

## **General Terms and Conditions of Vehicle Rental Agreement**

This instrument is valid for all companies operating under the “Unidas”, “Alamo” and “National” brand in the rental of vehicles in the national territory, both in their own stores or contractually authorized franchises, hereinafter simply referred to as “Agreement”.

### **1. DEFINITIONS**

1.1. **Accident** – means the occurrence of an involuntary, casual event involving the rental vehicle.

1.2. **Risk Coverage** – means the protections used to cover damages to the rental vehicle, bodily injury of the occupants, damages and third party bodily injury.

1.3. **Agreement** – means this instrument, which sets forth the general rules applicable to rentals of vehicles under the “Unidas”, “Alamo” and “National” brands in the Brazilian territory.

1.4. **Agreement Statement** – means the document that identifies each actual rental, and which also contains details of the rental vehicle, prices, term and other rental conditions, including those contained in the information leaflet and/or tariffs in force.

1.5. **Express Return** – means the service available in certain stores, upon prior confirmation and scheduling, at which the Client may elect to return the rental vehicle outside the store working hours.

1.6. **Vehicle Rental Rate per Day** – means the minimum period of twenty-four (24) hours to rent vehicles.

1.7. **Driver Rate per Day** – means the minimum period of eight (8) hours to engage the services of an Executive Driver provided by the Rental Company.

1.8. **Rental Company** – means the legal entity that provides the rental vehicle, which is linked to the “Unidas”, “Alamo” and “National” brands, as duly identified in the Agreement Statement.

1.9. **Client** – means the legal entity or individual so identified in the Agreement Statement in charge of engaging the rental of vehicles.

1.10. **Additional Driver(s)** – are the legal entity(ies) so identified in the Agreement Statement, which shall also be authorized to drive the rental vehicle, provided that up to four (4) Additional Drivers may be registered per rental vehicle.

1.11. **Executive Driver** – means a driver engaged by the Rental Company, when expressly requested by the Client, who shall be allocated to the engaged rental to drive the rental vehicle.

1.12. **No-Show** – is the word used when the Client fails to appear at the store to pick up the vehicle within two (2) hours after the time scheduled in booking.

1.13. **Mandatory Interest** – means the financial interest due by the Client in order to be entitled to the Risk Coverage engaged for each rental/replaced vehicle, if involved in an Accident. The Mandatory Interest amounts are described in the information leaflet and/or tariffs in force at the Unidas Chain stores, and on: [www.unidas.com.br](http://www.unidas.com.br)

1.14. **Pre-Authorization** - means a certain amount that is blocked in the credit card provided by the Client at the time of execution of the Agreement Statement. The pre-authorization amounts may vary according to the category of rental vehicle, engaged protections and rental period.

1.15. **Representative(s)** – means the individual(s) duly authorized by the Client to represent it in all acts performed under the Agreement Statement.

1.16. **Protection** – means the daily fee engaged and paid by the Client to have the coverages set forth in Section 7.1 of this Agreement.

1.17. **Unidas Chain** – means the points of assistance of the “Unidas”, “Alamo” and “National” brands distributed in the Brazilian territory in a specific leaflet and on [www.unidas.com.br](http://www.unidas.com.br)

1.18. **Vehicle Driving Restriction** – means the traffic restriction in the wider central area of the City of São Paulo (Capital City). The restriction is effective from Monday to Friday, from 7 a.m. to 10 a.m., and from 5 p.m. to 8 p.m., based on the last digit of the license plate for each day of the week, as follows:

<b>Plate Last Digit</b>	<b>Day of Week</b>
1 and 2	Monday
3 and 4	Tuesday
5 and 6	Wednesday
7 and 8	Thursday
9 and 10	Friday

If the client drives the car on the days and hours set forth in the table above he or she will be subject to a traffic ticket, as set forth in the applicable law.

1.19. **Unidas Tariffs** – means a list with the vehicles available for rental at Unidas stores, as well as the prices charged, including tariffs per day of rental, protections offered, and optional items. Unidas Tariffs are available at all Unidas stores and on [www.unidas.com.br](http://www.unidas.com.br)

## 2. PURPOSE

2.1. The purpose of this Agreement is the rental of a vehicle owned or held by the Rental Company, which vehicle will be delivered with all equipment required

by the Brazilian Traffic Code and in perfect conditions of use and safety, as confirmed and accepted by the Client, its Representative and/or Additional Driver(s) at the pickup time.

2.2. In order to rent a vehicle at Unidas, the Client, Additional Driver or the Representative shall:

- a) present a valid Driver's License issued by the Federative Republic of Brazil, it being understood that only the printed original document shall be accepted by Unidas;
- b) submit an identity card and a Tax ID (CPF). If an original identity card (RG) or driver's license (CNH) containing the CPF number is submitted, the CPF is not required;
- c) submit a nominal credit card for the pre-authorization transaction. No pre-paid or online cards shall be accepted for this transaction; and
- d) have his or her information and credit review approved by the Rental Company.

