

Master Contract on the CAR4WAY System Membership

Contracting Parties:

CAR4WAY a.s.

Company Registration No.: 25131401
Registered office at Choťánky 166, 290 01 Choťánky
a company entered in Section B, file 4741, the Commercial Register,
at the Municipal Court in Prague, represented by Pavel Louda,
Chairman of the Board of Directors (hereinafter "**CAR4WAY a.s.**" or "**the Provider**")

and

Name and surname:

Date of birth:

Residing at: ,

E-mail:

Phone:

(hereinafter "**the User**")

(the Provider or User individually referred to as "**the Contracting Party**")

(the Provider and User jointly referred to as "**the Contracting Parties**")

entered into this Master Contract on the CAR4WAY System Membership:

1. Introductory Provisions

- 1.1. This Master Contract on the CAR4WAY System Membership (hereinafter "**the Contract**") regulates the basic rights and obligations between the Provider of the CAR4WAY System and its User. By entering into this Contract and also by meeting the other conditions specified herein, the User becomes entitled to use the CAR4WAY System, which is provided by the Provider to the User.
- 1.2. For the purposes of this Contract, the "**CAR4WAY System**" refers to the system of "car sharing" based on the short-term renting of cars owned by the Provider provided to members (users) of the CAR4WAY System by the Provider, using an electronic device and means of on-line electronic communication. The CAR4WAY System is defined as a set of mutual rights and obligations stated in the Contract, General Terms and Conditions of the CAR4WAY System and for the price stated in the Pricelist.
- 1.3. For the purposes of this Contract, the "**General Terms and Conditions of the CAR4WAY System**" refer to the detailed specification of mutual rights and obligations of the Provider and User in using the CAR4WAY System, especially the detailed conditions of using the Car by the User. The General Terms and Conditions of the CAR4WAY System and this Contract form an integral part of the contractual relationship between the Provider and the User. The User states and acknowledges he/she has become familiar with the General Terms and Conditions of the CAR4WAY system in detail and gives his/her consent thereto without reservations. The method of amending the General Terms and Conditions of the CAR4WAY System is specified herein below.
- 1.4. For the purposes of this Contract, the "**Pricelist**" refers to the scale of prices the User is obliged to pay to the Provider in connection with the use of the CAR4WAY System, especially the scale of prices for the use of the Car and other applicable charges. The Provider's Pricelist applicable at the time of booking a Car as published on the website www.car4way.cz shall be binding upon the User. The prices stated in the Pricelist always include value-added tax. By entering into this Contract, the User states and acknowledges that he/she has become familiar with the Pricelist in detail and gives his/her consent thereto without reservations. The method of amending the Pricelist is specified herein below.

1.5. For the purposes of this Contract, a **"Car"** refers to a Car owned by the Provider, is part of the Provider's fleet included in the CAR4WAY System, and is equipped with a specific electronic device enabling the operation of the CAR4WAY System. The List of Cars provided by the Provider for the CAR4WAY System is available to the User on the website of the Provider. The Cars are visibly marked with the CAR4WAY company logo. The electronic device enables the User to open a Car by means of a Smart Card and/or any other system that has been put into operation, and to send the data on the drive, position and other data concerning the condition of the Car to the Provider on a real-time basis by means of the GSM network and the GPS system, which are inevitable for the operation of the CAR4WAY System and for billing the prices and charges according to the Pricelist.

2. Entering into Contract on a Remote Basis

2.1. This Contract has been made between the Provider and User on a remote basis through the Provider's application or the website www.car4way.cz and the form under the conditions specified in this Contract. The User is not entitled to amend, change or modify the draft Contract in any way. Any reservations, amendments, limitations or any other changes to this Contract within the registration shall be deemed the refusal of the Provider's draft, and the Contract will not be made.

