

## GENERAL RENTAL CONDITIONS

*Autatlantis – Automóveis de Aluguer Sem Condutor, Lda.* (“Lessor”) performs with the Client (authorized driver) identified at this document, a vehicle Rental Agreement, under the following conditions:

### 1 – DELIVERY AND RETURN OF THE VEHICLE

1.1 The Client (authorized driver) receives the vehicle in good condition for use and cleanliness, in accordance with the verification record called “check out”, which is an integral part of the Agreement (Addendum to the Rental Agreement), with the maintenance carried out, with the respective mandatory documentation and commits to return the vehicle to a Lessor’s employee, in the same conditions in which it was received, in a state of cleanliness that allows inspection, at the place, date and time designated in the Agreement. The Client must request “check out” correction, in case of any inaccuracy in the damage record or in the fuel level.

1.2 Within normal business hours (09h00-18 h00), vehicles deliveries/collections are performed in Lessor’s offices without extra costs, except in Airports, Hotels and Harbors. Out of this schedule a 30€ fee is applied, but not cumulative with other delivery/collection fee.

1.3 To perform the Rental Agreement, the following valid documents must be presented: passport or citizen’s card, driver’s license and credit card in Client’s name (authorized driver).

1.4 Minimum rental period is 1 day (24 hours). If the vehicle is not returned on the agreed date/time (60 minutes tolerance), Lessor reserves the right to charge an additional rental day for each day of delay, plus a daily fee of €50.

1.5 If the Client decides to terminate the Agreement in advance, the amount corresponding to the days on which he did not enjoy the vehicle (taxes included) will be fully withheld as compensation.

1.6 Lessor is not responsible for loss/theft/robbery/ damage of material, personal and goods left in the vehicle, during and after the rental.

1.7 If the vehicle has internal or external dirt, contrary to prudent use, requiring extraordinary cleaning, instead of an ordinary cleaning offered in a self-service manual washing center, the Lessor may apply a cleaning fee of €35.

1.8 Smoking inside the vehicle is prohibited, so if the vehicle shows signs of non-compliance, Lessor may apply an extra cleaning fee of €35.

1.9 If it is not possible to jointly check the vehicle upon its return, namely due to dirt or damage that requires an assessment in a workshop, this observation will be made under particular conditions, and the vehicle’s return will be conditioned upon its cleaning and technical evaluation.

### 2 - VEHICLE USAGE

2.1 Client is responsible for the vehicle and optional extras during rental period and until it delivers the vehicle to Lessor’s, under the contracted terms.

2.2 Rental period begins when Client signs vehicle Rental Agreement and the vehicle keys are handed over to him, and ends when the Lessor takes possession of the vehicle and its keys, unless applicable as described in 1.9.

2.3 The Client specially agrees to: a) Make prudent use of the vehicle, lawfully and for lawful purposes, complying with the Law, in particular the driving Law, ensuring that the vehicle is locked and with all windows, sunroof or canopy duly closed and in a safe place, when not in use, not leaving the documents related to it, without prejudice to the fact that it is always a bearer; b) Return the vehicle at the end of the rental period, in the same state of use as it was delivered, with the respective equipment and documents. If the vehicle is returned without the documents, a €100 fee will be applied; c) Pay the rental price and the resulting costs charged by the Lessor, namely for repairs of vehicle damage (includes accessories such as vehicle key or remote control), missing fuel in its return, refueling fee, extraordinary cleaning, as well as any charge generated by negligence or agreement breach.

2.4 Client, under penalty of exclusion from the insurance coverage, will not allow the vehicle to be driven: a) By a person not accepted in

the agreement; under the influence of alcohol, narcotics, or in a similar disturbed state that reduces perception and responsiveness; Under the age of 21; or holder of a valid driving license for less than 1 year; b) To push/pull any other vehicle or object with or without wheels, or in sport events/trainings/ reconnaissance of any nature, official or not; for transport in violation of the Law, and what is provided in the Vehicle Registration Document (Documento Único Automóvel) .