2.3. In general the same rules applicable to Clients under this Agreement shall be applicable to foreign clients. However, different car rental conditions must be consulted with the store at the time the client picks up the vehicle. Foreign Clients from Mercosur countries, with no passport, shall be required to submit original documents demonstrating their admission to Brazil issued by the Federal Police, and a valid Driver's License and Identity Card of the country of origin.

2.4. In case the Client fails to meet the criteria required by the Rental Company to drive the rental vehicle, he or she may designate Additional Driver(s). In this case, the Client is aware of and agrees that he or she shall refrain from driving the rental vehicle and take all responsibilities for acts performed by the individuals designated thereby.

### **3. RENTAL PRICES AND PAYMENT**

3.1. The initial payment for the rental shall be made when the rental vehicle is picked up or at the time of the booking made by electronic means, and may be paid in cash or using debit or credit cards, except if the payment is made using pre-paid credit cards, and shall include the following fees, if so engaged: daily tariffs, operating costs, protections, accessories and additional services. In case of specific Commercial Agreements, different price and payment terms may be agreed upon by the parties.

3.2. The aggregate rental amount comprises the initial rental payment, set forth in Section 3.1 above, and the sum of the items to be calculated at the closing of the Agreement Statement or in case of termination of the Agreement, such as:

- a) **Daily Tariff, Excess Hours and Excess Daily Tariffs** – Daily Tariff means a twenty-four (24) hour period starting from execution of the Agreement Statement. Upon termination of the daily tariff, there is a tolerance of one (1) hour to return the rental vehicle. After that period, additional excess hours shall be charged up to the sixth hour. After the end of the sixth hour, an additional daily tariff shall be charged. For instance:

Type of Charge	Period in Hours	Example	EXAMPLE CHART
Initial daily tariff engaged	Twenty-four (24) hour period	From 9 a.m. to 9 a.m. of the next day	<p>10/1 09h</p> <p>11/1 09h</p> <p>11/1 10h</p> <p>11/1 15h</p> <p>12/1 09h</p> <p>1ª diária</p> <p>Tolerância</p> <p>Até 6 horas Extras</p> <p>1ª Diária Extra</p> <p>Deste ponto em diante o processo de tolerância, horas extras e diárias extras se repete.</p> <p>Legend:  1st daily period  Tolerance  Up to 6 overtime hours  1st extra daily period  From this point on, the tolerance process, overtime and extra daily periods are repeated.</p>
Daily tariff delay tolerance	One (1) hour period, <b>not charged</b>	From 9:01 a.m. of the next day to 10 a.m. of the following day	
Excess Hours	Period of up to six (6) hours after the end of the period of the engaged daily tariff shall be collected in accordance with the amounts set forth in the Unidas Tariffs. <b>From the end of the tolerance period the entire delayed period shall be charged, including the tolerance hour.</b>	From 9 a.m. of the following day to 3 p.m. of the following day.	
Excess Daily Tariff	After the end of the excess hours, excess daily tariffs shall be charged, considering the period of twenty-four (24) hours, counted from the end of the initially engaged daily tariff.	From 3:01 p.m. of the following day an excess daily tariff shall be charged until 9 a.m. of the following day.	

b) **Mileage** – if the tariff is not engaged with free kilometers, the Client shall then observe the engaged mileage. If the mileage used is in excess of the engaged mileage, additional fees shall be charged according to the prices fixed by the Rental Company, available in the Unidas Tariffs. If the Rental Company verifies

violation of the odometer, the Client shall pay the equivalent to two hundred and fifty (250) kilometers per day of the rental vehicle, calculated during the entire rental period, without prejudice to any losses and damages to vehicles of the Rental Company.

c) **Daily Protection for Risk Coverage** – means the coverages engaged by the Client, as set forth in Section 7.1. of this Agreement.

d) **Car delivery and return fee** – means the fee that may be charged to the Client upon returning the rental vehicle in a store other than that where the vehicle was picked up. Availability of that service shall be consulted in advance in one of the stores of the Rental Company.

e) **Mandatory Interest** – means the interest fee charged to the Client to use the engaged protections.

f) **Amounts in excess of the Mandatory Interest** - means the engagement of a protection. In case of situations causing breach of protection, the Client shall pay any differences calculated by the Rental Company.

g) **Fuel, plus operating costs** – in the event the Client returns the rental vehicle with less fuel than when he or she picked it up, he or she shall pay the different in accordance with the fees fixed by the Rental Company.

h) **Damages and Indemnifications** – if any damages are verified in the rental vehicle, at the time of return thereof, the Client shall be charged the amounts of the respective damages up to the limit of the Mandatory Interest. In case the Client causes damages to third parties, amounts that the Rental Company is required to pay to repair such damages may be charged.