2.2. The User warrants and represents that:

- a) he/she has entered true and accurate requested personal data in the registration form, in particular, the name and surname, place of residence (permanent residence) and/or mailing address, if different, the phone number and active e-mail address, from which the User will communicate and to which the Provider will send the information and other documents anticipated by this Contract, especially the billing, changes in the Pricelist and General Terms and Conditions of the CAR4WAY System and/or other correspondence;
- b) he/she has become familiar with the Information prior to the conclusion of this Contract with the Provider pursuant to Section 1811(2) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter the **"Civil Code"**) and other information for consumers for the conclusion of a contract by means of remote communication means pursuant to Section 1843 of the Civil Code (hereinafter the **"Information for Consumers"**), and understand the information for consumers;
- c) he/she has become familiar with this Contract in detail, especially with the conditions of the registration specified in Art. 3. of this Contract, and he/she agrees with this Contract without reservations;
- d) he/she has become familiar with the General Terms and Conditions of the CAR4WAY System and gives his/her consent thereto without reservations;
- e) he/she has become familiar with the Pricelist and the method of billing the charges stated in the General Terms and Conditions of the CAR4WAY System, and he/she agrees with them without reservations;
- f) verified his identity via Bank ID or paid a refundable security deposit in the amount specified in the valid price list;
- g) he/she has entered true photocopies of his/her personal documents (photos or scan) – the identity card or any other proof of identity (a passport, if it is a foreigner, and a permanent residence permit) and driver's licence or any other driving permit pursuant to Art. 3.1. of this Contract, in the Provider's system by means of the registration form;
- h) he/she has paid the Registration Fee (see Art. 3.5. of this Contract) in the amount stated in the Pricelist, by means of a payment gateway using his/her valid payment (debit/credit) card. or the User's valid payment (debit/credit) card has been authorised in order to enable payments made via the Internet.

2.3. Following proper registration of the User and the User's consent to the contractual documents via the application or portal www.car4way.cz, the Provider will send the Information for Consumers, this (master) Contract and General Terms and Conditions of the CAR4WAY System and the User Account login data to the User's e-mail address.

2.4. This Contract is made by activating the User Account by the Provider and by sending the notification to the User concerning the activation of the User Account sent to his/her e-mail address, which will take place immediately after the registration (during office hours), however, not later than 24 hours after the registration of the User. The moment of delivery of the notification of the activation of the

User Account by the Provider shall be deemed the moment of conclusion of the Contract. In extraordinary cases, the Provider reserves the right to refuse to activate the User Account and enter into the Contract with the User, even without stating any reasons, especially if the User has not met the conditions specified in this Contract or if the User has stated false or incomplete data at the registration or if the User has not agreed with the contractual documents without reservations. Another reason for refusing to activate the registration is that the User has outstanding debts against the Provider or any other company from the LOUDA holding a.s. Group or if the User is subject to execution proceedings or if the User has gone bankrupt or subject to insolvency proceedings.

- 2.5. If the Provider refuses to enter into this Contract with the User, it will refund the Registration Fee to the User without delay, if it has been paid by the User, and will inform the User of this fact. The Registration fee will not be refunded if the User has not been approved because he/she has not met the conditions under this Contract or General Terms and Conditions of the system of CAR4WAY, a.s., if the costs of the verification of the customer exceed the fee.
- 2.6. Following the activation of the User Account, the User may collect the Smart Card in person on the Provider's business premises.

