

General Terms and Conditions of Vehicle Rentals

I. Introductory Provisions

1. These General Terms and Conditions of Vehicle Rentals (hereinafter referred to as the "GTC") constitute an integral part of the vehicle rental agreement or other contract, if specifically agreed by and between the Lessor and the renter (hereinafter referred to as the "Agreement"). For the purpose of the GTC, the Agreement shall also mean an order confirmed by the Lessor and the renter (e.g. example order supplementary services). The Lessor's price list of services and supplementary services (hereinafter referred to as the "Price List") which are used by the renter or the provision of which have been caused by the renter constitutes an integral part of these GTC. The Price List is also made available by the Lessor on the Lessor's website. If any service is selected pursuant to the Price List, the renter is required to pay the price thereof.

Short-term rental shall mean any rental for a maximum of 29 days with the option of extension thereof based on the written consent of the Lessor.

Long-term rental shall mean any rental for a period of at least 30 days or more with the option for further use of the vehicle even after the expected expiry of the rental based on a written notice made by the renter to the Lessor before the date of expiry of the rental.

Day (1 day) shall mean a duration of 24 hours.

2. For the purpose of these GTC, the Lessor shall mean the company **JP-AUTO RENT s. r. o., with its registered office at Dolné Hony 425/23, 949 01 Nitra, Slovak Republic, Company ID no.: 52 964 841, registered with the Commercial Register of the District Court Nitra, section: Sro, insert no.: 50739/N** (hereinafter referred to as the "Lessor").

3. The Lessor represents:

- a) to be the rightful holder of the motor vehicle specified in the handover/ takeover protocol which is the subject of the rental (hereinafter referred to as the "Vehicle"),
- b) that the Vehicle has been duly registered in the motor vehicle register maintained according to a special law,
- c) to have taken out an insurance policy for compulsory motor

vehicle insurance as well as motor hull insurance covering domestic territory and other European countries (note: in particular, EU countries) to resolve road-traffic accidents,

d) to have duly paid the annual circulation tax regarding the Vehicle.

4. The provisions on alternative dispute resolution in the Agreement in conjunction with the GTC shall apply only to the renter who is considered a consumer under a special law – the Consumer Protection Act.

II. Subject of the Rental, Amount of the Rent and Deposit, and Payment Terms

1. The Lessor lets to the renter the Vehicle specified in the handover protocol to be temporarily used by the renter for remuneration and subject to the terms and conditions specified in the Agreement. Unless stipulated otherwise, the provisions of the Agreement shall always take precedence over the provisions of the GTC as well as the non-mandatory provisions of laws; the GTC shall always take precedence over the non-mandatory provisions of laws.

2. The Lessor assures the renter that the Vehicle is fit for operation and use for the purpose specified in the Agreement, if such purpose is specified, otherwise for the purpose it usually serves. By taking over the Vehicle based on the handover protocol, the renter confirms to have been acquainted with the technical and visual condition of the Vehicle and to take over the Vehicle in this condition.

3. The start of the use of the Vehicle occurs at the moment of handover of the Vehicle to the renter based on the handover protocol. The handover protocol shall contain, in particular, the following data: the number of the Agreement, the identification of the parties, the specification of the Vehicle, the license plate number of the Vehicle, the vehicle identification number, the name of the person who has taken over the Vehicle, the name of the person who handed over the Vehicle, the odometer status, the fuel status in the tank, the date of handover and takeover of the

Vehicle, a description of the equipment and a list of accessories to the Vehicle which have been handed over to the renter with the Vehicle, the technical and visual condition of the Vehicle (immediately before the handover of the Vehicle to the renter by the Lessor, a graphic/text documentation of the vehicle type such as the Vehicle with the statement of defects and description thereof shall be drawn up and sent to the renter's contact e-mail address), any malfunctions and damage to the Vehicle, if any, and a list of documents regarding the Vehicle handed over to the renter.

4. The renter undertakes to pay the rent in accordance with the Agreement. Value added tax (VAT) shall be added to the amount of the rent and invoiced and in the amount and subject to the legal requirements and laws in force at the time of supply of the taxable transaction according to the tax document – invoice.

5. If the renter incurs any monetary obligation vis-à-vis the Lessor (in particular, but not limited to, due to non-payment of the rent properly and on time or failure to replenish the deposit properly and on time according to paragraph 8 of this Article of the GTC), the Lessor shall be entitled to contractual default interest in the amount of 0.5 % of the amount due for each and every day of default as well as for each commenced day of default. If the renter's default with payment of any due receivable of the Lessor exceeds 14 days, the Lessee shall have the right to withdraw from the Agreement without providing any additional period for performance or any special notice associated therewith.

