RENTAL AGREEMENT

concluded in accordance with Section 2201 et seq. of the Civil Code between:

Lessor:

Easy půjčovna aut s.r.o.
ID NO: 19829434, Tax ID No.: CZ19829434
with its registered office at Plzeňská 3350/18, Smíchov, 150 00 Praha 5 (hereinafter referred to as the "**Seat**")
registered in the Commercial Register kept by the Municipal Court in Prague, File No. C 392299
tel. +420 602 215 181, email: recepce@easyrent.cz
Parking areas (premises): Strakonická 2860/4, Praha 5 (hereinafter referred to as the "**Parking areas**")
Parking Lot: Novodvorská 1800/136, Praha 4, floor -1 (hereinafter referred to as "**Parking Lot**")
Return Location: Parking lot
Represented by

Lessee:

Name and surname / business name:
ID No.: ...
Address /Seat:
Represented by on the basis of a power of attorney}
Date of birth:
ID card or passport No.: /
Driver's licence No.:
Tel: ...
Email: ...

I. Introductory Provisions

1. The Lessor leases the following Vehicle:
   Make:
   Model:
   Registration number: , VIN:
   (the "**Vehicle**")

II. Subject of the Agreement

1. The Lessor hereby rents the Vehicle to the Lessee for a fee to enable the Lessee to use the Vehicle for the rental period specified in this Agreement, under the terms specified herein.
2. The Lessor undertakes to hand the Vehicle over to the Lessee at the start of the rental period and enable the Lessee to use the Vehicle until the end of the agreed period.
3. The Lessee undertakes to pay the rental fee for the rental of the Vehicle, in the amount and under the terms specified in this Agreement.

III. Rental Period

1. The rental relationship established under this Agreement is concluded for a fixed period:
   from 19.4.2024 05:22
   to 19.4.2024 05:22
2. The Lessor will hand the Vehicle over to the Lessee at the start of the rental period on the basis of a handover protocol, which forms **Annex No. 1** as an integral part of this Agreement and which will be signed by both parties; the handover protocol contains three parts, one of which is filled in on the handover of the

Vehicle to the Lessee, the second is filled in when the Vehicle is returned to the Lessor by the Lessee and the third part is filled in following an additional inspection of the Vehicle, where applicable, pursuant to Art. IV, paragraph 8 of this Agreement. In addition, the Lessor and the Lessee are entitled to take photographs or videos of the state of the Vehicle at the time it is handed over and the date and the time they were taken.

3. The rental period specified in Art. III, paragraph 1 of this Agreement may be extended before the expiry of the thereof at the Lessee's proposal. If the rental period is not extended, the Lessee is obliged to return the Vehicle on the originally agreed date.

IV. Termination of the Agreement

1. The rental relationship established under this Agreement is terminated:
   - a) on agreement by the contracting parties to terminate the rental pursuant to this Agreement as of an agreed date,
   - b) upon the expiry of the rental period pursuant to Art. III, paragraph 1 of this Agreement,
   - c) upon withdrawal from this Agreement,
   - d) upon the destruction of, or irreparable damage to the Vehicle (total damage),
   - e) upon the confiscation of the Vehicle by the Lessor, or the Police of the Czech Republic, in the cases specified in Article V, paragraph 8 of this Agreement.
2. The Lessee is obliged to return the Vehicle to the Lessor at the end of the rental period at the Return Location specified in the header of this Agreement, unless the parties agree on a different location.
3. **The Lessee shall be obliged to hand over the Vehicle to the Lessor in the same condition in which it was received, i.e. washed in a hand or non-contact car wash, dried and with a cleaned interior**. The Vehicle should be washed close to the place of handover so that it does not become dirty again on the way to the place of handover.
4. If the Vehicle is being handed over at the Parking Lot, the Lessor recommends that the Lessee arrange for the Vehicle to be washed at the Automyčka Express located at the Parking Lot.
5. The Lessee may order the washing, cleaning and disinfection of the Vehicle at the Automyčka Express directly from the Lessor. In this case, the price for washing, cleaning and disinfection of the Vehicle according to Article VIII, paragraph 2 of the Agreement will be invoiced together with the rent for the use of the Vehicle.
6. In the case of the procedure according to Article IV paragraph 5 of the Agreement, the Lessee is obliged to book a date for washing the Vehicle by phone, email or in the reservation system at least 24 hours before the Vehicle is returned. The Vehicle will be then washed and ready for return no later than within 60 minutes of its arrival at the Parking Lot. In the case of the procedure under Article IV, paragraph 4 of the Agreement, this procedure is recommended.
7. The Lessee is obliged to attend the handover of the Vehicle so that the Lessee and the Lessor can inspect the state of the returned Vehicle. A record of the handover of the Vehicle to the Lessor by the Lessee will be entered in the handover protocol, which forms Annex No. 1 of this Agreement. **If the Lessee fails to appear, the inspection will be carried out in its absence**.
8. An additional inspection (hereinafter referred to as the "**Follow-up Inspection**") may be performed by the Lessor after the Vehicle has been returned, no later than within three days of its return, if :
   - a) the Vehicle is returned by the Lessee at a location other than the Return Location, or
   - b) the Vehicle is returned by the Lessee in a situation where it is not possible to immediately inspect and check the Vehicle, for example a return outside the Lessor´s working hours, etc.
   - c) the Vehicle is returned by the Lessee dirty and will need to be washed and cleaned, or
   - d) the Vehicle is confiscated from the Lessee pursuant to Art. V, paragraph 7 of this Agreement. A record of the Follow- up Inspection is entered in the handover protocol, which forms **Annex No. 1** to this Agreement.
9. The date of the Follow-up Inspection will be agreed on the return of the Vehicle and will be entered in the handover protocol, which forms Annex No. 1 to this Agreement. If the Vehicle is confiscated from the Lessee pursuant to Art. V, paragraph 7 of this Agreement, the Lessor is obliged to inform the Lessee of the Follow-up Inspection by email or SMS no later than 24 hours in advance to enable the Lessee to participate therein.

The Lessee is entitled to attend the Lessor's premises at any time from 9:00 to 16:00 on the date of the Follow-up Inspection. If the Lessee fails to appear, the inspection will be carried out in its absence.