i) **Penalties arising from traffic violations** – The Client shall be charged the full amount of the traffic violation, plus 20% as operating costs incurred by the Rental Company.

j) **Operating Costs** – means the fees charged for the management of this Agreement in the percentage of 12% on the aggregate rental price.

k) **Additional rental fee in airports** – Additional fees may be charged in the event of car rental in airports.

l) **Additional Driver Fee** – Fee charged per Additional Driver included in the Agreement, charged per day.

m) **No-Show Fee** – Fee charged for failure by the Client to appear to pick up a previously booked vehicle. The amount charged is available in the Unidas Tariffs.

n) **Car Wash Fee** – In the event the Rental Company verifies at the time the rental vehicle is returned that there is a need to wash the vehicle, a wash fee shall be charged according to market prices.

o) **Expenses to replace keys and/or documents of the vehicle** – Fee charged in case of loss, theft or stealing of the vehicles of the Rental Company.

p) **Rental Company driver daily fee and any excess hours and driver allowance** – In case the Client fails to appear, as set forth in Section “n” above, one (1) additional daily tariff and expenses of a driver shall be charged, when requested at booking, including toll, parking lot, meals and accommodation for the driver.

q) **Fees/reimbursements** – Any fees and reimbursements contained in the information leaflets and/or Unidas Tariffs.

r) **Financial charges** – In case of delay to pay, financial charges may be charged according to the bank fees usually charged in the market.

s) **Seized Vehicle Expenses** – Collection of expenses borne by the Rental Company in the event the rental vehicle is seized to car yards and warehouses

of motor vehicle authorities, including daily charges and fees charged by such authorities, as well as fees of attorneys and/or brokers to release the vehicle, certified copies and certification of signatures in events caused by the Client.

t) **Accessory Fee** – Collection of accessories of the rental vehicles that are not charged by the engaged protections, or even in case such protections have been engaged.

u) **Loss of Profit** – Means the profits the Rental Company failed to obtain with the rental vehicle by virtue of conducts of the Client, his or her Representative or Additional Driver, including theft, stealing, Accident, calculated based on the price of the daily tariff engaged. Such amounts shall be charged in case the respective protection has not been engaged or in cases of loss thereof.

#### **4. TERMS, DELIVERY AND RETURN OF THE VEHICLE**

4.1. The maximum rental period in the Rent a Car system is thirty (30) days. In case the Client elects to remain with the rental vehicle after the initially engaged rental period he or she shall appear to one of the Unidas Chain stores to confirm whether or not the vehicle is available, confirm the new rental period and execute a new Agreement Statement.

4.1.1 In the event such procedure is not complied with and the vehicle remains with the Client, new thirty (30)-day rental periods shall start, and the amount charged shall be based on the Unidas Tariffs in force corresponding to the new periods (number of days) of use of the rental vehicle, until the date of actual return thereof, in accordance with the conditions agreed upon in Commercial Agreements with companies, private transport apps, and travel agencies.

4.1.2. The parties agree that signatures affixed by the Client and/or his or her Representative under the Agreement Statement at the time he or she picks up the vehicle(s) shall serve for all legal purposes and effects as if transcribed in the Agreement Statements subsequently opened to proceed with the rental in subsequent months.

4.2. In case the rental vehicle is early returned, the amount charged shall be based on the Unidas Tariffs in force corresponding to the actual period of use (number of daily tariffs), in accordance with the conditions agreed upon in Commercial Agreements with companies, private transport apps, and travel agencies.

4.2.1. Only for the case of Client with Commercial Agreements linked to individual private transportation applications, the monthly tariff shall be paid in advance. In case the Client returns the rental vehicle before completing the first monthly thirty (30)-day period, the monthly amount paid in advance shall not be returned by Unidas, in view of the discount granted in the tariff. As from the second month the amounts shall be returned to the Client on a prorated basis, according to the national tariff in effect.

4.3. The rental vehicle shall be returned at the store it was picked up, on the date and at the time set forth in the Agreement Statement, and the Client shall be granted one (1) hour of tolerance in case of delay to return. Return in a different

store shall be allowed only with the authorization of the original store and payment of the respective Return Fee of the rental vehicle.

4.4. If the vehicle is returned after the date and time expected for termination of the rental, even in excess of the tolerance time granted, excess hours shall be charged at the ratio of 1/6 of the daily tariff of twenty-four (24) hours engaged, up to six (6) hours. After six (6) excess hours, a new excess daily tariff shall be charged on the vehicle.

4.4.1. In case the tolerance hour is exceeded, a new daily tariff of the protections engaged shall be charged.

4.4.2. The deadline to return the vehicle shall be twenty-four (24) hours after the time originally established in the Agreement Statement. In case the rental vehicle is not returned at the time and on the date scheduled, the provisions of Section 4.6. below may apply.