6. For invoicing purposes of short-term rentals under the Agreement the parties agree that for invoicing purposes the rent of 1 day shall be deemed to be the rent agreed for 1 day of short-term rental. For invoicing purposes of long-term rentals under the Agreement the parties agree that that for invoicing purposes the rent of 1 day shall be deemed to be the rent agreed for 1 day of long-term rental.

The Parties agree that the rent shall be invoiced by the Lessor as follows:

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- a) in case of short-term rentals under the Agreement, the Lessor shall issue to the renter a tax document – an invoice in arrears and within 15 days from the date of termination of the rental and handover of the Vehicle to the Lessor for each individual day of the short-term rental,
- b) in case of long-term rentals under the Agreement, the Lessor shall issue to the renter a tax document – an invoice in advance and on the date of handover of the Vehicle to the renter for the period up to the end of the given calendar month and, where applicable, for the entire next calendar month, and then always in advance on the first day of the calendar month for the given calendar month, for each day of the expected duration of the long-term rental. Unless agreed otherwise, in the event of non-compliance with the duration of the long-term rental by the renter, the Lessor shall be entitled to invoice the renter the rent in the amount applicable to the Vehicle according to the short-term rental price, of the amount of which the renter is to be informed in advance.
7. The parties agree that in case of long-term rental under the Agreement, on the date of signing the Agreement, however, always no later than before the handover of the Vehicle to the renter, the renter shall pay to the Lessor the rent for the use of the Vehicle as well as the deposit. In case of short-term rental under the Agreement, the renter shall pay to the Lessor the deposit on the day of signing the Agreement, however, always no later than before the handover of the Vehicle to the renter.
8. Unless agreed otherwise, the Lessor is entitled to request from the renter the payment of a deposit in the amount depending on the category of the Vehicle and the amount of which is specified in the Price List, in particular, but not limited to, to secure and satisfy any claims of the Lessor vis-à-vis the renter, regardless of maturity, type or legal ground for origin thereof, in particular due to damage to the Vehicle. By concluding the Agreement, the renter gives consent to the use of the deposit by the Lessor. The Lessor is entitled to use the deposit at any time for the above purposes and shall inform the renter on the use as well as the relevant amount thereof in writing (even by e-mail) and the renter shall be required to replenish the deposit to the original amount within 7 days from the date of notification of this fact by the Lessor. For the avoidance of doubt, the Lessor may subject the handover of the Vehicle to the renter to the payment of the rent and the deposit.
9. The deposit shall also cover the renter's agreed deductible in the event of road-traffic accident in the amount of 10 %, however, in the minimum amount of EUR 400 for each road-traffic accident or any other damage, unless the parties agree otherwise. According to the Price List, the renter may select reduction in the deductible to 5 %, however, in the minimum amount of EUR 200 or a reduction of the deductible to EUR 0 (damage to the interior, chassis, engine, tyres and theft are excluded). If any damage occurs, the renter shall be sent a calculation of the compensation of the damage incurred, and if the damage exceeds the amount of the insurance coverage or the deposit, the renter shall be obliged to pay the amount exceeding this coverage from the insurance or the deposit to the Lessor within 3 days of the date of delivery of a notice. In the event of any damage to the Vehicle, the renter is obliged to pay the Lessor an administrative fee for resolving the event giving rise to the damage in the amount according to the Price List.
10. The Lessor is entitled to unilaterally set off the Lessor's receivable vis-à-vis the renter against the renter's receivable vis-à-vis the Lessor, regardless of maturity, type, or legal ground of origin thereof. Any unilateral set-off of receivables by the renter is excluded. The parties agree that the Lessor is entitled to assign and/or pledge the receivables arising from the Agreement to or for the benefit of a third party without the prior consent of the renter. Assignment of the renter's receivable against the Lessor or any pledge thereof shall require the prior written consent of the Lessor.
11. The Lessor usually returns the unused deposit to the renter within 30 days of the termination of the Agreement. In the event of failure to comply with this deadline for reasons on the part of the payment system operator, the Lessor is not responsible for any delay in returning the deposit.
12. The invoice must contain all the particulars of a tax document stipulated by the laws in force in the Slovak Republic. The invoice shall be deemed to have been paid on the day when the relevant amount is credited to the Lessor's bank account specified in the invoice or on the day of its cash payment. The deposit shall be deemed to have been paid on the day on which the relevant amount is credited to the bank account of the Lessor specified in the Agreement or other tax document – invoice or on the day of its cash payment, or on the day when reservation has been made to the benefit of the Lessor.
13. Payment by card may be made and shall be accepted by the Lessor only if a payment card issued with the name and surname/ business name of the renter is used for the payment transaction.
14. The Lessor is obliged to inform the renter of any use of the deposit to settle its claims against the renter and of the reasons for such additional settlement and may at the same time inform the renter on the amount necessary for the renter to replenish the deposit and the period within which the deposit is to be replenished.
15. If part of the payment for the Vehicle rental or other payments according to the Price List is covered, or guaranteed by a third party, for example assistance services, etc., the Lessor is entitled to satisfy its claim by such performance, and to such extent the Lessor shall no longer request performance from the renter.