10. In the event the Lessee refuses to sign the handover protocol, the Lessor will note "signature refused" or other such note on the handover protocol, and indicate the date and name of the person present at the handover of the Vehicle, and sign the record.
11. In the event the Lessee is not present at the handover or the Follow- up Inspection of the Vehicle (e.g. if the Lessee leaves the Vehicle at the car wash and leaves before the Lessor takes over the Vehicle), the Lessor will note "Lessee not present" or other such note on the handover protocol and shall date and sign the record. If other persons (witnesses) are present during the inspection/Follow-up Inspection of the Vehicle, the Lessor shall add their names to the handover protocol and they shall certify the accuracy of the data recorded in the protocol by their signatures.
12. In the event the Lessee is not present at the handover or the Follow- up Inspection of the Vehicle and if any damage or other deficiencies in the condition of the Vehicle are detected, the Lessee will be informed about them via email; the handover protocol will also be stored in an electronic form for 1 year from the date of the handover / Follow-up Inspection in the customer portal accessible to the Lessee at www.easyrent.cz.
13. The Lessor is entitled to withdraw from this Agreement in the event the Lessee materially breaches any of its obligations under Art. II, paragraph 3 or Art. VI of this Agreement, if the Lessee uses the Vehicle in a manner that causes or could potentially cause the Lessor damage, or if the Lessee uses the Vehicle in a manner resulting in excessive wear and tear. The Lessor may also withdraw from this Agreement by sending written notice of withdrawal by email. Withdrawal from this Agreement terminates the Agreement as of the date on which the notice of withdrawal is delivered to the Lessee. The Lessor is also entitled to withdraw from this Agreement if the Lessee refuses to sign other documents provided for in this Agreement after signing the Agreement, or if the Lessee (or a person acting on behalf of the Lessee) refuses to issue a security promissory note and to conclude an agreement on a promissory note filling right.
14. The Lessee is entitled to withdraw from this Agreement in the event the Lessor materially breaches of any of its obligations under Art. V of this Agreement.
15. The contracting parties have agreed to preclude the application of Section 2320 of the Civil Code, according to which the Lessee has the right to terminate the rental at any time.

V. Lessor's Rights and Obligations

1. The Lessor undertakes to hand the Vehicle over to the Lessee on the basis of the handover protocol, in good technical condition, so as to enable the Lessee to make full use of the Vehicle during the agreed period, together with a document confirming motor third party liability insurance, the registration documents for the Vehicle and the manual containing the manufacturer's instructions on the operation of the Vehicle. All apparent defects, damage, complaints and comments relating to the Vehicle must be reported by the Lessee no later than on receipt of the Vehicle from the Lessor and must be recorded in the handover protocol. If damage is found on the Vehicle that is not indicated in the handover protocol confirming receipt of the Vehicle by the Lessee during the rental period or on the return of the Vehicle to the Lessor, the Lessee will be liable for such damage, unless the Lessee can prove the damage existed when the Vehicle was handed over to the Lessee by the Lessor.
2. The Lessor is obliged to provide the Lessee with the full and uninterrupted use of the Vehicle for the entire rental period. For the purposes of this Agreement, the Lessor shall be deemed to be the operator of the Vehicle.
3. The Lessor is obliged to deliver the Vehicle insured with motor third party liability insurance (compulsory liability insurance).
4. The Lessor is entitled to check the state of the Vehicle following prior notice at any time during the rental period. In such a case, the Lessee undertakes to make the Vehicle available to be inspected by the Lessor on request.
5. The Lessor is required to subject the Vehicle to service inspections at the specified service intervals.

6. If repairs or service inspections are required in the Czech Republic or abroad, the Lessor is obliged to provide the Lessee with information and binding recommendations for the repair of the Vehicle at the manufacturer's authorized service center by phone. The Lessee will be sent confirmation of such information and recommendations by email or SMS.
7. In the event the Lessee fails to return the Vehicle in a due and timely manner at the end of the rental period, if it is clear that the Lessee wants to use the Vehicle to travel outside the Czech Republic without the Lessor's prior consent, if the Lessee repeatedly exceeds a speed of 180 km/h despite having received prior warning by SMS, or if the Lessor obtains a reasonable suspicion that the Lessee or an entitled driver is driving the Vehicle under the influence of alcohol or drugs, the Lessor is entitled to confiscate the Vehicle from the Lessee. The Lessor is also entitled to file a complaint with law enforcement authorities to verify whether a crime has been committed.
8. In order to reduce the risk of theft of the Vehicle and to prevent damages to property and health, the Lessor monitors the state and movement of the Vehicle during the rental period and the manner in which it is used by the Lessee by means of the SHERLOG security system, including the installation of some type of global positioning system (e.g. GPS) into the Vehicle. The Lessee must not tamper with this system or affect its operation in any way, particularly turn it off, remove it, etc. To reduce the risk of damage to the Vehicle and to prevent bodily harm, the positioning systems located in the Vehicle (primarily GPS) measure and record:
    - a) the speed of the Vehicle and the Lessor can use them to monitor compliance with obligations (speed limits) pursuant to this Agreement (see, for example, Art. VI, paragraph 12 of this Agreement),
    - b) the way the Lessee drives, including, for example, high engine speeds before the engine warms up, aggressive driving (hard braking and hard acceleration), skidding, drifting, which is acknowledged by the Lessee. The Lessee also confirms that it was informed by the Lessor about what data is recorded by the GPS system (speed, movement, location and way of driving).
9. At the request of the police, or the regional or municipal authority of a municipality with extended powers, the Lessor has the right to disclose the details necessary to identify the driver of a Vehicle suspected of violating Act No. 361/2000 Coll., the Road Traffic Act (the "**RTA**").

VI. Lessee's Rights and Obligations

1. The Lessee undertakes to use the Vehicle solely in accordance with this Agreement and generally binding legislation in force in the country where the Vehicle is used. The Lessee is obliged to use the Vehicle solely for the purposes designated by the manufacturer. The Lessee is obliged to lock the Vehicle when it is not in use and to prevent third parties from accessing the keys or starter card to the Vehicle.
2. To ensure the Vehicle is only used for the purposes specified in this Agreement, the Lessee may not sublet the Vehicle or allow a third party to use the Vehicle without the Lessor's written consent.
3. To ensure the Vehicle is used in accordance with this Agreement and to prevent or limit the risk of damage to the Vehicle, the Lessee may not use the Vehicle to operate a taxi service, may not use the Vehicle to participate in races or competitions, may not use Vehicle to drive off-road or otherwise subject the Vehicle to more than the permissible load.
4. The Lessee may not let the Vehicle be driven by a person other than the person specified in this Agreement as the person entitled to drive the Vehicle without the Lessor's written consent. The other person entitled to drive the Vehicle apart from the Lessee is: The Lessee may use the Vehicle to tow trailers or other cars and objects: Not.

