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PREAMBLES

Thank you for choosing Autosystem!

Autosystem Società di Servizi SPA (hereinafter referred to as AUTOSYSTEM) is entered in the Trento (TN) Companies Register under no. 01030610933, with registered office in Trento (TN), at Via Praga, 5 – Hamlet of Spini – (38121) and operating headquarters (general and administrative management) in Pordenone (PN), at Viale Venezia, 73 (33170).

Under these Rental Terms and Conditions (RTC), AUTOSYSTEM and/or its Franchisees take on the following obligations:

- To rent you (that is, the person who signs the Rental agreement and is indicated as the “Person authorised by the lessor to pick up the Vehicle” and any other subject paying for the rental who is liable for all financial obligations stemming from the rental, jointly and severally with the person authorised by the lessor to pick up the Vehicle, indicated in the Rental agreement as “Renter”) a vehicle (automobile or van) for the period specified in the Rental agreement, together with any accessories that he or she wishes to rent, which will be indicated in the Rental agreement;
- To supply a number of mobility services included in all the rental charges and to offer you other services available subject to a surcharge;

Your contractual relationship with AUTOSYSTEM is regulated by the following documents:

- The Rental agreement and, if applicable, any special conditions set out therein (the document that will be handed over to you when you pick up the vehicle);
- The e-mail confirming the booking (if you booked online on the AUTOSYSTEM website);
- These RTC, including the attachments, which also apply to the aforementioned documents;
- The AUTOSYSTEM booking conditions;
- The AUTOSYSTEM Price List;

In the event of any inconsistency between the aforementioned documents, the first stated will prevail over that/those stated after it.

1. APPLICATION OF RENTAL TERMS AND CONDITIONS

These RTC apply to you (and therefore the person who signs the Rental agreement and is indicated as the “Main Driver”), any other subject paying for the rental (indicated in the Rental agreement as “Renter”), as well as any (other) Driver who is expressly indicated in the Rental agreement and is therefore authorised to drive the Vehicle. These subjects (Drivers and party paying) are jointly and severally liable with the Person authorised by the Lessor to pick up the Vehicle for all financial obligations stemming from the rental.

Should you permit an unauthorised person to drive the Vehicle, this shall be considered a breach of these RTC and you shall be held responsible for all the consequences that may arise, including liability towards AUTOSYSTEM for any damage caused either by yourself or an unauthorised third party. In these circumstances, both you and the unauthorised Driver may be without insurance cover and, in any event, any limitations/exclusions to liability that may have been contracted will no longer apply. Solely the mandatory third-party insurance will remain in force.

2. WHO CAN RENT AND WHO CAN DRIVE

Any individual may rent:

- who is legally capable of signing an agreement with AUTOSYSTEM and who, by accepting these RTC, assumes responsibility throughout the Rental Period;
- who has an available valid means of payment, accepted by AUTOSYSTEM, of paying the rental fee, any extensions and any surcharges/additional charges. AUTOSYSTEM accepts as a Method of Payment solely VISA and MASTERCARD credit cards issued by banking circuits, with the paying Renter’s name indicated on the front. Postepay –Revolving cards – Prepaid cards are not accepted.
- who provides valid identity documents accepted by the company in the AUTOSYSTEM group. The documents requested by AUTOSYSTEM are a driver’s licence, identity card or passport (obligatory for non-EU citizens). All the documents must be valid and legible. Documents that are not drawn up in Latin script must be accompanied by a sworn translation.

Any individual who satisfies the following requisites may drive:

- to hold a current valid driver’s licence and be in possession of a valid identity document;
- to be in possession of a driver’s licence held for at least 1 year and to be at least 21 years of age. The ability to hire and drive the vehicles of those aged between 18 and 21 may be limited to only certain types of vehicles

and/or subject to a surcharge calculated on the basis of the Renter's age (Young Driver surcharge). Newly qualified drivers may only drive vehicles with a power of up to 55 kw/t.

3. WHERE THE VEHICLE CAN BE DRIVEN

AUTOSYSTEM permits its vehicles to be driven in Italy and abroad on a temporary export basis and solely in the Countries indicated on the Green Card. It is understood that the subjects indicated in the Rental agreement are expressly obliged to familiarise themselves and comply with road traffic regulations in force in the Country in which the vehicle is being driven.

4. TYPES OF VEHICLES AVAILABLE FOR RENTAL AND PURPOSES FOR WHICH THEY ARE USED

An automobile or van may be rented for the purpose for which it was intended, that is:

- automobiles are intended for the transport of a variable number of passengers (according to the number indicated in the vehicle registration document);
- vans may be used to transport goods up to the weight limit indicated in the vehicle registration document;

AUTOSYSTEM does not insure goods or merchandise transported and does not accept any liability in connection therewith. AUTOSYSTEM shall therefore not be held liable for any damage or prejudice, whether direct or indirect, that you may incur or experience as a result of the loss of such goods or merchandise.

5. RENTAL AGREEMENT AND INFORMATION CONTAINED IN IT

The Rental agreement is the contractual document that summarises the special characteristics applying to your rental, including the features of the vehicle rented, its state of repair when rented, the times and locations established for the commencement and termination of the rental period, the services (and additional services) included and the payment conditions applicable. You must sign the Rental agreement before you can hire any Vehicle from our company. By signing the Rental agreement, you expressly accept the application of these RTC to your rental. The Rental agreement contains the following fields/information:

- a) Heading: Information regarding AUTOSYSTEM and any Franchisee dealing with the rental;
- b) Renter: details of the subject paying, also for invoicing purposes;
- c) Person authorised by the Lessor to pick up the Vehicle: details of the subject authorised to pick up the vehicle and to sign the Rental agreement in the name and on behalf of the Renter;
- d) Rental specifications: the date and time envisaged for the rental of the vehicle to commence, the actual mileage recorded when the vehicle is handed over to the Renter and the amount of fuel in the tank;
- e) Cost figures: the form includes the estimated rental fee, any amounts that may be charged during or at the end of the rental period, such as the cost of additional kilometres driven, the cost of any additional insurance cover to lower the excess rates envisaged for the selected tariff and to include Legal Expenses Cover and Vehicular Manslaughter cover and the cost of any accessories requested;
- f) Vehicle: the form specifies the model of the vehicle delivered, its class and number plate;
- g) Accessories: accessories supplied when the Vehicle is delivered, the cost of which is indicated in the Amounts section;
- h) Excess: the total of the amounts applicable in the event of theft/fire and claim for accident caused by the insured;
- i) Additional Driver: details of a subject formally authorised to drive the vehicle;
- j) Credit card: Details of the Credit Card supplied by the paying Renter for security deposit purposes;
- k) Notes: the form may contain certain additional information / conditions;
- l) Existing damage box: this contains details of any damage to the vehicle already existing when it is delivered to the Renter, which are accepted when the Rental agreement is signed;
- m) Renter's signature box: this contains a declaration that you have received and read the RTC and the Privacy Statement. It contains the forms of consent to the processing of personal data which you must/may give and sign, as well as your signature to acknowledge approval of the RTC, also pursuant to art. 1341 and 1342 of the Italian Civil Code, in so far as they are applicable;

6. OBLIGATIONS INVOLVING THEVEHICLE

When a vehicle is rented from AUTOSYSTEM, you, as well as every Driver, are bound by the following obligations:

- to furnish accurate information regarding personal details, your age, your home address and the fact that you satisfy the requisites envisaged by the law and these RTC for permission to drive;
- to return to AUTOSYSTEM, at the Renting Location indicated in the Rental agreement, the vehicle, keys, accessories and documentation, as indicated in the Rental agreement, on the date indicated (AUTOSYSTEM allows a 59-minute grace period), having travelled the agreed distance and in the same condition in which the vehicle was supplied by AUTOSYSTEM. If the vehicle is not returned by the fixed deadline, AUTOSYSTEM SHALL CHARGE:

- a) rental at the daily rate for each day's delay in delivery, without prejudice to the right on the part of AUTOSYSTEM to acknowledge the expiry of the contractual term, or to declare the rental terminated, within the meaning and for the purposes envisaged in art. 1456 of the Italian Civil Code, on the ground of grave breach on your part and to regain physical possession of the vehicle in any manner, also against your wishes. You will be liable to reimburse the expenses incurred by AUTOSYSTEM and to compensate for any damage incurred as a result of the failure to return the vehicle;
- b) for any damage to the Vehicle up to the contribution towards liability for damage agreed upon the commencement of the rental and stated in the Rental agreement;
- to drive the vehicle in a manner in keeping with road traffic regulations applying in the Country in which the Vehicle is being driven, ensuring that he or she is familiar with legislation regulating the driving of vehicles in that Country;
- to ensure that any luggage or goods transported in the vehicle are carefully positioned and locked away in order to avoid any damage to the Vehicle or any risk to passengers being transported;
- to take care of the vehicle with the utmost diligence, in any event, ensuring that it is locked and protected, operating the anti-theft system whenever the Vehicle is parked or left unattended;
- not to drive under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or other substances (whether legal or illegal) that are capable of compromising the capacity to drive;
- to refill the vehicle with the correct type of fuel. If the vehicle is filled with an inappropriate type of fuel, you will be charged any expenses incurred in order to transfer the Vehicle and/or repair the damage caused by it;
- not to rent out, mortgage, pledge as security, sell or in any way pawn, not only the Vehicle and its components, but also the Rental agreement, keys, documentation, fittings, instruments and/or any accessory forming part of the Vehicle;
- not to transport passengers for payment and/or subject to rental;
- not to transport a number of persons exceeding that indicated in the Vehicle registration document;
- not to transport inflammable and/or hazardous, toxic, harmful material and/or radioactive objects or products prohibited by regulations applicable as each case arises;
- not to transport objects of a weight, quantity and/or volume that exceeds that authorised in the Vehicle registration document;
- not to race the vehicle or use it off road, or use it for economy runs or for speed testing or take part in rallies, competitions or races or trials, wherever they take place, whether or not of an official nature;
- not to transport live animals (apart from pets and/or domesticated animals, subject to the obligation to remove any residues and to return the vehicle in a clean and hygienic condition in keeping with the provisions contained in these RTC);
- not to give driving lessons or accompany learners;
- not to propel or tow any other vehicle or caravan;
- not to drive the vehicle on dirt tracks or roads whose width or depth could put motor vehicles at risk;
- not to engage in any illegal conduct at an international level;
- not to transport the vehicle aboard boats, ships, trains (apart from connections to and from the Italian islands), trailers or aeroplanes without AUTOSYSTEM's prior written authorisation;
- not to drive the vehicle in areas which are not open to traffic at ports, airports, aviation areas or similar or in any event, not freely accessible to traffic;
- to take all measures necessary to maintain the vehicle in the condition in which it was delivered to you, subject to normal wear and tear. In particular, you, as well as every driver, are obliged to check the level of oil and water and the type pressure;
- smoking inside the vehicles is strictly forbidden.

You will be held responsible towards AUTOSYSTEM for any negative consequence of a breach of the aforementioned obligations or, in general, resulting from your negligent use of the vehicle. Failure to comply with the conditions described above will constitute a grave breach and AUTOSYSTEM therefore reserves the right to declare the rental terminated, within the meaning and for the purposes envisaged in art. 1456 of the Italian Civil Code. Furthermore, as a result of the failure to comply with the aforementioned conditions, any limitations/exclusions to liability envisaged and contracted may no longer apply.

