

Contract on the Operating Lease / Sub-Lease of Motor Vehicle No.

concluded pursuant to the provisions of §269 (2) of Act No. 513/1991 Coll., the Commercial Code /§51 of Act No. 40/1964 Coll., the Civil Code as amended by and between

Lessee:

| | |
|--------------------|--|
| Business name: | Effective CarService s.r.o. |
| Registered office: | Vajnorská 103/a, 831 04 Bratislava |
| ID No.: | 48031933 |
| TAX ID: | 2120006735 |
| VAT ID: | SK2120006735 |
| IBAN: | SK72 1111 0000 0014 1824 6002 |
| E-mail: | info@auto-prestige.sk |

(hereinafter as "Lessee")

Sub-lessee:

Guarantor:

| | | | |
|--|--|--|--|
| Business name/ Name and surname: | | Business name/ Name and surname: | |
| Registered address / Permanent address: | | Registered address / Permanent address: | |
| ID No. / Birth number: | | ID No. / Birth number: | |
| TAX ID/ Date of birth: | | Date of birth: | |
| VAT ID: | | | |
| IBAN: | | IBAN: | |
| Contact: | | Contact: | |
| E-mail: | | E-mail: | |

(hereinafter as "Sub-lessee")

(hereinafter as "Guarantor")

(Further together as the "Parties" and independently as the "Contracting Party")

Article 1 - Subject of the Contract and Period of Use

1. The subject hereof is the use of a motor vehicle by the Sub-lessee within the European Union for the remuneration agreed in Article II herein for

Limited / Unlimited period from to (hereinafter as "Rental Vehicle"):

| | | | | | | | | | |
|------------------------------|--|----------------------------|--|---------------------------|--|---------------|--|-------------------------|--|
| Brand, type and model | | Registration plates | | Year of production | | Colour | | Vehicle Category | |
|------------------------------|--|----------------------------|--|---------------------------|--|---------------|--|-------------------------|--|

Article 2 - Remuneration and Mileage Limit in Kilometres

1. The Parties agree on Remuneration for use of the Rental Vehicle as follows – the entered rate applies:

| | | | | | | | | |
|--------------|--|---------------|------------------|--|---------------|----------------|--|---------------|
| Total | | EUR excl. VAT | Per month | | EUR excl. VAT | Per day | | EUR excl. VAT |
| Total | | EUR incl. VAT | Per month | | EUR incl. VAT | Per day | | EUR incl. VAT |

2. The parties have agreed on a **deposit** in the amount of ?????????? EUR excluding VAT, which is due on the date of signature hereof.

3. The parties have agreed on the following mileage limit in kilometres – the entered rate applies:

| | | | | | | | | |
|--------------------|--|----|----------------------|--|----|--------------------|--|----|
| Total limit | | km | Monthly limit | | km | Daily limit | | km |
|--------------------|--|----|----------------------|--|----|--------------------|--|----|

Article 3 - Services

1. The Sub-lessee has requested the following Services from the Lessee:

a. Pick-up:

| | | | | | | |
|------------------|--|-----|--|---------------|--|---------------|
| Pick-up location | | Fee | | EUR excl. VAT | | EUR incl. VAT |
| Return location | | Fee | | EUR excl. VAT | | EUR incl. VAT |

b. Unlimited kilometres:

| | | | | |
|-----|--|---------------|--|---------------|
| Fee | | EUR excl. VAT | | EUR incl. VAT |
|-----|--|---------------|--|---------------|

c. Accessories:

| | | | | | | | | |
|---------------|--|--------------|--|------------|--|--------------|--|--------------------------|
| Add driver | | Young driver | | Child seat | | Airport fee | | Out of working hours fee |
| Bicycle stand | | Partition | | Box | | Superprotect | | |

Note

Article 4 – Guarantee statement

- In connection with the Agreement, the Guarantor declares to the Lessee that in the event that the Sublessee defaults on the payment of any of its monetary obligations arising from the Agreement (hereinafter referred to as the "Obligation") by more than 30 calendar days, the Guarantor shall fulfil the Sublessee's Obligation upon the Lessee's first written request.
- The Guarantor undertakes to pay the Obligation to the Lessee's bank account, which the Lessee will notify the Guarantor in writing for this purpose in a call for payment of the Obligation, no later than 15 calendar days from the date of delivery of this call.
- This statement forms an integral part of the Agreement. The declaration takes effect on the day of signature by the Guarantor.
- The Guarantor's obligation from this declaration shall be terminated in full by the complete settlement of the Sublessee's Obligations arising from the Agreement or other termination of the Sublessee's Obligations

Article 5 - Tariff

| FEES / CONTRACTUAL FINES | TOTAL (€ excluding VAT / € including VAT) for vehicles in categories J, H, K, M | TOTAL (€ excluding VAT / € including VAT) for vehicles in category P | TOTAL (€ excluding VAT / € including VAT) for vehicles in category S |
|--|---|--|--|
| Fee for Overuse of the Rental Vehicle. The fee will be charged for each individual instance identified on the Rental Vehicle separately. Overuse of the Rental Vehicle primarily includes the following: | | | |
| 1. soiling of the Rental Vehicle to an excessive amount, such as by transporting animals, spills, or similar forms of soiling | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 2. damage to the interior of the Rental Vehicle, specifically tears to the seat upholstery, scratches on the dashboard, doors, headliner, glass, etc. | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 3. excessive wear on individual tyres as determined by tread wear in excess of 0.6 mm per month or driving with a flat tyre, inappropriate use, spinning tyres, drifting, and the like | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 4. excessive brake wear | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 5. warping of brake rotors | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 6. damage to any of the following parts of the Rental Vehicle will be billed separately. Exterior: front bumper; front mask; front fenders on the left and right side; fenders; wheels (rims and tires); vehicle bonnet; Windscreen; A-pillars; rear view mirrors; vehicle roof; windows individually; B-pillars; rear fenders on the left and right side; rear bumper; doors individually (including the boot lid or hatch and associated handles). Interior: steering wheel; seats; handles; upholstery on doors; armrests; boxes; displays; ceiling; gear shift; visors; seat nets; boot lid + interior of the boot space | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 7. for breach of every obligation under Subsection 7.3.3 of the T&C separately | 350 / 420 | 700 / 840 | 1000 / 1200 |
| 8. contractual fine for smoking and the use of e-cigarettes in the Rental Vehicle | 1000 / 1200 | | |
| 9. fee for exceeding the mileage limit in km agreed in the Contract - for every km over the limit for the agreed period | 0,50/km / 0,60/km | 0,80/km / 0,96/km | 1,50/km / 1,80 /km |
| Fee for blocking or seizure of the Rental Vehicle (plus travel to and from the location of seizure of the Rental Vehicle) per the T&C | 350 (plus 0.50 for every one km) / 420 (plus 0.60 for every one km) | 350 (plus 0,80 for every one km) / 420 (plus 0,96 for every one km) | 700 (plus 1,50 for every one km) / 840 (plus 1,80 for every one km) |
| Fee to cancel a Reservation 7 or more days from the requested date of delivery of the Rental Vehicle | 50% of the amount paid for the Reservation | | |
| Fee to cancel a Reservation less than 7 days from the requested date of delivery of the Rental Vehicle or failure to pick up the Rental Vehicle on the agreed date or failure to sign the Contract | 100% of the amount paid for the Reservation | | |
| Fee for late return of the Rental Vehicle after expiration of the Contract | three times the daily Remuneration for every day of default | | |
| Contractual fine for breach of the obligation specified in Subsection 4.3.9 of the T&C | 20 | | |
| Contractual fine for breach of the obligation specified in Subsection 7.3.5 of the T&C | 50 + price of fuel | | |
| Contractual fine for breach of the obligation specified in Subsection 7.3.6 of the T&C | 50 | | |
| Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.3 of the T&C | 10% of the Remuneration | | |
| Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.11 of the T&C | 10% of the Remuneration | | |
| Default interest for every day of default | 0.05% of the outstanding amount | | |
| Parking charges per Subsection 6.2.3.4 of the T&C | 70% of the daily Remuneration for every commenced day | | |
| Delivery - acceptance of the Rented Vehicle | separate pick-up price list | | |
| Fee for each action performed by the Lessee outside of business hours (8:30am - 5:00pm) | 29,90 / 35,88 | | |
| Additional driver - lump-sum fee | 32,5 / 39 | | |
| Fee for a driver under the age of 25 - daily rate | 0 | 30 / 36 | Not possible |
| Airport fee - lump-sum fee | 39,90 / 47,88 | | |
| Child's car seat – daily rate | 5 / 6 | | |
| Rental of bicycle rack - daily rate | 10 / 12 | | |
| Rental of ski rack - daily rate | 10 / 12 | | |
| Fee for each reminder; does not apply to a Sub-lessee who is a consumer | 40 / 40 | | |
| Traffic penalty fee administration | 30 / 30 | | |
| Super protect – lump-sum fee for the first 3 days of use of the Rental Vehicle (or fewer) | 55 / 66 | Not possible | Not possible |
| Super protect – daily rate after expiration of the first 3 days of use of the Rental Vehicle | 16,584 / 19,9 | Not possible | Not possible |