5. The Lessee undertakes to look after the Vehicle with due diligence and to keep the Vehicle in a condition fit for operation and to ensure that the state of the Vehicle does not deteriorate compared to the condition the Vehicle was in when handed over to the Lessee, to the extent specified in this Agreement (including the handover protocol) and generally binding legislation. The Lessee may transport animals only in closed transport boxes. **It is forbidden to drive the Vehicle into automatic brush car washes or to wash the Vehicle by any other contact method**. In order to comply with the Lessee's obligation to maintain the Vehicle in the condition in which it was handed over (e.g. in warm weather it may be impossible to remove insect soiling

after a certain period of time), the Lessee is obliged to wash the Vehicle in a non-contact car wash or by himself using a WAP high-pressure cleaner. It is forbidden to use any chemicals to clean and treat the body and interior of the Vehicle and to use any air fresheners.

6. The Lessee undertakes to immediately notify the Lessor of any defects requiring repairs to the Vehicle by phone and subsequently in writing. The Lessee undertakes to notify the Lessor in writing of any damage to the Vehicle, regardless of whether such damage was caused by the Lessee or occurred independently of its will. The Lessee is not entitled to perform repairs or technical modifications to the Vehicle itself or through a third party without the Lessor's prior written consent, with the exception of the cases specified in Art. VI, paragraph 7 of this Agreement.
7. The Lessee is obliged to perform general maintenance and general repairs of the Vehicle. The term general repairs means any repairs to the Vehicle up to the cost of CZK 5,000, including VAT, per calendar month. The term general maintenance means any maintenance of the Vehicle up to the cost of CZK 5,000, including VAT, per calendar month. The Lessee has the right to the reimbursement of costs for repairs or maintenance from the Lessor exceeding CZK 5,000, including VAT, per calendar month. The Lessee is not entitled to any payment for the maintenance or general repairs of the Vehicle. The Lessee must ensure all repairs are carried out at the authorized service center of the Vehicle's manufacturer.
8. In order to eliminate or reduce the risk of incurring or increasing damage to the Vehicle and to minimize the cost of restoring the Vehicle to operating condition, the Lessee is also obliged to
    - a) abide by the ban on the use of tobacco products in the Vehicle and regularly check operating fluids,
    - b) notify the Lessor without undue delay of any damage and the need for any repairs to the Vehicle that the Lessor is obliged to perform,
    - c) follow the operating instructions issued by the manufacturer of the Vehicle, in particular, but not limited to, do not load the engine at high speeds before it has warmed up, refrain from aggressive driving (brake - throttle), refrain from hard braking and hard acceleration,
    - d) only fill up the Vehicle with fuel at filling stations with a good reputation (Shell, MOL, Benzina, OMV, RobinOil, Čepro, Pap Oil) and keep fuel receipts for the duration of this Agreement and for 30 days following the end of the rental period,
    - e) refrain from making any changes to the Vehicle without the Lessor's written consent,
    - f) bring the Vehicle in for repairs and service inspections (including changing from summer to winter tires and vice versa) in a timely manner and accept such restrictions to the use of the Vehicle; the Lessor will not charge the rental fee while the Lessee is unable to use the Vehicle; if the Lessee does not enable the Vehicle to undergo repairs and service inspections in a timely manner, it will be fully liable for any losses or damages that might result,
    - g) **immediately notify the Lessor and the Police of the Czech Republic** (or the investigative body outside the Czech Republic in case of a trip abroad) **in the event of its involvement in a road accident**, draw up an accident report on the common European Accident Statement form, provide a list of all persons involved, witnesses, vehicles and other affected items/property, take photographs and proceed in accordance with applicable laws to avoid any reduction in the indemnity to be provided by the insurance company, or to prevent any unauthorized drawing of motor third party liability insurance. The Lessee is not entitled to admit liability to any third party without the Lessor's consent. **Likewise, the Lessee is obliged to immediately notify the Lessor**, that the Vehicle or its accessories have been damaged by vandalism or stolen, to verbally file a **criminal report to the Police of the Czech Republic** (or the investigative body outside the Czech Republic in case of a trip abroad) and to subsequently send a copy of the criminal report to the Lessor.
    - h) in the event of damage to the Vehicle (theft, total damage, partial damage, etc.), to assist in the settlement of the claim by providing all necessary cooperation;
    - i) if the Vehicle is stolen or destroyed, immediately return the keys/ starter card and documents relating to the Vehicle to the Lessor,
    - j) notify the Lessor in writing of all changes on the part of the Lessee during the course of the rental period, e.g. a change of company name, a change of registered office, a change of contact telephone number, the company's statutory bodies and report all such changes immediately.

9. If the Vehicle is damaged or not completely fit for use (e.g. if the Vehicle smells of smoke), the Lessee is obliged to pay the Lessor the rental fee for the entire time the resulting damage needs to be repaired, namely for each day that the repair was carried out. This does not apply in cases where such damage is the result of a road accident caused by another road user, for which the Lessor will be able to successfully claim compensation for damage from the liability insurance of the person who caused the accident. The duration of repairs pursuant to the above means each calendar day, or even part thereof, on which the repair was carried out on the Vehicle, including technological delays. Other delays (e.g. caused by a shortage of spare parts, outages, holidays, etc.) are not included in the duration of repairs.
10. If the rental is terminated, the Lessee is obliged to return the Vehicle to the Lessor in a timely manner. The Lessee is obliged to return all of the Vehicle's accessories to the Lessor, including the amount of fuel with which it was provided to the Lessee at the start of the rental period.

11. To ensure that the Lessor is able to assert its rights to the Vehicle without unforeseen costs and to reduce the risk of theft of the Vehicle, the Lessee is not entitled to use the Vehicle for trips outside the Czech Republic, or to transport the Vehicle outside the Czech Republic in any other way, without the Lessor's prior written consent. The Lessor's consent for trips outside the Czech Republic may be granted for certain countries, cities or routes. **No fee is charged for the Lessor's consent to travel outside the Czech Republic**. In the event of travelling outside the Czech Republic, the Lessee (if he/she will be using toll sections of motorways or other roads) is obliged to purchase a vignette or its equivalent for the entire period during which he/she will be using the toll sections of motorways or other roads. The Lessee shall keep the documents evidencing the purchase of the vignette or its equivalent for the duration of this Agreement and for 30 days following the termination of the lease.