7. MOBILITY SERVICES INCLUDED

The rental includes the following mobility services:

- a) Technical Assistance for the Vehicle (in the event of breakdowns caused by the Renter, the surcharges indicated in the current AUTOSYSTEM price list may be applied);

- b) Right to return the Vehicle to the same rental location;
- c) Cleaning of Vehicle;
- d) Mandatory third-party car insurance (RCA);
- e) Basic Damage Option (these are not insurance products. Details are set out in the Rental agreement);
- f) Basic Theft Option (these are not insurance products. Details are set out in the Rental agreement);
- g) Extension of rental period (giving at least 24 hours written notice prior to the return date and subject to a maximum of 29 days);
- h) Driver's accident insurance;

8. OPTIONAL MOBILITY SERVICES

AUTOSYSTEM offers a large range of additional mobility services that can be requested subject to a special fee:

- a) Infant, child or booster seat;
- b) Return of vehicle to another city, referred to as "One Way";
- c) Full Tank Option;
- d) Navigation device;
- e) Excess limitation and/or reduction (these are not insurance products. The surcharges are indicated in the current AUTOSYSTEM Price List);
- f) Legal Expenses Cover and Vehicular Manslaughter cover (the surcharges are indicated in the current AUTOSYSTEM Price List);

9. WINTER ACCESSORIES

AUTOSYSTEM will advise you personally on the risks you are likely to encounter, not only for your own safety, but also to avoid the sanctions imposed for violation of the obligation to travel with winter equipment aboard, particularly during the period from 15 November to 15 April every year.

Snow chains: AUTOSYSTEM vehicles are only supplied with snow chains if requested and are subject to a charge in addition to the rental fee. The Renter can rent the chains either when booking or, if available, when picking up the vehicle.

Winter tyres: AUTOSYSTEM equips certain vehicles in its fleet with winter tyres at the rental location. Rental of these vehicles can only be booked at certain times of the year, must be expressly requested by the Renter and are limited to current availability.

Failure to comply with regulations relating to the use of winter accessories will invalidate any limitations/exclusions to liability contracted.

10. WHAT IS INCLUDED IN THE RENTAL FEE

Any information you give to AUTOSYSTEM when you book (e.g. rental period, your age or the age of any additional driver) will affect the cost of the rental. Any change in the information given may alter the cost of the rental. The rental fee shall be that applicable at the time of the rental or whenever the booking is subsequently altered.

The fee paid covers the following items:

- the daily fee for the rental of the Vehicle for the agreed number of rental calendar days (this already includes the mobility services referred to in Art. 7 of the RTC, all described in detail in the Rental agreement);
- any further mobility service you may choose to add to your expenses, if and to the extent stated in the Rental agreement;
- Value added tax (VAT);
- Any other cost connected with you personally (e.g. in relation to your age if the Young Driver surcharge applies);

You expressly consent to AUTOSYSTEM charging you for any rental cost that remains outstanding. If the rental is paid in advance, you consent to the immediate payment of the cost of additional services, that is, those not included in the prepaid rental charge, and to invoicing directly by the Renting Location that provided you with the services in question.

11. ADDITIONAL COSTS AND CHARGES

Deposit. In addition to the rental fee (which you may have paid when booking or will pay when you pick up or return the vehicle) AUTOSYSTEM will ask you to pay a security deposit. This security is requested via pre-authorisation on your credit card. To find out how much is payable as a deposit and obtain any further information, please contact directly the AUTOSYSTEM rental location where you will be picking up the vehicle.

AUTOSYSTEM may charge you additional amounts connected with a number of events that may arise, if an accident occurs during the Rental Period and/or related to the manner in which you have used the vehicle. **These charges are listed in the AUTOSYSTEM Price List attached to the confirmation e-mail (if you booked on-line), on the website www.autosystemspa.it and at out rental locations.** These charges include, but are not limited to, the following:

Autosystem Società di Servizi S.p.A. Registered office: Via Praga 5, 38121 Trento (TN) – General and Administrative Headquarters: Viale Venezia, 73, 33170 PORDENONE VAT reg. no. IT 01030610933 – Tax Code and Companies Registry no. 01030610933 – Economic Administrative Index no. TN n. 230674 – Share capital € 577,772.00 fully paid-up. Tel: 0434 38 28 88

- the penalty for violation of traffic regulations applying to the vehicle. In the event of a breach of your contractual obligation laid down in Art. 6, to comply with traffic regulations applying to vehicles, proven by the notification/transmission to AUTOSYSTEM of administrative fine notices by the competent authorities, the Renter will be obliged to pay AUTOSYSTEM a contractual penalty, not including the fine itself, at the rate stated in the Rental agreement and/or in the current AUTOSYSTEM Price List, and to reimburse the additional amount of any fine/s and/or tolls that AUTOSYSTEM may be obliged to pay in advance. In these circumstances AUTOSYSTEM shall request that the competent authorities to serve the notice on you. If this is not possible, AUTOSYSTEM shall pay the fine and charge you with the relevant amount, together with the aforementioned penalty;
- the fee for the valet cleaning service if the vehicle is returned in an excessively dirty condition that is not in keeping with normal use or, in any event, requires special cleaning;
- the penalty for failing to return the vehicle keys or remote control;

AUTOSYSTEM shall make a charge for any additional distance driven, exceeding the mileage included in the agreed rental fee(if provided).

Whenever the Rental Period exceeds thirty consecutive days, you will be obliged, in the manner and subject to the terms laid down by legislation currently in force, to comply with the formalities connected with the revision of the National Vehicle Registry referred to in the Italian Presidential Decree dated 28 September 2012 and relevant implementing regulations, paying any costs and charges and also promptly providing AUTOSYSTEM with a copy of documentary evidence of compliance with legal obligations. You may delegate the task to AUTOSYSTEM conferring power of attorney for notification purposes, as envisaged by the law, subject to a charge (approximate) of € 30.00 + IVA for each application. Should you fail to comply with the provisions of the Italian Presidential Decree dated 28 September 2012 and relevant regulations, or, in any event, with the provisions set out above, you will be obliged to indemnify and hold AUTOSYSTEM harmless against any negative consequence, guaranteeing to pay the rental fees envisaged, even if you are unable to use the vehicle/s.