2.5 Client will be the sole driver of the rented vehicle, unless an additional driver is indicated in the Rental Agreement or attached thereto. In this case, the Client is responsible for ensuring compliance with the General Conditions by any additional driver or any passenger authorized by him to travel in the vehicle. Client is also responsible for any costs or charges incurred by the Lessor as a result of non-compliance with these General Conditions by an additional driver or passenger.

2.6 Drivers from 21 to 23 years old, and at least 1 year with drive licence may rent a vehicle upon payment of a €20 daily supplement.

2.7 To be covered by existing insurance, all drivers must be mentioned in the Rental Agreement. It is possible to add additional authorized drivers, upon payment of a daily supplement of €4.90 per driver.

2.8 Client is prohibited, in relation to the vehicle, tools, parts and their documents, to perform the following acts: sublet, lend, assign, sell, overtax, pledge, modify or advertise.

2.9 It is also prohibitive to the Client using the vehicle as unallowed manner, including, and not limited to, the following cases are described herein by way of example:

a) Drive the vehicle through restricted areas and/or roads associated with the use of civil and military aviation; b) Drive on unpaved roads, or paved roads but with serious deficiencies, which may cause damage to the underside of the vehicle; c) Drive in places that are not suitable for public transport, such as beaches, automobile circuits, forest paths, private roads, dirt roads, gravel roads or roads/paths that are not suitable for automobile circulation, regardless of the lack of signage or indication through technological equipment, such as GPS; d) Neglect of information transmitted on the instrument panel or warning signs of the rented vehicle and which the Client says he knows, with the signing of the Rental Agreement; e) Transport of goods or animals, and especially dangerous flammable and / or harmful substances to the vehicle and its occupants; f) Transport of a number of people or luggage, higher than the authorized for the vehicle (hat rack cannot be removed from the vehicle); g) Transport of luggage or any item on the roof of the vehicle, without Lessor written authorization, even using its own device; h) Parking the vehicle in unauthorized or inappropriate places being susceptible to damage; i) Any type of manipulation or intervention on the vehicle; j) Leave objects at sight in the vehicle that could be stolen with consequent damage to the vehicle; k) Soiling the vehicle’s interior beyond what implies normal and careful use of it; l) Smoking inside the vehicle; m) Drive the vehicle outside the geographic limits established in the particular conditions, referring to the rental station; n) Use the vehicle after the rental period has ended; o) Use the vehicle for driving learning activities, under any circumstances, and/or teaching any special driving skills.

2.10 Client is responsible by all damages caused to interior and exterior parts of the vehicle by unallowed use of it (specifically in violation of the previous number), and in this case will be required to pay all costs generated to restore the vehicle to its original condition before the rental. Client will be responsible for all damages or losses caused to the vehicle, as well as for the period of vehicle immobilization.

2.11 Client is solely responsible for fines, additional sanctions and other penalties decreed by Courts and Administrative Authorities, resulted

by administrative and criminal proceedings, arising from the use of the vehicle, during the rental period.

2.12 Vehicle may only be driven on the Island of the Azorean Archipelago where it has been rented, unless prior written permission of the Lessor.

2.13 Rental Agreement will be automatically terminated if vehicle is used in conditions that constitute a violation of it, with Lessor having the right to recover the vehicle, at any time and in any way, without the need for prior notice, and respective charges being from the exclusive responsibility of the Client, without prejudice to the indemnities that legally or contractually fall to the Lessor or to third parties, if applicable.

### 3 - PRICES, DEADLINES AND PAYMENTS

3.1 The price is determined by the rate in force for the vehicle category and paid in advance.

3.2. Payment is made by credit card of the authorized driver, debit card or cash.

3.3. To extend the rental, the Client must go to one of the Lessor’s offices in due time to update the Agreement and settle the remaining rental days. a) No Agreement may be extended by telephone or by any other means of electronic communication. b) Under no circumstances the amount deposited as security, when signing the initial agreement, may be used to extend it; c) When requesting the Agreement extension, it may be necessary, depending of the initial conditions of it, to carry out a new Agreement, considering, at that time, that the Agreement in force is terminated;

3.4 If the Agreement cannot be extended by any reason, Client must return the vehicle to the station on the agreed date and time.