12. When using the Vehicle, the Lessee is obliged to comply with all applicable regulations and laws, particularly road traffic rules and to avoid damaging property or causing bodily harm. The Lessee is aware that any violation of traffic regulations, in particular exceeding speed limits, increases the risk of a traffic accident and thus increases the risk of damage to the Lessor and that it is in the Lessor's legitimate interest to ensure repeated and significant exceeding of speed limits set forth in this Agreement by means of a contractual penalty. In countries where speed limits are not set or are not set for a particular type of road, the Lessee undertakes to comply with the speed limits set out in this Agreement.

13. The Lessee is aware of the fact that the Lessor has entrusted the Lessee with a Vehicle of high value for the rental period and that the reasonable arrangement of the relationship corresponds to the obligation of the Lessee or a person acting on behalf of the Lessee to issue a **security blank promissory note** to secure the Lessor's claims under this Agreement. The terms and conditions under which the Lessor shall be entitled to fill in the promissory note if the Lessor's claims arising out of this Agreement or in connection with the lease of the Vehicle are not duly and timely paid are agreed in an **agreement on a promissory note filling right** to be entered into by the Lessor and the drawer of the promissory note at the time of issuance of the promissory note.

VII. Compensation for Damage, Costs, Penalties

1. As the Lessee has full control of the Vehicle from the moment it is handed over to the Lessee until the Vehicle is returned to the Lessor, the risk of damage to the Vehicle is transferred to the Lessee during this period. If the Vehicle is handed back to the Lessor by the Lessee where the conditions for a Follow-up Inspection are met, the contracting parties agree that the risk of damage to the Vehicle will pass to the Lessee until the Follow-up Inspection is completed. Transfer of the risk of damage to the Vehicle means that the Lessee will reimburse the Lessor for any damage caused to the Vehicle in full, regardless of how and by whom it was caused, and regardless of whether the Lessee breached its legal or contractual obligations.
2. At the end of the lease, the Lessee shall hand over the Vehicle in the condition in which it was received, taking into account the normal wear and tear of its proper use. The Lessee is obliged to continuously check whether any damage has occurred to the Vehicle during the rental period. The Lessee shall notify the Lessor of the occurrence of any damage within a period of time without undue delay.

3. The contracting parties have agreed on a deductible (CDW) of 10 % of the caused damage, but not less than CZK 100000. These limits always apply to one damage event. If the damage caused to the Vehicle exceeds the amount corresponding to the deductible, the Lessee will only pay for the portion of the damage up to the amount of that deductible. If the Vehicle is damaged in more than one damage event, the maximum amount paid by the Lessee corresponds to the sum of the deductible limits for all damage events.
4. **The limitation on the amount of the agreed deductible does not apply in the case of:**
    - a. **damage caused intentionally, by gross negligence or in connection with the commission of a criminal offence,**
    - b. **damage caused by a breach of any of the obligations of the Lessee set out in Article VI, paragraphs 1-8 a) - f) of this Agreement,**
    - c. **damage caused by other than a traffic accident, vandalism, natural disaster, fire and explosion,**
    - d. **damage to tires and wheel rims,**
    - e. **damage to windscreens,**
    - f. **damage that has not been properly documented and reported by the Lessee in accordance with Article VI, paragraph 8 g) or for which cooperation has not been provided in accordance with Article VI, paragraph 8 h) of this Agreement,**
    - g. **lost profits during the period of shutdown of the damaged Vehicle as a result of its repair.**

In these cases, the Lessee shall pay the full amount of the damage. The Lessee shall not be liable for the lost profit referred to in letter g) above if the Lessee has provided the cooperation referred to in Article VI, paragraph 8 h) of this Agreement and the insurer of the damage has paid the lost profit under the compulsory liability insurance.

5. The parties have taken out **additional windscreen insurance:** Not. The payment for **additional windscreen insurance** is CZK 4 132. If the parties have taken out additional windscreen insurance or a zero deductible, the compensation for damage to the windscreen will be paid from this additional insurance. **This shall not apply in cases where the Lessee breaches its obligation under Art. VI, paragraph 8 h) of this Agreement and does not provide the necessary cooperation within three days from the return of the Vehicle.**

6. The Lessee is obliged to pay the damage within a period of time without undue delay from the date of being requested to do so, but no later than the due date stated on the invoice. The Lessee shall not have the right to be given damaged parts of the Vehicle.

7. If the damage caused to the Vehicle does not exceed the amount corresponding to the deductible, minor damages to the Vehicle that do not hinder the operation of the Vehicle do not have to be repaired by the Lessor or may be repaired by the Lessor after a certain time interval. In such a case, the contracting parties agree that the Lessee shall pay to the Lessor for the cost of repairing the Vehicle in the amount specified in the **part A of the Annex 2** to this Agreement (in particular paint damage). Similarly, in the event that individual parts of the Vehicle are damaged and can be replaced without the need for repairs other than replacement (in particular deformation of the body), the Parties agree that the Lessee shall pay the Lessor for the repair of the Vehicle in accordance with the price list set out in the **part B of the Annex 2**. If Annex 2 is not attached to the Agreement, this contractual provision or the corresponding part thereof shall not apply. The limits under this Article shall not include the damage referred to in Article VII, paragraph 4 of this Agreement.

8. In other cases, i.e. if the Vehicle is repaired, the Lessee is obliged to compensate the Lessor for damage caused to the Vehicle according to the costs of repair paid by the Lessor.
9. The Lessor is not obliged to repair the Vehicle even if the amount of damage is proven by an expert appraisal. The Lessee is obliged to reimburse the Lessor for the costs associated with the preparation of the expert appraisal. If the Lessee agrees, the compensation for damage may instead be determined according to the calculation of the Audatex expert system (AudaPad program).
10. In the event the Lessee fails to return the Vehicle to the Lessor in a due and timely manner at the end of the rental period, the Lessor is entitled to the rental fee for each day, or part thereof by which the Lessee delays in returning the Vehicle.