If you pay for the rental in the form of a voucher, you will nevertheless be obliged, together with the body issuing the voucher, to pay all amounts due under the agreement in the event that the voucher is not released for payment either wholly or partially.

12. PICKUP AND RETURN OF VEHICLE

Pickup: when picking up the vehicle at the chosen AUTOSYSTEM rental location, you will be asked to sign the Rental agreement, including section “L” that describes the condition of the vehicle at that particular time, which you will thereby be taken to have accepted. Should you discover a visible defect or damage that has not already been described in the Rental agreement, you must point out the damage to the AUTOSYSTEM representative on duty at the rental location so that it can be noted on the Rental agreement. If you do not ask for it to be noted, the vehicle shall be taken to have been in the condition described in the Rental agreement and AUTOSYSTEM may therefore charge you, as provided for in Art. 1588 of the Italian Civil Code, for any new damage discovered when the Vehicle is returned, for which you shall be held liable by law.

Return of vehicle: You must return the vehicle to the AUTOSYSTEM rental location on the date and at the time indicated in the Rental agreement. You may ask for authorisation to return the vehicle to a different AUTOSYSTEM rented location, subject to the charge indicated in the AUTOSYSTEM Price List attached to the confirmation e-mail(if you booked on line). The AUTOSYSTEM Price List can also be consulted on the website www.autosystemspa.it.

The Rental Period shall terminate when you deliver the vehicle to the AUTOSYSTEM rental location and hand over the keys to the vehicle to an AUTOSYSTEM representative. When returning the vehicle, you must inspect it, together with the AUTOSYSTEM representative and sign the report stating any damage found at the end of the rental. AUTOSYSTEM shall provide you with written confirmation that the vehicle has been duly returned (for example, by completing and signing the section headed “Effective return of vehicle” on the Rental agreement).

Return of vehicle in your absence: if you are unable and/or refuse to inspect the Vehicle together with the AUTOSYSTEM representative, AUTOSYSTEM is authorised to proceed with the inspection without you. This means that any damage or loss to the vehicle found by our representative will be taken to have occurred during your rental.

Delayed return of vehicle: In the event that the vehicle is not returned on the delivery date envisaged in the Rental agreement, AUTOSYSTEM may, if no information regarding the delayed delivery has been received over the next 24 hours, acknowledge that the agreement has expired or, in any event, declare it to have been terminated within the meaning and for the purposes envisaged in Art. 1456 of the Italian Civil Code and consider the vehicle to have been misappropriated and may report the matter to the competent authorities.

AUTOSYSTEM shall be entitled to take legal action to obtain the immediate return of the Vehicle. No additional services or limitations to liability shall apply. In these circumstances, the Vehicle shall be considered as being driven without AUTOSYSTEM's consent and the company shall be entitled to charge you the cost of every day's or fraction of a days' delay in delivery. AUTOSYSTEM shall also be authorised to demand compensation from you for all damage and loss incurred and to charge you for any fines, tolls, penalties or sanctions to which the Vehicle is made subject, as well as those resulting from demands made by public administrations, for the purpose of identifying the subject who committed the offences or of requesting further information regarding other circumstances linked to the breach or offence, as well as any violation of the provisions contained in the Italian Presidential Decree dated 28 September 2012.

Provisions applying to both parties: In all the aforementioned circumstances, when the vehicle is returned, you must make a statement regarding any accidents occurring during the rental, attaching all the documentation necessary to back up your claims, it being understood that should you give a false statement, AUTOSYSTEM shall be entitled to demand a contractual penalty at the rate indicated in the current AUTOSYSTEM Price List.

Finally, AUTOSYSTEM shall not be held liable for the deterioration, damage and/or theft of objects left inside the vehicle when it is returned. Without prejudice to the foregoing, AUTOSYSTEM undertakes, if objects are discovered inside the vehicle once it has been returned, to make them available to the Renter for a period of 30 days from the termination of the rental, following which they shall be taken to have been abandoned.

13. DAMAGE TO THEVEHICLE

You shall be held liable for damage discovered when the Vehicle is returned, which is not stated as pre-existing in the Rental agreement, pursuant to Art. 1588 of the Italian Civil Code, unless you are able to demonstrate that the damaging event was not a consequence of your own conduct or omission and that you took care of the Vehicle with the utmost diligence, taking the relevant circumstances into account.

It is understood that the limitation/exclusion of liability contracted will not reverse the burden of proof.

In the event of damage, you will be obliged to pay the amounts defined below:

Damage discovered in your presence, when the vehicle is returned: if, when the vehicle is returned, during the inspection carried out by the AUTOSYSTEM representative in your presence, damage is discovered, which you then acknowledge by signing the statement of return of the vehicle, AUTOSYSTEM will immediately provide you with an estimate of the repair costs with which you may be charged. If the extent of the damage can be quantified at the rental location, we will charge your credit card (or adopt any other method of payment used by you for the rental) as soon as the Vehicle is returned upon the termination of the rental.

Damage discovered when the vehicle is returned, in your absence: if you are unable and/or refuse to inspect the Vehicle together with the AUTOSYSTEM representative, AUTOSYSTEM is authorised to proceed with the inspection of the vehicle without you. This means that any damage or loss to the vehicle found by our representative will be taken to have occurred during your rental. AUTOSYSTEM reserves the right to charge your credit card (or adopt any other method of payment used by you for the rental) with the cost of the damage.

Normal wear and tear: the following are considered normal wear and tear to the Vehicle:

- small pinpricks on the paintwork caused by small stones;
- dents in the plastic or metallic surfaces, without any damage to the paintwork, of a diameter of less than 20.00 mm;
- scratches with pinpricks on the paintwork, measuring less than 20mm, on painted surfaces or alloy rims, without superficial and/or set in rust;

Damage having the characteristics described above, if detected when the vehicle is returned, will not result in any extra charge.

