

ANNEX TO THE CAR HIRE CONTRACT – SMART WAY

- Customer's copy Rental location copy Check –in copy

1. This Contractual Annex relates directly to the Car Hire Agreement (hereinafter also referred as “RA”) no. _____ dated / / . The *Smart Way* system (hereinafter also referred as “*Smartphone*”) together with its accessories, is owned by Manet Mobility Solution S.r.l. (hereinafter also referred as “*Manet*”) and it is hired to the Client according to the terms and conditions indicated below.

2. Europcar hereby provides to the Client the following electronic devices:

- n°1 Smartphone Samsung J3;
- n°1 Cover Smartphone;
- n°1 SIM
- n°1 wall battery charger (white color)
- n°1 micro-USB cable Samsung (white color)
- n°1 bag (black color)
- n°1 in-car battery charger (USB) (white color)
- n°1 vehicle suction cup (white color)

3. By signing this Contractual Annex, the Client declares having verified at the presence of Europcar, that the Smartphone and the related accessories are appropriate for the prescribed use and in perfect working order, accepting that failure to verify the operational status of the Smartphone shall be construed as a waiver of the right to make any subsequent complaints concerning any malfunctions or damage to the system.

4. The Client undertakes to exercise maximum diligence in use and custody of the Smartphone and its related accessories, according to the Terms & Condition of Use provided by Manet, expressly accepted at the time of switch on of the Smartphone; pursuant to Article 1588 of the Italian Civil Code, the Client shall be liable for any damage caused to the Smartphone and/or its accessories through loss or deterioration of the hired goods, according to the Terms & Condition of Use provided by Manet.

5. In the event of breach of the obligations of custody and/or return of the Smartphone and/or its accessories, the Client shall the following contractual penalties:

- Smartphone Samsung J3 : Euro 265,00
- SIM: Euro 20,00
- Cover Manet: Euro 15,00
- Wall battery charger Samsung: Euro 6,00
- Micro-USB cable Samsung: Euro 5,00
- Bag: Euro 3,00
- In-car battery charger: Euro 7,00
- Vehicle suction cup: Euro 10,00

In the event of loss and/or theft of the Smartphone and/or its accessories (without prejudice to the applicability of the aforementioned contractual penalties if the preconditions are satisfied) the Client undertakes to notify the judicial authorities accordingly by sending a fax to nb. 0236005520 / e-mail: SmartWay.it@europcar.com and subsequently forwarding the original to the return car hire office.

It is expressly agreed that, in case of theft and/or loss of the Smartphone, the Client remains responsible for each operation made through the device up to day and time indicated on the reporting to the Authorities and sent to Europcar, according to the abovementioned procedure. The Client undertakes to use the Smartphone in a lawful manner, in compliance with relevant laws and regulations.

6. In the event of malfunctioning of the Smartphone and or its accessories, not due to willful or gross negligence of the Client, the latter shall immediately notify such circumstance to the drop-off car hire office. It is understood that in case the Smartphone and/or its accessories fail and a replacement is appropriate, the Client shall go to the drop-off car hire office.

7. In case of damages caused by the client to the Smartphone and/or its accessories, Europcar reserve the right to charge the Client with the following contractual penalties:

- Damages caused to mechanical parts or to the Smartphone body: Euro 100,00
- Damage to the screen of the Smartphone: Euro 110,00
- Damage to the SIM: Euro 20,00
- Damage to the Cover of the Smartphone: Euro 15,00
- Damage to the wall battery charger Samsung: Euro 6,00
- Damage to the micro-USB cable Samsung: Euro 5,00
- Damage to the bag: Euro 3,00
- Damage to the in-car battery charger (USB): Euro 7,00
- Damage to the vehicle suction cup: Euro 10,00

8. On expiry of the hire period, the Client shall return the Smartphone, its accessories and the present contractual annex, to the same Europcar office from which it was hired or to one of the following Europcar Rental Stations: Milano Malpensa Aeroporto Terminal 1; Milano Malpensa Aeroporto Terminal 2; Bergamo Aeroporto; Venezia Aeroporto; Pisa Aeroporto; Fiumicino Aeroporto; Napoli Aeroporto; Catania Aeroporto. Europcar's staff will issue a copy of this Contractual Annex to the Client, countersigned for receipt in the space for the Europcar representative's signature.

9. If the Smartphone and/or its accessories are returned to a Europcar office different than the one where it was hired, or one of the rental stations listed in the previous article 8, the Client shall pay to Europcar the following amounts:

- Euro 50 for returning to another Europcar office in Italy;
- Euro 100 for returning to another Europcar office outside Italy.

Lastly, the Customer consents to the processing of its personal data for the purposes referred to the RA and to the present contractual annex, authorizing Europcar to the transmission thereof to Manet or other authorities, if necessary.

For acceptance at check-out:

Legible signature of the Client _____

For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the provisions in clauses nos. 3, 4, 5,7,9 of this Contractual Annex are hereby specifically approved.

Legible signature of the Client _____

For acceptance at check-in:

Date _____

Legible signature of Europcar staff. _____

Legible signature of the Client _____