11. The Lessee is aware of the fact that the Lessor has entrusted it with a Vehicle worth several hundred thousand to several million Czech crowns for the rental period, and that as the Vehicle operator, the Lessor is responsible for ensuring that the driver's duties and the rules of road traffic are observed when using the Vehicle on the road and that in terms of the contractual relationships it is therefore reasonable for the Lessor to ensure the fulfilment of the most important obligations by implementing contractual penalties in an appropriate amount and thus prevent damage to the property and injury to the Lessor, Lessee and road users. The Lessee is obliged to pay the Lessor a contractual penalty for each individual breach of the designated obligations:
    - a) CZK 100,000 in the event of a breach of Art. V, paragraph 8 or Art. VI, paragraph 11 of this Agreement, the amount of this contractual penalty is justified, inter alia, by the amount of costs incurred to secure the Vehicles in case of their theft, removal from abroad, costs associated with the intervention of the security agency and the return of the Vehicles, the amount of fines and other sanctions imposed on the Vehicle operator abroad (e.g. detention of the Vehicle),
    - b) CZK 50,000 in the event of a breach of Art. VI, paragraph 2 of this Agreement, the amount of this contractual penalty is justified by the need to assess whether the Lessee is a person with a propensity or aversion to risky driving and to adjust the decision to conclude the Agreement and the amount of the security deposit accordingly,
    - c) CZK 10,000 in the event of a breach of Art. VI, paragraph 8 b) and d) – j) of this Agreement,
    - d) CZK 10,000 in the event of a breach of Art. VI, paragraph 3 of this Agreement
    - e) CZK 50000 for a breach of the obligation specified in Art. VI, paragraph 12 of this Agreement involving repeatedly (at least 10 times) breaking the speed limit of 150 km/hour on roads outside the municipality,
    - f) CZK 50000 for a breach of the obligation specified in Art. VI, paragraph 12 of this Agreement involving repeatedly (at least 5 times) breaking the speed limit of 100 km/hour on roads in the municipality,
    - g) CZK 10,000 in the event of a breach of any obligations specified in Art. VI, paragraph 8 a) of this Agreement, the amount of this contractual penalty is justified by the fact that the removal of odors through ozone is associated with degradation of plastics and corrosion of the Vehicle's electronic connections,
    - h) CZK 5,000 for each day of delay in fulfilling the obligation specified in Art. IV, paragraph 2 of this Agreement,
    - i) CZK 50000 in the event of a breach Art. VI, paragraph 8 c) of this Agreement.
12. The Lessor is obliged to pay the Lessee a contractual penalty for each individual breach of the following obligations:
    - a) CZK 5,000 in the event of a breach of Art. V, paragraph 1 of this Agreement
    - b) CZK 2,500 in the event of a breach of any of the obligations specified in Art. V, paragraphs 2, 3 or 5 of this Agreement.
13. The agreement of any contractual penalty in this Agreement does not preclude the entitled party’s right to compensation for damages resulting from a breach of an obligation subject to a contractual penalty.
14. The Lessee is obliged to pay the Lessor in the following cases:
    - a) if the Lessee breaches its obligation pursuant to Art. IV, paragraph 2 of this Agreement and the Lessor is forced to confiscate the Vehicle or to file a complaint with law enforcement authorities, a contractual penalty in the amount of CZK 5,000,
    - b) if the Lessor is forced to deal with questions and queries by public administration, in connection with the imposed sanctions (specified amounts and fines) for non-compliance with traffic regulations, a flat rate administrative fee of CZK 500,- for each individual sanction imposed. If the fine is dealt with collectively in a consolidated procedure, the flat rate administrative fee including the fine imposed is CZK 1,000 in total;
    - c) .if the Lessor is forced to provide replacement keys or documents for the Vehicle which have been lost by the Lessee, a flat-rate administrative fee in the amount of CZK 2,500,
    - d) if the Lessor delivers the Vehicle for the Lessee for handover or takes back the Vehicle outside the City of Prague, a flat-rate reimbursement of costs in the amount of CZK 2,500 (this applies even if the

Lessor delivers the Vehicle but does not hand it over because the Lessee does not sign the contractual documentation); in cases where the Vehicle will be more than 50 km away, the Lessee is obliged to pay CZK 30 for each additional km above the 50 km limit,

- e) if the Lessor has to deal with any damage event or damage to the Vehicle, a flat-rate administrative fee in the amount of CZK 2,500; this provision does not apply to damage events where the Lessee proves the fault of a specific third party,
- f) if the Vehicle is so dirty that the dirt cannot be removed by normal cleaning and will need to be scrubbed or another more thorough form of cleaning will be required, a compensation for damages in the amount of CZK 5,000,
- g) if the Lessor is forced to deodorize the Vehicle due to the smell of tobacco smoke, if the Lessee returns it in such condition, in the amount of CZK 20,000,
- h) if the Lessee fails to return the Vehicle to the Lessor with the same fuel level at which the Vehicle was handed over to the Lessee at the start of the rental period, the Lessee will be charged for the refueled amount of fuel and a flat-rate administrative fee of CZK 1,000, which covers the costs associated with taking the Vehicle to the filling station and the costs of re-washing the Vehicle;
- i) in the event that the Lessee does not hand over the washed Vehicle to the Lessor, the Lessee will be charged a flat-rate reimbursement of costs for washing and cleaning of the Vehicle in the amount of CZK 999,
- j) if the Lessee, after signing this Agreement, breaches the obligation to sign or provide any of the documents provided for in the Agreement (e.g. issue a security promissory note or to enter into an agreement on a promissory note filling right), a contractual penalty in the amount of 100 % of the rent for the agreed rental period, but not more than for 7 days of rental of the Vehicle; during the summer season (i.e. in the period from 1st May to 30th September) the maximum amount of the contractual penalty for vehicles of the "convertible", “minibus”, “electric” and “sport and luxury vehicles” class (i.e. so-called holiday vehicles) is increased to the amount corresponding to the rental fee for 14 days of rental of the Vehicle.

15. The Lessee undertakes to pay all fines and other penalties imposed by the Lessor in connection with the operation of the Vehicle during the rental period at the Lessor’s request, including penalties (specified amounts and fines)imposed on the Lessor by state authorities in accordance with Section 125 h) and Section 125 f) in conjunction with Section 10, paragraph 3 of the RTA, under which the operator is obliged to ensure compliance with the driver’s obligations and rules of the road when using a Vehicle on roads, as specified by this Act.

16. If any of the payments specified in Art. VII of this Agreement are subject to VAT, the price specified herein is **exclusive of VAT** and the Lessor will add VAT in the amount of 21% to these prices.

17. A request for the payment of compensation for damage may also be issued by text message sent to the Lessee’s mobile telephone.

VIII. Rental Fee and Other Charges

1. The **rental fee** for renting the Vehicle for each day or part thereof amounts to CZK 1999.

2. If the Lessee orders the service of washing the Vehicle from the Lessor according to Article IV, paragraph 5 of the Agreement, the Lessee is obliged to pay the price for washing and cleaning of the Vehicle in the amount of CZK 999.
3. The fee for bringing the Vehicle to a location within the City of Prague outside the Lessor’s Parking areas or outside the area of the Václav Havel Airport amounts to CZK 999; this also applies if the Lessor brings the Vehicle but does not hand it over because the Lessee refuses to sign the contractual documentation.
4. The fee for the return of the Vehicle within the City of Prague outside the Return Location, the Parking Lot or outside the area of the Václav Havel Airport amounts to CZK 999.

5. The fee for handing over or returning the Vehicle on Saturday, Sunday or public holidays amounts to CZK 999; this also applies if the Lessor brings the Vehicle but does not hand it over because the Lessee refuses to sign the contractual documentation.
6. The fee for handing over or returning the Vehicle between the hours of 17:00 and 9:00 amounts to CZK 999.
7. The fee for deactivating the ignition module amounts to CZK 4 999.
8. The rental fee pursuant to Article VIII, paragraph 1 of this Agreement includes mileage for a limited number of kilometers The maximum daily mileage is 200 km. If the Vehicle is rented for more than one day, the average daily mileage is decisive, which is the ratio of the total number of days multiplied by the daily mileage and the number of days for which the Vehicle was rented. If the total rental period does not exceed 29 days, the maximum average daily mileage is 200 km. If the total rental period is 30 days or more, the maximum average daily mileage from the start of the rental, i.e. from the first day of the rental, shall not exceed 100 km. If the maximum daily mileage is exceeded, the Lessee is obliged to pay a fee of CZK 50/km (CZK 61/km incl. VAT).
9. In order to cover the payment of the rental fee and any of the Lessor's other legitimate claims pursuant to this Agreement, the Lessee paid the Lessor a deposit in the amount of CZK (individual) no later than when signing this Agreement. The Lessee does not require the Lessor to pay interest on this deposit. The Lessor may require the Lessee to give its consent to the payment in the form of a late charge payment, by which the Lessee confirms that the Lessor is entitled to satisfy the rental fee and any other legitimate claims from the Lessee's credit or debit card. The Lessee hereby consents to pay for penalties imposed on the Lessor as the operator of the Vehicle by a public authority for offences committed while the Vehicle was rented by the Lessee. This payment will be made from the Lessee's credit or debit card.
10. The Lessor is entitled to use the deposit or other payment made by the Lessee to cover the rental fee and any of the Lessor's other legitimate claims pursuant to this Agreement, and may offset its receivable for the rental fee and other legitimate claims against the Lessee's claim for the return of the deposit/other payment made. If the Lessor has multiple receivables against the Lessee and if the Lessee does not specify which debt is to be paid, the Lessor is entitled to offset against the Lessee's claim for the return of the deposit or other payment made, the claims for payment of the Lessor's claims under this Agreement at its option. The Lessor will return any unused portion of the deposit to the Lessee no later than within 30 days of the end of the rental period, provided that the Vehicle has not been damaged. If the Vehicle has been damaged, the Lessor will return the deposit (or part thereof) to the Lessee no later than within 90 days of the end of the rental period.
11. The Lessor is obliged to issue an invoice no later than within 14 days of the return of the Vehicle to the Lessor. In the case of electric vehicles, the time limit is extended to 90 days of the return of the Vehicle, taking into account the need to account for consumption. If the Vehicle has been damaged, the Lessor is obliged to issue an invoice within 5 days after the amount of damage has been determined in accordance with this Agreement, but no later than 90 days after the termination of the rental relationship. The invoice shall be sent electronically to the Lessee's email address. The issue of an invoice does not affect the Lessor's right to claim receivables from the Lessee under this Agreement that do not comprise services provided by the Lessor and which may arise or be calculated after the issue of an invoice (e.g. fines, damage to the Vehicle, etc.). The Lessor is entitled to claim these separately from the Lessee.
12. The Lessee will pay the rental fee in a lump sum at the end of the rental period, including cases where the entire rental fee has not yet been paid on the basis of an advance invoice issued before the conclusion of the rental agreement. However, if the agreed rental period is longer than 1 calendar month, each subsequent rental fee is payable at the end of the calendar month for which the fee is due.
13. The rental fee is paid from the moment the Vehicle is received until it is returned. If the Vehicle is stolen or destroyed before it is returned, the rental fee is payable until the Lessee informs the Lessor that the Vehicle has been stolen or destroyed.
14. The Lessor is entitled to issue an advance invoice for the rental fee, payable on the day after it is issued.
15. The Lessee has the right to a discount on the rental fee for the period during which it fulfilled the obligation specified in Art. VI, paragraph 8 f) of this Agreement. The Lessee does not have the right to a discount if the Vehicle needs to be repaired through the fault of the Lessee.

16. If the Vehicle is **returned early**, the Lessee is obliged to pay the Lessor a contractual penalty in the amount of 100% of the rental fee **for the remaining agreed rental period**, but for a maximum of remaining 7 days of the Vehicle rental. During the summer season (i.e. from 1 May to 30 September), the contractual penalty for vehicles of the "convertible", "minibus", "electric" and "sport and luxury vehicles" class is limited to the remaining 14 days of rental period.

17. Payments under this rental agreement may be made by bank transfer, cash or credit cards.

18. All the prices stated in this article **exclude VAT**, which will be added to these prices by the Lessor in the amount of 21%.

