

#### RENTAL AGREEMENT

#### **GENERAL CONDITIONS**

Sucesso Alternativo, Unipessoal Lda. With NIPC 514788 453 and its registered office at Rua João Luís Moura, no. 60 - Espaço Start Up, 2530-157 Lourinhã (hereinafter "Lessor") leases the customer (hereinafter referred to as "Lessee") (hereinafter referred to as "the Vehicle") in the terms and conditions set forth below, which the Lessee becomes aware of, agrees to and, with its signature is bound to observe and respect.

## Clause 1st - Use of the Vehicle

- 1. The Lessor undertakes that the Vehicle be driven only by itself or by person (s) that is Authorized Driver (s), that is, that is identified and accepted (s) by the Lessor in the Contract or in an attached document, and must be over 21 years of age and hold a Class B driving license (light vehicles) or international charter if they are not EU citizens. all the conditions of the Contract are applied.
- a) The Lessee shall note and communicate to the Lessor the names and addresses of all drivers to whom the Vehicle transfers, even if it does so temporarily. The Lessee is responsible for the behavior of the driver as well as for his own behavior.
- 2. The Lessee is also obliged not to use the Vehicle or not to allow it to be used:
- a) For the transportation of passengers or goods, in violation of the law or the Single Automobile Document;
- b) For sporting events, official or not;
- c) Outside Portuguese territory, except prior written permission of Lessor;
- d) To carry out public transportation of passengers or goods or other, in exchange for any compensation or remuneration;
- e) To push or pull any vehicle or trailer;
- (f) a person holding a driving license for less than two years.
- g) by persons under the influence of alcohol, narcotics or any other substance that directly or indirectly reduces their ability to react;



- 3. The Lessee undertakes to take care of the Vehicle, ensuring in particular that:
- a) The Vehicle is properly closed and locked when not in use;
- b) The coolant and oil levels are checked and compliant;
- c) The fuel used is adequate, and in case of introduction of fuel other than that used in the Vehicle, the Lessee is responsible for the costs of full fuel replacement, dismantling and washing the tank, engine tuning and other damages caused to the vehicle. Vehicle, as well as the trailer necessary for the displacement of the Vehicle.
- 4. It is expressly forbidden to the Lessee:
- a) Sell, sublet, mortgage or in any way, give warranty to the Vehicle, the documents, its tools or this Agreement, or to make use thereof in a way that harms the Lessor;
- b) To make any modifications and / or changes in the Vehicle;
- c) Proceed with the installation of accessories, advertising or commercial terms, without the prior written consent of the Company.
- 5. The Vehicle is equipped with an electronic toll device (Via Verde) that allows the determination of the value of the toll rates, obliging the Lessee to ensure its correct operation and conservation and accepting that the Lessor carries out the charge corresponding to the values tolls and parking fees, as well as to the value of the device in case of disappearance or damage.
- 6. The Vehicle may be equipped with a geolocation device (GPS), used in case of breach of contract and / or border crossing, and, to control consumption of the Vehicle, obliging the Lessee to ensure its correct operation and conserving and accepting that the Lessor will proceed to the debit corresponding to the value of the same in case of disappearance or damage.