III. Rights and Obligations of the Lessor

1. The Lessor is obliged to hand over to the renter the Vehicle in a condition fit for operation and use and together with the documents necessary for the use of the Vehicle with one set of keys, vehicle registration certificate (OEV) – with the "small" technical certificate (Part I.), confirmation of the existence of

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compulsory motor vehicle insurance. The parties shall draw up a written handover protocol on the handover and takeover of the Vehicle.

2. The Lessor is obliged to hand over the Vehicle to the renter on the day of the commencement of the rental period in a condition fit for operation and use in accordance with the Agreement and at the agreed place, which is usually the place of business of the Lessor or of the Lessor's contractual partner.

3. The Vehicle shall also be deemed to be handed over at the moment when the Lessor has given the renter the opportunity to take over the Vehicle, even if the renter has not taken over the Vehicle for reasons on the part of the renter.

4. The Lessor is entitled at any time during the term of the Agreement to inspect the proper technical condition of the Vehicle and compliance with other contractual obligations by the renter. For this purpose, the renter is obliged to provide the Lessor with all necessary assistance.

5. If there is any defect in the Vehicle as a result of which the Vehicle is immobile or unfit for use on public roads, except in cases of road-traffic accidents or other circumstances caused by the renter, the Lessor is obliged to provide the renter with a replacement vehicle of a comparable category for the time until the defect is removed.

6. The Lessor is obliged to ensure that periodic technical and emission inspections, including regular maintenance or mandatory servicing inspections, are carried out and for the purpose of which the renter is obliged to deliver the Vehicle in time to a place specified by the Lessor, without giving rise to the renter's right to any rent waiver, rent discount or any other performance of monetary or non-monetary nature by the Lessor.

IV. Obligations of the renter

1. The renter is obliged:

- a. to take proper care that no damage occurs to the Vehicle and to prevent and avert any damage by all possible means,
- b. to use the Vehicle exclusively in the manner of its intended purpose under the Agreement, if applicable, otherwise in the

manner for which it is usually intended,

- c. to inspect the Vehicle upon takeover and notify the Lessor of all defects found and which shall be recorded in the handover protocol. The Lessor shall not be liable for defects that the renter could have discovered during the inspection and failed to notify the Lessor thereof,
- d. to maintain the Vehicle in good technical condition and visual condition, carry out routine maintenance of the Vehicle, to wash the Vehicle as necessary (contactless car wash only), clean the interior, in the event of any discovered/ detected malfunction or need for repair of the Vehicle to immediately (within 24 hours) notify the Lessor in writing and follow its instructions,
- e. to bear all financial claims, in particular fines or other sanctions imposed by competent state or administrative authorities on the Lessor in connection with any breach of obligations and strict liability in the operation of the Vehicle by the renter and endure that data (including personal data of the renter) which are available to the Lessor shall be provided to the relevant state or administrative authorities, to which, for the purpose of the Agreement, the renter grants its unconditional and irrevocable consent,
- f. when leaving the Vehicle, to secure the Vehicle against opening and/or theft and damage by means with which the Vehicle is equipped,
- g. in the event of any road-traffic accident or any damage to the Vehicle, to report this fact to the police officers of the Police Force of the Slovak Republic, to write an appropriate record of the accident and to notify the Lessor of this fact without undue delay (note: in all circumstances, the renter is obliged to immediately inform the Lessor on any and each damage to the Vehicle, to follow instructions of the Lessor, to provide the Lessor with all assistance, to record the damage with a camera, to provide

