

**GENERAL TERMS OF VEHICLE RENTAL AGREEMENT**

LUSO – AUTOMÓVEIS DE ALUGUER, LDA., private limited-liability company, with the collective person identification number 501820698, registered at Cascais's Registrar of Companies Office, under the same number, with head office at Rua Campo Santo, 756 Galiza, São João do Estoril, municipality of Cascais (heron designated merely by "LUSO"), rents to CLIENT (identified on the pre-formulated standard contract on the back page), the Vehicle (better identified on the back page), described in the pre-formulated standard contract, on the terms and conditions specified in the Rental Agreement, which the CLIENT acknowledges, accepts, and with his signature obliges himself to observe and comply.

**1. Use and vehicle condition**

- 1.1. CLIENT expressly declares receiving the Vehicle in good working, preservation and cleanness conditions, with the amount of fuel indicated in the Contract, equipped with radio, warning triangle, hand tools, five pneumatic tires in good conditions without punctures (or 4 tires and puncture repair kit), unless proven otherwise, as well as all the necessary documentation.
- 1.2. CLIENT undertakes to do a normal and prudent Vehicle usage and to return it in the exact same conditions under which it was delivered to him, otherwise the CLIENT will be reliable for the total payment of the Vehicle's repair costs. Those costs will be presented by LUSO.
- 1.3. CLIENT accepts to use the Vehicle in compliance with all Road Traffic Laws in force. The vehicle can not be used, otherwise being considered breach of Contract, namely, in the following situations:
  - To use to transport goods in violation of customs regulations or any other unlawful activity;
  - When driven by people under the influence of alcohol, narcotics or other substances that may reduce physical and / or cognitive functions;
  - If used to move any other vehicle or towage;
  - If used in sporting events or other activity involving a harsh and unusual usage of the Vehicle;
  - When used to transport passengers or goods remuneratively, except if expressly authorized by LUSO;
  - When using fuels or lubricants that have distinct characteristics and qualities of the ones mentioned or recommended by the manufacturer;
  - If the vehicle is used by persons not authorized by this Contract.
- 1.4. Outside periods of usage, CLIENT undertakes to have the Vehicle closed and locked, as well as accepts not to leave inside the Vehicle the respective documents, being the CLIENT considered always as the solely bearer of those documents and liable for the same.
- 1.5. In case of loss or misplacement of the Vehicle's documents or keys, regardless of the reasons merited, the CLIENT will be liable for the payment of all the steal or lost inherent costs (e.g. replacement, recovery diligences).
- 1.6. Vehicle's exit of Mainland Portugal is expressly prohibited, except if expressly authorized and appointed by LUSO, under special conditions.
- 1.7. The lack of previous authorization to drive the rented Vehicle outside Portuguese territory discharges both LUSO's and the Insurance Company's liabilities to pay for any damages or losses, either taken personally or into property, caused to the driver or others, being the CLIENT and the respective drivers legally responsible therefore.
2. **Rental, Pre-payment and Contract extension**
- 2.1. CLIENT agrees to return the vehicle at the place, date and time specified in the Contract, otherwise being not considered terminated the Contract, in which case, it will be applied a service fee equal to twice the stipulated.
- 2.2. The estimated rental value, calculated on the type of Vehicle and rate specified in the Contract, including extras, must be paid upon the collecting of the Vehicle, and, additionally, a pre-payment deposit defined by LUSO.
- 2.3. In no case will the pre-payment serve as a rental extension.
- 2.4. If the CLIENT wishes to keep the Vehicle beyond the period originally agreed, same CLIENT is obliged to ask LUSO, in advance, by means of a written authorization, a Contract extension, assisting LUSO the faculty to authorize or refuse it, and, in case of acceptance, CLIENT agrees to pay immediately the sum corresponding to the extension.

**3. Payments**

CLIENT undertakes expressly to pay LUSO:

- a) An additional fee if the vehicle is lifted and / or delivered at different stations or elsewhere, regardless of the existence of a previous agreement to that effect;
- b) The cost resulting from the Vehicle's damage repair and damages arising out of the requirements of this Contract and inherent insurance policies;
- c) The cost of damage repairing caused by shock, collision, overturning and / or larceny / theft of Vehicle or any of its parts and its restraint. For the purposes of this paragraph it stands clear that:
  - In the respective debts to make, there will be used the rates in force at the time of the events, and the maximum compensation shall correspond to the price of the Vehicle as if it was new;
  - Client will not be liable under this paragraph if the Vehicle has been used accordingly with all terms and conditions of this Contract and, cumulatively, CDW, CDW and SUPER TP insurance services have been previously engaged with LUSO, upon a payment of a self-damage covering fee. The engagement of these services will be made when Client affixes his signature or initials in this Contract, being also reliable for paying the deductive item in force at each time, and specified on the rental rate.
- d) Fines and penalties applied to the Vehicle, resulting of any transgression committed by its user, as well as any penalties imposed by Courts of Law and administrative authorities, due to proceedings regarding administrative offences, in which CLIENT figures as a defendant, as well as legal expenses and extra-judicial inherent costs, unless proven to be consequential of an unequivocal act exclusively attributable to LUSO;
- e) All expenses of circulation on highways, bridges, no cost to users roads or other payable roads;
- f) All expenses including processing fee, legal costs, lawyer fees, paralegals or enforcement paralegals fees who provide services to

LUSO in order to obtain imbursement of any sums owed by CLIENT to LUSO, up to a maximum of € 5,000.00 (five thousand euros);

- g) All expenses to repair minor damages caused to the Vehicle during the rental period, whose repair types and values figure on the table given available to CLIENT when signing this Contract. For such purpose, damages that do not appear marked in the Contract, at the date of its beginning and whose agreement is joint obligation of the CLIENT and LUSO are considered. The payment is made upon delivery of the Vehicle by the CLIENT to LUSO.

**4. Insurance and Coverage**

- 4.1. It is assigned to the Vehicle a liability insurance regarding damages made to third parties in a limited amount up to € 50,000,000.00 (fifty million euros). Same insurance does not cover self-damages, robbery / theft, partially or totally, of the Vehicle and damages caused to the driver and / or occupants. CLIENT expressly declares to be fully aware, as well as accepting, the terms of the respective insurance policy. Therefore, any damage not foreseen in the insurance policy shall be of the CLIENT's solely liability.
- 4.2. CLIENT may engage, by means of paying an additional fee the following supplementary insurance covers: CDW, SUPERCDW and TP.
- 4.3. If the CLIENT has engaged CDW and / or SUPERCDW insurance cover(s), all damages caused to the Vehicle resulting from its misuse, continue to remain of the CLIENT's liability. These additional coverages, do not extinguish the CLIENT's liability, in respect of due payment for the caused damages that aren't of a collision result.
- 4.4. From the CDW, LDW (CDW and TW) and SUPERCDW coverages are specifically excluded the following damages:
  - a) Resulting from the vehicle circulation in areas not recognized as available to it (examples: on the beach, the mountains or on roads unsuitable for the type of the rented vehicle);
  - b) Originated by the roads or routes poor conditions, resulting not from the Vehicle's crash, collision or overturning;
  - c) In the rims, tires and inner-tubes, resulting not from crash, collision or overturning of the Vehicle;
  - d) Caused directly by mud, tar and other materials used in construction and maintenance of traffic routes;
  - e) Resulting from the use of the vehicle for any type of racing activity or competitions;
  - f) Caused by overloading or carrying of objects that may jeopardize the Vehicle's stability;
  - g) Caused by objects carried in the Vehicle or during loading and unloading maneuvers;
  - h) Created intentionally by the CLIENT or by a person in his responsibility;
  - i) Caused intentionally or unintentionally by the occupants tossing any objects;
  - j) From the violation of traffic circulation rules foreseen in Código da Estrada (Portuguese Traffic Circulation Code);
  - k) On the windshield and other windows of the vehicle;
  - l) Consisting of profits loss or results arising to the CLIENT, as a result of Vehicle use deprivation, replacement costs or depreciation.
- 4.5. CLIENT may also request optionally the WDW coverages - coverage for glass damages (including crashes) and PAI - personal damages coverage.
- 4.6. In case of accident caused by speeding, driving under the influence of alcohol or narcotics, or by user's negligence, the CDW and SUPERCDW insurances are automatically void, and the CLIENT is liable for all repair costs for towing the Vehicle to the station of origin and also by the corresponding compensation resulting from the crashed Vehicle stoppage time.
- 4.7. The rental period ends on the day established by the CLIENT. If CLIENT wishes to extend the rental period, he must travel to LUSO to make a contract amendment, at least 24 hours in advance, assisting LUSO the right not to accept the extension. In case of refusal of an extension by LUSO, the Vehicle must be delivered in the established date, otherwise being considered the circulation of the Vehicle against its owner's wishes, thus being this act punishable by criminal and civil law.

**5. In case of accident**

CLIENT agrees to defend LUSO's interests and the corresponding insurance company in the course of this rental contract, as follows:

- a) Expressly commits itself to communicate to LUSO any accident, theft, fire, even if partially made, within 12 (twelve) hours from the time Client becomes aware of the fact. CLIENT accepts, simultaneously, to communicate to the police any occurrence in which injuries take place, robbery or theft cases as well as those cases in which the culpability of a third party should be clarified;
- b) CLIENT accepts to mention in the communication, when possible, the circumstances in which the accident occurred, the date and time it occurred, and the name and address of any witnesses, the name and address of the owner and driver of the third vehicle involved and its license plate, car brand, insurance company and insurance policy number, thus CLIENT is obliged to meet in full the DAAA – Declaração Amigável de Acidente Automóvel;
- c) Accepts to collaborate with LUSO with their insurers and other entities involved in any investigation or lawsuit or subsequent extrajudicial mechanism;
- d) Client accepts not to declare himself guilty or liable on the occurrence of an accident, in any circumstances, unless point out by LUSO;
- e) CLIENT agrees not to leave the Vehicle without taking the appropriate security and zeal measures as a way to prevent damages.

**6. Maintenance, Fuel, Oils and Repair**

- 6.1. The keeping costs of the Vehicle considered as normal, including lamps, fuses, oil replacement etc. are included in the price supported by the CLIENT, if duly justified with receipts issued on behalf of LUSO - AUTOMÓVEIS DE ALUGUER, LDA. (Taxpayer number 501820698) and they don't exceed the maximum sum of € 5,00 (five euros). The expenses in excess of that amount will only be reimbursed when they have been previously authorized by LUSO.
- 6.2. The Vehicle's mechanical repairs resulting from normal usage are supported by LUSO. In cases where the Vehicle stays immobilized, the corresponding repairs may only be done with the express writing authorization issued by LUSO.

- 6.3. Those repairs must be included in detailed invoices, with clear and explicit designation of the replaced Vehicle parts.
- 6.4. The required amount of fuel required to operate the Vehicle is sustained by the CLIENT, which explicitly undertakes checking, on a regular basis, the water and oil level, as well as the gearbox oil level, to ensure the proper functioning of the Vehicle.
- 6.5. If the refueling of the vehicle is not the suitable one, the costs associated with replacing the fuel installation and corresponding procedures necessary for full tank recovery, engine tuning and other losses shall be charged to the CLIENT.

**7. Rental validity**

- 7.1. Any breach or failure of the terms of this Contract will enable LUSO to terminate same Contract unilaterally, and consequential recovering control of the Vehicle without prior notice, regardless of the compensation to which, according to law and Contract, the CLIENT may be obliged to fulfill.
- 7.2. Any unauthorized changes to the terms of this Contract, and which have not been agreed in writing, shall be considered automatically as unwritten and therefore null and void.
- 7.3. CLIENT may go to any of LUSO's stations in order to make any amendment to this Contract.

**8. Personal Data and Documents processing**

- 8.1. LUSO complies scrupulously with the existing rules concerning privacy and personal data protection made available by the CLIENT, which are granted solely for the purpose of implementing this Contract, considering the omission or inaccuracy of the provided data by the CLIENT of his exclusive liability.
- 8.2. The personal data transferred to LUSO is confidential and will be processed by computer. CLIENT authorizes and consents the computer treatment of the data for LUSO's exclusive use within the company's clients data base, as a way to use by itself and / or companies that are part of LUSO's group, as long as in adequacy with the information, and / or providing products or services, and also authorizes its use by LUSO's trading partners, for the purpose of statistical analysis, and marketing related to business and credit control.
- 8.3. CLIENT will have access to information concerning him and may, at any time, request any corrections, updates, rectifications and deletions to his personal data with LUSO, which is responsible for the data treatment.
- 8.4. CLIENT expressly authorizes LUSO to create copies of all documents submitted by CLIENT himself or extra driver(s) necessary for the preparation of this Contract, namely, Identity / Citizen Card or Passport Card, Tax payer card, Proof of address and any others deemed necessary.
- 8.5. The customer's personal information may be transmitted to third parties for compliance with legal or contractual obligations, namely, regarding to the credit recoveries in cases of the breach of this Contract taken by the CLIENT, as well to authorities who demand the identification of the driver in de period of the contract.

**9. Cancellation of Reservation**

In case of cancellation with up to 48 hours before the date of withdrawal of the vehicle, it shall be refunded 50% of the amount paid. After 48 hours there will be no return of the amount paid.

**10. Lost or damaged**

LUSO is not liable before the CLIENT or any third party for losses or damages to personal property transported or left in the Vehicle during or after the term of this Contract.

**11. Governing Law and Jurisdiction**

This document is made in accordance and regulated with the internal law of the Portuguese Republic, being established heron the district court of law of Cascais to settle any possible dispute or litigation arising from this Contract, with express renunciation of both parties to any other district court.