

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

These General Terms and Conditions of Subscription (hereinafter “Terms and Conditions”) shall govern the legal rental relationship between the Participant who agrees to participate in Subscription (as defined below) and the Service Provider (hereinafter “SIXT”), collectively referred to as the “Parties”.

By becoming a Participant, you agree to be bound by these Terms and Conditions.

1. Definitions

- 1.1. **SIXT or Service Provider** – UAB Transporent (reg. no 110894076), legal address Konstitucijos pr. 18, LT-09308 Vilnius.
- 1.2. **Participant** – legal or natural person, which has entered into the Subscription Agreement with SIXT.
- 1.3. **Driver** – Participant or a person appointed by the Participant who drives the rented vehicle.
- 1.4. **Parties** – SIXT and Participant together (or each individually referred to as a “Party”).
- 1.5. **Subscription** – the vehicle rental program SIXT+ offered by SIXT.
- 1.6. **Mobile Application** - Subscription application for smartphones, tablets and other mobile devices designed to become a Subscription participant, enter into a Subscription Agreement, make payments, purchases and other transactions, to unlock or lock the Vehicle.
- 1.7. **Website** – the website of SIXT: www.sixtplus.lt, which contains information about Subscription program, Vehicles and other information related to Vehicles and their rental.
- 1.8. **Subscription Agreement** – the agreement between SIXT and Participant on Vehicle Subscription which may be concluded and signed electronically or in Mobile Application.
- 1.9. **Agreement Fee** – the commission fee for concluding the Subscription Agreement.
- 1.10. **Monthly Fee** – the fee payable by the Participant to SIXT on a monthly basis, the amount of which is specified in Subscription Agreement.
- 1.11. **Subscription Period** – the rental period during which the Participant is entitled to use the Vehicle by paying the Monthly Fee.
- 1.12. **Vehicle** – any land Vehicle defined in Mobile Application or Website, which is given to the Participant for rent in accordance with the Subscription Agreement. The Vehicle complies with the requirements of the regulatory enactments of Latvia, Lithuania or Estonia for vehicles that are sold on the market or intended for use in the relevant territory.
- 1.13. **Vehicle Telemetry System** – a **telemetry** system installed on the Vehicle that (i) tracks the location, mileage, route, coordinates, virtual driving speed, battery voltage and other parameters of the Vehicle specified in the Subscription Agreement and transmits the data to SIXT, and (ii) allows to disable the unlocking and/or starting of the engine of the Vehicle.
- 1.14. **Services** – the services provided by SIXT in conjunction with the rental of the Vehicle as listed in Subscription Agreement, Mobile Application or Website.
- 1.15. **CMTPLI** – compulsory motor third party liability insurance, according to the legislation of the country of registration of the Vehicle.
- 1.16. **Liability** – the maximum amount of damages payable by the Participant under the terms of the Subscription Agreement for each case of any loss, theft or disappearance of or any damage to the Vehicle or any of its parts, accessories or additional equipment.

- 1.17. **Normal Wear and Tear** – the wear and tear of Vehicle parts exposed to natural wear and tear, and which have lost their operation capacity.
- 1.18. **Determined Mileage** – mileage in kilometres defined in Subscription Agreement, which is allowed for the Participant to drive during the Subscription Period.
- 1.19. **Optional Products** – the services and products that can be added to Subscription during Subscription Period by Participant's choice. Additional charges may apply.
- 1.20. **Pricelist** – the pricelist for Optional Products and other fees that are not described in the Terms and Conditions. The Pricelist is available on the Website: www.sixtplus.lt/price.
- 1.21. **Agreement Territory** – the Participant shall be entitled to use the Vehicle and receive the Services exclusively in the territory of Latvia, Lithuania, Estonia, unless the Subscription Agreement states otherwise.
- 1.22. **Additional Driver** – a person specified in the Subscription Agreement who is allowed to drive the Vehicle and who holds a valid driver's licence of the Republic of Lithuania.

2. Subscription Summary

- 2.1. Subscription SIXT+ is a vehicle rental program offered by SIXT, as more thoroughly explained herein in these Terms and Conditions. Subscription allows a Participant to rent vehicles during the applicable Subscription period and enjoy benefits included below.

3. Participant Eligibility Requirements

- 3.1. In order to become a Participant:
- 3.1.1. a **natural person** must, at a minimum, meet the following requirements:
 - 3.1.1.1. Be a citizen of Republic of Lithuania and hold a passport or an ID card;
 - 3.1.1.2. Be at least eighteen (18) years old, unless otherwise required by law and/or SIXT;
 - 3.1.1.3. Have the right to drive vehicles of the relevant category valid for one (1) year and a driver's licence confirming this right, issued in the name of the Participant in the Republic of Lithuania, bearing the Participant's photo. The driver's licence must not be suspended, confiscated, revoked, or expired;
 - 3.1.1.4. Have a bank account or a valid credit or debit payment card issued by a bank in the name of the Participant (a non-pre-paid debit card) and use it to pay any fees payable under this Subscription Agreement;
 - 3.1.1.5. Not to be included or associated to persons included in international and national sanctions lists;
 - 3.1.2. a **legal person** must, at a minimum, meet the following requirements:
 - 3.1.2.1. Be registered in the Register of Legal Entities of the Republic of Lithuania;
 - 3.1.2.2. The legal person and its members must not be included or associated to persons included in international and national sanctions lists.
- 3.2. The Participant undertakes to provide SIXT with true, current and accurate information, including, but not limited to, Participant's name, telephone number, email address, driver's license, the actual address of the natural person's place of residence or the legal entity's registered office, ID card or passport and the details of the credit payment card or bank account. The Participant shall immediately (but not later than within 24 hours) notify SIXT if the Participant has changed his/her

e-mail, phone number, billing data (bank account, credit card etc.) or other personal data that may affect the performance of the Subscription Agreement.

- 3.3. The Participant further hereby warrants that driver's licenses of the Participant and Additional Driver will be valid for the Subscription Period. The Participant shall immediately (but not later than within 24 hours) notify SIXT if the Participant or Additional Driver does not possess a valid driver's license.
- 3.4. If at any time during the Subscription Period the Participant no longer meets the minimum requirements stated in Section 3.1, SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section 14.1. and to claim compensation for losses incurred by SIXT as a result of the termination of the Subscription Agreement in accordance with Section 15.

4. Participant Application

- 4.1. In order to become a Participant, an individual must apply via the Mobile Application or application available at Website (the "Application").
- 4.2. SIXT reserves the right to request further information to verify applicant's eligibility.
- 4.3. After the submission of the Application SIXT, through the respective service providers, verifies the similarity (conformity) of the Participant's face to the photos in the uploaded documents, as well as verifies the validity of the document certifying the right to drive a vehicle. SIXT has a right to check the validity of driver's license during all Subscription Period.
- 4.4. Participant must read and accept these Terms and Conditions at the conclusion of the Application process by clicking the applicable checkbox.
- 4.5. THE APPLICATION MAY BE REJECTED IF THE CREDIT RATING OF THE APPLICANT IS FOUND TO BE INAPPROPRIATE FOR PARTICIPATION IN THE SUBSCRIPTION PROGRAM, OR IF THE CONDUCT OF THE APPLICANT IS FOUND TO BE CONTRARY TO LEGAL OR MORAL STANDARDS.

5. Evaluation of Applications by SIXT

- 5.1. SIXT reserves the right to reject an Application after reviewing an Application for eligibility. Following the submission of the Application by the Participant, SIXT shall perform a background check and credit check and assess a potential financial eligibility of the Participant to participate in the Subscription (SIXT+ program).
- 5.2. SIXT may obtain information from third parties concerning a potential Participant to evaluate an applicant's eligibility for the Subscription Agreement. As referenced in the preceding paragraph, SIXT will conduct due diligence including, but not limited to, an identity and credit check. For the purposes of carrying out said due diligence SIXT may pass Participant's personal data to third party agencies such as UAB Creditinfo Lietuva (reg. no. 111689163), Veriff OU (Estonia, reg. no. 12932944), Lithuanian Transport Safety Administration (reg. no. 188647255).
- 5.3. The information collected about the applicant shall not be passed on to third parties.
- 5.4. SIXT will use its best efforts to evaluate an Application within one (1) working day of submission.

6. Rejection of the Application by SIXT

- 6.1. SIXT reserves the right, in its sole discretion, to deny an Application based on a potential Participant's creditworthiness, reputation requirements or financial conditions. If after reviewing an Application

SIXT determines a potential Participant is not eligible to participate in the Subscription, SIXT shall notify the applicant at the end of the Application review process. SIXT shall inform the applicant of the rejection of the Application and the reason for the refusal to approve the Application by e-mail. No fees will be charged to the potential Participant.

7. Acceptance of the Application by SIXT

- 7.1. If SIXT accepts a potential Participant's Application, the Subscription Agreement shall be signed. SIXT at this point will also charge the Participant the Agreement Fee and Monthly Fee for the first month of the Subscription Period. The offer for a specific Vehicle is valid for as long as it is on offer.
- 7.2. The Subscription Agreement enters into force and the Subscription Period shall begin on the date on which the Participant signs the Subscription Agreement. If the Participant chooses to wait longer, picks up or accepts delivery of the Vehicle at a later time, the Subscription Period will still begin on the date on which the Participant signs the Subscription Agreement.
- 7.3. SIXT accepts the Application on the condition and subject to the Participant's compliance with all these Terms and Conditions, timely payment of fees owed under these Terms and Conditions, and the Participant's compliance with the Subscription Agreement.

8. Start of Subscription

- 8.1. In order to be granted the right to use the Rental Vehicle, the Participant must sign the Subscription Agreement, agree to these Terms and Conditions of Subscription and pay the Agreement Fee and first month's Monthly Fee.
- 8.2. The Vehicle chosen by the Participant will be available for pick up on date, time and place indicated by SIXT in the Subscription Agreement.
- 8.3. By unlocking the Car (whether via the Mobile Application or physically using the key), the Participant accepts all liability in connection with the Subscription Agreement. Upon acceptance of the Vehicle, the Participant must check the technical condition of the Vehicle and the equipment and the conformity of the documents. Subsequent claims regarding the non-conformity of the Vehicle with the Subscription Agreement, the non-conformity of its equipment level and/or the existence of defects shall not be taken into account, unless the Participant submits to SIXT a written claim and supporting evidence.
- 8.4. Upon receipt of the Vehicle by the Participant, the Participant shall assume the liability as a holder of a high-risk source and shall be responsible for the Vehicle during the entire Subscription Period, until the Vehicle is returned to SIXT. The Participant as a holder of a high-risk source shall undertake the sole responsibility for the transportation of passengers, any cargo, and/or goods during the Subscription Period of the Vehicle and all possible consequences that may arise in connection with the carriage of any cargo and / or goods, which are not the fault of SIXT.
- 8.5. The Participant does not have the right to sublease the Vehicle to third parties or use Vehicle for commercial passenger transportation. If the Participant violates this provision, SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section 14.1. and to claim compensation for losses incurred by SIXT as a result of the termination of the Subscription Agreement in accordance with Section 15.

9. Terms and Condition for SIXT+

9.1. Use of a Vehicle and Territory

- 9.1.1. The Participant shall undertake to use the Vehicle in a responsible, sustainable and careful manner for the intended purpose by observing requirements for correct operation, maintenance, and service of the Vehicle. The Participant shall also be obliged to observe the instructions in the equipment manual provided in the Vehicle, road traffic and safety regulations, (e.g. seat belt usage, speed limits).
- 9.1.2. Only the individuals who are indicated in the Subscription Agreement as the Participant / the Driver or Additional Driver and who have a valid Lithuanian driver's license shall be entitled to use the Vehicle. The Participant shall be fully responsible for its authorized Additional driver in accordance with the terms and conditions of Subscription Agreement. The driver's licence must be valid for the entire period of use of the Vehicle.
- 9.1.3. SIXT shall be entitled to set limitations and/or additional charges regarding the minimum driver's age and possession of a driver's license by specifying such in the Subscription Agreement or these Terms and Conditions.
- 9.1.4. The Participant shall receive the Vehicle with at least the minimum fuel level specified by the manufacturer, or, for electric cars, with a battery charge level of not less than 20%. The exact fuel or battery charge level is specified in the Subscription Agreement.
- 9.1.5. The Participant shall be entitled to use the Vehicle exclusively in the Agreement territory. Vehicle use outside the Agreement territory shall be strictly forbidden.
- 9.1.6. If the Vehicle is used outside Agreement territory, SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section 14.1. and to claim compensation for all losses incurred by SIXT in accordance with Section 15.
- 9.1.7. The terms and conditions of the Subscription Agreement regarding liability of Participant, insurance, roadside assistance, damage prevention, and/or replacement vehicle shall not apply if the Vehicle is used outside the territories specified in Special Section 4.7 of the Subscription Agreement.
- 9.1.8. The Participant is responsible for all the violations, including fines for speeding, parking in unauthorized areas, parking without prior payment, aggressive driving, etc., conducted when using the Vehicle.
- 9.1.9. SMOKING IS FORBIDDEN in all SIXT vehicles. In case of violation of this requirement, the Participant shall compensate SIXT for all losses incurred due to the removal of odours.

9.2. Liability and Actions in the Event of Damage, Loss or Accident to the Vehicle

- 9.2.1. The Participant is responsible for the value of the Vehicle on the date of the incident, unless the Subscription Agreement specifies the Participant's liability in the event of an accident or theft.
- 9.2.2. The Participant's Liability according to the Subscription Agreement shall not be applicable and the Participant shall undertake full liability if the Participant:
 - 9.2.2.1. Has breached these terms and conditions of the Subscription Agreement, such as, but not limited to, using Vehicle outside Agreement territory, driving without valid driver's license, sub-renting or allowing to use the Vehicle to any third party;

- 9.2.2.2. Grossly violated the road traffic regulations of the country where the accident occurred (including, but not limited to driving under the influence of alcohol or other intoxicating substances, actions taken after the traffic accident and etc.);
- 9.2.2.3. Has not returned the Vehicle keys, alarm remote (if any), and/or the vehicle registration certificate to SIXT in the case of theft, and/or the Participant has failed to take the necessary security measures (by failing to lock the doors, activate the alarm, etc.) at the moment of theft;
- 9.2.2.4. Has failed to properly report the accident to the police and is unable to provide proof of registration of the accident;
- 9.2.2.5. Has failed to give proper notice in the cases provided for in Section 9.2.5 of the SIXT Terms and Conditions;
- 9.2.2.6. has damaged the interior of the Vehicle (interior, boot, engine compartment, engine, gearbox, clutch and/or other vehicle systems with its important components).
- 9.2.3. If the Participant violates the provisions of Section 9.2.2., SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section 14.1. and to claim compensation for losses incurred by SIXT in accordance with Section 15.
- 9.2.4. Immediately after a traffic accident or any other accident involving the Vehicle, the Participant must:
 - 9.2.4.1. take all the necessary measures to rescue individuals involved in the accident and prevent or reduce further damage, as well as to retain the Vehicle and damaged property in such state as prior to the accident as much as possible;
 - 9.2.4.2. report to the police and act in accordance with the road traffic regulations and other legislative measures of the respective country.
- 9.2.5. The Participant shall immediately (but not later than within 12 hours) notify SIXT if:
 - 9.2.5.1. the Vehicle has been partially or completely damaged lost or stolen;
 - 9.2.5.2. the Participant has come into possession of information concerning potential threats to the Vehicle;
 - 9.2.5.3. the keys of the Vehicle, alarm remotes, and/or documentation has been lost or stolen.
- 9.2.6. The Participant shall be liable for each separate incident relating to the Vehicle.

9.3. Mileage

- 9.3.1. During the Subscription period specified in the Subscription Agreement the Participant is allowed to use the Vehicle not exceeding the Determined Mileage. If the Participant has exceeded the Determined Mileage during the Subscription Period of the Vehicle, the Participant is obliged to pay SIXT the payment for extra mileage in the amount determined in the Pricelist (the fee is calculated for each additional kilometre). The Pricelist is available on Website www.sixtplus.it/price.
- 9.3.2. If the Subscription Agreement is terminated before the end of the Subscription Period, the Determined Mileage is determined proportionally, i.e. mileage corresponds to the total Determined Mileage divided by the initial number of months of Subscription Period.

9.4. SIXT+ included services

9.4.1. SIXT+ subscription includes following Services:

9.4.1.1. **Maintenance** – maintenance determined by the manufacturing company, performed at intervals prescribed by the manufacturer and in accordance with the approved maintenance schedule.

9.4.1.2. **Normal wear & tear** – repair works, which include examinations, replacement of friction parts (brake pads, brake disks, window wipers, belts, bearings etc.), batteries, lamps and etc. in the result of their normal wear. Repair and replacement of brakes, fuel, cooling, electro and exhaust systems, engine, gear box, transmission, suspender, chassis, steering and etc. and parts in case of their normal wear and tear. Replenishment of technological liquids (except for window cleaning liquid and AdBlue, if those are not filled during maintenance or repair).

9.4.1.3. **Tires and tire service** – seasonal change of tires and balancing two times a year before beginning of the winter and summer seasons, as established by the Traffic Safety Regulations. The Participant is also provided with a service of tire storage during the off seasons.

9.4.1.4. **Technical inspection** – SIXT shall organize and make payment for state technical inspection of the Vehicle according to the regulations, if necessary – repeated technical inspection and reminding of technical inspection term.

9.4.1.5. **Replacement vehicle** – If the Participant cannot use the Vehicle at the time of its technical maintenance and/or repairs for more than 1 (one) working day, the Participant has the right to receive the replacement vehicle. The replacement vehicle will be available for pick-up / drop off in nearest rental branch of SIXT within territory of Lithuania. A separate replacement vehicle rental agreement shall be signed. By providing a replacement vehicle, SIXT shall ensure that the conditions are as similar as possible and that the vehicle is of a similar, but not higher than compact class.

9.4.1.6. **Roadside assistance** – 24-hour road assistance is provided to the Participant, if the Vehicle cannot continue running due to an objective technical reason.

9.4.1.7. **Helpline** – the Participant can reach customer service 24/7 in any urgent case, for example, to report an accident of the Vehicle, to request roadside assistance, etc. The Participant may contact the Customer Service on working days from 8.00 a.m. to 5.00 p.m. to schedule and submit a request for maintenance, repairs, tire change, technical inspection of the Vehicle and receive any information.

9.4.1.8. **CMTPLI** – provided in accordance with the legislation of the country of its registration. Liability of the Participant in the case of traffic accident shall be determined in accordance with the laws of the country where the accident has occurred.

9.4.2. The Participant shall be allowed to use the Vehicle only in the Agreement Territory of Lithuania, Latvia and Estonia, but all maintenance, repair, inspection, tyre maintenance and other works on the Vehicle shall be carried out only in the main workshops of the service partners which are located in the Republic of Lithuania.

9.4.3. The Participant shall pay according to the actual content of the works and used parts for all extraordinary repairs. SIXT shall not pay the maintenance and repair costs of the

Participant, which have not been ordered, approved, or performed in accordance with the Terms and Conditions or the Subscription Agreement, including, but not limited to, delayed warranty repairs.

9.4.4. The provision of services to the Participant shall be scheduled and paid for by SIXT, but the Participant shall deliver the Vehicle to the location specified by SIXT (e.g. to the specified workshop for technical inspection, etc.). If the Participant violates this provision, SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section 14.1. and to claim compensation for losses incurred by SIXT in accordance with Section 15. The Participant undertakes:

9.4.4.1. To carry out the maintenance, tire change, examination and repairs planned or advised by the Vehicle manufacturer and/or SIXT in a timely manner;

9.4.4.2. To timely apply for and perform warranty repairs within the warranty period of the Vehicle;

9.4.4.3. to inform SIXT within 10 (ten) working days of the actual performance of the work of all repairs and maintenance work on the Vehicle which have and have not been ordered by SIXT.

9.5. Return of the Vehicle

9.5.1. At the end of the Subscription Period or at the end of the Subscription Agreement in the case of the termination of the Subscription Agreement before the expiry, the Participant undertakes to return the Vehicle to SIXT not later than on the last day of the Subscription Term. If the Participant violates this provision, SIXT is entitled to claim compensation for losses incurred in accordance with Section 15.

9.5.2. SIXT must send to the Participant on the Mobile Application and/or to the Participant's email address the information about the Vehicle return address (where the Participant must park the returned Vehicle) and the time when the Vehicle will be inspected.

9.5.3. The Participant must return the Vehicle in the condition which is not worse than that when the Participant received the Vehicle, taking into account its normal wear and tear. When deciding on the normal wear and tear of the Vehicle, SIXT and Participant shall follow the SIXT+ damage catalogue guidelines on Website www.sixtplus.it/return (these guidelines are considered an integral part of the Subscription Agreement).

9.5.4. When returning the Vehicle to the address indicated by SIXT, the Participant must remove all personal belongings from the Vehicle in advance and check that the Vehicle documents and accessories are left in the Vehicle. The Participant shall return clean, odourless Vehicle with same level of fuel in tank or with the same battery charge level in the electric car as it has been handed over to the Participant.

9.5.5. The Participant must be present at the Vehicle inspection at the time specified by SIXT. The Participant must return the Vehicle ignition key to the SIXT representative during the Vehicle inspection. The Vehicle is returned to the SIXT by signing the Vehicle Return Checksheet. During the Vehicle inspection, a preliminary inspection is performed, during which the Parties shall record the exterior and interior condition of the Vehicle by taking photographs of the Vehicle and shall draw up the Return Checksheet. If Participant returns the Vehicle in the absence of the physical presence of SIXT representative, the Participant

shall be responsible for the vehicle until it is checked by the SIXT representative. SIXT shall be entitled to inspect the Vehicle no later than the next working day after the physical return of the Vehicle to the location specified by SIXT, ensuring that the Vehicle is not used prior to the inspection. The Participant shall also be responsible for any defects and/or damage to the Vehicle and/or equipment established by SIXT representative.

- 9.5.6. SIXT shall be entitled to request the Participant to cover all hidden defects or damage to the Vehicle and/or equipment which could not be detected during the visual inspection of the Vehicle within 48 hours after the Vehicle has been returned. In case SIXT discovers hidden defects or damages after vehicle has been accepted by SIXT, SIXT informs the Participant at earliest convenience and shall be entitled to request Participant to cover these hidden defects or damages.
- 9.5.7. The Participant undertakes to compensate for all costs incurred by the SIXT and related to the rectification of the defects of the returned Vehicle in excess of normal wear and tear. The defects of the Vehicle shall be indicated in the separate document and attached to the Vehicle Return Checksheet, based on the evaluation of the damage to the Vehicle ordered by SIXT, performed by an independent reputable assessor (e.g. authorized workshop). All costs of the inspection of the Vehicle and the costs of defects rectification shall be borne by the Participant, unless the repair service provider identifies a defect of the Vehicle considered as a normal wear and tear, the costs of repair of which shall be borne by SIXT.
- 9.5.8. SIXT has the right to acquire possession of the Vehicle by taking over the Vehicle, if the Participant does not transfer the Vehicle to SIXT in accordance with the Subscription Agreement, including uncontested possession of the Vehicle at any time regardless of the location (even if the Vehicle is located on the premises) in which the Vehicle is situated. SIXT shall also be entitled to take all steps necessary to recover the Vehicle from the relevant area or premises.
- 9.5.9. The Participant shall indemnify SIXT all costs associated with the proper recovery of a debt under Subscription Agreement, including litigation costs, costs of enforcement proceedings, property subject to recovery, and security, storage, transportation, evaluation, sale and insurance of Vehicles, etc.
- 9.5.10. If the Participant has exceeded the Determined Mileage during the Subscription Period of the Vehicle, the Participant is obliged to pay SIXT the payment for extra mileage of the Vehicle according to Section 9.3.

10. Optional Products

- 10.1. The Parties agree that SIXT shall have the right to provide optional products and additional services detailed on the Website. When SIXT starts providing these services, the Participant shall have the right to select on the Mobile Application and/or on the Website and order additional services related to the Subscription of the Vehicle (e.g. Additional Driver, etc.) and/or additional products (e.g. bicycle racks, baby seats) prior to the conclusion of the Subscription Agreement.
- 10.2. Optional products may be subject to additional charges as set out on the Website or Mobile Application.

11. Fees

11.1. Agreement Fee

Upon approval of the Participant's Application, SIXT will ask the Participant to pay a non-refundable Agreement Fee, which is intended to cover only the necessary administrative costs (labour and other costs incurred by SIXT prior to the conclusion of the Agreement, such as calls, correspondence, client time, demonstration of the Vehicle, costs of the *Veriff OU* system, costs of *Dokobit*). The applicable Agreement fee can be found on the Mobile Application or on the Website. The Agreement Fee has been communicated to the Participant and agreed by the Participant in his/her Application.

11.2. Monthly Fee

For each Subscription Period Participant will be charged a Monthly Fee. The amount of the Monthly Fee will depend on the car category selected by Participant in their Application. The first Monthly Fee will be charged before the Subscription Period.

11.3. Fee Change

Due to changes in market prices or changes in state tax rates or the introduction of new state taxes, SIXT has the right to change the Subscription price by notifying the Participant thirty calendar days in advance; and if the Participant does not agree to such a change, the Participant shall have the right to terminate the Subscription Agreement without penalty.

12. Settlement

12.1. Form of Payment

In all cases listed in Section 11 of the Terms and Conditions, unless otherwise provided by applicable law, the Participant shall be charged the total amounts due by the method of payment specified in the Application. The Participant may update their payment method by updating their payment information in the Mobile Application or by notifying SIXT in writing.

12.2. Initial Fees

As mentioned above, SIXT shall charge the Participant for the Agreement Fee and for the Monthly Fee for the first month of Subscription Period immediately upon accepting Participant's Application.

12.3. Monthly Fee

The invoice for following period Participant shall receive at least five (5) days before the start of the Subscription Period. The due date for payment of the Monthly Fee shall be the start date of each month of the Subscription Term.

12.4. Other Fees

The Participant will be charged other fees in accordance with the terms and conditions of each specific Subscription Agreement. SIXT shall charge the Participant for any other fees by invoicing the Participant after SIXT has received notice of such other fees. The Participant must pay any invoices issued by SIXT in respect of other charges within ten (10) days.

12.5. Failure to Make a Payment

12.5.1. If the Participant fails to pay the fees in accordance with Section 12, SIXT is entitled to immediately terminate Participant's Subscription Agreement in accordance with Section

- 14.1. and Participant must immediately return any SIXT vehicle in their possession to the location determined by SIXT.
- 12.5.2. If the Participant fails to make payment and/or to return SIXT vehicle, SIXT has the right to disable the unlocking and/or starting of the engine of the Vehicle immediately.
- 12.5.3. In case of delayed payment, the Participant shall pay to SIXT a penalty according to Section 15.2. and SIXT has the right to transfer the Participant's data to third parties for the purpose of debt collection.

13. Subscription Period and Renewal Terms

- 13.1. The Parties agree that the Vehicle shall be rented for a Subscription Period selected by the Participant and specified in the Subscription Agreement, and which shall start from the date of signing the Subscription Agreement. The Participant shall be informed that the date of signing the Subscription Agreement and the date of collection or delivery of the Vehicle may not coincide.
- 13.2. No extension of Subscription Period is possible. The Participant shall apply for new Subscription Agreement.

14. Termination

14.1. Termination by SIXT

SIXT may terminate the Subscription Agreement, in its sole discretion, in accordance with SIXT's rights under Sections 3.4, 8.5, 9.1.6, 9.2.3, 9.4.4, 9.5.1, 12.5.1 and 17.5 of SIXT's Terms and Conditions, immediately in the event of a breach of these Terms and Conditions by the Participant.

14.2. Termination by the Participant

The period of the Subscription Agreement is calculated in months. The Participant pays for their Subscription month at the beginning of the Subscription month. If the Participant wishes to terminate the Subscription Agreement before its expiry date, the Participant must notify SIXT no later than 1 (one) working day in advance via the Mobile Application or by e-mail to plus@sixt.it. The consequences of terminating the Subscription Agreement depend on the type of Subscription Agreement.

14.2.1. OPEN Subscription Agreement - Participant may terminate the Subscription Agreement any time, prior to the expiration of the Subscription Period. In this case, if the Subscription Agreement is terminated by the Participant during the Subscription month without fault on the part of SIXT, before the end of its term, the Participant shall be refunded the monthly fee paid for that Subscription month, but the Vehicle rental fee shall be recalculated according to the actual number of rental days, applying the standard short-term rental rate (not intended for subscriptions) for the same vehicle (or, if not available, the same group of vehicles) (rates are available at: www.sixt.it).

14.2.2. FIXED Subscription Agreement - Subscription Agreement term is fixed and cannot be changed. In this case, if the Subscription Agreement is terminated by the Participant during the Subscription month without fault on the part of SIXT, before the end of its term, the Participant shall be refunded the monthly fee paid for that subscription month, but the Vehicle rental fee shall be recalculated according to the actual number of rental days, applying the standard short-term rental rate (not intended for subscriptions) for the same

vehicle (or, if not available, the same group of vehicles) (rates are available at: www.sixt.it), and the Participant also undertakes to pay SIXT an additional Subscription termination fee equal to 3 (three) Monthly Fees, including the value added tax.

14.3. The Subscription Agreement can be terminated by mutual agreement.

15. Payments, Penalties

15.1. In case of termination of the Subscription Agreement according to Sections 3.4, 8.5, 9.1.6, 9.2.3, 9.4.4, 9.5.1 and 17.5. the Participant undertakes to compensate SIXT within 7 (seven) calendar days for all damages incurred due to breaches of the Subscription Agreement and/or these Terms and Conditions.

15.2. In case of delayed payment Participant shall pay to SIXT a penalty for delay in the amount of 0.1% (one tenth of a percent) of the delayed payment for each calendar day of delay, but not more than 10% (ten per cent) of the total amount of all invoices not paid within the specified term.

15.3. If SIXT fails to fulfil or improperly fulfils its obligations and the Participant suffers damage due to the fault of SIXT, SIXT shall be obliged to compensate the Participant for such damage upon justification, and in the event of failure to fulfil this obligation, pay a penalty for delay in the amount of 0.1% (one tenth of a percent) of the delayed payment for each calendar day of delay.

16. Privacy and GDPR

16.1. Privacy

The information provided by the Participant or otherwise obtained by SIXT is stored and used in accordance with SIXT privacy policy, which may be amended from time to time in SIXT sole discretion. SIXT privacy policy can be found at <https://www.sixtplus.it/en/privacy-policy>.

16.2. GDPR

16.2.1. By signing the Subscription Agreement, Participant shall give SIXT permission to process personal data of Participant and the Additional Driver according to the rules described below. Personal data processing is performed to enforce the Subscription Agreement in accordance with the civil law provisions, accomplish quality control, and prevent criminal offenses. For the purposes of this Subscription Agreement, the term “personal data” shall mean any information related to an identified or identifiable natural person and any actions performed with this data, i.e. data collection, registration, input, storage, structuring, usage and handing over or disclosure to the third parties, receiving from the third parties and/ or disclosure solely for the purposes of the performance, management and monitoring of the Subscription Agreement. Provision of personal data shall be preconditioned to entering the Subscription Agreement. In case of failure to provide the personal data, the service provision shall be impossible. Participant shall have rights to request an access to its personal data, its correction, deletion, restriction of processing, or rights to object to the procession or rights to data portability. The exercise of the relevant actions depends on the purpose set out in the Subscription Agreement. The Participant has rights to lodge a complaint on personal data processing to the responsible state authority. SIXT ensures and confirms that the Personal Data that will be transferred to other companies or state authorities will be processed only for the purposes necessary for

the execution of the Agreement, in compliance with the basic principles of personal data processing defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and the free circulation of such data and which repeals Directive 95/46/EC (General Data Protection Regulation). Any use of data for advertising purposes shall only be for the purposes of SIXT's own advertising (including advertising by way of recommendations). Detailed information about personal data handling and security measures imposed by SIXT is available at www.sixtplus.it/privacy, under section "Privacy Policy". You can contradict the use of your data at any time for advertising purposes and recall your consent by sending the revocation to an email: gdpr@sixt.lv. You can use this e-mail also in cases you have some additional questions regarding personal data handling by SIXT.

- 16.2.2. In order to provide the Services, SIXT has the right to collect the following data: name, surname, personal code, phone number, e-mail address and/or the telemetry data of the Driver and the Vehicle as described in Section 17 of these Terms and Conditions, data about validity of driver's license and data of credit card or debit card used for payments.
- 16.2.3. SIXT has the right to store the personal data:
 - 16.2.3.1. for a maximum of 30 (thirty) days from the date of receipt of the Application for the provision of the Services, if the Application is rejected;
 - 16.2.3.2. on the driver's license data (provided by the Participant via the document verification website), Participant's credit card and debit card data, and the telemetry data of the Vehicle, for the entire term of the Subscription and for a maximum of thirty (30) days from the date of termination of the Subscription Agreement;
 - 16.2.3.3. on the data of the signed Subscription Agreement for up to 10 (ten) years after the Subscription Agreement expiry date.
- 16.2.4. SIXT will use its best endeavours to protect the personal data of the Participant received.
- 16.2.5. All data received by SIXT will be kept on data storage devices located in European Union countries.

17. Vehicle Telemetry System

- 17.1. The Participant is aware and agrees that the Vehicle is equipped with a telemetry system that provides SIXT with the following information about the Vehicle and/or its drivers:
 - 17.1.1. location of the Vehicle (geolocation);
 - 17.1.2. technical condition of the Vehicle (fuel tank / battery balance, mileage, locked/unlocked doors, system notifications regarding maintenance);
 - 17.1.3. driving habits / violations of the Road Traffic Regulations (driving speed);
 - 17.1.4. Vehicle routes.
- 17.2. During the entire term of the Subscription Agreement SIXT shall, in line with its legitimate interest and for the purpose of fulfilling the obligations of the Parties to the Subscription Agreement, have the right to receive the data specified in Section 17.1 using the telemetry system of the Vehicle.

- 17.3. SIXT shall have the right to check via telemetry if the phone of the registered Driver or Additional Driver is located in the Vehicle to make sure that the Vehicle has not been handed over to a third party.
- 17.4. SIXT shall have the right to disable the unlocking and/or starting of the engine of the Vehicle at its discretion in the event of breaches of the Subscription Agreement.
- 17.5. It is strictly prohibited for the Participant to perform any actions or attempts to read, copy, modify or delete the data of the telemetry system of the Vehicle. If the Participant violates this provision, the Participant must compensate SIXT for all losses incurred as a result, and SIXT is entitled to immediately terminate the Participant's Subscription Agreement in accordance with Section 14.1.

18. Other Terms and Conditions

- 18.1. SIXT shall not be held responsible for any of Participant's losses and/or loss of profit if the Participant does not have the opportunity to use the vehicle according to its intent, including, but not limited to, losses arising from vehicle defects (except for losses caused by fault of SIXT) or as a result of traffic accidents. SIXT shall not be responsible for personal belongings and/or cargo left in the vehicle, including cases of enforced vehicle recovery. However, SIXT shall, within its capabilities, act to protect Participants interests.
- 18.2. To the fullest extent permitted by applicable law, these Terms and Conditions and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the SIXT+, may be provided to Participant electronically. All information relating to the performance of the Agreement will be sent by SIXT to the Participant in electronic form only. Electronic communications may, and will, be delivered to the email address that Participant provided to SIXT in their Application or via Mobile Application. All Communications in either electronic format will be considered to be in "writing". The Participant expressly agrees that any notice or other communications required under these Terms and Conditions may be given in email form. In addition, Participant expressly agrees that its Participant's sole responsibility to keep Participant's email address accurate and up-to-date by providing SIXT with written notice of any changes to the same, and that SIXT may reasonably assume that any communications sent to an email address provided will be received by the Participant. The Participant's consent to receive communications electronically is valid until the Participant revokes it.
- 18.3. By clicking the applicable checkbox and then clicking the action button applicable to these Terms and Conditions, the Participant expressly agrees to both these Terms and Conditions and the electronic signature relating to Participant's SIXT+ program, applicable reservations, and applicable rentals.

19. Dispute Resolution Procedure and Applicable Law

- 19.1. These Terms and conditions are integral part of the Subscription Agreement and are executed in accordance with the laws of the Republic of Lithuania. All disputes and differences between the Parties shall be settled in accordance with the laws of the Republic of Lithuania in the courts of the Republic of Lithuania according to the location of SIXT's registered office.
- 19.2. The entity competent for out-of-court settlement of consumer disputes shall be the State Consumer Rights Protection Service, address: Goštauto g. 12, 01108 Vilnius, tel.: (+370 5) 2626760, e-mail: tarnyba@vvtat.lt , website address: <https://vvtat.lrv.lt>.

- 19.3. In the framework of the implementation of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on electronic dispute resolution for consumer disputes, an electronic dispute resolution platform for consumer disputes has been established at: <http://ec.europa.eu/odr/>. SIXT email address: info@sixt.lt.
- 19.4. Either Party shall be released from liability for non-fulfilment of the obligations under this Subscription Agreement in full or in part, should such non-fulfilment results from circumstances of *force majeure*. *Force majeure* circumstances shall mean events, which the Parties could not foresee or prevent.
- 19.5. The Party claiming *force majeure* shall inform the other Party in writing without delay, but no later than 5 (five) days after the occurrence of the *force majeure*, attaching evidence of the occurrence of such circumstances.
- 19.6. If the *force majeure* circumstances continues for 30 (thirty) days and that is the reason for non-performance of these Terms and Conditions, either Party shall be entitled to withdraw from Subscription Agreement and these Terms and Conditions.