4.5. In case the driver provided by the Rental Company is engaged, the hours in excess of the eighth (8<sup>th</sup>) shall be charged as excess hours.

**4.6. Failure to return the rental vehicle within the deadline set forth in Section 4.4.2. above shall result in loss of all discounts and special tariffs that may have been granted, and the amount of the Unidas Tariffs then in force shall be charged (available in the leaflet at the Unidas Chain stores and on [www.unidas.com.br](http://www.unidas.com.br)), and may result in immediate taking of all applicable court actions, including Search and Seizure of the rental vehicle and filing of a police report, provided that the Client shall compensate the Rental Company for all expenses arising from undue retaining of the vehicle, and further pay any court and/or out-of-court expenses that the Rental Company may have to disburse for actual repossession of the vehicle.**

4.6.1. During the period initially engaged by the Client, the discounts and promotional tariffs shall be maintained. After the period initially engaged, excess daily tariffs and excess hours shall be charged, based on the Unidas Tariffs in force, and the provisions of Section 4.6 shall apply.

4.7. In the event the Client elects for the Express Return Unidas, provided that such service is available, it shall at the time of execution of the Agreement Statement request the envelope required for the "Express Return", and strictly follow the rules contained in the respective envelope, provided that:

4.7.1. The Express Return Unidas envelope in an integral part of this Agreement, but in case of divergences between the information entered by the Client in the envelope, including mileage and fuel and the information verified by the Rental Company, those verified by the Rental Company shall prevail.

4.7.2. The vehicle shall be parked only at the locations previously indicated by the Rental Company, under penalty of the Client being held accountable for any and all events occurring for as long as the Rental Company does not hold possession of the vehicle.

4.7.3. In case of any occurrence or Accident with the rental vehicle, the Client may not use the Express Return Unidas.

## 5. OBLIGATIONS OF THE RENTAL COMPANY

5.1. Grant the Client the provisional possession of the vehicle during the engaged period, for as long as the rental amounts engaged hereunder are not paid.

5.2. Provide the Client with optional Risk Coverage protections in accordance with the type engaged, provided that the Client previously agree in writing therewith by paying the additional daily tariff and the respective Mandatory Interest, in case of an Accident, as set forth in Section 7.1 of this Agreement.

5.3. In case any amount is blocked in the Client's credit card, after return of the rental vehicle and payment of the amounts due for the rental, the Rental Company shall request the credit card operator to unblock the respective amounts.

## 6. OBLIGATIONS OF CLIENT

6.1. The Client shall:

a) take responsibility for the custody and proper use of the vehicle during the rental term, using it in accordance with the manufacturer's specifications, in proper dirt roads or urban streets and official highways, and refrain from reckless driving or carrying that would otherwise jeopardize the performance or integrity of the vehicle and accessories thereof, **under penalty of taking responsibility for misuse of the rental vehicle, irrespective of other applicable penalties set forth in the applicable law;**

b) return the vehicle to the Rental Company on the date set forth in the Agreement Statement, under penalty of Misappropriation, and in this case the Client shall be subject to the penalties set forth in Section 4.6. of this Agreement;

c) return the vehicle to the respective store he or she picked up it, in the same conditions it received it. The vehicle may, however, be returned to any other Unidas Chain store, as set forth in Section 4.3. of this Agreement;

d) take responsibility for payment of penalties arising from traffic violations during the period the vehicle was under his or her responsibility, and authorize the Rental Company to charge the rental amount in the debit or credit card provided;

e) inspect the vehicle at the time of return thereof, and the Client represents that it has delivered the car free of any property or valuables, and hereby expressly waive any claim in that respect;

f) return the rental vehicle with the amount of fuel as it received it, under penalty of the amount of missing fuel being charged, plus any operating costs corresponding to the fueling service provided;

g) accept that the Rental Company notifies by all legal means available any lawsuits that may be filed by third parties involving the rental vehicle, and he or she shall be included as defendant in such lawsuits to take responsibility for any amounts in excess of the coverages set forth herein to undertake the financial responsibility and/or ensure any rights of compensation of the Rental Company.

**The Client shall take responsibility for paying loss of profit that third parties may claim in court by virtue of the irregular conduct of the Client;** and

h) prevent third parties not specified in the Agreement as Additional Driver(s) to drive the rental vehicle, under penalty of losing the right to the risk coverages



engaged hereunder, in which event the Client shall take all responsibilities and financial obligations arising from the rental of the vehicle, including damages caused to the rental vehicle, as well as pain and suffering, damages and bodily injury to third parties.

