GENERAL TERMS AND CONDITIONS

ALFA LEASE s.r.l. (hereinafter "ALFA") rents the vehicle (hereinafter the "vehicle") to the Customer, as identified in the subscribed Conditions of this rental agreement, according to the terms specified therein as well as the following terms and conditions:

- 1. Upon delivery and before collection, the Customer is required to promptly report any visible damage or anomalies to the exterior and interior of the vehicle that were not noted on Alfa's paperwork. Otherwise, the vehicle is presumed to have been received by the Customer in perfect order and, in any case, in conditions consistent with what was noted on the paperwork signed by the Customer. The Customer undertakes to return the vehicle in the same condition—except for normal wear and tear in relation to the kilometres driven—with the tires, equipment, documents, and all the fittings provided. The vehicle must be returned to an Alfa office—during opening hours—in the city where it was rented or to a different location—also an Alfa office—on the day and at the time specified in this rental agreement, or earlier, in the event of early termination of this agreement if the vehicle is used in violation of the provisions contained herein. This agreement may be terminated early by Alfa, pursuant to Article 1456 of the Italian Civil Code, in case of violation by the Customer of Articles 2 or 3 of this agreement, in the case of Customer insolvency, or in the case of bankruptcy or other insolvency proceedings against the Customer. In any case, Alfa, after giving written notice via registered letter with return receipt, reserves the right to terminate this rental agreement and the commercial agreement, if one exists, in the event of a decrease in the Customer's economic-financial reliability requirements, on which the aforementioned agreements were based. After early termination of the contract has been ordered, the Customer is required to immediately return the vehicle owned by Alfa and to pay the agreed-upon fee only on the date of delivery of the vehicle, regardless of the signing of the conditions referred to in the subsequent Article 5. The Customer will be liable for damages caused to the vehicle by improper use or resulting from disproportionate wear and tear in relation to the kilometres travelled, as well as, by way of penalty, the commercial value of the vehicle, if, in the event of theft, the keys to the vehicle are not returned to Alfa. Alfa will not be liable for damages resulting from the Customer's failure to fulfil the duty of diligence in the maintenance and operation of the vehicle and reserves the right to charge a penalty for damages to the vehicle, in any case related to the manifest wilful misconduct and/or gross negligence of the Customer in the use of the vehicle.
- 2. The vehicle may only be driven within the territory of the Italian Republic. By way of derogation, driving in the territory of the European Community is permitted. In this case, the Customer must request written authorization from Alfa, which will become an integral part of the rental letter. In Italy, the vehicle may be driven exclusively by the Customer or by their employer, an employee of theirs, or an employee of the same company as the Customer. The vehicle may be driven by other people with prior written consent from Alfa and upon payment of the additional fee indicated in this agreement. In no case may the vehicle be driven by people who do not hold a valid driver's license for at least one year and/or who are under 25

years of age. Driving is permitted for people under 25 years of age, provided they hold a valid driver's license for at least 2 years and have paid the additional fee indicated in this agreement. Furthermore, the vehicle must not be driven by people who are intoxicated or unconscious due to alcohol abuse or narcotics. Finally, the vehicle must not be used:

- a) for the transport of contraband goods, explosive or polluting materials, or for any other transport in violation of laws or regulations;
- b) for the transport of passengers or goods for compensation;
- c) to push or tow another vehicle or trailer;
- d) in competitions of any kind, whether sporting or not, or for road tests;
- e) for the transport of packages or postal items;
- f) for giving or practicing driving lessons;
- g) for any other use in violation of laws or regulations.
- 3. The Customer undertakes to pay and/or reimburse Alfa upon invoice for the following:
- a) the fee for the kilometres travelled by the vehicle during the rental, calculated based on the applicable rate;
- b) the fee calculated based on the duration of the rental. In case of delayed delivery exceeding 30 minutes, Alfa is authorized to invoice for an additional day of rental;
- c) the additional fee if the vehicle is returned to a different location from where it was rented; the additional fee if the vehicle is returned to a location and/or day different from that agreed upon at the beginning of the rental;
- d) any other sum provided for in this agreement as a fee for optional equipment and/or reimbursement, including the additional sums provided for the reduction/elimination of liability for damage and/or theft;
- e) the cost of refueling and the related service if the Customer chooses to return the vehicle with a lower quantity of fuel than received. If, however, the Customer agrees to purchase a full tank of fuel at the beginning of the rental, the cost of which will be indicated in this agreement, no charge will be made for the service, but the remaining fuel will not be reimbursed. If, on the other hand, the Customer travels up to a maximum of 120 km, even if the fuel indicator shows a full tank, the amount of Euro 12.30 + VAT will be charged at the end of the contract unless the Customer presents the receipt for the refuelling upon delivery of the vehicle.
- f) the amount of fines charged to the Customer and/or Alfa for violations of the Highway Code or other applicable regulations, committed during the rental, as well as the cost of Euro 42.00 plus VAT for the administrative management of each fine;
- g) any amount related to motorway tolls not paid by the Customer, as well as the fixed cost of Euro 42.00 plus VAT for the administrative management of said defaults. The Customer will be

directly liable to the authority that imposed the fine, except for those violations of the Highway Code or other applicable regulations that are not attributable to the Customer. In the event of seizure or other type of impoundment of the vehicle attributable to the Customer, Alfa will charge the daily rental rate for each day the vehicle is impounded;

- h) any expenses—including legal ones—that Alfa may incur to obtain payment of the sums owed by the Customer for any reason;
- i) all administrative expenses, taxes, and duties resulting from the rental;
- j) compensation for damages caused, due to negligence, to the roof, tarpaulin, or framework of the vehicle, even if the Customer has paid the amount for the reduction or total elimination of the deductible. The Customer acknowledges that the rental will end on the date and time of receipt of the vehicle and the related keys by Alfa and that the failure to return them at the end of the rental will result in a charge of € 250.00. It is also understood that, if the return of the vehicle and related keys has been authorized by Alfa during the closing hours of the rental office, the rental will end on the date/time the rental office reopens. The Rental Company's invoice for the sums mentioned above is payable on sight by the Customer. In case of delayed payment of any sum, for any reason owed and invoiced, the Customer must pay Alfa interest at the official discount rate in force, increased by 5 percentage points and in any case in compliance with the law.
- **4.** The Customer undertakes to transmit to Alfa, within 2 days, any official reports notified by the public authorities. In case of failure to promptly transmit such reports to the Rental Company, the Customer will be responsible for any damage suffered by Alfa, directly or indirectly caused by such failure to promptly transmit.
- 5. The Customer is responsible for damage to the vehicle, with the exception of specific liability reductions purchased at the time of rental. Alfa will charge, by way of penalty for the compensation of the damage suffered, the amounts up to the amount of the Economic Liability indicated herein (with the exclusion of the interior/exterior rearview mirrors and the panoramic roof). Alfa, by way of penalty, reserves the right to charge for damages attributable to the Customer's liability. Alfa will charge the amount of € 50.00 + VAT for the administrative management of the claim. The Customer is responsible for total or partial theft of the vehicle up to the amount indicated in this agreement. In case of total or partial theft, the amount of € 50.00 + VAT will be charged for the administrative management of the case. Alfa reserves the right to charge, notwithstanding the driving prohibitions in countries not covered by this rental agreement, the economic liability for Damage and Economic Liability for Theft will not be operative in the case of travel to countries other than those specified in the rental agreement. In such cases, the Customer will be required, by way of penalty, to pay full compensation for the damage/theft that occurred to the vehicle, or to pay the commercial value of the aforementioned.
- **6.** All vehicles are covered by mandatory third-party liability insurance (R.C.A.) in accordance with current laws and in the countries specified on the green card. The R.C.A. policy

guarantees insurance coverage for civil liability towards third parties, animals, and things. The general policy conditions are available to the Customer at the administrative office so that they can examine their content.