#### CLAUSE 6 - INSURANCE AND OTHER COMPLEMENTARY SERVICES - DAMAGES

- 1. The Vehicle has compulsory insurance against civil liability, under the terms of the applicable legislation and in force, with a minimum security deposit of  $\leqslant$  1500.00 (one thousand and five hundred euros).
- A) IF THIS IS THE OPTION CHOSEN BY THE LESSEE, THIS MAY SUBSCRIBE AS A SERVICE TO COMPLETE, THE COVERAGE FOR GLASSES AND / OR ADDITIONAL DRIVER, ACCORDING TO THE TABLE OF THE RENTAL COMPANY.
- 2. In addition to the insurance referred to in the previous number, considered as Option 1, the Lessee may contract the following options:
- a) Option 2 Balanced: Through the addition of  $\in$  12.00 (twelve euros) in the daily rental rate, gives the Lessee the possibility of reducing the security deposit to  $\in$  900.00 (nine hundred euros), allowing it to circulate outside of the Portuguese territory.
- B) OPTION 3 VIP: THROUGH THE ADDITION OF € 20.00 (TWENTY EUROS) IN THE DAILY RENTAL RATE, IT GIVES THE LESSEE THE POSSIBILITY OF REDUCING THE DEDUCTIBLE TO € 500.00 (FIVE HUNDRED EUROS), INCLUDING AN EXTRA TIRE COVERAGE, GLASSES, OCCUPANT INSURANCE AND THE INCLUSION OF ONE MORE DRIVER, ALSO ALLOWING HIM TO TRAVEL OUTSIDE PORTUGAL.
- 3. In case of accident, theft, theft or loss, total or partial of the Vehicle, the Lessee undertakes to:
- A) TO REQUEST THE PRESENCE OF THE POLICE AUTHORITIES AT THE SCENE OF THE ACCIDENT TO PREPARE THE RECORD OF THE ACCIDENT;
- B) PARTICIPATE IN THE EVENT THAT OCCURRED TO THE RENTAL COMPANY, THROUGH THE TELEPHONE NUMBER IN THIS AGREEMENT, AND TO THE POLICE AUTHORITIES, WITHIN A MAXIMUM OF 24 HOURS;
- C) OBTAIN THE NAMES, ADDRESSES, DATA OF THE DRIVING LICENSE (S), NAME OF THE INSURANCE COMPANY AND THE POLICY NUMBER OF THE PERSONS INVOLVED, AS WELL AS THE DATA OF ANY WITNESSES; AND ALSO THE DRAFT OF THE ACCIDENT, EVEN THROUGH THE "FRIENDLY ACCIDENT STATEMENT";
- D) NOT ABANDONING THE VEHICLE, WITHOUT FIRST TAKING THE APPROPRIATE MEASURES TO PROTECT AND SAFEGUARD IT;
- E) DO NOT DECLARE, IN ANY CASE, RESPONSIBLE FOR THE ACCIDENT WITH THIRD PARTIES;



- F) IN CASE OF THEFT OR THEFT OF THE VEHICLE, REPORT THE INCIDENT TO THE POLICE IMMEDIATELY;
- G) PROCEED, WITHIN 24 HOURS, TO SEND OR DELIVER TO THE LESSOR A DETAILED REPORT OF THE ACCIDENT, THEFT OR ROBBERY, DULY ACCOMPANIED BY THE ACCIDENT / PARTICIPATION DOCUMENT, DRAWN UP BY THE POLICE AUTHORITIES, TOGETHER WITH THE KEYS OF THE VEHICLE, UNDER PENALTY OF COVER HAVE NO EFFECT.
- 4. They are not covered by any of the insurance options, being the exclusive responsibility of the Lessee, granting the Lessor the right to compensation, the following situations:
- A) DAMAGE TO MIRRORS, MIRRORS, THE LOWER AND UPPER PART OF THE VEHICLE'S BODY (ABOVE THE WINDSCREEN), NOT CAUSED BY A COLLISION WITH A THIRD PARTY;
- B) DAMAGE CAUSED BY ANIMALS, INSIDE AND / OR OUTSIDE THE VEHICLE;
- C) THEFT AND LOSS OF MOVABLE EQUIPMENT AND SUBSCRIBED EXTRAS, FROM THE INTERIOR OR EXTERIOR OF THE VEHICLE, SUCH AS CROCKERY, CUTLERY, BED LINEN, TOWELS, MATTRESSES, GPS, BICYCLE CARRIERS, SURFBOARDS, TELEVISION, SURFING, LUGGAGE, BICYCLES, TOILET CHEMICAL KIT, CLEANING KIT, GAS CYLINDERS, TIRE REPLACEMENT EQUIPMENT, FIRST AID KIT, ELECTRIC EXTENSIONS, FIRE EXTINGUISHERS, ETC.
- D) DAMAGE CAUSED BY TRAFFIC ON UNPAVED ROADS, WITH ICE OR SNOW WITHOUT CHAINS OR MIXED TIRES.
- E) DAMAGES CAUSED BY THE BAD OR RECKLESS USE OF THE VEHICLE;
- F) DAMAGE CAUSED IN AN ACCIDENT DUE TO SPEEDING, FAILURE TO COMPLY WITH THE TRAFFIC RULES IN FORCE AT THE PLACE OF THE ACCIDENT, DRIVING UNDER THE INFLUENCE OF ALCOHOL, NARCOTIC DRUGS OR IMPAIRING DRIVING ABILITY;
- G) DAMAGE CAUSED BY THE DRIVING OF THE VEHICLE BY A DRIVER WHO HAS NOT HAD A VALID LICENSE FOR MORE THAN TWO YEARS AND IS NOT IDENTIFIED IN THE PARTICULAR CONDITIONS.
- 5. The Lessee acknowledges that the Lessor is not liable for any loss, theft, theft or damage of any nature, relating to objects and / or utensils inside the Vehicle, such as luggage and personal contrary.



- 6. Contracted insurance, regardless of the mode subscribed or accepted, is only valid for the duration of the rental of the Vehicle, except in cases of extension of the Contract, declining, from now on the Lessee, any liability occurred beyond the referred to above.
- 7. In case the drivers of the Vehicle are aged less than 21 years and over 65 years, there is an increase in the value of the Security provided for in Clause 4, of 50% to the value stipulated in paragraph 2 of this Clause. franchise exceeds € 2,000.00 (two thousand euros) in relation to any insurance option.

### Clause 7 - Maintenance and Repair

- 1. The regular maintenance of mechanics resulting from the normal use of the Vehicle is LESSOR`s responsability. In the event that the Vehicle presents a mechanical problem, the LESSEE must immediately immobilize the Vehicle and contact the Lessor, only being able to make repairs with the prior written consent of the Vehicle and in accordance with its instructions, assuming the Rental Company expenses Repair.
- a) If there is no possibility of repairing the Vehicle at the place of immobilization, the Lessor will arrange for the sending of a Tow Vehicle to drive the Vehicle to the rental center;
- b) The expenses with the Towing Vehicle are the responsibility of the LESSEE, if it proves that the damage is due to bad or reckless use of the Vehicle.
- 2. The Lessor hereby authorizes the Lessee to make minor repairs (including replacement of lamps and fuses, and replacement of oil) up to a maximum of € 150.00 (fifty euros), which are reimbursed with the presentation of a detailed invoice , in the name of the Lessor, with taxpayer number 514 788 453 and with indication of the replaced parts

### <u>Clause 8 - Administrative Expenses - Administrative Disputes</u>

In the event that the Lessor is notified, as a consequence of a breach or unlawful conduct practiced by the Lessee, only to identify the Lessee, the latter undertakes to pay, as administrative expenses, the amount of  $\leqslant$  30.00 (thirty euros ) for the information provided to those entities.



# <u>Clause 9 - Personal Information</u>

- 1. The LESSEE must provide at the beginning of the Contract his personal data and those of the driver (s) of the Vehicle, for the purpose of their identification, expressly authorizing the Rental Company to process them.
- 2. The Lessor is the entity responsible for the computer processing of the personal data provided under the Contract.
- 3. Under the Personal Data Protection Law (Law no. 67/98, of October 28, as amended by Law 103/2015, of August 24), issuers, and / or named users, access to their personal data for the purpose, in particular, of their rectification, updating or alteration.
- 4. The LESSOR guarantees the confidentiality of the data provided regarding the credit card submitted by the Renter.

# Clause 10 - Applicable Law - Agreed Address and Forum

- 1. The Agreement is made in accordance with the laws of the country in which it is signed, and is governed by them, conferring the parties to the signed handwritten signature, digitally or by any biometric, digital or electronic means, probative force identical to that of a document written.
- 2. Any and all changes to the terms and conditions of the Agreement which have not been agreed in writing are void and have no effect.
- 3. All notifications to be made under the Contract shall be sent to the addresses included therein, which the Parties recognize as their agreed domicile, for all legal purposes, obliging themselves to notify the other Party of any change.
- . Unless otherwise provided by law, the parties agree to establish the forum of the Northern District of Lisbon to resolve any conflicts arising from the Agreement, with the express exclusion of any other.



5. The Lessee acknowledges that all the clauses contained in this Agreement have been timely and expressly communicated and explained to him and that he has been aware of them, and hereby signs this Agreement.

Lourinhã, 2018

The LESSOR:

The LESSEE: