

### General Provisions

1. This Regulation specifies the terms and conditions for use of cars and the rights and obligations of the Parties under the agreements entered into by TOLEO Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw under the KRS number 0000901895, using NIP number 527-295-85-76, phone number: + 48 734 000 515, e-mail address: [biuro@toleo.pl](mailto:biuro@toleo.pl) as TOLEO CARS – car rental office.
2. In case of any discrepancies between the agreement and the Regulation, the parties shall be bound by the agreement.
3. The car lessee and a person authorized to drive a vehicle must be:
  - 3.1 A natural person who satisfies all of the following conditions:
    - a) Is 21 years old or over,
    - b) Is a holder of valid identity card/passport and driving license which has been valid for at least one year and these documents are accepted on the territory of the Republic of Poland (and in case of European Union member country citizenship – a document confirming identity in accordance with the national law applicable for the Lessee's place of residence, in case of other foreigners – a valid passport). Such documents may be copied and the document copies shall be stored in the TOLEO CARS database,
    - c) Presents a payment card/credit card/debit card to the Lessor, except for American Express,
    - d) Is entered in the CEIDG register or other register – if enters into the rental agreement within the scope of its economic activity.
  - 3.2 Legal person (and/or an organisational entity referred to in Art. 33<sup>1</sup> of the Civil Code) whose representative enters into a rental agreement on its behalf:
    - a) Shall present the information corresponding to the current excerpt from the Register of Entrepreneurs valid on the day of agreement conclusion and other evidence of its authorisation to enter into the rental agreement (e.g. power of attorney) if the authorisation is not evidenced solely by the excerpt from the National Court Register,
    - b) Shall present valid identification card/passport and driving license and any other evidence of its authorisation to enter into the rental agreement.

The requirements indicated in this clause are applicable throughout the entire rental period. In case of non-fulfilment by the Lessee and/or the person who entered in the rental agreement as "additional driver" of the above requirements, the Lessor is entitled to terminate the rental agreement without the notice period. The Lessor is authorised to verify the presented documents by using available register (National Court Register, CEIDG register), and in case of any discrepancies it is authorised to refuse to conclude the agreement.

4. The car shall be driven only by a person who satisfies all requirements specified in clause 3 and is entered in the rental agreement in the clause "LESSEE" and/or – after obtaining Lessor's consent – by a person entered in the agreement as "ADDITIONAL DRIVER".
5. In case the Lessee withdraws the authorisation for the person authorised to drive the vehicle, the Lessee is obligated to inform immediately the Lessor about this change. In case of a failure to immediately inform the Lessor, the Lessee is obligated to compensate any damage incurred by the Lessor in connection with the abovementioned failure to inform about authorisation withdrawal.
6. The Lessee is obligated to ensure that the provisions of this Regulation and/or the rental agreement concerning Lessee's obligations and required action in case of a traffic accident or a car breakdown are complied with by the persons to whom the Lessor entrusted driving the car, and also the Lessee shall familiarize each and every person driving the vehicle with all obligations connected with operating the car. A failure to satisfy the above obligation shall result in imposing the obligation to compensate the damage on the Lessee.
7. The rental period begins on the date specified in the rental agreement or on the date of collection of the car which is indicated in the hand-over Protocol, whichever is an earlier date, unless the parties expressly agree otherwise.
8. When entering into the rental agreement – if the agreement is entered into by the entrepreneur within the scope of its conducted economic activity (as an enterprise) – the client is obligated to provide in detail all the enterprise data and present the relevant authorisation containing, among others, data of the person executing the agreement. In such case, the data of the enterprise must be entered in the agreement in the section "Lessee". The Lessor is authorised to verify these data in any manner it seems suitable, identity card photocopying included.

### Collection and return of the vehicle

1. When entering into the rental agreement, in case of particular category of clients or vehicles, a pre-authorisation may be made on the Lessee's payment card. The Lessor determines the amount of required deposit. The deposit paid by the Lessee shall secure Lessor's claims under the required payments or damages that may arise during the use of the vehicle by the Lessee.
2. Annulment of reservation in 48 hours advance before the time of vehicle pick-up shall result in the reservation fee refund. In any other cases, the reservation fee refund is not allowed. The refund shall be made within 14 business days and transferred to the bank account from which the reservation fee has been paid.
3. If the car is damaged, if there is a delay on the Client's part or if there are any other monetary claims, TOLEO Sp. z o.o. is authorised to set off a relevant amount of money against the paid deposit. The Lessee, by signing the Regulation and providing the relevant payment card data, gives its consent to execute the pre-authorisation in the abovementioned circumstances. Lack of Lessee's signature under the car hand-over protocol does not prevent the Lessor from collecting the amount of money stipulated in the Price List from the charged pre-authorisation. The above provisions shall also apply to the reservations made by intermediaries.
4. The Lessee is obligated to familiarize itself with the condition of the car at the moment of its collection. Any comments to the car's condition raised by the Lessee at the time of collection of the car shall be included in the Protocol, except for the hidden defects.
5. Collection and return of the car shall take place at the place and at the time indicated in the Agreement or in the Order/Commission, on the basis of the Protocol signed by the Parties and/or the authorised representatives acting on behalf of the Parties. At the time of car collection, the Lessee is responsible for impairment, damage or loss of the car unattributable to the Lessee.
6. The Lessee is obligated to return the car within the time period stipulated by the Agreement and/or the Order/Commission. The car must be refuelled back to the fuel level specified in the Protocol dated on the day of car collection by the Lessee and the car must be in the same condition as it was at the time of its collection. The car may be impaired about the possible wear and tear resulting from proper use of the car.
7. If the Lessee returns the car unrefuelled back to the fuel level specified in the Protocol dated on the day of car collection by the Lessee, the Lessee obligates itself to bear the costs of refuelling the car back to the fuel level specified in the Protocol.
8. At the time when the car is returned, an employee of the Lessor shall examine the condition of the car. Any comments shall be entered in the Protocol.
9. Delay in returning the car up to one clock hour is free of charge. If the car is returned after that time, a rental fee for full 24 hours shall be charged.
10. The Lessee shall notify the Lessor about its intention to extend the rental period in writing, by e-mail or by phone contact confirmed by an e-mail send thereafter, e-mail address: [biuro@toleo.pl](mailto:biuro@toleo.pl), phone No. 734 000 515 and must receive Lessor's consent at least 12 hours before the required return time. The Lessee may not extend the rental period without paying a fee for such extension. If the Lessee does not obtain the Lessor's consent for extension of the rental period and does not pay the fee for extension, the car shall be reported to the police office as misappropriated.
11. In case of a delay in returning the car without the consent of the Lessor, the Lessor is authorised to collect the car from any place and to charge the Lessee with full costs connected therewith.
12. Operating the car outside the territory of Poland is prohibited, with the exception of obtaining prior written consent of the Lessor under the pain of nullity and purchasing additional insurance.

#### **Lessee's obligations**

1. The Lessee receives the car in a good working order, in a condition allowing for its proper use, and obligates itself to use it with due diligence and care, and to return it in the same condition in which it was at the moment of its collection by the Lessee. The Lessee acknowledges and consents to the fact that the car may be equipped with a GPS monitoring device.
2. The Lessee collects the car which is clean inside and outside and is obligated to return it in the same condition.
3. The Lessee and/or the person driving the car is obligated to use the car in a manner specified by the agreement and which is corresponding to the features and intended use of the car. Furthermore, the Lessee obligates itself to:
  - a) locking the car, activating anti-theft devices and securing the registration card and car keys outside the car when leaving the car;
  - b) performing at own expense a current and basic car inspection which shall include especially checking and replenishing engine oil, fuel, windscreen washer fluid, coolant, adblue, brake fluid, and checking the correct pressure in the tires and the operation of lights;
  - c) familiarizing itself with the car documentation and using the car according to its intended use and purpose,

- d) using the correct fuel type for the car, according to the information specified in the fuel filler or the car owner's manual,
- e) notifying immediately (however not later than within 12 hours from the occurrence) the Lessor about any irregularities in the operation of the car, and also notifying the Lessor of any damage, immobilization or destruction of the car (by means of phone contact under the phone No. +48 734 000 515 or by e-mail at the address: [biuro@toleo.pl](mailto:biuro@toleo.pl));
- f) paying traffic tickets and other charges or fees resulting from violation of applicable provisions of law and for the reasons attributable to the Lessee.
4. The expenditures for the fuel used during the rental period and the expenditures for operating fluids and windscreen washer fluids shall be borne by the Lessee.
5. The Lessee must not – without prior written consent of the Lessor under pain of nullity – hand over the car to a third party for use, sublease or tenancy.
6. The car must not be used for commercial passenger transport, including as taxi, Uber and Bolt.
7. Under the pain of obligation to reimburse to the Lessor all expenditures incurred or necessary to be incurred in order to restore the car to its original condition, it is prohibited to:
  - a) smoke cigarettes inside the car,
  - b) use the car to start other vehicles, and also to tow other vehicles, trailers or any other subjects,
  - c) make any alterations or changes to the car,
  - d) exceed the load capacity of the car,
  - e) use the car during races, rallies or other competitions,
  - f) transport animals inside the car,
  - g) wrap the car with materials of any kind,
  - h) transport materials and/or substances likely to cause damage, destruction or contamination of the car,
  - i) drive the car under influence of alcohol, intoxicating substances or other psychotropic substances.
8. All costs and expenditures resulting from using the car in a manner conflicting with the Regulation shall be borne by the Lessee.

#### **Breakdowns, damage or theft of the car**

1. The Lessee, under the pain of contractual penalty, shall make the car available to the Lessor or shall personally drive the car to the place specified by the Lessor in order to perform periodic inspection of working order, repairs or tires change in the place and at the time specified by the Lessor.
2. The Lessee is obligated to notify the Lessor about required inspection of working order or repairs of the car.
3. The Lessee must not make any repairs and/or tow the car without consent of the Lessor. The Lessee shall borne the costs related to such actions. In case of leaving the car outside the place specified for return and/or if the car is inoperative or damaged for the reasons attributable to the Lessee, the Lessee shall borne the costs of towing the car. The abovementioned does not preclude the Lessor from pursuing the compensation on the basis of general provisions.
4. In case the Lessee does not provide the car for inspection of its working order, which would constitute the basis for loss of car manufacture's guarantee, the Lessee shall borne the administrative fee in the amount of PLN 5000.
5. The Lessee is obligated to pay all monetary claims resulting from the damage to the car, including its external elements and elements of internal equipment, caused by the Lessee or the person who was entrusted with using the car.
6. In case referred to in clause 5 above, the Lessee is obligated to borne the costs of repairing the car in full amount if the insurance provider refuses to pay the compensation; if the costs of repairing the car exceed the amount of compensation awarded by the insurance provider – to borne the difference between these amounts. The costs shall be calculated based on the estimated expenses list prepared by an authorised car repair service provider appointed by the Lessor.
7. In case of the theft of the car, its damage, a collision or traffic accident, the Lessee is obligated to immediately notify the Police office and the Lessor about such fact. Additionally, the Lessee is obligated to cooperate with the insurance provider to the extent necessary to liquidate the damage, in particular to provide:
  - a) the damage report on the basis of the form located in the car,
  - b) copy of the Lessee's driving license or copy of the driving license of the person who actually was driving the car,
  - c) copy of the Lessee's identity card or copy of the identity card of the person who actually was driving the car,
  - d) car documents,
  - e) car keys,
  - f) statement of the damage perpetrator, if such statement is given or the Police unit arrived at the place of the relevant accident.

8. In case of the theft of the car, the Lessee is obligated to return immediately the car keys and the car documents to the Lessor.
9. The Lessee is obligated to liquidate the damage incurred by the Lessor as a result of theft or total damage of the car, to the extent that the damage is not liquidated by the compensation awarded and paid by the insurance provider, in particular to pay the market value of the car established on the basis of calculation prepared by authorised car dealer appointed by the Lessor.
10. Immediately after returning the car or after receiving the decision issued by insurance provider on refusal of compensation payment, the Lessor is entitled to charge the Lessee with the costs of:
  - a) liquidation of damage caused by improper use of the car and/or Lessee's negligence that are not covered by the insurance policy (e.g. minor damage to the car body),
  - b) loss of the market value by the car caused by its damage if such damage is attributable to the Lessee or the person actually driving the car.

#### **Substitute car**

1. In case of immobilization of the car for a time period longer than 12 hours, the Lessor shall provide the Lessee with another car (a substitute car in a similar class to the rented car, if possible) or return the rental fee to the Lessee in a manner proportionate to unused rental period provided for in the Agreement or the Order/Commission.
2. Unless otherwise agreed by the Parties, the substitute car from the time of its collection by the Lessee based on the Protocol becomes the target car and its use shall constitute continuation of the Agreement or the Order/Commission.
3. In case of the total damage or theft of the car, the Parties shall decide jointly about terms and conditions for continuation of the Agreement or Order/Commission by using the substitute car as the target car.
4. The Lessee is not entitled to the substitute car in case of:
  - a) damage caused by the Lessee's gross negligence;
  - b) loss of the car documents, car keys/card or insurance policy due to reasons attributable to the Lessee;
  - c) immobilisation of the car outside the territory of the Republic of Poland;
  - d) parking damage and vandalism, as well as flat tire.

#### **Rental fee**

1. The rental fee is charged for each 24 hours (payment period) at the rate specified by the Agreement or the Order/Commission. Delay in returning the car up to one hour does not result in charging rental fee for another 24 hours. The rental fee is collected in advance.
2. In case of rental with third party liability insurance – to be provided to the Lessor, at the latest at the moment of collecting the car, the power of attorney form, signed by the holder of the vehicle who has suffered damage in connection with the vehicles traffic, necessary for non-cash settlement.
3. The rental fee includes the third party liability car insurance and accidents insurance. The rental fee does not include fees for additional services, which, if ordered by the Lessee, are payable according to the price list.
4. At the Lessee's request submitted within 7 days from returning the car, the Lessor shall issue the VAT invoice. The Lessee agrees to issuing the VAT invoice without its signature.
5. All charges connected with damage or theft of the car and fees for additional services are settled pursuant to the regulation.
6. At the time of signing the Agreement or the Order/Commission, the Lessee shall pay the Lessor a deposit calculated on the basis of the price list, constituting financial security of the Lessor's claims against the Lessee provided for by the Agreement or the Order/Commission and regulation of the Lessor's receivables. The deposit is allowed to be paid in cash or by the pre-authorisation encumbering the credit card. The deposit is refundable (in full or in part) if there are no grounds – examined when the car is being returned - for its total or partial retention.
7. If expenses and charges for the repairs must be set-off against the deposit, the deposit shall be retained by the Lessor until the date of completion of the repairs or the date of the last of the repairs. The Lessor shall return to the Lessee the remainder of the deposit within 14 days from such date, provided that the costs of repair or repairs did not exceed the amount of the deposit.
8. The Lessee is obligated to pay to the Lessor following additional fees in the net amount +VAT:
  - 1) Pick-up/ drop-off of the car in Warsaw – PLN 50.00/PLN 50.00,
  - 2) Pick-up/ drop-off of the car near Warsaw – (up to 30 km) PLN 100.00,
  - 3) Pick-up/ drop-off of the car more than 30 km – PLN 1.00 per each km,
  - 4) Services from 18:00 to 08:00 – PLN 50.00,
  - 5) Services on holiday days – PLN 50.00,
  - 6) Missing/destroyed registration card, registration plate, registration sticker on the window – PLN 300.00,
  - 7) Missing/destroyed car key without central car locking remote control – PLN 400.00,

- 8) Missing/destroyed central car locking remote control – PLN 300.00,
  - 9) Missing/destroyed car key with central car locking remote control – PLN 700.00,
  - 10) Missing/destroyed company markings (frame, sticker) – PLN 200.00,
  - 11) Missing/destroyed radio panel – PLN 300.00,
  - 12) Unauthorised use of the car outside the territory of Poland – PLN 1000.00,
  - 13) Smoking cigarettes inside the car – PLN 500.00,
  - 14) Missing original hubcap/substitute hubcap – PLN 200.00/PLN 100.00,
  - 15) Returning uncleaned car – PLN 200.00,
  - 16) Upholstery washing – PLN 400.00,
  - 17) Losing guarantee for the reasons attributable to the Lessee – PLN 5000.00,
  - 18) Missing technical documents (service book, operating manual, etc.) – PLN 500.00,
  - 19) Missing/damaged car parts, car equipment, and/or other vehicle elements – fee according to the manufacture price list +20%,
  - 20) Administrative Fee for commencing car appropriation proceeding – PLN 10000.00,
  - 21) Delayed return of the car – 1.5 of the daily rental fee for each started day (24 hours),
  - 22) Administrative fee for each damage liquidated from Auto-Casco policy – PLN 500.00,
  - 23) Participation fee for total damage or theft – PLN 3000.00,
  - 24) Deductible fee – PLN 50 per day (24 hours)/ PLN 1000 per month,
  - 25) Providing written information requested by the law enforcement authorities and/or administrative authorities on the vehicle user and the vehicle used for committing an offence and/or a crime – PLN 100.00,
  - 26) Administrative fee for fuel refuelling – current price per litre of fuel + PLN 50 for provided service.
9. Payment of the additional fees stipulated above does not preclude the Lessor from demanding compensation based on the general provisions specified by the Civil Code.

**Final provisions:**

1. All prices listed in the regulation are net amounts.
2. Any amendments to the Rental Agreement must be in writing under the pain of nullity.
3. Reclamations and complaints shall be send by the letter at the address of Lessor's registered office or by a-mail at the address: [biuro@toleo.pl](mailto:biuro@toleo.pl).
4. The Parties obligate themselves to notify immediately each other about the change of address for services, or otherwise the statements and letters addressed at the previous address shall be deemed duly delivered.
5. TOLEO Sp. z o.o. is the administrator of personal data. The personal data is being processed by TOLEO Sp. z o.o. or the third parties cooperating with it in order to perform the rental agreement, for the purpose of direct marketing of own products or services by TOLEO Sp. z o.o. The personal data are freely given. The data subject is allowed to access the provided personal data and request rectification.
6. This regulation and the rental agreement are governed by the Polish law. All legal disputes arising in connection with the rental agreement shall be settled by the court having local jurisdiction over the place of Lessor's registered office, except for the disputes to which a consumer is a party, within the meaning of Art. 221 of the Civil Code, which shall be settled by the court having general jurisdiction.
7. The Lessee represents and confirms that it familiarised itself with this Regulation and the terms and conditions of vehicle insurance, understands their content, and confirms that:
  - a) the provided data is correct and true;
  - b) has full legal capacity to enter into agreements;
  - c) has required qualifications and licenses to drive a car, especially it is not deprived of the right to drive a car by the virtue of court judgment or authorised authority,
  - d) the is no pending proceeding against it that would result in revocation of the right to drive a vehicle.

I have read and understood this document constituting Appendix No. 1 to the rental agreement No. ....

dated .....

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(Lessee's signature)