3.5 The Lessor reserves the right to cancel vehicle delivery in case of doubts about the Client’s financial standing, previous default situations or serious incidents with Lessor.

3.6 The Client undertakes to pay/provide as security to Lessor, besides the rental price: a) The amounts referring to the security deposit or deductible due for the rental, under the terms of the rate in force at the time of rental, in accordance with those stipulated in numbers 3.7 and 3.8 below of this clause; b) Extra services and additional equipment, such as Baby Chair/ Child Safety Seat, GPS according to the current rate; c) The damage or repair cost caused, namely by collision, crash, rollover, theft and/or robbery of the vehicle and its immobilization, as well as hospitalization and medical assistance expenses for the driver and passengers, if applicable, the Client’s liability, having the vehicle been used in accordance with the conditions provided for in the Agreement, may be limited if a deductible reduction service is previously contracted; d) Judicial / extrajudicial costs, fines / pecuniary sanctions, whatever its nature, arising from a breach of law attributable to the Client during the rental period; e) A €40 administrative, if Lessor is notified by the Authorities, as result of an administrative offense or illegal practice by the Client, to identify the driver; f) A €40 fee for opening administrative proceedings in case of accident, or road trip in case of breakdown / technical assistance; g) The amount due for vehicle refueling service, whenever it is returned, at the end of the rental, with fuel level lower than on the delivery date, this value valid in proportion to the costs incurred with related refueling; h) Costs incurred by the Lessor to obtain Client compliance of the committed in the Agreement, namely the collection of amounts owed by him to the Lessor, under the terms legally complied with.

3.7 For the purpose of guaranteeing compliance of this agreement obligations, Client will provide a guarantee of the amount referred to in the Agreement, corresponding to the liability applicable to the type of vehicle rented, in cash or deposit in driver credit card owned by it, expressly authorizing the Lessor to debit the amounts due for all costs incurred with the rental and related charges.

3.8 Deposit will be refunded after vehicle is returned to the Lessor and after the amounts due have been paid, if vehicle doesn't show any non-compliance. If there is any nonconformity, deposit will be retained until a technical assessment with a view to its retention. If there are amounts to be paid, Lessor will apply deposit, for the total or partial payment of them, without prejudice to judicially claim the amount still owed. If the amounts due result from damage, Lessor will inform the Client in advance.

#### 4 - MAINTENANCE AND REPAIR, FUELS

4.1 Record of damage and fuel level in the vehicle is made in advance of signing the Agreement and is filled in the "check out" record which is delivered to Client together with the Agreement, which it forms an integral part. Client can request to follow vehicle evaluation and registration of the "check out" or can validate this registration, requesting to verify its compliance with the vehicle, before signing the Agreement. By signing the Agreement and the "check out" record, Client is validating that registration and accepting it in its entirety. When returning the vehicle, the process is concluded after an assessment of its status by the Lessor, with the "check in" registration being made.

4.2 If Client detects any technical problem in the vehicle, he must immobilize it immediately and contact the Lessor through the 24 hour road assistance (+351) 966 000 019.

4.3 Towing costs due to misuse or unallowed use, or damage caused to the vehicle, are from Client responsibility.

4.4 Vehicle is delivered to the Client with fuel tank full or partially full and must be returned to the Lessor with the same level as it was at the time of delivery, under penalty of being charged the cost of the missing fuel, plus a refuelling 15€ service fee, legally permitted.

4.5 Client must take all necessary protective measures to keep the vehicle in the same condition in which it was delivered. In particular, should carry out regular inspections of vehicle's condition for oil, water and tire pressure.

4.6 In case of incorrect fuel type being introduced, Client is responsible for the vehicle transport to a suitable location for repair, for the complete fuel replacement, disassembly and tank washing and other associated repairs.

4.7 In case of accident or breakdown attributable to the Client, the Lessor is not obliged to provide a replacement vehicle, and the amount corresponding to the days on which he did not enjoy the vehicle (taxes included) will be fully withheld as compensation.

#### 5 – INSURANCE

5.1. The Client (authorized driver) is insured by an automobile insurance policy covering limited civil liability up to a maximum of €50 million.

5.2. In case of accident, breakdown, theft, burglary and or fire, even partial, the Client must protect Lessor's and insurance company's interests by, and must: a) Contact the Lessor immediately through road assistance 24 hours (+351) 966 000 019 and afterwards report to the authorities (+351) 112; b) Fill the European Accident Statement (DAAA - Declaração Amigável de Acidente), mentioning the actual circumstances in which the accident occurred, name and address of witnesses, the owner and the driver of the other vehicle (third) involved, and the registration number, trademark, insurance company and policy number of such third vehicle, failing which it will be responsible for the payment of the amount up to the deductible/liability. c) Do not leave the accident, theft, burglary and or fire site before the authorities arrive, under penalty of being charged the resulting damages in full, the coverage resulting from the contracted deductible/liability reduction service having no effect in case of non-compliance with this clause;

5.3. The Client may hire, prior to signing this Agreement, the following insurance: a) Collision Damage Waiver (CDW): In case of accident, crash or rollover, Client's responsibility for damages caused to the vehicle may be reduced to the payment of a mandatory liability, as long as has been Client's responsibility, excluding damages under the vehicle, damages in the windscreen, rim and tires destroyed, clutch and gearbox; b) Theft

Protection Insurance (TP): In case of theft of all or part of the vehicle, the Client's responsibility may be waived to payment of liability, provided that the terms and conditions of the rental agreement haven't been breached. The Client is obliged to report to the competent authorities, as well to return the vehicle keys, otherwise the insurance coverage may be canceled. This insurance does not include the protection of personal belongings or goods; c) Personal Accident Insurance (PAI): In case of accident driver and remaining passengers will be covered for medical expenses until €250 per passenger, in case of death or permanent disability a coverage of €5.000 per passenger; d) SUPER CDW: If hired, with CDW and TP the Client is reducing mandatory liability for damages, to a minimum value. Excludes damages under the vehicle, damages in the windscreen, rim and tires destroyed, clutch and gearbox; e) Windscreen Damage Waiver (WDW): If hired, with CDW, TP and SUPER CDW, the Client is reducing to the value of mandatory liability, to a minimum value; f) Tire and Rim Waiver (TRW): If hired, with CDW, TP and SUPER CDW, the Client is reducing the value of mandatory liability, to a minimum value.

5.4 Liabilities: In case of damage or accident, the Client is responsible for paying a liability per occurrence, up to a maximum amount specified in each group, values of which are in the current Insurance and Liabilities Table.

5.5 In case of accident, even with delivery by DAAA, the Client is responsible for paying for damages caused to the vehicle up to the maximum amount of the liability in effect during the Agreement period. The amount paid is refunded if, after completion of the process, the responsibility is imputed to third parties, except for the amount referred to in 3.6 f).

5.6 Only the Client (authorized driver) may benefit from the liability reduction services; any failure to comply with this provision will imply the cancellation of any insurance coverage; the insurance coverage may also be cancelled in case of breakdown, accident, damage caused by use at unallowed manner, motivated by intent or fraud, negligence, drunkenness, use of narcotics or non-compliance by the Client of any general and specific rental conditions of the rental agreement, and any legal rules; the insurance coverage will also be canceled if Client doesn't return to the Lessor, the vehicle keys in case of robbery and / or theft.

5.7 In the event of an accident due to speeding, negligence, driving under the influence of alcohol, narcotic products or consumption of any product that reduces the ability to drive, will be responsible for the entire cost of repair and compensation corresponding to the immobilization of the damaged vehicle (payment of these days according to the category of the rented vehicle and current rate), even if Client has contracted a liability reduction service.

5.8 Insurance and eventual liability reduction services don't exempt the Client from paying for damages caused by unallowed or negligent use in the upper, lower or interior parts of the vehicle.