3. Conditions of Registration (Membership) in the CAR4WAY System

- 3.1. Only an individual older than 18 years, who is a Czech citizen and holds a Group B driver's licence pursuant to Act No. 361/2000 Sb. concerning road traffic (the Road Act), has a valid identity card and driver's licence, or a foreigner who has a valid passport and holds a relevant driver's licence issued by a member state of the European Union or a party to the Agreement on the European Economic Area, or any other country under an international treaty, which is binding upon the Czech Republic and regulates the traffic area, may become a User of the CAR4WAY System. Has Bank ID or submitted a refundable deposit in the amount specified in the Price List. No person subject to execution proceedings or enforcement proceedings and/or no bankrupt person pursuant to Act No. 182/2006 Sb., the Insolvency Act, as amended, and on persons subject to insolvency proceedings may become the User of the CAR4WAY System. The Provider is entitled to ask the User at any time during the term of this Contract to submit/update relevant documents in order to check whether the conditions for the use of the CAR4WAY stated in this Art. 3.1. of this Contract have been met.
- 3.2. If the User ceases to meet the conditions stated above in Art. 3.1. of this Contract or if the User fails to cooperate with the Provider in checking/updating the relevant documents in order to meet the conditions for the use of the CAR4WAY System stated in this Art. 3.1 hereof at any time during the validity and effect of this Contract, the Provider is entitled to terminate this Contract and disable the User's access to the CAR4WAY System with immediate effect.
- 3.3. Upon completion of the Registration and activation of the User Account in the manner specified in Art. 2. hereof, a user account is created for the User (hereinafter the "**User Account**"), which is accessible on the Provider's website www.car4way.cz or via the application. The User is responsible for keeping the registration data stated in the User Account true and updated, especially personal data, mailing address, mobile phone number and e-mail address, which are inevitable for proper use of the CAR4WAY System, in particular for communication between the User and the Provider. The User is obliged to notify the Provider of any change in those contact details immediately and enter the changes in the User Account.
- 3.4. The User logs in the User Account with his/her login and password. The User Account enables the User primarily to book a Car on-line. The User Account also contains the list of bills for partial use (rental) of a Car, contractual penalties and other charges according to the Pricelist as billed by the Provider to the User. The User Account also contains discounts or bonuses applicable to the User under this Contract, in the amount stated in the Pricelist or related documents or unilaterally provided by the Provider.
- 3.5. Upon registration, the User paid a registration fee to the Provider by means of his/her payment/debit card in the amount stated in the Pricelist (hereinafter the "**Registration Fee**"). The Registration Fee refers to the payment of initial costs of the operation of the CAR4WAY System incurred by the Provider and the costs of the operation of other services connected with the administration of the

CAR4WAY System by the Provider. The User acknowledges that he/she is not entitled to a refund of the Registration Fee and/or its proportional part, not even in the case of early termination of this Contract, except for withdrawal from the Contract pursuant to Art. 8.4. of this Contract.

- 3.6. In justified cases when he does not perform Bank ID verification or where there is a fear that the recovery of receivables from the User will be endangered or significantly hampered, the Provider may require a deposit when registering the customer, the amount of which is stated in the Price List. The Deposit will be deposited and deposited with the Provider for the entire duration of this Agreement and in the event of its termination or suspension pursuant to paragraph 3.7., Will be returned to the User in the amount after deducting any unpaid receivables of the Provider from the User.
- 3.7. If the Provider's foreign User so requests before leaving the Czech Republic, with the assumption of a further return to the Czech Republic, the Provider may suspend performance of the Contract without terminating the Contract, for a maximum period of 1 year. In such a case, the deposit, if made by the User, will be returned to the User and after its re-payment, the performance under the Agreement will be automatically renewed without the need to re-register by the User. After the expiration of the one-year period in vain, if the performance under the Contract has not been resumed during it, the Contract will be terminated without further notice. It is also possible to suspend performance of the Contract repeatedly, always for a maximum period of 1 year.

4. Smart Card

- 4.1. The User who has met the conditions of this Contract may collect a smart card in order to gain access to the use of the CAR4WAY System (hereinafter the **"Smart Card"**) in any of the Provider's branches listed on the Provider's web The Smart Card can be replaced or supplemented with other electronic means (a smartphone, payment card) if such a service is technically operated by the Provider.
- 4.2. The Smart Card may be issued to the User for the duration of the force and effect of this Contract. The Smart Card enables the User to unlock, use and lock a Car.
- 4.3. The Smart Card is non-transferrable and is issued by the Provider to the User only. The User is not entitled to provide the Smart Card to any other person, especially not to rent, sub-rent, lend or leave the Card for the use of another, whether against payment or free of charge. If these conditions have been breached, the Provider is entitled to terminate this Contract with immediate effect.
- 4.4. The User is obliged to inform the Provider immediately of the loss, theft or damage of the Smart Card for the purposes of deactivation of the Smart Card by the Provider, otherwise, he/she will be liable for damage incurred by the breach of this obligation. In case of the loss, theft or damage of the Smart Card, the Provider will issue a replacement Smart Card to the User for the administrative fee specified in the Pricelist.
- 4.5. The User is not entitled to examine, modify or intervene in the electronic system of the Smart Card in any way.
- 4.6. The Provider is entitled to block the User's Smart Card, disabling the User to use the CAR4WAY System, in case of a material breach of this Contract or General Terms and Conditions of the CAR4WAY System, especially in case of outstanding receivables from the User, until the remedial measure has been taken. If the Smart Card is replaced or supplemented with other electronic means (a smartphone, payment card), the Provider may disable the access and use of the CAR4WAY System similarly in case of a material breach of this Contract or General Terms and Conditions of the CAR4WAY System, especially in case of outstanding receivables from the User, until the remedial measure has been taken.