documents and evidence for asserting the Lessor's claims),

- h. to hand over the Vehicle to the Lessor upon termination of the Agreement (for any reason whatsoever) together with the accessories of the Vehicle that has been taken over by the renter, to state in the handover protocol the technical and visual condition of the Vehicle (with simultaneous photo documentation proving any damage to the Vehicle that will or may serve to prove the legitimacy of liability claims, etc.) with data relating to the Vehicle and its operation,
- i. to ensure that there is no excessive, disproportionate wear and tear of the Vehicle,
- j. to refill the working fluids and other fills into the Vehicle if refill is necessary and use only mixtures recommended by the manufacturer (note: AdBlue refill in a volume of max. 5 liters),
- k. to use the Vehicle exclusively for the purposes for which the Vehicle serves (operation on paved roads),
- l. to notify the Lessor of the names, addresses, driving license numbers, and ID card numbers of all drivers who are to operate the Vehicle on the renter's instruction and at the same time to acquaint them with the rental terms under the Agreement (note: the above-mentioned persons are obliged to have the appropriate driving license to drive the Vehicle in Latin alphabet), with the consent of the persons concerned to procure copies/photographs of their driving licenses and identity documents.
- m. to regularly check, in particular, the condition, temperature and quantity of the coolant, oil fillings, brake fluids, tire inflation in accordance with the values as prescribed by the manufacturer, maintenance and condition of the accumulator, and to report any deficiencies to the Lessor,
- n. in the event of damage to another vehicle or damage to other property caused by the operation of the Vehicle, to report such fact, i.e., the occurrence of damage, properly and in a timely manner to the relevant insurance

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- company on the prescribed form and within the statutory period (15 days - in the event of any road-traffic accident occurring in the territory of the Slovak Republic, 30 days - in the event of any road-traffic accident occurring outside the territory of the Slovak Republic); at the same time, to notify the Lessor of such fact in writing always immediately (but no later than within 48 hours from the occurrence of the insured event),
- o. in the event of loss of the vehicle registration certificate, loss of keys or other device regarding the mechanical or electronic security equipment with which the Vehicle is equipped, to reimburse the Lessor for the costs associated with restoring the relevant shortcoming to the original condition, i.e., in particular costs of procurement of a new vehicle registration certificate, production of new keys or repair of the security device, etc., including administrative fees associated therewith according to the Price List,
- p. to return the Vehicle together with all originally received documents, keys, and equipment to the Lessor on the agreed date and in the condition in which the Vehicle has been taken over by the renter, taking into account the usual wear and tear resulting from use and in accordance with the Agreement,
- q. under no circumstances is the renter allowed to sublease the Vehicle to any third party without the explicit and written prior consent of the Lessor,
- r. to refrain from excessive littering of the Vehicle, in particular the renter acknowledges that smoking is forbidden in the Vehicle, and any violation of this prohibition (especially detected on the basis of residues of tobacco ash in the interior of the Vehicle or tobacco odor) shall be individually punishable (beyond any limit) by a special contractual penalty of EUR 500 and also the renter is obliged to provide compensation for the damage caused thereby (note: for the avoidance of doubt, cleaning of the Vehicle associated with replacement of parts of the interior of the Vehicle),
- s. to return the Vehicle cleaned: in the event of any uncleanness of the Vehicle, the renter undertakes to pay the costs associated with the cleaning of the Vehicle according to the Price List.
- t. the renter is entitled to use the Vehicle for the period specified in the Agreement and in accordance with legal regulations, the Agreement, the GTC and the instructions for use and operation.
2. The renter is not allowed to provide the Vehicle as a collateral or security and is obliged to prevent giving rise of any third-party rights to the Vehicle. Furthermore, without the prior written consent of the Lessor, the renter may not dispose of the Vehicle or allow the Vehicle to be used by third parties. The renter is entitled to allow the Vehicle to be used by third parties only with the prior written consent of the Lessor; should the Lessor grant consent to the Vehicle to be used by third parties, the renter shall be liable as if the Vehicle had been used by the renter themselves.
3. The renter is obliged to use the Vehicle in such a manner as to prevent occurrence of any damage to the Vehicle. The renter is obliged to immediately inform the Lessor on any damage to and all defects in the Vehicle.
4. Before each and every use of the Vehicle, the renter is obliged to check its technical condition, including the condition of the tires. Should the renter find any defects in the Vehicle, the renter is obliged to immediately inform the Lessor thereon. The Lessor shall procure the removal of defects depending on their nature.
5. The renter is not allowed to carry out any technical interventions on the Vehicle. If the renter has made modifications to the Vehicle without the prior written consent of the Lessor, the Lessor shall have the right to request the removal of such modifications and restoration of the Vehicle to its original condition, with all costs being borne by the renter. If removal of additional modifications to the Vehicle is not possible without its deterioration, the additional modifications of the Vehicle shall become the property of the Lessor for the purchase price agreed in the amount of EUR 1.00 incl. VAT and the renter shall not be entitled to any other compensation.
6. The renter is fully responsible for any damage or other harm caused to any third parties by using the Vehicle. The renter is responsible for all fines or other penalties imposed by authorities authorized to do so in connection with the operation of the vehicle or its unsatisfactory technical condition. This shall also apply where the fine is imposed by the competent authority on the Lessor as the holder of the Vehicle due to breach of the obligations of the vehicle holder under a special law.
7. When parking, the renter is obliged to secure the Vehicle with all security devices with which the Vehicle is equipped, and park exclusively in secured parking lots with security service or CCTV. When leaving the Vehicle, the renter may not leave the vehicle registration certificate in the Vehicle.
8. The renter is obliged to inform the Lessor without any delay about the loss or theft of the vehicle registration certificate, vehicle keys and/or keys to the mechanical security device, remote control, license plate number, etc. The costs of delivery of lost or stolen items in the form of administrative fees associated therewith according to the Price List shall be borne by the renter.
9. The renter may not change the data of or interfere with the odometer. The renter is obliged to immediately notify the Lessor in writing of any malfunctions of the odometer and the Lessor shall procure the repair thereof.
10. The renter is obliged to notify the Lessor without undue delay if any defect occurs in the Vehicle or servicing intervention is required, otherwise the renter shall be liable for any damage caused in connection with the breach of this obligation.
11. The renter is obliged to unconditionally follow the instructions of the Lessor regarding the maintenance and repair of the Vehicle. The renter is obliged to comply without any reservations with the maintenance plan of the Vehicle prescribed by the manufacturer, without any tolerance of mileage

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exceeding the servicing interval or date. Violation of any of the above obligations of the renter shall be punishable by a special contractual penalty in the amount of EUR 500 and the renter shall also be obliged to provide compensation for any damage caused thereby. The Lessor advises the renter that a breach of any of the above obligations of the renter may result in the loss of the warranty on the Vehicle.

12. The renter is obliged to immediately notify the Lessor in writing of any road-traffic accident as well as to notify the estimated extent of damage and follow the Lessor's instructions, otherwise the renter shall be liable for damage or other harm resulting from breach of this obligation. The renter is also obliged to procure a photo or copy of the identity document, driver's license, and vehicle registration certificate of the participants in the road-traffic accident as well as their vehicles and inform the Lessor on the circumstances of the road-traffic accident and undertakes to provide the Lessor with assistance in the resolution of the road-traffic accident according to the requirements of the Lessor. The renter is entitled and obliged to act in actions related to the road-traffic accident in such a manner as not to harm the legitimate claims of the Lessor.

13. In the event of any road-traffic accident, the renter is obliged to immediately notify the road-traffic accident to the competent department of the Police Force of the Slovak Republic or the country of the place of occurrence of the road-traffic accident and immediately prove and submit such notification to the Lessor, otherwise the renter shall be liable for any damage and other harm caused by breach of this obligation.

14. If the Vehicle is immobile, the renter undertakes to follow the instructions of the Lessor. The renter is obliged to secure the Vehicle against further damage, loss, theft, or destruction until the immobile Vehicle is towed.

15. The renter is obliged to ensure that there is no damage to the Vehicle and to prevent any occurrence thereof.

16. The renter is obliged to immediately notify in writing the Lessor or the contact person of the Lessor pursuant to the Agreement of any damage, malfunction, need for servicing or other defect.

17. The renter undertakes to comply with the prohibition to carry any animals and oversized cargo in the Vehicle. If the renter fails to comply with this prohibition, the renter shall be obliged to reimburse the Lessor for all costs associated with the cleaning of the Vehicle according to the Price List and removal of the damage to the Vehicle.

18. The renter undertakes not to use the Vehicle for driving off roads, i.e., for off-road driving, on country roads, forest roads, etc.

19. The costs of fuel, refilling of working fluids, cleaning, washing and repair of damaged tires shall be carried out and borne by the renter alone. The costs of repair and maintenance of the Vehicle (including the costs of buying new tires after their wear and tear) shall be borne by the Lessor. Any repairs following the receipt of a written notification (e-mail) from the renter shall be procured by the Lessor upon prior agreement.

20. For the avoidance of doubt, the parties acknowledge that the renter is not entitled to any replacement Vehicle from the Lessor or to any rent waiver, rent discount or other performances of monetary or non-monetary nature for the time during which the renter could not use the Vehicle for reasons also on the part of the renter. In the event of unfitness of the Vehicle or any need for repair not for reasons on the part of the renter, or in the event of any traffic-road accident which is not the fault of the renter and where the renter duly and timely meets all its obligations in connection with the traffic-road accident, the renter shall be provided with a replacement vehicle with a 100 % discount on rent.

21. The parties, and especially the renter, acknowledge and agree that a technical device for monitoring the real-time movement of the Vehicle (and history thereof) (GPS) as well as for monitoring of other operational and other data about the Vehicle and its status has been installed in the Vehicle. In the event of any material breach of the provisions of the

Agreement, in particular if the Lessor is at risk of damage or there is a risk of damage to the Vehicle, or where the agreed mileage limits have been exceeded, or there is a suspicion of theft of the Vehicle or use of the Vehicle for purposes other than intended, or where any receivable of the Lessor is due and outstanding, although the renter has been called upon and advised on the payment thereof, the Lessor shall have the right to permanently switch off the Vehicle remotely (i.e., to remotely prevent the starting or other mode of operation and/or use of the Vehicle), to which the renter expressly, unconditionally and irrevocably agrees and acknowledges to be aware thereof. For the avoidance of doubt, the Lessor has the right to deactivate the Vehicle according to this paragraph only if the Vehicle is stationary. In the event the renter meets its obligations, the Lessor shall renew the possibility of operating the Vehicle. More detailed information on the processing of personal data is available on the website of the Lessor www.jpautorent.sk in the section Personal Data Protection.

V. Damages

1. The renter is liable for any and all damage incurred to the Vehicle as a result of breach of its obligations, in particular improper operation and handling, driving without a valid driving license, driving under the influence of alcohol or other narcotic and psychotropic substances.

2. The renter is fully responsible for any damage and other harm caused to the Lessor or third parties by using the Vehicle. The renter is deemed to be the operator of the Vehicle.

3. At the same time, the renter is liable for any and all damage caused to the Lessor in connection with the use of the Vehicle by the renter or third parties to whom the renter has entrusted/ left the Vehicle, the renter is fully liable (for actual damage/lost profits) according to the relevant applicable laws.

4. The renter is also responsible for the accessories to and equipment of the Vehicle that have been taken over by the renter within the scope of the handover protocol on the basis of which the Vehicle together with the accessories thereto have been handed over to the renter for use.

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5. Notwithstanding the above, the parties agree that the renter shall pay all costs that have arisen from the damage incurred to the Vehicle as well as any other monetary compensations incurred (also by the Lessor) during the rental term in connection with the Vehicle as a result of road-traffic accident and which have not been covered by the Vehicle's insurance (including any deductible in the event of claims adjustment based on motor hull insurance and to the extent of 100 % of the deductible charged to the Lessor).

6. The renter is fully responsible for any damage or other harm caused to third parties by using the Vehicle. The renter shall pay all fines and other penalties imposed by authorities authorized to do so in connection with the operation of the Vehicle or its unsatisfactory technical condition. This shall also apply where the fine is imposed by the competent authority on the Lessor as the holder of the Vehicle for breach of the obligations of the Vehicle holder under a special law. If the fine is not paid by the renter, the imposed fine may be paid by the Lessor and an administrative fee according to the Price List shall be charged and subsequently the amount thereof deducted from the deposit or shall be subject to invoicing of the Lessor to the renter, and the renter undertakes to pay these charges without undue delay, unless the imposed fine is borne directly by the renter. In this regard, the renter also agrees that its necessary data are to be provided to the relevant state or administrative authority by the Lessor, if the Lessor decides to do so for the purpose of enforcing the payment of the fine directly from the renter by the competent authority.

7. Without prejudice to other provisions of the Agreement, in the event of road-traffic accident, the contractually agreed deductible of the Lessor in the agreed amount, i.e., the deductible of 10 % and at least in the amount of EUR 400 for each and every road-traffic accident or damage incurred, shall also be borne by the renter, unless agreed by the parties or stipulated in the Agreement otherwise.

8. Without prejudice to other provisions of the Agreement and in the event of road-traffic accident qualified as total loss or in the event of theft of the Vehicle the renter also undertakes to pay the contractually agreed deductible and the difference between the actual cash value of the Vehicle on the date of the insured event and of the payment made by the insurance company. In the event of a road-traffic accident to the Vehicle, the renter is obliged to pay the Lessor an administrative fee for resolution of the road-traffic accident in the amount according to the Price List.

9. The renter is obliged to compensate the Lessor for any and all damage suffered by the Lessor as a result of the reduction in the insurance indemnity due to breach of any obligation of the renter, even caused indirectly or as a result of theft of the Vehicle, where the insurance indemnity has been reduced, in particular, but not exclusively, because the renter has not returned the vehicle registration certificate to the Lessor, the vehicle keys have been lost, etc.

10. In the event of road-traffic accident, when the renter is also identified as the guilty party of the road-traffic accident, the renter may be provided with free mobility for 7 days (usually when this additional service is pre-paid by the renter pursuant to the Price List), then the renter is obliged to pay the Lessor the rental price according to the Price List, unless the parties agree otherwise. For the avoidance of doubt, in the event of damage to the Vehicle also due to the fault of the renter and the need to repair the Vehicle, the Agreement shall not expire and at the same time the renter shall not be entitled to any replacement vehicle.

VI. Contractual Penalty

1. The renter is obliged to pay the Lessor a contractual penalty in the amount of EUR 3,500 if the renter breaches any of the following contractual obligations:

- a) does any unauthorized technical interventions in the Vehicle,
- b) provides the Vehicle as a collateral or security, sells the Vehicle, or leaves it for use by third parties without the consent of the

Lessor, regardless of the validity of such legal acts,

- c) when parking, fails to secure the Vehicle with all security devices with which the Vehicle is equipped and/or the Vehicle is parked in a place not secured by a camera system or security service,
- d) changes the data of or interferes with the odometer,
- e) breaches its information or notification obligation under these GTC vis-à-vis the Lessor or a third party,
- f) fails to return the Vehicle properly and on time,
- g) any other breach of obligation provided in the Agreement or the GTC.

2. The agreement on the contractual penalty or fulfillment of the obligation to pay the contractual penalty does not prevent the Lessor from claiming compensation from the renter for damage suffered as a result of breach of obligations of the renter, even in addition to or beyond the contractual penalty.

3. The Lessor's right to contractual penalty arises for each and every breach of the terms of the Agreement or the GTC.

VII. Termination of the Agreement

1. The Agreement shall be terminated, in particular, in one of the following ways:

- a) by a written agreement of the parties,
- b) by a written termination notice given by the Lessor, even without giving any reason. The notice period is 1 month and begins on the first day of the calendar month following the calendar month in which the notice is demonstrably delivered to the renter. During the notice period, the parties are required to comply with the terms of the Agreement in its entirety.
- c) upon withdrawal from the Agreement in the event of a material breach of the Agreement by the other party. The parties agree that any breach of obligations arising for the parties from any Article of the Agreement or the GTC shall also be considered a material breach of contractual obligations. Any withdrawal from the Agreement must be preceded by a written

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- warning letter addressed to the infringing party about the material breach of the Agreement and about the possibility of withdrawal if no remedy is provided within a reasonable period set by the notifying party (note: this shall not affect the possibility of immediate withdrawal from the Agreement where envisaged so by the Agreement). Withdrawal from the Agreement is valid and effective when the withdrawal reaches the sphere of disposal of the other party.
- d) upon unilateral notification of the Lessor to the renter of the termination of the rental if the Vehicle requires such repair or maintenance that would incur unreasonably high costs for the Lessor and the performance under the Agreement would become uneconomical for the Lessor and which cannot reasonably be required of the Lessor.
2. In the event of termination by notice or withdrawal from the Agreement, the parties are obliged to settle all their contractual obligations (handover, financial performances) without delay, unless the Agreement stipulates otherwise.
3. Upon termination of the Agreement, all rights and obligations of the parties arising from the Agreement shall be terminated, except for claims for damages, claims for contractual performances or statutory performances, fines, default interest, contractual penalties, etc.
- ### VIII. Return of the Vehicle
1. On the date of termination of the Agreement (and even without being invited to do so), the renter shall hand over the Vehicle to the Lessor at a pre-agreed place, otherwise at the place of business of the Lessor or its contractual partner. The Parties shall draw up a handover protocol for the return of the Vehicle, while photo documentation of the condition of the Vehicle at the time of handover may be made by the parties.
2. The renter bears the risk of damage to the Vehicle until the moment of its proper handover to the Lessor.
3. The renter is obliged to hand over the Vehicle to the Lessor in the condition in which the Vehicle has been handed over to the renter, taking into account normal wear and tear according to the mileage.
4. The renter is obliged to hand over the Vehicle to the Lessor together with all documentation and other items obtained from the Lessor, in particular all keys to the Vehicle, mechanical security, remote control of locks, radio panel, etc. Any damage suffered by the Lessor as a result of failure to return any of the items under the previous sentence shall be borne by the renter.
5. The Vehicle shall be handed over clean and with clean interior, otherwise the costs of cleaning of the Vehicle shall be claimed from the renter and the renter shall be obliged to pay these costs without delay.
6. If the renter returns the Vehicle excessively dirty, such circumstance shall be stated in the handover protocol and the renter shall be liable for any damage occurred after the washing and cleaning of the Vehicle which are not stated in the handover protocol upon the return of the Vehicle for 48 hours after the physical handover of the Vehicle to the Lessor.
7. When handing over the Vehicle, the Lessor shall carry out an inspection of its condition. The Lessor shall have the right at the expense of the renter to have repaired or removed any damages or defects that have not been removed by the renter or that have not been repaired. The renter is obliged to return the Vehicle to the Lessor in the presence of an authorized representative of the Lessor so that the Vehicle may be properly inspected and any shortcomings in returning the Vehicle may be identified. If the renter returns the Vehicle in the absence of the authorized representative of the Lessor, the renter shall be liable for all damages or defects that will be found by the Lessor during the inspection of the Vehicle. In such a case, the renter is obliged to reimburse the Lessor for all costs incurred in connection with the removal of damages or defects and agrees to pay them.
8. The Vehicle shall be deemed to have been duly returned upon the written confirmation of the Lessor in the form of a handover protocol.
9. If the renter breaches the obligation to hand over the Vehicle and fails to comply with the Lessor's request to return the Vehicle, the Lessor shall take the Vehicle from the renter. The costs incurred by the Lessor by taking the Vehicle shall be borne by the renter.
10. If the renter fails to return the Vehicle with the same volume of fuel as when handing over the Vehicle to the renter, the renter is obliged to pay the Lessor a fuel fee in the amount according to the Price List.
11. Documents intended for the parties shall be sent to their addresses specified in the Agreement.
12. The obligation to deliver a document shall be complied with if:
- the addressee receives the document;
 - the post office returns the mail to the sender as undeliverable because the addressee, by its act or omission, has frustrated the service of the document, refused to accept the mail, or because the addressee is unknown (fails to stay at the specified address) and has not communicated a new address if the addressee fails to accept the mail.
- ### IX. Protection of Personal Data and Alternative Dispute Resolution
1. The purpose of the processing of personal data is the performance of the Agreement, in which the parties process personal data about the other party or third parties (e.g., business partners, suppliers, etc.) in accordance with Act No. 18/2018 Coll. on the protection of personal data, as amended (hereinafter referred to as the "Personal Data Protection Act").
2. Based on the mutual agreement, the storage of personal data by the parties shall be limited to a period of 5 years.
3. The scope of personal data handling within the scope of the activity under the Agreement is as follows: collection, recording, consultation, use and storage in accordance with the legal basis of the processing.
4. When processing personal data, the party is obliged to comply with the provisions contained in the Personal Data Protection Act and Regulation (EU) 2016/679 of the