- **7.** In the event of a claim, the Customer may obtain a replacement vehicle, if expressly provided for in the Rental Agreement. In any case, the Customer undertakes to protect the interests of Alfa and its Insurance Company, undertaking, among other things, to:
- a) Provide the names and addresses of the parties involved in the claim and the witnesses;
- b) Not admit any liability or fault of which they are not certain;
- c) Not leave the vehicle unattended and without adequate safeguarding;
- d) Immediately notify the nearest Alfa office by telephone of the claim, even in the case of minor damage, by sending a detailed report accompanied by a diagram. Pursuant to articles 1913 and 1915 of the Civil Code, the Customer is obliged to report the claim to Alfa by means of a unilateral report or by means of a joint accident report form (known as "CAI") signed by the drivers involved in the claim, within 3 days of the occurrence of the same. The Customer undertakes to follow up on specific documentary requests, providing their further cooperation and sending all elements known to them that are useful for the correct management of the defense line;
- e) In case of non-compliance with this obligation, the Customer will be responsible for the entire value of the vehicle;
- f) Alfa in no case guarantees the replacement of commercial vans and prohibits their expatriation unless expressly authorized by the renting office.
- **8.** The Customer acknowledges that during the winter period, a part of the national road network requires winter tires or chains on board the vehicle, devices made available by Alfa. Alfa declines all responsibility if the Customer does not intend to use such devices.
- **9.** The Customer acknowledges that the Rental Company can never be held responsible for loss or damage to items transported, abandoned, or forgotten in the vehicle, either during or after its return, unless such events are certainly attributable to wilful misconduct or gross negligence of the Rental Company. Furthermore, the Customer undertakes not to leave any objects inside the passenger compartment (cardboard, furniture, etc.) intended for waste disposal. Otherwise, there will be a charge based on the waste disposal tables in force in addition to the cost of the expenses for the elimination of the same based on the procedures d/o in force with respect to the environment.
- **10.** Notwithstanding the vehicle manufacturer's liability for construction defects and the provisions of Article 1 of this agreement, Alfa will use normal diligence to keep the vehicle in a state of full efficiency. In the event of vehicle breakdowns during the rental period, Alfa will not be liable for damages of any nature, contractual and non-contractual, suffered by the Customer and directly or indirectly caused by the aforementioned breakdowns, unless such

events are attributable to Alfa. However, Alfa will not be liable for damages resulting from the Customer's failure to fulfil the duty of diligence in the maintenance and operation of the vehicle. The Customer is required to contact Alfa offices for any intervention the vehicle may need.

- **11.** The Customer undertakes not to assign, sell, mortgage, or pledge this agreement, the vehicle, the equipment, the fittings, and any other part of it and in any case not to act in contrast with the ownership rights of Alfa.
- **12.** Any variation or addition to the conditions of this rental agreement will be valid only if made in writing.
- **13.** This rental agreement is governed by Italian law.
- **14.** In case of a conflict in the interpretation between the Italian version and any courtesy translation of this rental agreement, the Italian version will prevail over the others.¹
- **15.** If the Customer intends to extend the rental beyond the term established by the ²conditions subscribed in this agreement, they must immediately notify the renting office to obtain authorization for the extension. The Customer is required to observe the terms and conditions established in this rental agreement, even if Alfa has authorized the extension of the rental period.
- **16.** Alfa will invoice the services provided for in this rental agreement to the signatory of the same unless they contract the rental in the name and on behalf of another subject who has duly authorized them to do so. In this case, this different subject must be indicated in the rental agreement.
- **17.** The Customer has been informed by Alfa that, pursuant to Legislative Decree 30 June 2003, n. 196 (hereinafter the "Privacy Code"), the data provided by the Customer may be processed in compliance with the aforementioned legislation. The "data controller", in accordance with the Privacy Code, is Alfa Lease S.r.l. V.le C.U. Maddalena, 216 80144 Naples. This data will be used for the economic purposes of Alfa Lease S.r.l., such as:
- a) Conclusion and execution of vehicle rental agreements and any related agreements, as well as the creation of a customer database for these purposes;
- b) Implementation of international standards for payment systems (for example, bank transfers, debits/credits by credit card, debit card, etc.)
- c) Activities of sending advertising material and use in the context of commercial analysis and studies of consumption habits. Furthermore, the data may be used by Alfa to allow public authorities to forward the related objections to the Customer responsible for a violation of the Highway Code or other applicable regulations, for the payment of the related fines by the Customer themselves. The Customer is informed that Alfa Lease vehicles may have electronic devices installed for the detection of the vehicle's geographical position and/or the recording of driving parameters. This data will be used by Alfa only in the event of theft, failure