5. Car Use

- 5.1. The User who has met the conditions of this Contract is entitled to use the CAR4WAY System, i.e. is entitled to use (rent) the Provider's Car for the price (rental) stated in the Pricelist. The User acknowledges that no direct right to book a Car is created for the User (and/or conclusion of a partial Car Rental Agreement) always and under any circumstances by entering into Contract, especially

because of the limited fleet of the Provider or any requirements of other users of the CAR4WAY System and/or in case of technical obstacles (malfunction, damage of a Car), force majeure, etc., and that the User has no right to damages or any other compensation for loss if the CAR4WAY System and the Car rental cannot be used.

- 5.2. The User's right to use (rent) a Car is created by reservation via the User Account, which is considered the conclusion of a partial Car Rental Agreement (hereinafter the "Car Rental Agreement"), the subject-matter of which is the Provider's obligation to leave (rent) a Car for the use of the User. The Car Rental Agreement is made only after the acceptance of the User's reservation by the Provider. A detailed method of booking a Car by the User and acceptance of the reservation by the Provider is regulated by the General Terms and Conditions of the CAR4WAY System, which also regulate the conditions of the cancellation of the reservation of the Car both by the Provider and the User. The Car Rental Agreement is always made for a definite period of time. The period of Car reservation (rental) is regulated in the detail by the General Terms and Conditions of the CAR4WAY System.
- 5.3. An updated list of free Cars intended for booking is available after the User's login to the User Account or via the application.
- 5.4. A Car can be used (rented) against payment. The price of the Car rental (the rent) is regulated in detail in the General Terms and Conditions of the CAR4WAY System and in the Pricelist. By booking a Car, the User always gives his/her consent to the applicable Pricelist and General Terms and Conditions of the CAR4WAY System, which always contain a detailed method of calculating the price (rent) for the Car rental.
- 5.5. The User undertakes to pay the Provider the Rent and other fees according to the Pricelist in the manner and within a period of time as specified in the General Terms and Conditions of the CAR4WAY System.

6. Amending the General Terms and Conditions of the CAR4WAY System and the Pricelist

- 6.1. The User acknowledges that the CAR4WAY System is not an invariable system and is subject to continuous development within the improvement of the quality of the Provider's services. In particular, the system of booking Cars and the system of localities, where the Cars will be available, will be extended by the Provider on a continuous basis. Any changes in the CAR4WAY System will be regulated by the Provider in the form of changes in the General Terms and Conditions of the CAR4WAY System. The General Terms and Conditions of the CAR4WAY System may need to be changed also with regard to legislative changes or with regard to changes in technical conditions of the operation of the CAR4WAY System.
- 6.2. Especially for reasons specified in Art. 6.1. hereof, the Provider is entitled to amend the General Terms and Conditions of the CAR4WAY System unilaterally. The User will be notified of any amendment to the General Terms and Conditions of the CAR4WAY System by e-mail and through the User Account, at least within one month prior to the effective date of such amendment. If the User disagrees with any change in the General Terms and Conditions of the CAR4WAY System, the User is entitled to terminate this Contract in writing, subject to a period of notice of one month after the delivery of the written notice of termination to the Provider, which must be submitted by the effective date of the change (i.e. within 1 month after the notification of the change in the General Terms and Conditions of the CAR4WAY System). During the period of notice, the legal relationship will be governed by the General Terms and Conditions of the CAR4WAY System in the wording applicable prior to amendment thereof. If the User does not submit a written notice of termination on the grounds of any change in the General Terms and Conditions of the CAR4WAY System before the effective date of the change, the User is deemed to have approved the change in the General Terms and Conditions of the CAR4WAY System.
- 6.3. The legal relationship between the Provider and User within the Car rental will always be governed by the General Terms and Conditions of the CAR4WAY System applicable as at the date of booking the Car, unless otherwise stated in the Contract.

6.4. The Provider reserves the right to change the Pricelist unilaterally, especially for business reasons or as a result of changes in costs (fuel charges etc.). If the Provider lowers the prices in the Pricelist, the change in the prices will apply as of the moment of publishing the updated Pricelist on the website www.car4way.cz. If the Provider increases the prices in the Pricelist, it will notify the User of such a change in the Pricelist by e-mail, within 14 days prior to the effective date of the change. If the User disagrees with any change in the Pricelist, the User is entitled to terminate this Contract, subject to a period of notice of 14 days after the delivery of the written notice of termination to the Provider, which must be submitted by the effective date of the change (i.e. within 14 days after the notification of the change in the Pricelist). During the period of notice, however, the legal relationship will be governed by the new Pricelist, the User not being obliged to use the CAR4WAY System.

7. Basic Principles of Using the CAR4WAY System

7.1. All users of the CAR4WAY System are obliged to use the CAR4WAY System with maximum respect to other users, as only the maximum collaboration, observance of all rules of using the CAR4WAY System stated in this Contract and General Terms and Conditions of the CAR4WAY System, especially adherence to the time schedule of reservations, observance of the time of returning the Car, and economical and safe use of the Cars, can enable the proper and troublefree working of the CAR4WAY System.

7.2. The User acknowledges that the proper use of the CAR4WAY System is ensured, among other things, by the system of charges and contractual penalties stated in the General Terms and Conditions of the CAR4WAY System and/or the Pricelist, which primarily have a motivating character, however, they are required for ensuring the proper working of the CAR4WAY System. The User has become familiar with the charges and contractual penalties in detail, and, by signing this Contract and giving consent to the General Terms and Conditions of the CAR4WAY System, he/she states he/she considers the contractual penalties and charges to be reasonable.

7.3. In particular, the User acknowledges he/she has become acquainted with the conditions and amount of the contractual penalties that may be charged to the User according to the General Terms and Conditions of the CAR4WAY System, the contractual penalty for the cancellation of a reservation stated in Art. 5.7. of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for default of payment stated in Art. 6.6. of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for enabling a person other than the User to drive pursuant to Art. 8.1. f) of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for misusing the fuel card specified in Art. 8.1.g) of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for any intervention in the electronic CAR4WAY system specified in Art. 8.1. h) of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for unauthorised driving outside the territory of the Czech Republic specified in Art. 8.1. j) of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for late return of a Car specified in Art. 9.6, 9.7. and 9.8 of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for unauthorised return of a Car outside the Locality specified in Art. 9.11. of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for parking a Car or in case of a car accident with towage required, as specified in Art. 9.12. of the General Terms and Conditions of the CAR4WAY System, the contractual penalty for the loss of Car documents or the loss of Car keys pursuant to Art. 9.13. of the General Terms and Conditions of the CAR4WAY System.

7.4. The User also acknowledges that he/she has become acquainted with the conditions of insurance of Cars in the CAR4WAY System and the User's contribution to the insurance specified in the General Terms and Conditions of the CAR4WAY System and the conditions of any damages specified in the General Terms and Conditions of the CAR4WAY System.

8. Term of the Contract, Termination of the Contract

8.1. This Contract has been made for an indefinite period of time.

8.2. Unless otherwise stated herein, this Contract may be terminated by the Provider with immediate effect on the grounds of a breach of material obligations of the User resulting from this Contract and/or the General Terms and Conditions of the CAR4WAY System, especially if the User is in default of the

payment of the price for the use of the CAR4WAY System (the Rent) and/or other pecuniary obligations specified in this Contract and/or the General Terms and Conditions of the CAR4WAY System, the notice of termination being effective as of the date of delivery of such a notice to the User. The moment of delivery of the notice of termination is understood as the delivery of the notice to the User's e-mail address. As of the effective date of the notice of termination, the User's right to use the CAR4WAY System and/or the possibility to use the short-term renting of a Car shall expire. The provisions concerning immediate blocking of the User stated in Art. 4.6. of the Contract will not be affected thereby.

- 8.3. The User is entitled to terminate this Contract in writing, subject to a period of notice of one month after the delivery of the written notice to the Provider. By terminating the Contract, the Provider's right to receive the payment of all receivables from the User arising out of this Contract and/or the General Terms and Conditions of the CAR4WAY System during the use of the CAR4WAY System shall not expire.
- 8.4. The User may withdraw from this Contract within 14 days after the execution of this Contract pursuant to Art. 2.4. hereof, without stating the reasons. The notice of withdrawal must be sent in writing to the address of the Provider's registered office stated in the heading of this Contract or by e-mail. The time-limit for withdrawal shall be deemed observed if the notice of withdrawal is sent on the last day of the time-limit at the latest. For withdrawal from this Contract, the form available on the Provider's website can be used. If the User withdraws from this Contract, the Provider is entitled to ask the User to pay the price for the use of the Car actually provided to the User. Withdrawal from this Contract does not apply to the right to the payment of any contractual penalties and other charges resulting from this Contract and/or General Terms and Conditions of the CAR4WAY System.

9. Final Provisions

- 9.1. One original copy of this Contract will be sent to the User by e-mail pursuant to Art. 2.4. of this Contract, and will be deemed an original (copy) of this Contract. This Contract is also recorded on a permanent data medium stored by the Provider, who will provide it to the User upon request. All acts carried out within the remote communication will be deemed written acts.
- 9.2. If some provisions of this Contract are declared invalid and/or ineffective, the remaining provisions of the Contract shall remain in force and effect. The Contracting Parties undertake to replace the invalid and/or ineffective provision of this Contract with a valid and/or effective provision, which will correspond to their expression of the will made under this Contract, without undue delay.
- 9.3. This Contract is governed by the law of the Czech Republic, especially Act No. 89/2012 Sb., the Civil Code. Provisions of this Contract and/or General Terms and Conditions of the CAR4WAY System that vary from the legislation shall prevail over the directory provisions of the law.
- 9.4. By entering into this Contract, the User agrees to the processing of his/her personal data provided to the Provider in connection with the execution of this Contract or the use of the CAR4WAY System. The personal data processed by the Provider especially include the name, surname, address, date of birth, telephone numbers, fax numbers, e-mail addresses, account number, payment card number, copies of the identity card and driver's licence and other documents, information about drives and positions of the Car. The Provider treats the personal data as a data controller pursuant to Act No. 101/2000 Sb., the Personal Data Protection Act. The personal data serve only to the Provider or companies from the Louda Auto, a.s. Group as a data controller, and will not be disclosed to any third party, except for external persons (such as an insurance company, advisors and legal representatives) in order to meet the purpose of this Contract, to whom the data are disclosed only to the inevitable extent. The data are processed for the purposes of operating the CAR4WAY System and for marketing and business purposes, especially for sending news (newsletters) to the User. The User has the right of access to the information about the processing of his/her personal data and the right to correction of his/her personal data. If the User expresses his/her disagreement with the processing of his/her personal data in writing, his/her personal data, except for data that may be processed by a data controller even without the consent of a data subject, will not be processed and will be deleted. If the User's disagreement with the processing of the personal data impedes the use of the CAR4WAY System, the Provider is entitled to terminate this Contract with immediate effect.

9.5. This Contract may be amended only with the consent of both Contracting Parties, only in writing, except for changes in the General Terms and Conditions of the CAR4WAY System or in the Pricelist, which may be amended by the Provider unilaterally in the manner specified in this Contract.

9.6. The General Terms and Conditions of the CAR4WAY System form an integral part of this Contract.

9.7. The Contracting Parties explicitly state that they are fully competent to perform legal acts, that this Contract is an expression of their serious, true, certain, comprehensible and free will. In particular, the User acknowledges he/she read the Contract in detail, understood its content, and if he/she did not understand, he/she asked the Provider for an explanation of the Contract and/or General Terms and Conditions of the CAR4WAY System.

in Choťánky on:

Concluded at a distance of the
day:

CAR4WAY a.s.
Provider

User