data stored relating to him/her and can update those through Customer Service. If the Lessee agrees in the Rental Agreement, the Lessor can send offers from time to time to the contact designates provided.
20. The Lessee can pay the fees in Euros (EUR), Hungarian Forints (HUF) or in another currency in accordance with the specifications of Annex 1.
21. The Lessor has the right to sell not only his own services but services he has purchased in an unchanged form as mediated services.
22. Annex 1 on Fees and Payment Terms is the integral part of present GRAT.
23. This GRAT is an integral part of the Rental Agreement and in case of any matters not included herein or in case of any disputes the Hungarian legal regulations shall be relevant.
24. In the case of any disputes the Parties will try to settle in an amicable matter. In case any disputes arising from their legal relationship based on the GRAT and the Rental Agreement concluded between them and they cannot settle this in an amicable matter, the relevant court of arbitration shall be exclusively the Buda Central District Court (Hungary).