IX. Principles Governing the Protection of Personal Data

1. The contracting parties are aware that the personal data of the representatives or contact persons of the contracting parties will be provided and processed for the purpose of negotiations, compliance with contractual obligations, the assertion of claims under this Agreement and communication between the contracting parties in connection with the conclusion of this Agreement.
2. The Lessee is aware that, under this Agreement, the Lessor will process: (i) its personal data, if it is a natural person, (ii) if the Lessee is a legal entity, the personal data of its representatives/contact persons pursuant to paragraph 1 of this article of the Agreement, as well as the personal data of persons who, for the purposes of this Agreement, will be authorized to use the Vehicle on behalf of the Lessee, as follows:
    - **Address and identifying** personal data, such as academic title; first name, surname; date of birth; residential address and, where applicable, mailing address; ID card no., expiration date of ID card; copy of driver's license; telephone number; e- mail; Corporate ID No. and Tax ID No. in the case of Lessees - natural persons
    - **Descriptive** personal data, such as bank account number, by online payments, the last 4 digits of the Lessee's credit card number, by late charge transactions, the credit card details (type, number, expiry date); position/job title; signature, and particularly data obtained through the GPS application located in the Vehicle (see Art. V, paragraph 8 of this Agreement), such as data on the position and speed of the Vehicle.
3. Personal data processed by the Lessor under this Agreement (paragraphs 1 and 2 above) is further referred to as "**Personal Data**"
4. Persons whose Personal Data is processed by the Lessor under this Agreement (paragraphs 1 and 2 above) are also hereinafter referred to as "**Data Subjects**".
5. The Lessor processes Personal Data as the controller. Personal Data is processed manually and by automated means; no automated decision making or profiling is involved.
6. The Lessor processes Personal Data for the purpose of the realization of its rights and obligations under this Agreement, on the following legal grounds (i) fulfilment of the Agreement and (ii) the Lessor's legitimate interests in the implementation, enforcement and execution of its rights, particularly in judicial /administrative proceedings, sending commercial messages and in the case of processing GPS data – in addition to the fulfilment of the Agreement under (i) above – also a legitimate interest relating to the protection of property, the protection of life and health and the documentation of security/safety incidents and (iii) compliance with a legal obligation arising in particular from accounting and tax regulations or in connection with inspections by public authorities.
7. Certain data from the ID card (namely the ID card number, name and surname, date of birth, address, eventually the expiration date of the ID card) are obtained by taking a copy of the ID card using a template that conceals personal data that are not necessary to be taken. A full copy is taken of the Lessee's driver's license in order to fulfil the Lessor's obligation to provide the insurance company with a copy of the Vehicle's driver's license for the purpose of settling an insurance claim, etc. The provision of this data

(making of copies) is a contractual requirement of the Lessor, without the fulfilment of which this Agreement cannot be concluded. The Lessee is obliged to provide a copy of the driving license of all persons entitled to drive the Vehicle pursuant to Article VI, paragraph 4 of this Agreement.

8. The Personal Data of Data Subjects is processed for the duration of the rental period pursuant to this Agreement and subsequently – unless the processing period is stipulated by special regulations (especially tax and accounting) - for a maximum of 4 years from the end of the Agreement; Personal Data may be processed for longer only to the extent necessary in the event that their processing proves necessary for the exercise of the Lessor's rights in judicial or administrative proceedings. Personal Data acquired via GPS is destroyed within 15 days of the end of this Agreement unless further processing is necessary in any litigation or administrative proceedings. In the case of sending commercial messages, your personal data is processed until the time of your disagreement with the sending of these business messages, but for a maximum of 10 years. Disagreement can be expressed by email to recepce@easyrent.cz.
9. In addition to the Lessor, external processors, especially IT service providers, or accountancy and tax or legal service providers authorized by the Lessor also have access to Personal Data.

All of the above entities are bound by the duty to keep such Personal Data confidential. All processors provide adequate guarantees that they have implemented appropriate technical and organizational measures to ensure that Personal Data is adequately protected. Personal Data may also be accessed by leasing companies, insurance companies (e.g. in the event of an insurance claim), the Police of the Czech Republic and other public bodies in the execution of their powers.

10. Personal Data will not be transferred to a third country (outside the EU) or to an international organization.
11. In connection with the processing of their Personal Data by the Lessor, Data Subjects have the right to file an objection to processing on the grounds of the Lessor's legitimate interests. In addition, the Lessor does not process Personal Data if it cannot prove that it has serious justified reasons for processing this data that outweigh the interests or rights and freedoms of Data Subjects, or for the determination, enforcement or defense of legal claims, or if it has no other legal grounds for processing such Personal Data.
12. In relation to the processing of their Personal Data, Data Subjects also have the following rights:
    - The right to information and access their Personal Data;
    - The right to the correction of their Personal Data;
    - The right to the deletion of their Personal Data;
    - The right to restrict the processing of their Personal Data;
    - The right to the portability of their Personal Data. The above rights, including the right to file an objection, may be exercised by emailing the Lessor at recepce@easyrent.cz or writing to its registered office as specified in the header of this Agreement.
13. If Data Subjects suspect that their Personal Data is being processed in violation of data protection laws, they may file a complaint at any time with the Office for Personal Data Protection, based at Pplk. Sochora 27, 170 00 Prague 7, tel. 234 665 111, email: posta@uoou.cz, which is the supervisory authority for the protection of Personal Data.
14. More detailed information on the principles governing the processing of Personal Data by the Lessor is available on the Lessor's website at www.easyrent.cz.
15. A Lessee which is a legal entity is obliged to inform the individuals - Data Subjects – concerned whose Personal Data is processed under this Agreement that their Personal Data has been transferred to the Lessor, and provide them with the information contained in this article of the Agreement.

X. Contracting process / Final Provisions

1. For the purposes of this Agreement, correspondence relating to this Agreement is deemed delivered on the third day after it is sent, unless proven otherwise. If the Lessee is delivered to a data box, the message is delivered when the Lessee (user with the right to read the message) logs in to the data box, but no later than the tenth day after the message is delivered to the data box.