**6.2. The Client shall expressly refrain from driving/using the rental vehicle:**

- a) under the influence of alcohol, drugs, narcotics or medicines that may affect his or her driving ability, as well as authorize or handle over the rental vehicle to be driven by individuals under such influence;
- b) for carrying goods or materials not allowed by the law or the sizes and/or characteristics of which are incompatible with the vehicle specifications, but not restricted to carrying valuables, beverage, narcotics, drugs or any type of narcotic substance;
- c) for illegal means;
- d) for carrying explosives or inflammables;
- e) for police chasing;
- f) for towing, pushing or pulling other vehicles or objects;
- g) for driving lessons or driver training;
- h) for escort, security activities, rescue or ambulance;
- i) for driving in mining area or any type of related activity;
- j) for rental purposes, except under Commercial Agreements executed for that purpose;
- k) as taxi or collective transport;
- l) in speed tests or sports races, bets, illegal street racing or competitions of any type;
- m) drive the rental vehicle outside the Brazilian territory;
- n) noncompliance with any restrictions set forth in this Agreement and/or the applicable law.

**6.3. The Client shall pay any expenses:**

- a) **Charged thereto under the rental, as set forth in Section 3 of this Agreement, which expenses the Client hereby authorize to be charged directly by the banking system or the credit card used for the rental, even though such expenses have been assessed after the closing of the Agreement Statement; and**
- b) **Arising from damages and accidents caused to the rental vehicle and third parties, even though they have occurred while the driver engaged with the Rental Company was driving the vehicle, and provided that such driver has not caused the accident.**

**6.4. In case of theft, stealing (including accessories) and Accidents, whether or not it involves third parties, the Client shall:**

- a) **inform the Rental Company within one (1) hour from the time the Client becomes aware of any of such occurrences, and, thereafter, inform the police authorities; and**
- b) **provide the Rental Company with the Police Report number within six (6) hours from the event of any such event mentioned in the introductory paragraph of this item, and submit it within twenty-four (24) hours after the occurrence, under penalty of losing the Risk Coverage engaged hereunder.**

6.5. The Client may not make repairs and services to the rental vehicle without the prior express consent of the Rental Company, under penalty of not being reimbursed and paying for any damages caused to the vehicle.

6.6. As there is no coverage option in case of misappropriation of the vehicle, the Client hereby agrees that in case misappropriation is characterized, the Rental Company may collect the full amount of the rental vehicle, considering the market value of the vehicle set forth in the FIPE table.

## 7. RISK COVERAGE PROTECTIONS

7.1. The Client may engage one of the types of protection listed below:

a) **Partial Protection (PP)** – means the coverage of partial risk for the rental vehicle in cases of fire, theft, stealing and total loss of the rental vehicle and damages caused to the vehicle as a result of crashes and/or accidents, provided that the Client shall pay the Mandatory Interest corresponding to the class of the rental vehicle, according to the conditions set forth in the Unidas Tariffs then in force.

b) **Third Party Protection (PT)**: means the coverage against damages and bodily injury caused to third parties as a result of accidents involving the rental vehicle (up to the aggregate limits set forth in the respective Unidas Tariffs then in force), provided that the Client shall pay the Mandatory Interest corresponding to the rental vehicle group class.

c) **Protection to Occupants of the Rental Vehicle and Third Parties (POT)** – means the coverage for bodily injury to occupants of the rental vehicle and coverage of damages and bodily injury to third parties, provided that the Client shall pay the Mandatory Interest corresponding to the rental vehicle group class.

d) **Complete Protection (PC)** – means the coverage of bodily injury to occupants of the rental vehicle and the coverage of damages and bodily injury to third parties, in addition to the coverage of partial risk for the rental vehicle in cases of fire, theft, stealing and total loss of the rental vehicle, damage and/or losses caused to the vehicle in view of collisions and/or accidents, provided that the Client shall pay the mandatory participation corresponding to the category of the rental vehicle group, according to the conditions established in the Unidas Tariffs in effect.

e) **Super Protection (PS)** – means the Complete Protection coverage set forth above, but there is a reduction in the Mandatory Interest and previous authorization values corresponding to the rental vehicle group class.

f) **Super Zero Protection (PSZ)** – means the same coverage of the Complete and Super Protections set forth above. However, the amounts of the mandatory interest shall be exempted.

7.2. **The amounts to be paid by the Client to engage the protections set forth above and the respective Mandatory Interest shall vary according to the type of protection engaged and the class of the rental vehicle. The prices are available in the Unidas Tariffs in force, available at the Unidas Chain stores and on [www.unidas.com.br](http://www.unidas.com.br). Such amounts may be changed at any time by the Rental Company with no prior notice, for which reason we recommend the Client to check such prices at the time of engagement.**

**7.3. In case the protection engaged by the Client is not sufficient to cover all damages caused, the Client may be required to pay any such differences.**

**7.4. The Client represents to be aware of and agrees that none of the protections offered by the Rental Company has coverage for pain and suffer, esthetic damages and loss of profit, and the Client shall pay any such amounts, even to third parties.**

## **8 – LOSS OF PROTECTION**

**8.1. In case of loss of the right to coverage of the protections, SUCH AS, FOR INSTANCE, in cases the Client, his or her representative or Additional Driver(s):**

- a) fail to immediately inform the Rental Company of any and all occurrences involving the rental vehicle, as set forth in Section 6.4. of this Agreement;
- b) fail to comply with the conditions relating to the protections engaged;
- c) violate any regulations of motor vehicle laws, whether or not it is set forth in this Agreement;
- d) fail to pay the Mandatory Interest;
- e) in case of any occurrence, fail to fill out the Accident Card(s), which may be obtained from any Unidas Chain stores;
- f) misuse the rental vehicle, which may be demonstrated by a certificate/document provided by a repair shop or car dealer;
- g) act with negligence or imprudence while driving the vehicle;
- h) drive or use the vehicle in any of the situations described in Section 6.2. of this Agreement;
- i) at the time of the Accident, theft or stealing, the driver of the rental vehicle is not duly identified in the Agreement Statement, including authorization to drive the rental vehicle;
- j) in case of misappropriation of the rental vehicle or fraudulent pretenses;
- k) drive the vehicle outside the Brazilian territory;
- l) enter into settlements with third parties in case of claims without the formal, express consent of the Rental Company;
- m) cause or simulate a claim, including untrue and/or incomplete statements or omitting circumstances that would change the investigation of the facts;
- n) attempt to obtain illegal benefits from the Rental Company;
- o) failure of the driver to take the alcohol test required by police or motor vehicle authorities.

**8.2. In case of loss of the right of the protections engaged, the Client shall pay all burdens arising from any event involving the rental vehicle and the consequences thereof, even before adversely affected third parties, in and out of court, for damages, bodily injury or pain and suffering.**

**8.3. In case of loss of the protection engaged hereunder or indemnification in excess of the engaged protection(s), in the event the Rental Company recovers the vehicle(s) and/or indemnifies any third parties involved in an Accident which has been the responsibility of the Client, the Client shall compensate all such amounts disbursed by the Rental Company as set forth in this Agreement.**

**8.4. Payment of the Mandatory Interest set forth in Section 7.1. of this Agreement shall be irrespective of the fact that the Client, the Representative or Additional Driver having or not acted in bad-faith or fault in the Accident, theft or stealing that caused the obligation to pay the interest set forth herein, which shall always be paid by the Client, even though the Rental Company receives the damages caused to the rental vehicle or if it is recovered. Such mandatory payment by the Client constitutes its interest in the coverage due.**

8.4.1. Payment of the Mandatory Interest shall be due even in case of theft or stealing of the rental vehicle, whether or not it is recovered, including the time lapse from the date of the event and the date of recovery.

8.4.2. In case the Rental Company provides the Driver, the Mandatory Interest shall be due only in cases the Driver has not contributed towards the Accident.

## **9 – FAILURE TO ENGAGE THE PROTECTION**

9.1. The Client may not engage the protections set forth in Section 7.1 above. However, in such event, **it shall be fully responsible for any damages caused to the rental vehicle**, including loss of accessories, theft, stealing, crash, fire, explosion and any other damages caused to third parties, the vehicles and occupants.

**9.1.1. In the event the Client fails to engage the protection for third parties, the Client shall compensate the Rental Company for all losses caused to third parties that the Rental Company may have been sentenced to pay.**

9.2. The Client shall take responsibility for any Loss of Profit of the Rental Company during the period the vehicle remains unavailable for rental by virtue of the time required to make repairs, in addition to the costs and expenses to fully repair the rental vehicle, which repair will be performed in care dealers and/or repair shops previously authorized by the Rental Company.

9.3. In case of theft, stealing or misappropriation, and no protection has been engaged, or else, in case of loss of the protection engaged, the Client shall compensate the Rental Company for the market value of the rental vehicle, as set forth in the FIPE.

9.4. In case of total loss of the rental vehicle, in which event the recovery is in excess of sixty-five percent (65%) of the market value thereof, the Client shall take responsibility for paying the full amount of the vehicle set forth in the FIPE table. After paying the amount of the vehicle, the Rental Company shall inform of the sale.

9.5. The Client hereby agrees that the Rental Company may be included as defendant in lawsuits filed by third parties, provided that in this case it shall exclusively undertake all the burden from such claims. Receipt of any amounts by the Rental Company does not assume full settlement of all losses caused.

## **10 – CLAIMS AND OBLIGATIONS FOR PROTECTION COVERAGE**

10.1. In order for the Client to be entitled to coverage of the protections engaged hereunder, it shall comply with all obligations set forth in Section 6 of this Agreement.

10.2. Specifically regarding the **Super Protection (PS)** and **Protection to Occupants of the Rental Vehicle and Third Parties (POT)**, in order to be entitled to the coverage engaged, in addition to complying with the obligations set forth in Section 6 of this Agreement, the Client, Occupants or Third Parties shall have to submit to the Rental Company, only once, evidence of the expenses relating to the Accident directly involving the rental vehicle. Except if there is proof that it is impossible, **after opening the review process of the request for reimbursement, the Client may not request addition of other evidence/documents for review.**

10.2.1. Expenses shall be actually reimbursed up to the limit of the amounts engaged by the Client, and, provided that such expenses are demonstrated by documents and are directly and exclusively related to the rental vehicle or the Accident directly involving it.

10.2.2. Expenses to Third Parties shall be actually reimbursed up to the limit of the amounts engaged by the Client and provided that such expenses arise from Accident caused by the rental vehicle. Such expenses shall be demonstrated by documents, as set forth in Section 10.2. above.

10.3. In case the rental vehicle is returned with minor damages or missing any parts or accessories, the Rental Company shall charge them based on the amounts set forth in a specific table, which is applied considering the vehicle group engaged and market prices, up to the limit of the Mandatory Interest.

10.3.1. In case of major damages or those involving Third Parties, the maximum amount charged shall be the Mandatory Interest, corresponding to the protection engaged. In case of failure to return any part of accessory or return thereof damaged, the total price thereof shall be charged, as set forth in the specific table of the Rental Company.

**10.4. Except for tires, glasses and accessories of the rental vehicle, as well as acts of vandalism, riots, strikes, flood and other public disturbances, damages and events arising from acts of God, are not covered by any of the protections offered by the Rental Company.**

## **11 – TRAFFIC PENALTIES/VIOLATIONS**

11.1. The Client represents to be aware of and agrees that in case of any traffic penalty or violation during the period the vehicle is rented to such Client, his or her name may be provided by the Rental Company to the relevant Motor Vehicle Authority, as driver of the vehicle.

11.2. The Client grants powers to the Rental Company, which shall complete the details relating to the “presentation of the Driver”, set forth in Resolution 404/12, as amended by Resolution 619/16 of CONTRAN, and even sign on behalf of the

Client, in case a notice of traffic violation is drawn up while the vehicle was in possession and under responsibility of the Client, in which situation the Rental Company shall provide to the relevant Motor Vehicle Authority copies of the Agreement and Agreement Statement executed with the Client.

11.2.1. In case the documents submitted to the respective Motor Vehicle Authority are not accepted for any reason, the Client shall then pay the traffic penalties and violations and any aggravations caused for failure to provide the name of the offending driver.

11.3. No discussion on whether or not a traffic claim is enforceable shall be applicable. The Client may, at its sole discretion and expense, appeal of traffic tickets with the relevant Motor Vehicle Authority, which shall not release him or her from paying the ticket amount, but shall be entitled to reimbursement in case the appeal is granted.

11.4. The Client represents to be aware of and agrees that the Rental Company, as owner of the rental vehicle, shall be responsible for paying tickets imposed by the relevant Motor Vehicle Authorities, and may charge to the Client the respective reimbursement of such tickets, plus any charges, even in cases of appeals pending judgment.

11.5. In the event the Client is a legal entity, and the vehicle rented thereby is imposed a ticket, it shall be required to designate the driver of the vehicle at the time of the violation, as set forth in Section 257, paragraphs 7 and 8 of the Brazilian Motor Vehicle Code, provided that failure to designate the driver shall result in transfer of the penalty to the company that rented the car, irrespective of other applicable legal penalties.

**11.6. The Client shall provide the Rental Company with a copy of the traffic notice of violation in case it is imposed by a police or motor vehicle authority.**

## **12. TERMINATION**

12.1. The Agreement shall be automatically terminated in case the rental vehicle is not returned on the date, time and store previously agreed upon under the Agreement Statement, without prejudice to enforcement of the conditions set forth in Section 4.6. of this Agreement.

12.2. At the sole discretion of the Rental Company, in case it is verified that the Client, Representative or the Additional Driver(s) are using the rental vehicle in accordance with any of the situations listed in Section 8.1. above, the Rental Company may terminate the Agreement, irrespective of any notice, and may also, with no further formality, take back and collect the rental vehicle, provided that the Client shall be entitled to no indemnification.

12.3. The Agreement shall also be terminated in cases of noncompliance by either party with the contractual obligations undertaken hereunder, without prejudice to claims for losses and damages.

**12.4. In the event this Agreement is terminated for failure to pay any amounts due hereunder, the rental vehicle, and even a replacement vehicle, may not be withheld by the Client, under penalty of filing a Police Report for misappropriation and taking of all legal actions for search and seizure of the rental vehicle.**

### **13. GENERAL PROVISIONS**

13.1. The Client is aware of and acknowledges that the car rental system operating under the “Unidas”, “Alamo” and “National” brands in the Brazilian territory is formed by a set of various legal entities, each with administrative, financial and legal independence, for which reason it undertakes to submit any court and out-of-court claims only against the company whose corporate purpose is stated in the Agreement Statement of such rental.