If an individual discount is provided to the Sub-lessee through a promotional event, the fee for Overuse specified under numbers 1 to 8 of the Tariff are defined as the product of 1.5 and the relevant fee specified in the Tariff above



Article 6 – Inflation clause

1. The contracting parties have agreed that the Tenant is entitled to unilaterally increase the remuneration for the use of the Subject of the Contract for the entire period of the lease once (1x) per year in accordance with Article 1 of this contract by the rate of inflation for the previous calendar year officially declared by the Statistical Office of the Slovak Republic, as follows:
 - a) the remuneration valid as of December 31 of the calendar year will be increased as of January 1 of the following calendar year in accordance with the inflation rate announced by the Statistical Office of the Slovak Republic for the previous calendar year;
 - b) the supplement to the already paid remuneration for the use of the Subject of the Agreement for the past calendar year will be retroactively charged to the Sub-lessee in accordance with the rate of inflation declared by the Statistical Office of the Slovak Republic for the previous calendar year.

When adjusting the payment, the Lessee will be based on official data on the annual rate of inflation measured by the consumer price index published by the Statistical Office of the Slovak Republic on its official website. The Lessee shall deliver to the Sub-lessee a written notification of the increase in remuneration, and this increase shall be supported by documents from the Statistical Office of the Slovak Republic.

Additional invoicing of the increased compensation according to point 1. b) of this article is payable according to the issued invoice and the Sub-lessee is obliged to pay the difference of the compensation to the Lessee's account.

Article 7 - Final Provisions

1. Upon signature of the Contract, the Lessee and the Sub-lessee confirm they are acquainted with its contents, which express their free and deliberate will, and that the Contract is not concluded under duress or otherwise clearly disadvantageous conditions.
2. The Sub-lessee is aware that the Terms and Conditions published on the Lessee's website (www.auto-prestige.sk) or available at any time at the Lessee's registered office are an integral part hereof. The Terms and Conditions lay down the rights and obligations which are binding for both parties, and which are not stipulated directly herein.
3. Arrangements between the Sub-lessee and the Lessee related to the Contract not specifically stipulated herein or in the Terms and Conditions are governed by applicable provisions of Slovak law, and in particular the Commercial Code / Civil Code.

In Bratislava, dated

In Bratislava, dated

For the Lessee:

For the Sub-lessee:

Accession pursuant to Subsection 5.3.8. T&C:

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Martin Antal
managing director

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managing director

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For Guarantor:

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