#### 6 – PERSONAL DATA

6.1. According with the General Data Protection Regulation, the Lessor, as the data controller, will process Client's personal data (identification, contact data, for payment purposes and vehicle geolocation) based on the following legal purposes: a) Based on the execution of the Rental Agreement: management of the contractual relationship, for administrative management purposes, management of billing, collections and payments, including the recovery of litigious credit, response to contact and clarification requests, complaints management; b) Based on the fulfillment of legal duties, namely the provisions of the Regime for Access to and performance of the Vehicles Passenger Renting Activity without Drivers, as well as for the management of automobile civil liability insurance; c) Based on the consent of the data subject: sending a newsletter with marketing and promotional communications, campaigns information and news.

6.2 The provision of personal data necessary for the execution of this Agreement and the fulfillment of legal duties is a necessary requirement for the performance and execution of this Agreement. If the Client doesn't provide them, the Agreement will not be performed and the Lessor will not proceed with his request.

6.3 Client personal data will be kept for the period necessary to carry out each of the purposes identified in numbers 1 and 2 of this Clause.

6.4 Client's personal data may be transmitted to the following entities for the indicated purposes: a) Administrative, judicial, police and/or other competent authorities, for the purpose of complying with their legal obligations, such as courts and criminal police entities, highways concessionaires and parking management companies; b) Judicial agents, courts and any judicial or administrative authority, based on their legitimate interest and for the purposes of representation, declaration, execution or defense of rights in judicial or administrative proceedings; c) Tax Authority, for the purpose of complying with tax obligations; d) ARAC (Associação dos Industriais de Aluguer de Automóveis sem Condutor), for inclusion in the defaulting drivers Database; e) To third-party service providers for carrying out data processing on behalf of and on behalf of the Lessor (eg, communication and marketing, carrying out quality surveys to clients, information systems maintenance and IT platforms, telecommunication operators, vehicle recovery in case of theft, robbery or abusive possession) and only when they offer sufficient security guarantees and in strict compliance with the General Data Protection Regulation (EU No. 2016/679, 27/04) and other applicable laws;

6.5 Client has the right, under the law, to request the Lessor to access the personal data concerning him, as well as its rectification or deletion, and the limitation of treatment with regard to the data subject, or the right to object to the processing, as well as the right to data portability by registered letter to Rua dos Manaias, no.53/57, Largo de Santo André, 9500-084 Ponta Delgada, São Miguel, Azores, Portugal. Client has the right to file a complaint to the National Commission Data Protection.

6.6 For the purposes of complying with the request for the execution of rights in the preceding paragraph, the Lessor, in case of reasonable doubts as to the identity the person which is submitting the request, may request the necessary additional information to confirm the identity of the holder of the requested data.

6.7 For the purposes of perform the Agreement, managing the contractual relationship, namely, the steps prior to Agreement execution and the declaration of business will made, as well as the pursuit of the Lessor's legitimate interests, the Client authorizes the Lessor to carry out the physical reproduction and /or digital of the citizen's card or passport, as well as of the driving licence, and to keep the respective reproductions for the time strictly necessary for the purposes here defined.

#### 7 – FINAL PROVISIONS

7.1. The Agreement is regulated by Portuguese Law. For the settlement of disputes, Parties indicate the Court of Ponta Delgada and expressly waive the right to recourse to any other jurisdiction except when otherwise provided by compulsory legislation.

7.2 Lessor has a physical and online Complaint Book, under the legal terms.

7.3 Client accepts and is aware of information illustrated in the General Rental Terms and Conditions, explained in a duly manner and has the right to request clarification.

7.4 Client authorizes the Lessor to make collect and process the Client's personal data for the purposes indicated above in Condition 6 and to carry out the physical reproduction and /or digital of the citizen's card or passport, as well as of the driving licence.

7.5 If the Client doesn't authorize to receive from the Lessor or advertising partners, communications from marketing campaigns, offers of products or services adjusted to his interests, he must mark this option with an X. I do not authorize 7.5.