Provisions applying to both parties: we inform you that, depending on the type of damage incurred by the Vehicle and the type of limited liability Option that you may have contracted with AUTOSYSTEM, you may or may not be charged the full cost of repairs. By signing these RTC, you agree to allow any amounts owed, either directly or indirectly, in connection with the rental, even after the rental fee has been invoiced, to be charged to the credit card used as security of payment under these RTC and the Rental agreement.

14. MAINTENANCE OFVEHICLE

AUTOSYSTEM undertakes, in accordance with Art. 1575 of the Italian Civil Code, to service the vehicle regularly, to hand it over in good condition and to guarantee undisturbed possession during the rental. During the rental, you shall do all that is necessary to maintain the Vehicle in the same condition in which it was handed over to you. If the vehicle needs minor repairs and you are unable to have them done at an authorised AUTOSYSTEM workshop, you may approach any workshop and have the repairs carried out for a sum not exceeding € 150.00 + VAT. The cost incurred

shall only be refunded upon presentation of an invoice with receipt of payment, indicating the number plate and the mileage recorded by the rented motor vehicle and presentation of any replaced parts.

You should take note of any warning light in the Vehicle and take the necessary preventive action. It is strictly forbidden for modifications to be made or mechanical operations to be carried out on the Vehicle without AUTOSYSTEM's prior written consent. Failing this, you shall be fully and exclusively liable for any costs incurred and, furthermore, you shall be charged any amounts necessary to restore the Vehicle to its original condition.

You shall be held liable towards AUTOSYSTEM for any negative consequence of the breach of the aforementioned maintenance obligations.

AUTOSYSTEM shall not, under any circumstances, be held liable towards yourself, the driver or members of your respective families for damage or injury of any kind, including economic loss, affecting their person and/or property, that stems (either directly or indirectly) from the malfunctioning of the vehicle, if caused by manufacturing defects, even when this results in road accidents.

15. ACCIDENT OR MECHANICAL BREAKDOWN

In the event of a mechanical breakdown or an accident that prevents you from continuing your journey and/or obliges you to stop the vehicle in order to avoid a breakdown, you can benefit from an assistance service included in the rental fee. The conditions applying to assistance are set out in Attachment 1 to these RTC.

In the event of an accident or the theft of the vehicle, you should inform the AUTOSYSTEM office where the rental commenced and the local police authorities as soon as you are made aware of the problem and, at the latest, within 24 hours from the moment you are physically able to do so. You should also contact the Autosystem Mobility Assistance, an assistance service included in the rental fee. The number is as follows: 800.290.911 from Italy, 02.66.165.249 from abroad.

16. EXTENDED RENTAL PERIOD

Unless otherwise agreed in writing (e.g. B2B service agreements), if you wish to extend the Rental Period indicated in your Rental agreement, you must follow this procedure:

- Ask for authorisation by telephone from the Rental Office where the rental commenced;
- Go to your nearest AUTOSYSTEM rental location for the Rental agreement to be re-issued with the modified special rental conditions;
- Pay the rental as any other surcharge or additional cost;

Requests for an extension will not be accepted if this means that the vehicle is in your possession for a period exceeding 30 days. In any event, AUTOSYSTEM may, according to availability and after the Vehicle has been returned and the rental terminated, offer you a new Rental Agreement for another Vehicle (or the same one, once its condition has been checked).

If you fail to follow the steps described above and keep the Vehicle, the terms set out in the section dealing with the return of the Vehicle shall apply.

17. REQUEST BY AUTOSYSTEM TO REPLACE THE VEHICLE DURING THE RENTAL

AUTOSYSTEM reserves the right, during the rental, to request that the Vehicle be returned so that it can be replaced (for example in order to carry out routine maintenance on the vehicle or when it has reached an age/mileage that prevents it from meeting the standards associated with the AUTOSYSTEM fleet). In this case, AUTOSYSTEM will contact you to agree on the methods to be adopted to return and replace the vehicle.

Furthermore, in addition to the methods adopted to terminate the agreement in advance envisaged in these RTC, AUTOSYSTEM reserves the right to terminate the rental in advance, and to demand that the Vehicle be returned, pursuant to Art. 1456 of the Italian Civil Code, having first given notice by e-mail, registered letter with advice of receipt, telefax or telegram, on the following grounds:

- default in the payment on the due date of any monies owed in connection with the rental;
- refusal or failure to respond to a request for the vehicle to be returned for replacement;
- the breach of even a single obligation referred to in Art. 6;
- failure, on any grounds, to provide a valid method of payment for the rental (e.g. credit card expired, inadequate plafond, etc.);

18. GUARANTEE DEPOSITS

When picking up the Vehicle, you must hand over a credit card (VISA/MASTERCARD circuits) with your own name or the first name and surname of the subject paying for the rental indicated on the front. If not the same person, the latter must also be present when the vehicle is picked up and in possession, not only of the relevant credit card, but also a valid identity document, and must give his or her authorisation to use the card as a security deposit. AUTOSYSTEM shall reserve, on the credit card plafond, a sum corresponding to the Compensation Penalty in the case of a Claim for accident caused by the insured/Damage envisaged in your agreement. The deposit serves as a

guarantee to secure the payment of any surcharges owed for the rental. The payment of the deposit in the aforementioned form shall not, under any circumstances, be considered as a limitation of liability in your favour.

19. ASSIGNMENT OF AGREEMENT and other transactions

Unless otherwise expressly authorised by the lessor – which shall only be considered valid if given in written form – , you are not permitted, under any circumstances, to assign the Rental Agreement, to sub-rent the hired vehicle or, generally, to dispose of the property in question in such a manner that it is transferred to and/or comes into the possession of third parties.

20. EVENT DATA RECORDER

Having been informed of the fact that AUTOSYSTEM has a legitimate interest in safeguarding its assets and guaranteeing safety on the road, you hereby acknowledge and accept that the rented vehicle, as well as any replacement or temporary vehicles, are equipped with localisation devices systems (based on GPS/GSM technology or by radio frequency); you acknowledge that the installation of these devices constitutes a fundamental aspect of the rental agreement and you hereby authorise AUTOSYSTEM, without any reservation, to carry out operations to monitor their vehicles and thereby guarantee safety, to provide breakdown/ roadside assistance, assess insurance risks, safeguard its property, provide custody care services, deal with fleet management, optimise CO2 emissions and reduce logistics costs, as well as be able to track the vehicle and therefore to recover it in the manner envisaged in article 17 of these RTC. This information may be used either during or after the termination of the Rental Period.

21. PROCESSING OF PERSONAL DATA (Privacy statement pursuant to Art. 13 of EU Regulation 2016/679 – GDPR –) Purposes for which data are processed and legal basis

Your personal data shall be processed for the following purposes:

- to comply with obligations imposed by a contract or to satisfy, either before or after the performance of the agreement, your specific requests;
- to perform legal obligations of an administrative nature or relating to accounting, civil law, tax, regulations community and/or non-community legislation;
- to verify your financial solvency;
- to handle any disputes;
- solely with your consent, to send opinion and customer satisfaction surveys, newsletters and/or invitations to events by e-mail or to enter your name for events in which the Data Controller is involved or which it has organised (hereinafter referred to as “Marketing”);

Processing shall be based on the principles of integrity, legality and transparency, with a view to safeguarding your privacy and your rights. Apart from the situations described above, when your consent is required, the legal basis for the processing of data is the need to pursue the objectives described.

Data storage period

For Marketing purposes, your personal data shall be processed for a period of 24 months, provided that you do not withdraw your consent in the meantime.

For the other purposes described above, your data shall be kept, also after the agreement is terminated, in order to comply with any formalities connected with or stemming from the agreement for the period of time laid down by legislation currently in force and in accordance with the period of limitation applying to rights originating from the agreement.

Conferment of data and consequences of refusal

The conferment of data for Marketing purposes is optional, so you may therefore decide not to supply any data or to withdraw consent, at a later date, to process data already supplied. In this case, you will not be able to receive the communications referred to above. You have the right to consent to our sending the aforementioned communications adopting only traditional methods or only automated methods¹: the withdrawal of consent may also be limited to one or more of these methods.

For the other purposes described above, the conferment of data is mandatory in order to comply with legal and contractual obligations and the refusal to provide such data, either wholly or partially, will therefore prevent the Company from executing the agreement and from performing its contractual obligations in a proper manner.

Categories of recipient

Solely for the aforementioned purposes, all data collected and handled may be transferred to internal subjects authorised to process them in the performance of the tasks assigned to them, and also to the following groups of external subjects:

- sales agents who handle dealings on behalf of the Data Controller;

¹These include automated call systems, electronic mail, fax and messaging services, including instant messaging.

- companies or other third parties who engage in outsourcing activities;
- banks;
- credit insurance companies;
- debt collection agencies, credit status information firms, factoring companies, consultancy firms;
- lawyers and legal consultants;
- public and private bodies, also following inspections and assessments;

These recipients, when processing data on behalf of our Company, shall be appointed as data processors, under a specific contract or other legal means.

Transfer of data to a foreign country and/or an international organisation

Your personal data shall not be transferred to non-European foreign countries.

Your rights as data subject

You have the right (see articles 15 -22 of GDPR) to request access to your personal data from our Company, or to have inaccurate data rectified or deleted or to restrict processing, if the requisites are met, or to object to the processing of data in the legitimate interests pursued by our Company, and you also have the right to portability of data that you have supplied only if they are processed by automated means, on the basis of your consent or the relevant contract.

You are also entitled to withdraw your consent to the processing purposes for which they were requested, without affecting the lawfulness of processing based on consent before its withdrawal.

You are also entitled to make a complaint to a competent data protection supervisory authority.

Data controllers

The data controller processing your personal data is **Autosystem Società Di Servizi Spa** that can be contacted as such by sending a written request to **Autosystem Società Di Servizi Spa** with registered office at Via Praga, 5 in Trento (TN) – hamlet of Spini – or by sending an e-mail to the address info.privacy@autosystemspa.it.

22. DISPUTES

In the case of rentals relating to bookings made through intermediaries (Travel agencies, Tour Operators, Brokers etc.), you may only hold AUTOSYSTEM liable to satisfy its obligations stemming from the Rental agreement, seeing that AUTOSYSTEM is not bound to any other contractual obligation assumed by intermediaries when the rental was booked/made available. Any complaints or requests made by the Renter in these circumstances must be addressed exclusively to the intermediaries in question.

Applicable law: in the event of a dispute between AUTOSYSTEM and yourself concerning your rental, Italian law is applicable.

Notices: all notices and communications between AUTOSYSTEM and yourself relating to your rental must be sent to the addresses indicated in the Rental agreement, which both you and AUTOSYSTEM elect as address for service (domicile) for all purposes. Written notification of any change in your chosen address for service (domicile) must be given to the other party.

Jurisdiction: as an alternative to and regardless of the instruments provided by AUTOSYSTEM indicated above, either you or AUTOSYSTEM are entitled to take legal action, submitting the case to the competent judicial authorities of Pordenone.

Contractual documentation: the documents regulating relations between AUTOSYSTEM and yourself connected with the rental, which are binding, are listed below in order of importance:

- the Rental agreement and its special conditions;
- confirmation E-mail (if you booked the rental online via the website www.autosystemspa.it);
- these RTC and the relevant attachments;
- the AUTOSYSTEM Price List;

Dealings with subjects who are not consumers may be covered by special agreements and/or B2Bservice agreements, also as an exception to the terms contained in these RTC and its attachments, to be drawn up at all times in writing.

23. TITLE TO THE VEHICLE

Depending on current availability, you will be delivered a Vehicle from the AUTOSYSTEM fleet that includes:

- Vehicles owned by AUTOSYSTEM SOCIETÀ DI SERVIZI SPA;
- Vehicles over which AUTOSYSTEM has legal rights of use and possession (e.g. acquired under financial or operative leasing agreements, or hired on a long-term basis from external companies).

ATTACHMENT 1 – ASSISTANCE TERMS AND CONDITIONS

Road assistance service

Throughout the Rental Period agreed with AUTOSYSTEM, you can benefit, without any surcharges*, from an assistance service (Autosystem Mobility Assistance) if the rented Vehicle has a technical fault or breaks down and you are unable to continue your journey safely.

* If the technical fault or breakdown of the rented Vehicle is caused by:

- use of the wrong type of fuel;
- running out of fuel;
- a flat battery for which you are responsible;

the assistance service shall not be offered by AUTOSYSTEM free of charge, but may be subject to surcharges, at the rates stated in the current AUTOSYSTEM Price List.

The Autosystem Mobility Assistance service includes:

- sending out a tow truck (breakdown and towage);
- transportation of passengers following breakdown callout – taxis made available;
- locating a replacement vehicle (applying only in Italy);
- transportation of passengers to their home or forward destination (for distances not exceeding 50km from residence);
- lodging costs (for distances not exceeding 50km from residence);
- bringing the Vehicle back to Italy from abroad (for distances not exceeding 50km from residence).

In order to use the assistance service, you should contact the Green Number shown on the document folder in the rented Vehicle, and follow the instructions that will be provided by the operations centre, where you may be asked to pay the costs of certain operations in advance. You will be refunded these costs upon presentation of documentary evidence of the relevant expenses. The request for reimbursement, together with the documentary evidence, must be sent to the address that will be provided by the operations centre.

ATTACHMENT 2 –INSURANCE AND AUTOSYSTEM“LIMITED LIABILITY”OPTIONS ANDPACKAGES

This document was prepared by Autosystem Società di Servizi SPA, entered in the Trento (TN) Companies Register under no. 01030610933, with registered office in Trento (TN), at Via Praga, 5 – Hamlet of Spini – (38121). Thank you for choosing our rental service. We hope everything will go smoothly for you but, just to make sure you have all the information you need on the range of services available, we will give you a brief summary below of:

- insurance products that we include as part of our rental service because we are obliged by law to do so (Third Party Liability insurance);
- optional insurance products and our limited liability options (which are not insurance products) that we offer so that you can make the most of your rented Vehicle with complete peace of mind.

These insurance products and limited liability options are designed to limit or exclude your potential exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without these products/options, you will be held personally responsible, in accordance with the relevant laws applicable (and in particular under article 1588 of the Italian Civil Code) and the Rental agreement, for the financial consequences arising from:

Damage caused by vehicle traffic: this means the bodily injury or death of other persons and / or damage to their property that occurs as a result of an accident or harmful event caused when driving the vehicle during the rental. Damage to a third party's property may include, for example, that caused to buildings or their contents, machinery or personal possessions. The cost of any business interruption resulting from the injury or death of third parties or damage to their property is also covered by this form of liability.

Damage to or theft of the vehicle: the Vehicle itself may be damaged as a result of an accident, fire or attempted theft and, for this reason, needs to be repaired or it may be so badly damaged that it is irreparable and must be scrapped; or it may be stolen and not recovered.

You should be aware that if you are the driver of the Vehicle when an accident occurs and you are held responsible for the incident, any injuries to Passengers and your own injuries will be covered by our insurance policy.

Definitions: Your rental and/or your booking are subject exclusively to the Rental Terms and Conditions applicable –to which this document is an attachment, forming an integral and fundamental part thereof – and to the special conditions set out in the Rental agreement.

The following words or expressions have the meanings set out below:

Improper use: this means the improper use of the rented Vehicle not conforming to road traffic regulations and/or contrary to the provisions contained in the T&C and/or, in any event, not meeting the standard of diligence expected from a careful, responsible driver.

Accident report: this means a signed, full and detailed statement of all the facts connected with the accident or other harmful incident, as they arose, made on the printed form, if provided in the vehicle.

Bodily injury: means any bodily injury incurred by a person as a direct result of an accident;

Book value: means the value of a vehicle at the time of the claim, according to our accounting records or current Eurotax price lists;

Excess: the maximum amount, for each individual incident, for which you will be held liable towards us, in the event that our limited liability options are brought into operation. The excess, when applied, is an amount that cannot be waived and is regulated by the conditions of the option acquired. The excess may vary according to the type of incident (e.g. theft of damage). The excess rates chargeable are indicated in your Rental Agreement.

Rental terms and conditions: these mean the contractual terms and conditions that you will be asked to accept in writing in the Rental agreement and that establish the rights and obligations of both parties throughout the rental.

Rental agreement: is the document that summarises the characteristics of the services included in your rental, including the features of the vehicle rented, its state of repair when it is picked up and the times and locations established for the commencement and termination of the rental period. You must sign the Rental agreement, also on line, before you can hire any Vehicle from our company.

Loss of Use: describes a situation in which a Vehicle is unavailable for us to rent to another Renter because, as a result of it being damaged during your rental, we are obliged to have it repaired.

Passenger: means any person other than the driver who is transported or travels inside or aboard the vehicle. A passenger is considered to be a Third Party for car insurance purposes.

Options (Damage/Theft): in this document these terms mean the contractual provisions under which your liability to pay compensation to our company, resulting from any damage to a Vehicle or the loss thereof, is limited up to the amount of the Excess. The options are not insurance policies.

Limited Liability Packages: in this document, the term means accumulative packages made available, together with the additional Damage/Theft Standard and Relax options.

Third party: means any party to an accident who is not the driver of the Vehicle. A passenger is also considered a Third Party.

Mandatory road vehicle third party insurance: this means insurance that provides the driver of the Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death caused by an accident.

Vehicle: means the vehicle that you rent from us;

We/we/Our/our: means Autosystem Società di Servizi SPA;

You/you/Your/your: means the person signing the Rental agreement and any other "paying" subject who is jointly and severally liable with the Driver for all financial obligations stemming from the rental.

1. Mandatory road vehicle third party insurance

AUTOSYSTEM is obliged by Italian law to include third party liability insurance cover. You will, therefore, be insured during the rental, subject to the conditions and up to the policy claim limits, against liability for damage caused as a result of your actions whilst you are driving the Vehicle.

Incidents for which you have insurance cover:

- bodily injury or death suffered by Third Parties;
- damage to Property of Third Parties, including loss of earnings and costs resulting from the damage in question;

What is not covered by the policy:

- any damage caused to the vehicle;

Financial exposure for civil liability towards Third Parties

Provided that you have not violated any legislative provisions (including any relevant road traffic regulations) and you were not responsible for any Improper Use of the Vehicle, then you will benefit from insurance cover subject to a claim limit for an amount no less than the level legally required in Italy for civil liability towards Third Parties resulting from an accident which you have caused.

If, however, you failed to comply with the aforementioned laws or regulations then, whilst our insurer will still fulfil its obligations towards Third Parties under the road vehicle third party insurance policy, it may seek to recover from you some or all of the costs it has paid to that Third Party as a result of the accident.

Accident report

In incidents involving Third Parties, you are obliged to notify us of the accident within 24 hours from the time of the incident. In this respect, it is important that you do your utmost to complete and sign an Accident Report form correctly, giving all the relevant details of the incident and of the Third Party involved. It is also important that you request assistance from the nearest police authority. This will allow us to defend ourselves against claims made by Third Parties or to obtain compensation for damage from Third Parties.

2. Limited liability Options and Packages

Our Options limit or exclude your financial exposure for damage caused to the Vehicle or the loss thereof whilst it is in your care. Our Damage and Theft Options are not insurance policies, but limited liability clauses (under article 1229 of the Italian Civil Code) and are not provided by insurance companies.

2.1 Damage Options

Our Damage Options limit or exclude your financial exposure for damage caused to the Vehicle when rented. Our “Basic Damage” Option is included in the rental charge and, provided you comply with road traffic regulations, the RTC applicable and are not responsible for any Improper Use of the Vehicle, you shall not be held liable for any damage that exceeds the Damage Excess amount. If you wish, you can reduce the Damage Excess or exclude it altogether by increasing the Basic Damage option, taking out the additional Options referred to as “Standard Damage” or “Relax Damage”. The Damage Options do not cover the loss or theft of or damage to objects or personal belongings that you or any passenger deposits or transports on the top of or inside the Vehicle. Damage to the interior of the vehicle is also excluded.

In addition, apart from the Damage Option acquired, you will be financially liable for the entire cost of the damage according to the terms envisaged by the law (Art. 1588 of the Italian Civil Code), if the damage is caused by:

- wilful acts of the Driver;
- an explosion or fire in or in the vicinity of the Vehicle, resulting from the transportation of hazardous goods;
- total or partial theft of the Vehicle or acts of vandalism whilst the Vehicle is left unattended;
- negligence on your part (that is, conduct that falls below the standards expected of a reasonably sensible person in similar circumstances) or that of your Passengers (for example, by incorrectly evaluating the height of the Vehicle);
- negligence on your part when the keys are lost or stolen or, in any event, they are not returned;
- infringement of road traffic regulations, or of Rental T&C applicable, or Improper Use of the vehicle;

2.2 Theft Options

Our Theft Options limit or exclude your financial exposure for loss of the Vehicle when it is stolen or damaged following an attempted theft or fire. Our “Basic Fire” Option is included in the rental charge and, provided you comply with road traffic regulations, the RTC applicable and have taken care of the Vehicle with the utmost diligence, you shall not be held liable towards us for the damage and/or loss resulting from the theft (or attempted theft) or fire involving the Vehicle that exceeds the Theft Excess amount.

If you wish, you can reduce the Theft Excess or exclude it altogether by taking out the additional Options referred to as “Standard Theft” or “Relax Theft”.

The exact amount of the corresponding liability threshold for which you shall remain accountable, is stated, for each class of vehicle, in the Rental agreement.

The Theft Options do not cover the loss or theft of or damage to objects or personal belongings (including luggage or other objects) that you or any passenger deposits or transports on the top of or inside the Vehicle.

Our Theft Options limit (or exclude, if the “Theft Relax” option is acquired) your liability to the amount of the Theft Excess applicable for the following costs stemming from:

- the cost (including recovery costs) of repairing the Vehicle (if it is recovered) or the book value of the Vehicle if it is lost as a result of theft or fire;
- our Loss of Use of the Vehicle whilst it is being repaired and / is scrapped;

and in circumstances where:

- the Vehicle and /or any accessories (that is, any additional component that is installed inside or on top of the Vehicle that alters its characteristics) are stolen following breaking and entering or damage caused partially by fire;
- there is an attempted theft of the Vehicle and any accessories;
- the Vehicle is vandalised in any manner whilst it is stationary or while you are using or driving it;

The Theft Options do not operate if:

- the Vehicle is stolen, catches fire or damaged through your fault or negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended, or if you are unable to use the anti-theft system appropriately, or fail to return the keys to us, or if you leave the Vehicle unlocked when not in use, or in the event that a naked flame is lit/ incandescent objects are used inside the Vehicle;
- the Vehicle is stolen, catches fire or is misappropriated by persons who are given possession of the vehicle with your consent;

- your personal and / or work-related belongings or items in your possession and any other goods being transported inside or on top of the Vehicle are stolen or damaged;

2.3 Insurance policy covering accidents by the Driver (PAI)

Vehicles in the AUTOSYSTEM fleet are covered by appropriate PAI policies. This type of cover offers compensation for injuries suffered by the Driver of the Vehicle at the time of the accident, which occurs as a result of the Driver's actions (a driver 'at fault'). If, therefore, you have caused an accident whilst driving the Vehicle, you will be covered for the financial consequences of injuries or death for a lump sum of up to a maximum of € 200,000.00.