2. Where written form of legal action is required in this Agreement, the parties agree that email form is sufficient.
3. The process of concluding a rental agreement begins with booking a Vehicle on the website www.easyrent.cz, which is made on the basis of a binding order. After selecting the type of Vehicle, entering the required parameters of the rental agreement and paying the mandatory advance, if the customer has not chosen the option of payment on handover of the Vehicle, a draft rental agreement is sent to the prospective Lessee so that he/she can study the draft agreement well in advance. Before sending the binding order, the prospective Lessee is informed that he/she has the opportunity to check and correct the information in the Vehicle order and that he/she will be obliged to pay the advance upon dispatch.
4. The rental agreement itself is concluded in electronic form, even if it is concluded outside the Lessor's business premises in the physical presence of both parties, to which both parties agree. The concluded rental agreement is sent to the Lessee's email, together with the General Motor Vehicle Rental Terms and Conditions and the Warranty Rules. The Lessee may request a paper copy of the Agreement if it notifies the Lessor sufficiently in advance. If the Lessor is not notified sufficiently in advance and the Lessee does not agree to the Agreement being sent by email, the Lessor shall send the Agreement to the Lessee in paper form without undue delay after the conclusion of the Agreement. Both parties sign the Agreement on a tablet or other electronic device that allows the parties to read the text of the Agreement on it, a draft of which has been sent to the Lessee in advance, and affix their signatures. Subsequently, the Lessee's identity shall be confirmed and the Lessee's willingness to sign the Agreement shall be verified by sending a verification SMS to the Lessee's telephone number or by different/other appropriate means, whereby the Lessee is required to confirm its identity and will to enter into Agreement. The Agreement is concluded when the Lessee confirms its identity and will to conclude this Agreement in the required manner (e.g. by clicking, entering a PIN, etc.). The general terms and conditions for the rental of a motor vehicle, the text of which is available on the website www.easyrent.cz, are part of the rental agreement. The Agreement can be concluded in Czech or English. The concluded rental agreement, including the handover protocols, will be also stored for a period of 1 year after the end of the rental period in electronic form in the customer portal accessible to the Lessee at www.easyrent.cz. The Lessee agrees to the transmission of the Agreement via the customer portal and its sending by e-mail, even if the Agreement was concluded outside the business premises of the Lessor in the physical presence of both parties.
5. The contracting parties have the possibility to extend the rental period by concluding an amendment to the Agreement. The amendment shall be concluded at a distance in electronic form in the customer portal accessible at www.easyrent.cz by the Lessee indicating until when he/she wants to extend the rental agreement. If the extension is possible, the Lessor will generate the amendment and send it to the Lessee's email address. After the Lessee signs it and pays the security deposit, the amendment becomes effective.
6. This Agreement is concluded in accordance with applicable Czech law and any disputes will be subject to Czech law. Any disputes will be settled by the courts with local and material jurisdiction.
7. The contracting parties declare that they have concluded this Agreement of their true and free will, in a serious and comprehensible manner, not under duress or markedly unfavourable conditions, in proof of which and in witness of their consent to the content of this Agreement, they attach their signatures hereto.
8. Annexes:
    - No. 1 - handover protocols
    - No. 2 - price list for repairs of damages to the Vehicle and repairs carried out by replacing parts

SUMMARY OF BASIC INFORMATION AND WARNINGS

This summary does not replace, amend or supplement any provision of the Agreement. It is intended only to draw attention to certain matters arising under the Agreement.

Rental fee: CZK 1999
Rental Period: Rental Period: from 19.4.2024 05:22 o'clock to 19.4.2024 05:22 o'clock
Agreed mileage: 200 km/day
Fee for exceeding the daily mileage km: CZK 50/km

- If unlimited mileage has not been agreed upon and the Lessee exceeds the agreed mileage limit, the Lessee is obliged to pay a fee for exceeding the maximum/average daily mileage in the amount specified in Article VIII, paragraph 8 of the Agreement, to the Lessor.
- The Vehicle shall be returned with the same fuel level in the tank and washed. **It is forbidden to drive the Vehicle into brush car washes or to wash the Vehicle by any other contact method**. It is forbidden to use any chemicals to clean and treat the body and interior of the Vehicle and to use any air fresheners.
- If the Vehicle is returned to the Parking Lot and the Lessee wishes to have the Vehicle washed in the Parking Lot at the Automyčka Express, it is necessary to book a date for washing the Vehicle at least 24 hours before returning the Vehicle and wait for the Vehicle to be washed. Only then is the condition of the returned Vehicle inspected and the Vehicle is handed over to the Lessor. Simply **leaving the Vehicle at the Automyčka Express shall not be deemed to be a return of the Vehicle**.
- The Lessor may conduct an additional inspection of the Vehicle under the terms of Article IV, paragraphs 8 and 9 of the Agreement (e.g., if the Vehicle is returned outside the Return Location or outside business hours, dirty, or if it had to be confiscated from the Lessee).
- It is **forbidden to smoke** and transport animals other than in closed transport boxes in the Vehicle.
- The Vehicle may only be driven by persons expressly named in the Agreement. Handing over to a third party may be subject to a contractual penalty.
- The Lessee **must refrain from aggressive driving** with the Vehicle. In case of aggressive driving a contractual penalty may be imposed.
- **Any damage** to the Vehicle must be reported immediately to the Lessor and the police authority. The Lessee is obliged to provide all necessary assistance during the settlement of the insurance claim (insurance event).
- The Lessee is liable for damages to the Vehicle according to the terms of the Agreement **until the Vehicle is handed over to the Lessor**.
- The limitation on the amount of the agreed deductible does not apply in certain contractually agreed cases (Article VII, paragraph 4 of the Agreement) (e.g. damage caused intentionally, by gross negligence or in connection with the commission of a criminal offence, damage to tires and wheel rims).
- The location, speed of the Vehicle and the way of driving of the Lessee, including e.g. high engine speeds before the engine warms up, aggressive driving (hard braking and hard acceleration), skidding and drifting, are **monitored by GPS**.
- Leaving the premises of Czech Republic is only possible with the express consent of the Lessor. The Lessor's consent for trips outside the Czech Republic may be granted for certain countries, cities or routes.
- The Lessee is obliged to comply with all traffic regulations and speed limits agreed in the Agreement. If **speed limits are exceeded**, the risk of traffic accidents and thus damage increases. Repeated exceeding of speed limits is therefore punishable by the Lessor with a **contractual penalty** according to the Agreement.
- The Agreement contains a full list of fees and contractual penalties associated with the rental of the Vehicle.
- In order to secure Lessor´s claims under the rental agreement, the Lessor requires the Lessee (or a person acting on behalf of the Lessee) to issue a **security blank promissory note** and to conclude agreement on a promissory note filling right setting forth the terms and conditions under which the Lessor has the right to execute the promissory note if the Lessor's claims are not duly and timely paid.

In Prague on

Lessor

Lesse

Date of contract confirmation by SMS code: