

1. OBJECT OF THE CONTRACT

By means of the present contract, MALCO DIGITAL GROUP, SRL (from now on MALCO) hires the vehicle (or in any case the vehicle that could replace it) to you as a CUSTOMER that appears overleaf of this contract (from now on CUSTOMER), subject to the terms and conditions stated in the present contract, overleaf and reverse, that you agree to abide by.

The CUSTOMER receives the rental vehicle described in the contract in good overall and operating condition, with all its documents, tyres, tools and accessories, and they agree to preserve and maintain the vehicle abiding to the rules of the Spanish Traffic Codes and the procedure itemised in the present general conditions.

We ask you to read the contract carefully, and if you do not agree with any of the points, please let us know before you sign it.

2. CONTRACT PERIOD

The duration of the contract is noted in its obverse, where the date, hour of delivery and return of the vehicle are specified. If the CUSTOMER decides to terminate the contract earlier, the amount corresponding to the days that the vehicle will not be used (included taxes) will be retained entirely as compensation.

Likewise, in the case that it is MALCO who decides to terminate the rental period before the date indicated in the contract, the CUSTOMER will have the right to receive from MALCO the quantity corresponding to days when the rental car was not used by the CUSTOMER.

If the CUSTOMER wants to extend the rental period, it is necessary to go to MALCO's office to sign the extension document. No contract can be extended by any other communication channel. Under no circumstances can the amount deposited as deposit be used for an extension of the contract.

Therefore, in the event that the contract is extended, the CUSTOMER must make an additional payment to pay the extension.

If the contract cannot be extended because there is no availability of vehicles or for any other reason, the CUSTOMER will have to return the vehicle on the date, at the approved hour and to the agreed MALCO offices.

It may be necessary, depending on the initial conditions of the contract, that an extension may involve the signing of a new contract and the cancellation of the original contract in force.

3-DELIVERY AND RETURN

MALCO provides the vehicle in good overall and operating condition. The CUSTOMER agrees to return it to MALCO in that same conditions with all documents, parts and accessories at the location, and on the date and time designated in this agreement. MALCO has the right to take back the vehicle at any time without informing the CUSTOMER and at the CUSTOMER's expense if there is a breach of this agreement. Any change or alteration must be first authorised by MALCO. If the CUSTOMER breached this condition, MALCO is authorised to directly take possession of the vehicle or to acquire its return through the Courts.

The minimal rent is correspondent to one day, which consists of 24 hours counted from the beginning of the rent, except special rates that specify a minor duration. In the event that the vehicle is returned with a delay superior to 59 minutes, MALCO retains the right to charge an additional quantity as indemnification for the prejudices caused to the planning of its operation, consisting of a quantity not superior to 1 day rent.

If on the contrary, it is MALCO that is more than 59 minutes late in the delivery of the vehicle, once formalized the rental contract, the CUSTOMER will be indemnified by a quantity not superior to 1 day rent (agreed in the contract).

When the rental period has finished, the CUSTOMER returns the vehicle. If they are not present at the time of the inspection of the vehicle for reasons attributable to them (because they drop off the car keys in MALCO's letter box because the vehicle has not been returned during the opening hours, or the vehicle is returned in another location which is not MALCO's office) and there are damages on the vehicle, the CUSTOMER must pay the assessment of the damages resulting from the inspection made by the MALCO staff, during their absence. MALCO will subsequently complete an assessment and report the costs of any damage.

The return or abandonment of the vehicle in a different location indicated in the contract authorizes MALCO to demand the following:

I) The amount of the rent corresponding to the extra days necessary for the recovery of the vehicle

and its preparation time to be suitable to rent again.

II) The indemnification of €40.00 per day for the economic prejudices caused by the CUSTOMER.

III) The costs of transport/tow, tolls and guard/custody (when applicable) to the location agreed in the contract for the return of the vehicle.

MALCO reserves the right to file the pertinent legal actions of any assumed disappearance or non return of the vehicle before the competent authorities. The CUSTOMER will be wholly responsible for the juridical and legal consequences that could stem from such an action.

The unilateral prolongation on the part of the CUSTOMER of the duration of the contract will be likewise considered to be a non permitted use of the vehicle which effects the responsibility of the CUSTOMER of any damage to the vehicle, and it gives the right to MALCO to recover the vehicle without the will or presence of the CUSTOMER necessary.

4. PAYMENTS OF THE CUSTOMER

The CUSTOMER expressly undertakes to pay MALCO the amounts shown overleaf which are calculated in accordance with our current rates. Any unauthorised use of the vehicle will lead to a charge of supplements for which the CUSTOMER will be responsible, as well as other concepts of agreement to the contractual and commercial conditions offered by MALCO.

The CUSTOMER undertakes to pay, as soon as they are required, the following amounts:

a) The price of the rent for the time shown in the contract, the excess of mileage as well, shown overleaf and other complementary amounts, for example; covers for damages or theft, additional drivers, pick-up or drop-off at a different place from MALCO's offices, and other agreed services.

b) Any quantity for damages or breakages, in agreement with this contract, including the amount of the insurance with excess, if applicable, or the quantity not liable in the excess, as reflected in the Clause 6 of this contract. MALCO reserves the right of legal authority to charge an indemnification from the CUSTOMER for the loss of benefits caused by the immobilization of the vehicle as consequence of damages suffered. The above mentioned indemnification will be calculated on the number of days that it is necessary to invest in the repair of the vehicle, using as base of quantification the daily rate of vehicle contracted. The maximum responsibility of the CUSTOMER will be the value of the vehicle on the market, according to the maximum price established in the current guide Ganvan or similar publication in the moment of the accident.

- c) The derivative charges of the costs of an extra cleaning service as consequence of the inadequate condition of the vehicle at the moment of its return to a maximum amount of €150.00.
- d) Charge for the refuelling expenses and service if the vehicle is returned with less fuel than it was given to the CUSTOMER.
- e) All expenses of transportation and repair as a consequence refuelling the vehicle with the incorrect type of fuel.
- f) The amount of the fines, court charges and out-of-court expenses derived from the traffic offenses or laws, regulations or local by-laws, (including expenses for congestion or limitation of traffic circulation where they exist) incurred by the customer during the duration of the present contract that have been paid for by MALCO. Without prejudice to the previous, MALCO reserves the right to charge an additional €50 to the customer for the administrative costs incurred as a consequence of the expenses of processing and communication with the pertinent authorities of the above mentioned acts. If the vehicle is intercepted by the authorities, the CUSTOMER will pay all the expenses that arise from the recovery of the vehicle and damages that it may have suffered from that interception, whether or not the driver is guilty.
- g) The expenses derived from the recovery of the vehicle when, by a cause chargeable to the CUSTOMER, it is not dropped off at MALCO's offices without prior warning. And also in the event that the vehicle is abandoned by the CUSTOMER without MALCO's permission.
- h) The corresponding penalty when, in case of accident, the CUSTOMER does not fill the friendly settlement declaration or the accident form. The absence of the mentioned documents will nullify any cover for damages or theft.
- i) The charges caused by the loss or damage of the accessories and documents of the vehicle, as well as the keys, the forwarding of a replacement set of keys for the vehicle, in the cases of loss, breakage, the return of the keys of the vehicle to a different office from that of the return of the vehicle or any other situation for which the vehicle is paralyzed for imputable motives by the CUSTOMER to a maximum amount of €280.
- j) The expenses derived from the loss, the deterioration or damages to wheel trims, tyres (including punctures and bursts) tools, lights, wing mirrors, accessories and the interior of the vehicle.
- k) The administrative expenses and of processing accidents to a maximum amount of 150€.

l) Any taxes applicable to the contract.

Any complaints or objections to the charged amounts must be communicated within 15 days following the conclusion of the car rental contract. All charges are subject to final revision after the car rental contract. From this moment the CUSTOMER authorises us, in advance, to debit any charges resulting from this agreement from their credit, debit or charge card, cash deposit, or bank account supplied, including our reasonable legal costs of recovering the charges.

In the case that the CUSTOMER instructs the charges to be made to a third party, and it is accepted by MALCO, the above mentioned obligation will be guaranteed for both in case of non-payment by the third party.

5. ROAD ASSISTANCE

In the case of a breakdown that prevents the journey, the CUSTOMER must call the telephone number of road assistance that appears on the obverse of this contract, and in the documentation of the copy of the policy that the vehicle has in the glove compartment. MALCO will not take responsibility of any assistance, breakdown truck or repair that is not authorized explicitly for MALCO.

MALCO has road assistance contracted with an external company. This company will provide this service, consisting of the removal of the vehicle and transportation to the nearest workshop, if the vehicle cannot circulate, and the provision of transport to the CUSTOMER'S destination. Only in case of mechanical breakdown and always if there is no responsibility or liability by the CUSTOMER, MALCO will provide the CUSTOMER with a replacement vehicle at the nearest MALCO office , during business hours and subject to availability of fleet.

6. DEPOSIT

Malco may request the CUSTOMER a deposit to provide funds to cover the cost of the minimum time of rent, mileage, franchises, and services provided to cover possible incidents or charges that may be generated. This amount will be freely assigned by Malco, demanding the guarantee that is deemed appropriate. The above amount cannot be used as the payment for the car rental, and will not exempt the customer the full implementation of their obligations, if it is not authorized by MALCO.

In the case where the contract extension is agreed, such amount shall be increased proportionally to the number of days of the extension.

This amount will be returned to the CUSTOMER once the contract is finished, and after checking the vehicle status and the compliance with the general and special conditions of the contract. It may be necessary, due to the checking process etc. to retain the deposit up to 15 days after the return of the vehicle. The return of the deposit will be completed after the appropriate liquidation of the anticipated quantities; the total price of the rental and the charges or expenses caused by any concept for which the CUSTOMER is responsible, detailed in the clause 4 of the present contract.

7. DAMAGES, THEFT, INSURANCES AND COVERAGE

7.1 Compulsory Third-Party Liability Insurance

For all drivers that are authorized by MALCO and fulfill the stipulations in this contract all rates include the compulsory insurance cover for the vehicle and the compulsory third-party liability insurance for any damages that may occur from the use of the vehicle.

The insurance company MALCO is working with guarantees and accepts responsibility for these coverages. These coverages are subject to the clauses of this contract and the law. By signing this contract, the CUSTOMER agrees with the policy in force between MALCO and the insurance company whose conditions are at their disposal.

7.2 Damages and Optional Coverages

As long as the terms and conditions of this contract are fulfilled and the damages have not been caused intentionally, not for gross negligence of the CUSTOMER, nor for an unauthorized driver, and within the rental period authorized by MALCO, the CUSTOMER's liability shall be limited in accordance with the following terms:

In case that the CUSTOMER has accepted the **Collision Damage Waiver** (from now on **CDW**) and previously paid for it, if necessary, the CUSTOMER's liability for damages on the vehicle, spare parts and accessories shall be limited to the excess shown in MALCO's in force rate list, whose amount can be seen on the reverse of this contract.

In case that the CUSTOMER has accepted the **Theft Protection** (from now on **TP**) and previously paid for it, the CUSTOMER's liability in case of theft shall be limited to the excess shown in MALCO's in force rate list, whose amount can be seen on the reverse of this contract. Under no circumstances is the misappropriation of the vehicle included in this coverage.

In case that the CUSTOMER has accepted the **Super Cover Damage Waiver** (from now on **SCDW**) and previously paid for it, the CUSTOMER's liability for the excess regarding the Collision Damage Waiver shall be reduced or eliminated depending on the in force regulations in every moment.

In case that the CUSTOMER has not previously accepted any of the above mentioned optional coverages, the CUSTOMER shall be responsible for the full amount of the damages, loss and missing

parts that the vehicle may suffer during the rental period, as well as the theft of the vehicle and all the expenses that may come.

7.3 Optional Coverages: Conditions

The limitation for the amount of damages and partial or total theft of the vehicle mentioned in the clause 7.2 will be applied as long as the following conditions are fulfilled:

- a) In case of collision, theft or fire, the CUSTOMER must immediately notify MALCO and send the complete details of the contrary party and eventual witnesses within the following 24 hours. To that end, the CUSTOMER must complete an accident report with the plate number, name and address of the contrary party, the collision circumstances, a sketch of the accident, the name of the insurance company and, when it is possible, the policy number. This accident report must be signed by both drivers involved in the accident (the CUSTOMER shall not admit liability or guilt in case of accident). In case that the CUSTOMER does not have access to an accident report to complete, the CUSTOMER must complete the *Document for Return of the Vehicle*, which MALCO will provide. The CUSTOMER must immediately notify the authorities in case that the guilt of the contrary party must be investigated or in case that there is any person injured. The CUSTOMER shall not abandon the vehicle without the authorization of MALCO.
- b) The insurance company does not reject the report, which may occur if the driver was not in the physical and psychological conditions that the Spanish Traffic Codes require.
- c) The collision, theft, fire or act of vandalism has not occurred during an unauthorized use of the vehicle, breaking any clause of this contract, or outside the rental period.
- d) In case of theft of the vehicle, the CUSTOMER must immediately notify MALCO and give the original key back with the corresponding formal complaint completed at the competent authority. This complaint must be completed by the CUSTOMER as soon as they are aware of the theft. Otherwise, the CUSTOMER will compensate MALCO for the value market of the vehicle.

7.4 Optional Coverages: Limits

The following damages are totally excluded from any optional coverage, any partial or total exemption of the excess and are, therefore, liability of the CUSTOMER:

- A. Damages on the inside of the vehicle: upholstery, hand glove compartment and accessories.
- B. Damages to the clutch or to the gearbox.
- C. Tow expenses in case of negligence.
- D. Battery recharging.
- E. Breakdowns caused by negligence of the driver, as well as all mechanical breakdowns resulting from not following the manufacturer's instructions or MALCO's, or the deterioration resulting from ignoring

the warning signals of the onboard instruments (temperature, oil and immediate stop indicator, etc.).

- F.* Damages on the underbody or roof of the vehicle for ignoring resulting from ignoring the dimensions of the vehicle.
- G.* Refuelling the vehicle with the wrong type of fuel.
- H.* In case that water comes inside the vehicle.
- I.* Break or loss of the key or remote control.
- J.* Damages or loss of any accessory (baby seat, booster, damages or loss of the antenna, key-ring, triangles, reflective vest, wiper blades, navigator, fuel tank cap, etc.)
- K.* Any kind of damage or breakdown caused by an inappropriate use of the vehicle.
- L.* Misappropriation of the vehicle.

The CUSTOMER allows MALCO to charge the CUSTOMER for the costs resulting from the breakdowns and damages above mentioned according to the system of payment shown on the reverse of this contract.

8. UNAUTHORIZED USE OF THE VEHICLE

The CUSTOMER is obliged to ensure that the vehicle is used correctly at all times, to observe the traffic rules applicable to motor vehicles and to avoid any situation or circumstance which could cause damage to the car or injury to a third party.

Any other use against what has been established shall be construed as unauthorized use. In such cases, the CUSTOMER is fully responsible for the damages on the inside and outside of the vehicle caused by an unauthorized use and shall pay for all of them.

Unauthorised use of the vehicle includes the following examples:

- A.* Propelling or towing any vehicle, trailer or other object.
- B.* Driving or being driven in roads not appropriate for the traffic and not asphalted. Appropriate roads for the traffic are the ones of public knowledge, garages, car parks and private roads that are not industrial or farming roads, beaches or forest tracks, any surface that may rise the risk of causing a damage on the underbody of the vehicle.
- C.* Driving or being driven in restricted areas, including airport tracks, airport service roads and related areas such as port areas or military zones.
- D.* Ignoring the vehicle's warning signals that the CUSTOMER states to have knowledge of by signing this contract.
- E.* Transporting any product that leaves a sign of smell or dirtiness, alive or dead animals, and dangerous goods or products.
- F.* Transporting goods not properly wrapped that may spill inside and outside the vehicle (liquids, debris, etc.).

- G.* Any kind of sublease.
- H.* Using the vehicle in any action against the law.
- I.* Transporting more passengers or goods than the amount stated in the vehicle technical specifications, or that are not properly held, or on the roof of the vehicle even using the proper advice for its transportation.
- J.* Operating the speedometer or any other element that is not necessary for the regular use of the vehicle. In case that any element does not work properly, the CUSTOMER must notify MALCO immediately.
- K.* Leaving objects subject to be stolen where other people may see them, as they may break parts of the vehicle to steal these objects.
- L.* An excessive dirtiness inside of the vehicle.
- M.* While the driver is under the influence of alcohol, drugs or any other substances impairing their consciousness or ability to react.
- N.* Reckless driving.
- O.* Carrying passengers for remuneration, or carrying cargo for remuneration (except in the case of trucks and cargo vans).
- P.* Taking part in any race, rally, test or any contests, or trainings of any category, official or not.
- Q.* Using the vehicle for teaching another person to drive.
- R.* Driving disobeying the traffic rules.
- S.* Allowing another person to drive the vehicle who has not been previously allowed by MALCO.
- T.* Driving the vehicle outside the Spanish peninsular territory without the previous written confirmation of MALCO.
- U.* Using the vehicle once the rental period has expired.

In case of unauthorised use of the vehicle by the CUSTOMER, MALCO has the right to end the contract immediately. MALCO will claim joint liability for lost profits, such as vehicle damage repair, loss of their earnings, transportation, parking, towing and generally all documented expenses arising directly or indirectly to MALCO as result from unauthorised use.

9. PERSONAL PROPERTY

MALCO is not liable to you or to any passenger for loss or damage to property left in the vehicle either during the period of hire or thereafter. Such property is entirely at your own risk.

10. VIOLATION OF TRAFFIC REGULATION

You are fully responsible for all fines and any consequences of the violation of traffic regulations and parking orders or prohibitions which are your responsibility during the rental. If Malco is required to pay

such fines, you agree that we may debit your credit or charge card during the rental or after the return of the vehicle. A charge of €50.00 of any fine may also be debited to compensate for administrative work involved. We shall, upon request supply you with a copy of any traffic violation notice which we receive. The CUSTOMER is obliged to provide, at their expense, the driver's details that MALCO may require, such as: name, surname, personal address, passport number and date of issue. These details must be truthful with the LOTT and ROTT. Therefore, MALCO is not responsible for any penalty that may arise.

11. COMPULSORY APPROVED SECURING DEVICE FOR CHILDREN

In case that passengers under 3 years old or under 150cm (4.92 ft) are going to travel in the vehicle, the CUSTOMER must let MALCO know in advance so MALCO can provide them with the appropriate protective device (baby seat, booster, etc.) according to the height and weight of the passenger/s who is/are going to use it. The CUSTOMER will pay the corresponding amount for this extra according to the rates in force. The installation of the device is always the responsibility of the CUSTOMER.

12. JOINT AND SEVERAL LIABILITY AND COMPENSATION

The CUSTOMER totally exonerates MALCO from any direct and indirect damages that the lessee may suffer as a consequence of a breakdown or accident of the rented vehicle.

All authorized additional drivers are responsible for all the liabilities and obligations of the CUSTOMER gathered in this contract and the law governing this contract.

To the extent permitted by law, the CUSTOMER agrees with compensating MALCO for any complaint regarding the use of the vehicle, any damages suffered by the CUSTOMER including, by way of illustration, fines and other consequences show non clause 9, or any other consequences liability of the CUSTOMER. MALCO expressly rejects any responsibility for damages of any kind suffered by the CUSTOMER or a third party unless they have occurred by MALCO's fault.

13. MALCO'S LIABILITY

MALCO shall not be liable for any loss or damage suffered by the CUSTOMER unless MALCO is negligent. Nothing in these terms shall exclude or restrict MALCO's liability for death or personal injury resulting from MALCO's negligence or any other liability which cannot be excluded as a matter of law.

As long as the CUSTOMER takes the necessary precautions and does all what it needs to prevent that situation, the CUSTOMER will not be responsible of the mechanical failures in the vehicle due to a normal or accidental wear. Neither will MALCO be responsible of the expenses, delays or harms somehow caused directly or indirectly as a consequence of the damages or breakdowns mentioned.

14. PERSONAL DATA

The CUSTOMER authorises MALCO the automated and non-automated processing of their personal data, necessary for the agreed service and for other products and services which may be of your interest.

Your personal data will be processed confidentially. MALCO will take the necessary measures to comply with the Spanish legislation on the protection of personal data (*Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales*). The CUSTOMER has the right to access, rectify, cancel and oppose this data, and can exercise this right at any time by sending an email to cliente@malcodigitalgroup.com

The CUSTOMER likewise authorizes MALCO to transfer their data to other companies of the group or other companies MALCO may reach collaboration agreements with, to improve the agreed service and for credit control, whether in Spain or abroad, in any case complying with the Spanish legislation regarding the protection of personal data.

If the CUSTOMER decides to breach this agreement, their personal data may be transferred to third parties, as necessary to facilitate the collection of any due amounts. The CUSTOMER expressly gives their free consent to MALCO to use their data with MALCO's geolocalization system. MALCO can directly access the CUSTOMER's personal data without prior notice for security reasons or commercial purposes. The CUSTOMER is also aware of it and expressly gives their free consent to MALCO to track the rented vehicle with MALCO's geolocalization system. If the CUSTOMER rents a connected vehicle from MALCO, their personal data will be processed according to what is established in our privacy policy.

15. CUSTOMER SERVICE

MALCO will attend any requests for information, suggestions, complaints or claims addressed to MALCO's Customer Service Department at Polígono Estadio n.8, Castellón de la Plana (12004), telephone number 0034964341627; or cliente@malcorentacar.com

Signature of the CUSTOMER

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