

Framework Agreement for Fastlane

entered into by and between

Sixt rent-a-car AG, Schwarzwaldallee 242, 4058 Basel, Switzerland

(hereinafter "**Sixt**")

and

XYZ,

(hereinafter "**Customer**")

1. Purpose, Applicability and Parts of Agreement

- 1.1 Sixt rents passenger vehicles to third parties. On the basis of this Agreement Customer shall have the option of completing the entire rental process, without being physically present at a Sixt rental office, exclusively by using special software online via the Internet or a smart phone app (hereinafter collectively referred to as "**Fastlane Application**"). The rental process includes registration of Customer and/or the driver(s), conclusion of the rental contract, reservation of the vehicle, and pick-up and return of the vehicle.
- 1.2 This Framework Agreement shall apply to all vehicle rentals made by Customer or its Swiss affiliates from Sixt using the Fastlane Application. Customer enters into this Framework Agreement both in its own name and in the name of its Swiss affiliates. Customer is solely and promptly liable for all rental contracts concluded by any drivers under Customer's company account number, as well as for the fulfillment of all obligations of Customer's affiliates under such rental contracts.
- 1.3 The rights and obligations of Customer and Sixt as regards use of the Fastlane Application shall be based on the following parts of the agreement, which in the event of any conflict shall apply in the following order: 1. the Fastlane Framework Agreement; 2. the rates and fees announced by Sixt in the course of the Fastlane rental process or otherwise; 3. the digital rental contract of Sixt as amended from time to time and as shown in the Fastlane Application; 4. the General Rental Terms and Conditions of Sixt as amended from time to time and as shown in the Fastlane Application.
- 1.4 Unless expressly agreed otherwise, this Framework Agreement shall apply to all contracts between Customer and Sixt pertaining to use of the Fastlane Application. Any general terms and conditions of Customer in conflict with or different from this Framework Agreement shall be inapplicable, unless expressly accepted by Sixt in writing.

2. Conclusion of Contracts, Access Rights

- 2.1 Each Customer and, if different from Customer (e.g., employees of Customer), each driver must digitally register for the Fastlane Application.
- 2.2 This Framework Agreement between Customer and Sixt shall be deemed concluded when the digital registration of Customer for the Fastlane Application has been successfully completed and has been unconditionally accepted or, if Customer has already registered for the Fastlane Application abroad, when a Swiss rental contract has been digitally accepted by Sixt in the Fastlane Application. During the digital registration process or – alternatively – when a Swiss rental contract of Customers already registered abroad is concluded. Customer shall expressly confirm acceptance of the terms and conditions of this Agreement.
- 2.3 Receipt of a registration confirmation or confirmation of a valid rental contract via the app will inform Customer that the process has been successfully completed and that this Framework Agreement has been accepted by Sixt and therefore has been concluded.
- 2.4 Following successful registration by Customer or the driver, rental contracts may be concluded via the smart phone app. A rental contract will be concluded when it is digitally confirmed by Sixt via the app. Rights to modify, amend or otherwise alter the agreement or to make declarations under this Framework Agreement or any digital rental contract shall be exercised in the same form or by e-mail, provided however that notices to Sixt shall be sent to the current Fastlane e-mail address.
- 2.5 During the term of this Agreement Customer or its drivers may reserve rental cars online as needed via the Internet or the smart phone app at all Fastlane locations published by Sixt, also outside the regular business hours of Sixt rental offices, and use the app to rent, pick-up and return rental cars.
- 2.6 To reserve rental cars, Customer or its driver(s) must identify themselves by entering the login data, including the password, created at the time of registration. After logging in, Customer or its driver(s) may reserve vehicles of the desired category through the Fastlane reservation Application. Once a rental contract has been concluded, Customer or its driver(s) may use the smart phone app to enter the access code that was created at the time of registration and that allows the vehicle to be unlocked. The ignition key for the vehicle can then be accessed in the glove compartment.
- 2.7 Access to the Fastlane Application is personal and non-transferable. Customer agrees that Customer and its driver(s) shall protect access data, user names and passwords for use of the Fastlane Application from access by third parties and to keep such data strictly confidential. If Customer or any driver has reason to believe that such information has been acquired by unauthorized third parties, they shall promptly notify Sixt. Any use of access rights to the Fastlane Applications that are no longer valid is prohibited. Sixt reserves the right to claim damages and to file criminal charges.
- 2.8 Customer shall be liable for any misuse of access to the Fastlane Application by third parties (e.g. any unauthorized disclosure of login data or failure to report lost login data) and all resulting damages.
- 2.9 If there is evidence that a vehicle has been misused during the rental period (e.g. reasonable suspicion of embezzlement or theft), Sixt shall have the right to disable the stopped vehicle electronically by installation of a remote vehicle disabling Application. In such case Customer shall be promptly notified that the vehicle has been disabled.

3. Rental Rates and Payment Terms

- 3.1 The applicable rental rate for the vehicle shall be announced to Customer or the driver at the time the reservation is made. Rental rates are also available at www.sixt.ch. Customer hereby confirms that Customer has read the applicable rates, fees and other terms and conditions.
- 3.2 Rental rates, fees and other applicable charges will be charged in advance by Sixt to the credit card provided during the Fastlane registration process. Any additional costs will be charged to the same credit card after the vehicle has been returned. Customer hereby accepts all charges made in accordance with applicable terms and conditions and hereby expressly waives any right to cancel, reverse or otherwise revoke this credit card authorization.
- 3.3 In addition, section 10 of the General Terms and Conditions of Rental of Sixt shall apply, *mutatis mutandis*, including, without limitation, sections 10.1 and 10.3.

4. Driver's License, Forms of Identification, and Additional Drivers

- 4.1 Customer hereby confirms that Customer and its drivers
- 4.1.1 have read and expressly accept the requirements for the lessee/driver in section 6 and section 7.2 of the General Terms and Conditions of Rental of Sixt; and
- 4.1.2 hold a valid driver's license for the class of the rental vehicle in conformity with the requirements of Sixt, as well as a valid form of identification (passport or identification card) in conformity with the requirements of Sixt. The driver shall reconfirm the above for each and every vehicle rental.
- 4.2 Each and every driver shall scan his/her driver's license and his/her passport/identification card and transmit the scan to Sixt during the Fastlane registration process. Sixt may at any time demand that this process be repeated or that the original documents be submitted, if applicable along with a certified German, French, Italian or English translation.
- 4.3 Any revocation, expiration or other restriction of a driver's driver's license or driving privilege shall be promptly reported to Sixt. Driving rental vehicles without a valid driver's licenses is strictly prohibited and is subject to criminal prosecution. Customer and the driver(s) hereby agree not to drive rental vehicles without a valid driver's license and to comply with any and all restrictions imposed by authorities at all times.
- 4.4 Customer hereby expressly agrees that Sixt shall have the right to verify compliance with Customer's/the driver's obligations under this section 4 through random checks, and Customer agrees to cooperate with such random checks unconditionally and without limitation.
- 4.5 Customer hereby authorizes Sixt to inquire with the competent regulatory authorities at any time during the term of this Agreement whether the driver of a rental vehicle has a valid driver's license and to verify that the driver's license has neither been revoked nor otherwise withdrawn or restricted. This authorization and consent shall expire when this Framework Agreement terminates.
- 4.6 The vehicle may only be driven by Customers/the driver(s) named during the rental process. The Fastlane Application cannot be used to add any additional drivers. To add additional drivers, a Sixt rental office must be contacted.

5. Operation of Vehicle, Defects

- 5.1 Customer agrees that Customer or its drivers shall not operate vehicles in impaired condition due to medications, alcohol or drugs of any other kind, or in any other condition impairing the driver's ability to safely operate the vehicle (e.g. exhaustion).

- 5.2 If a reserved vehicle is not available to Customer in operational condition in due time (e.g. because the vehicle was returned late by the previous lessee, or because of a breakdown or accident), another vehicle shall be made available to Customer at the nearest possible location, subject to availability. However, Customer has no right to be provided with another vehicle. If no other vehicle is available, any rental rate already charged to Customer shall be credited to Customer's credit card.
- 5.3 If Customer fails to pick up a vehicle or returns the vehicle before the end of the rental period, Customer shall have no claims of any kind against Sixt. Any refund of the rental rate and other fees, etc., shall be within the sole discretion of Sixt.
- 5.4 Customer is responsible for the vehicle from the time the vehicle is picked up until the time it is returned.
- 5.5 Prior to driving the vehicle off the lot Customer or the driver shall inspect the vehicle to make sure that the rented vehicle is in operational and safe condition as required by the Road Traffic Code (*Strassenverkehrsgesetz*). Minor defects or outstanding maintenance work that do not impair operational safety shall be noted in the Fastlane Application at the time the vehicle is received. Safety-relevant damages or defects shall be reported promptly before the vehicle is driven off the lot by calling +41 (0) 848 888 845 (CHF 0.08/min.).
- 5.6 Damages or any other defects (see section 7.4 of the General Terms and Conditions of Rental) not promptly noted in the Fastlane Application and reported to Sixt by Customer or the driver at the time the vehicle is picked up will be deemed to have been caused by Customer and Customer will be held liable for such damages or defects. The same shall apply to any damages that are discovered by Sixt after the vehicle is returned. Sixt shall have no obligation to notify Customer of such damages within any particular time period. If there is neither a report of damages nor a police report, Sixt shall have the right to deem Customer or the driver who last operated the vehicle before the damages were discovered the party that caused the damages and hold Customer liable for the damages. Customer shall then be free to prove that Customer did not cause the damages and therefore is not liable for damages. Reports of damage to the vehicle during or after the end of the rental period shall, in addition, be governed by section 13 of the General Terms and Conditions of Rental.
- 5.7 Customer or the driver shall return the vehicle to the Fastlane location specified in the Fastlane Application at the latest at the end of the rental period. Vehicles may also be returned outside the regular business hours of the Sixt rental office. If a vehicle is returned after the end of the rental period or to a location other than the one specified in the reservation, Sixt may charge a higher rental rate or assess a penalty based on the applicable rates and fees.
- 5.8 When the vehicle is returned, all battery-operated devices shall be turned off and all doors and windows shall be properly closed. Customer will be charged for any damages resulting from improper use of the vehicle or use of the vehicle in breach of the contract terms, in accordance with Art. 16 of the General Terms and Conditions of Rental.
- 5.9 If a vehicle is not available for the next customer at the agreed pickup time due to accident, breakdown, traffic jam or for any other reasons, Sixt may hold Customer liable if Customer culpably caused the vehicle to be unavailable.

6. Information and Data Protection

- 6.1 Customer agrees that for each vehicle rental made using the Fastlane Application Customer shall for each driver of the vehicle scan the driver's license, form of identification (passport/personal identification card), self-portrait, and credit card of Customer and provide additional information about Customer and its drivers, and Customer shall make this information available to Sixt for storage and processing in Sixt's Applications. Customer hereby expressly agrees that this consent shall also cover the processing of data about the location of the user and/or the vehicle ("tracking data") that are collected by Sixt when a vehicle is rented using the Fastlane

Application. Customer hereby expressly authorizes Sixt to compare the tracking data of the user with the tracking data of the vehicle at the time the vehicle is picked up and returned, and to also query the tracking data of the vehicle during the rental period if there is hard evidence of misuse of the vehicle (e.g., reasonable suspicion of embezzlement or theft).