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European Parliament and of the Council (GDPR).

5. The party or third party shall protect the personal data processed against any damage, destruction, loss, alteration, unauthorized access and disclosure, provision, and publication as well as against any other inadmissible means of processing. To that end, each party shall take appropriate technical, organizational and personnel measures in accordance with the legislation in force.

6. Each party is obliged to maintain the confidentiality of personal data processed on behalf of the other party. The obligation of confidentiality shall remain in force even after the end of the processing of personal data and also after the termination of the Agreement.

7. In accordance with the Personal Data Protection Act, the parties are required to instruct all their authorized persons and third parties having contractual relationship with them who perform under the Agreement. The protection of personal data is subject to a special regulation available on the website of the Lessor www.jpautorent.sk.

Pursuant to Section 11 par. 1 of Act No. 391/2015 Coll. on alternative

resolution of consumer disputes, the renter has the right to contact the Lessor with a request for redress if the renter believes that the Lessor has violated its rights or is not satisfied with the way in which the Lessor has handled its complaint.

8. If the Lessor has responded to the request in a negative way or has failed to respond to the request within 30 days from the date of dispatch thereof, the renter has the right to file a motion to initiate an alternative dispute resolution within the meaning of Section 11 par. 2 of Act No. 391/2015 on alternative resolution of consumer disputes.

9. The renter has the right to select an alternative consumer dispute resolution entity. An up-to-date list of alternative dispute resolution entities for consumer disputes and more detailed information on alternative dispute resolution, in particular, on the possibilities and conditions of alternative consumer dispute resolution, can be found on the website of the Ministry of Economy of the Slovak Republic.

X. Final Provisions

1. The parties undertake not to disclose any information the disclosure of which could harm the interests of the other party of which

such party knows. The obligations of the parties to maintain confidentiality shall last for an indefinite period, both during its validity and after its termination.

2. The parties agree that any written correspondence shall be sent to the addresses indicated in the heading of the Agreement and, in the event of their change, the party affected by change shall notify the other party thereof in writing without undue delay. In the event of any uncertainties, non-acceptance of documents or doubts in the delivery of documents, the document shall be deemed to have been delivered on the third (3rd) working day following the day on which the document was demonstrably sent to the address of the party stated in the heading of the Agreement, or to another address notified in writing to the other party. This is without prejudice to the possibility of delivery via e-mail addresses specified in the heading of the Agreement in cases contemplated by the Agreement.

In..., day...

Client:

Lessor:



JP-AUTO RENT s.r.o.
Nitra 949 01, Dolné Hony 4252 /23
IČO: 52 496 841
Miroslav Bližniak
Obchodný zástupca