13.2. The company referred to as Rental Company in the Agreement Statement shall be the sole responsible for the operation, and there shall be no type of joint contractual or legal responsibility among the other companies acting under the “Unidas”, “Alamo” and “National” brands.

**13.3. Under Section 265 of the Brazilian Civil Code, there is no contractual or legal joint responsibility between the Rental Company and the Client, for which reason, upon the rental and actual pickup of the rental vehicle, the Client undertakes to take its independent possession for all legal purposes, and take responsibility for any indemnifications arising from the use and driving of the vehicle, which responsibility shall continue until actual return of the rental vehicle.**

13.4. In the event the Client is a legal entity, it shall be responsible for all acts performed by its Employees, Agents and Representatives.

**13.5. If the rental vehicle is seized by a Police Authority or the Federal Revenue Office of Brazil, for illegal purposes, fault or bad-faith of the Client, the Client shall pay all losses caused to the Rental Company, including, without limitation, amounts, expenses, fees, penalties and attorneys’ fees incurred, in addition to the full amount of the vehicle, considering the market price set forth in the FIPE table.**

**13.6. The Client takes full responsibility for carrying minors in the rental vehicle, as well as the installation of children car seats, and shall further inform all authorized drivers of the need to comply with such traffic requirement, even in the rental vehicle.**

**13.7. The Client/Representative represents that his or her details and those of the Additional Driver(s) are true, and shall be responsible therefore, as set forth in the applicable law. Also aiming at rendering the verification, negotiation and business transaction process easier for early provision of information thereof, they hereby authorize that their personal details are provided to Credit Protection Authorities, which may use them and pass them on to whoever is entitled to the stored information. Actual rental may**

**be subject to review and approval of the Client credit at the time of execution of the Agreement.**

13.8. The Client agrees that the **signature on the Agreement Statement implies awareness and full adherence by the Client and his or her heirs and successors to the clauses of this Agreement**, and further authorizes the Rental Company to block in his or her credit card an amount of at least the equivalent to the estimated expenses for the engaged rental.

**13.9. The Client/Additional Driver(s)/Representative authorize the collection of their facial and digital biometry for purposes of registration with the Rental Company and its benefit programs.**

13.10. The parties represent that they are aware of and agree that the closing of the Agreement Statement does not fully settle the obligations arising therefrom, provided that the Client and the additional driver(s) may be later compelled to pay the amounts arising from damages, penalties and other expenses that they have caused by virtue of their omission, negligence, imprudence or misuse of the vehicle while it was in possession thereof, provided that such amounts shall be billed and further collected.

13.11. The Parties agree that the signature(s) affixed by the Client, Representative and/or Additional Driver(s) to the Agreement Statement result in awareness and full adherence by the Client and his or her heirs and successors to the clauses of this Agreement, and such signature(s)/initial(s) shall serve for all legal purposes and effects as if transcribed in the Agreement(s) subsequently closed and others that may be opened to continue with the rental.

13.12. The Client acknowledges that the indemnification responsibility of the Rental Company shall be limited to those contractually agreed upon herein, and he or she shall pay the financial burden in excess thereof, in and out of court.

13.13. In addition to the items mentioned herein, for all legal purposes, the Agreement Statement, information leaflets provided by the Unidas Chain stores, the Unidas Tariffs and any terms and conditions to engage the services, accessories, protections and third party credit card billing authorizations are also an integral part of this Agreement.

**13.14. The Rental Company does not take responsibility for valuables and objects left inside the rental vehicle and the facilities of the Rental Company.**

**13.15. All rental amounts, expenses and charges constitute net debts to be paid in cash, subject to collection in court.**

13.16. Any forbearance of the Rental Company to the Client to comply with the obligations agreed upon in this Agreement constitute a mere concession, and in no event shall be regarded as novation, and the terms and conditions set forth therein shall remain in full force and effect.



13.17. In case any item of this Agreement is declared as null, the others shall remain in full force and effect, and be fully enforceable.

13.18. In case of conflicts, this Agreement shall prevail over any other documents governing the matters set forth herein.

13.19. The Parties elect the domicile of the Client as having jurisdiction to settle any disputes arising from this Agreement, and the parties waive any other, however privileged.

13.20. For purposes of public knowledge and the effects mentioned in Section 221 of the Brazilian Civil Code, this Agreement has been filed with the 9<sup>th</sup> Registry of Deeds and Documents of the Capital City of São Paulo, microfilm No. 1.321.987.

**13.21. The clauses and conditions of this Agreement may be amended without prior notice, and, in case of conflicts or disputes with the Client, the version in force on the date the vehicle is rented shall prevail.**

Release date: June/2018