- 6.2 Sixt reserves the right to request any information from government agencies and private parties that may be necessary for reviewing (including, without limitation, Customer's credit worthiness) and executing vehicle rentals made using the Fastlane Application.
- 6.3 Sixt shall handle all personal data in compliance with applicable provisions of the Swiss Data Protection Act (*Schweizerisches Datenschutzgesetz*) and, in particular, implement reasonable organizational and technical measures to prevent any unintended modification, loss or disclosure of personal data.
- 6.4 Sixt agrees to handle personal data of Customer or its driver(s) with utmost care and confidentiality, to use personal data only for purposes of the performance of this Agreement or rental contracts made on the basis of this Agreement, for customer care purposes, or for purposes of developing and designing new services and products and offering such new services and products to Customer or other third parties, and otherwise not to make such data accessible to third parties, either in whole or in part, unless disclosure is agreed between Sixt and Customer or is necessary for purposes of the performance of this Agreement, such as the disclosure of data within Sixt Group or to franchisees or freeway operators or other service providers, etc.
- 6.5 When the Fastlane Application is accessed, various access data (e.g., IP address, date, time and location of access, etc.) will be stored; such data will be used for the performance of this Agreement and/or rental contracts made on the basis of this Agreement. Such data will not be analyzed at the personal level. Data will be analyzed anonymously for statistical purposes, for example to determine how many times the Fastlane Application is accessed each day. Such data will be kept strictly confidential and will not be disclosed to any third parties, unless disclosure is required under applicable law and demanded, for example, by a competent criminal prosecutor's office.
- 6.6 Additional information about the use of "Google Analytics" and the use of cookies is available in the details of the Fastlane app, which are hereby made an integral part of and incorporated by reference into this Agreement.

7. Term Of Agreement

- 7.1 This Agreement shall have an indefinite term and may be terminated by either party on three months' prior notice to take effect at the end of any given month.
- 7.2 Sixt reserves the right at any time, and for any or no reason, to refuse to enter into rental contracts in accordance with this Framework Agreement, to cancel existing reservations, or to revoke or block access to the Fastlane Application without notice (revocation of access rights), particularly in the event of any misuse of access to the Fastlane Application, improper treatment of vehicles, or unpaid balances. Any reservations existing on or received after the date access rights are revoked will be canceled by Sixt. Any reduction of claims for payment that have already accrued to Sixt and/or any refund of payments already made by Customer are hereby excluded.

8. Business Customers and Final Provisions

- 8.1 If Customer is a business, Customer shall be fully responsible for the operation of vehicles by its employees, and Customer agrees to inform its employees of the terms and conditions of this Framework Agreement, the rental terms and conditions, and applicable rental rates and fees on an ongoing basis. Customer shall ensure that all employees using the Fastlane Application hold valid driver's licenses for the relevant vehicle class(es) as required in section 4.

- 8.2 Business customers shall keep their company account numbers confidential and make those numbers available only to those employees who are authorized to use the Fastlane Application. Business customers are fully liable, without limitation, for all claims accruing to Sixt under Customer's company account number.
- 8.3 Rights and obligations arising from this Agreement shall not be assigned to third parties by Customer except with the consent of Sixt.
- 8.4 Sixt reserves the right to unilaterally change rental rates or other fees, terms or conditions, as well as its general terms and conditions at any time. Customer will be deemed to have agreed to and accepted such changes unless Sixt receives a notice of objection from Customer in the form required under section 2.4 within four weeks of notifying Customer of the changes in the same form.
- 8.5 All agreements made by the parties in connection with the Fastlane Application or the actual rental of vehicles shall be valid if they meet at least the form requirements of section 2.4.
- 8.6 This Framework Agreement and all rental contracts concluded on the basis thereof shall be subject to the substantive laws of Switzerland. The parties hereby agree that exclusive venue and jurisdiction for any and all disputes arising between the parties shall be in the courts at the location of Sixt's registered office, provided however that Sixt shall also have the right to file suit against Customer in any other court of competent jurisdiction.