to return the vehicle, accidents, or other illegal behaviour in which the rented vehicle may have been involved and will not be stored beyond the period strictly necessary for these purposes or communicated to subjects other than public authorities, insurance companies, companies, and professionals appointed who provide Alfa with services necessary for the protection of its rights in the cases mentioned above. Finally, the data may be used by Alfa, pursuant to Article 24 of the Law, for other activities authorized by an express provision of law or a provision of the Personal Data Protection Authority. The processing of data will be carried out using suitable tools to guarantee their security and confidentiality and will be carried out by:

- (I) Physical persons expressly appointed in accordance with the Privacy Code with the appointment of the controller and the manager(s);
- (II) Managers specially appointed in accordance with the Privacy Code, who provide Alfa Lease with specific data analysis and/or processing services;
- (III) Subjects and entities with the right to access the Customer's personal data as permitted by current or future regulatory provisions.

The updated list of managers and the categories of persons in charge referred to in the previous points (I) and (II) can be consulted at the registered office of Alfa Lease. As a result, the Customer is aware that their data may be transferred electronically to other subjects such as:

- 1. all companies of the Alfa group or that in any case legitimately use the Alfa brand;
- 2. companies specialized in the management and operational processing of commercial credit to be granted to Alfa's customers, including potential ones, or in carrying out the procedures provided for by law in relation to the execution of the rental agreement and/or the sale of used vehicles concluded by Alfa;
- 3. companies and entities of an economic nature that in partnership with Alfa or companies of the Alfa Lease group may offer the Customer products or services of interest to them. An updated list of the subjects referred to in the previous points 1) 2) 3) is available at the address of the Alfa Lease Administrative office. The provision of data by the Customer and the consent to their processing are free and are necessarily functional to the establishment and performance of this contractual relationship. In any case, the Customer, pursuant to Article 7 of the Privacy Code, can at any time obtain information about the origin of their personal data: the purposes and methods of processing; the categories of subjects to whom the personal data may be communicated or who may become aware of them as managers or appointees. The Customer also has the right to obtain the updating, rectification, integration, cancellation, transformation, in anonymous form, or the blocking of data processed in violation of the law, including those whose retention is not necessary in relation to the purposes for which the data were collected or subsequently processed. If requested,

the Customer also has the right to request certification that the above operations have been brought to the attention, also as regards their content, of those to whom the data have been communicated. The Customer may exercise the rights provided for in Article 7 of the Privacy Code by sending a letter to the attention of the "Privacy Officer" via email to the address: info@alfa-lease.it In relation to the processing of personal data concerning them, as described above, the Customer freely expresses their consent, pursuant to and for the purposes of the Law.

- **18.** If a provision of this rental agreement is void, such nullity will not determine the invalidity of the other provisions of this rental agreement.
- **19.** The Customer expressly declares that they wish to receive the rental invoice and communications even after the date of return of the vehicle to the email address declared in the contract.
- **20.** The signatory authorizes the Rental Company Alfa Lease S.r.l. to use electronic systems, including exclusively, for communications relating to the rental made.
- 21. For any dispute, the Court of Naples has jurisdiction.