

## **CAR LEASE AGREEMENT**

The company under the name **KGH Tourism Corporation Limited**, which will be referred to herein as the Lessor, (as proprietor of the trademark and distinctive title Athens Car Rental ACR, it will use it as an identifier of its services), hereby leases to the Lessee the Car referenced herein (including any replacement car), in accordance with the following terms and covenants of this agreement, as well as those terms listed on the front of the present, which the Lessee fully, explicitly and unreservedly accepts as legitimate, binding, in accordance with honest practices and may not contest them for any reason or cause.

- **1. DRIVER'S AGE:** The lessee, both for him/herself and for every additional driver, solemnly and unconditionally declares, knowing the consequences of the law, that he/she has reached the minimum age of 23 years in order to use Category B,C,D,D1,E,E1,E2 cars. For the other categories, the minimum age of the lessee-driver and any additional driver is hereby set and agreed to be the age of 25.
- **2. DRIVER'S LICENSE:** The lessee-driver of the vehicle must be the holder of a legitimate and valid driver's license, official and applicable both in Greece and the European Union and issued at least one (1) year prior to the date of conclusion of this lease agreement. Non-EU citizens must in all cases be holders of a driver's license valid both in Greece and in the European Union, or otherwise holders of an international driver's license, valid and legally recognized both in Greece and the European Union at the date of signing of this agreement, which they are required to present together with the valid driver's license issued in their country.
- 3. SECURITY DEPOSIT USE OF CREDIT CARDS MINIMUM RENTAL TIME: Upon approval by the Lessor and the Lessee, the security deposit is prepaid. The security deposit amount is determined by the Lessor based on the category of the vehicle, the rent, the duration of the lease and the period. For all vehicle rental categories, the lessee is required to provide a credit card accepted by Athens Car Rental to cover any amount related to the security deposit and the prepayment of the rent. Even if the rent is paid in cash, a credit card is required to pay the security deposit. The refund of the security amount can take up to 25 days depending on the bank that issued the credit card (the Lessor is not responsible for any delays that may occur in the refund of the amount, which are due to third parties). The minimum rental time is one (1) full day (24 hours). In the event of breach of any term of the lease agreement, the security deposit or part of the security deposit will be forfeited to the lessor. The lessee and any additional driver will be liable for any other financial damage suffered by the company beyond the amount of the security deposit. For each additional hour exceeding the agreed lease time and up to the first two hours, the lessee will be charged the daily rental charge for the car. Further to the first two hours, the charge will be made on the basis of the rental price for each additional day, if an extension of the lease has been agreed.

Category: Deposit

800.00€ for categories: C / D / E

1,000.00€ for categories: D2 / F / F2 / G / G1 / J / E3

1,200.00€ for categories: F1 / F4 / G2

1,500.00€ for category L1

2,000.00€ for category L2 / L5

- 4. DELIVERY AND RECEIPT: The Lessee solemnly declares that he/she has received the car, which he/she has examined and found to be to his/her satisfaction and in excellent condition, suitable for the purpose for which he/she leases it. The Lessee is obliged to return to the Lessor the car and all forms, tools and accessories accompanying it, in the state which he/she received it and at the time and place specified herein. The lessee-driver and any third party, before the delivery of the vehicle, must also take all of his/her personal items for which the Lessor assumes no responsibility for safekeeping, storage or even loss thereof. Otherwise, and after the agreed return time, the Lessee will be required to:1) pay to the Lessor compensation corresponding to the period of use, 2) pay compensation for any incidental and consequential damage of the Lessor, which is causally related to the deprivation of use of the vehicle (lost profits, etc.), as well as 3) restore at its own expense and upon consultation with the Lessor, any damage caused to the vehicle during its use, as well as any damage to the company by the inappropriate delivery - return of the vehicle. The Lessor reserves the right to regain possession and use of the Car at any time without notice and without the consent of the Lessee, but at his/her expense, from anywhere and by any means, provided that the lessee-driver does not return the vehicle at the agreed delivery day and time or has defaulted in the payment of the rent and in any case where, at its discretion, there is a risk of damage or loss of the car, as well as the risk of non-payment of the compensation for use and any other due compensation. The Lessor has the right, except in the above case, to regain the possession and use of the Car if and when it has been used or is used in breach of the terms of this agreement or its agreed return time, as well as if it deems it appropriate, to file a declaration of misappropriation of the car, its keys, as well as any item included in it or necessary parts (such as the spare tire, etc.), before the competent police and prosecuting authorities with all the resulting consequences (prosecution of all offenders, etc.) for the lessee and any third party derives rights from him/her.
- 5. THEFT (TPC), DAMAGES (CDW), CIVIL LIABILITY: The Lessee is liable to indemnify the Lessor, in the event of theft, loss or damage of the Car and/or the accessories attached to it (e.g. spare tire, roof box, keys etc.) as well as any third party (including its co-passengers) and to pay compensation for any incidental or consequential damages suffered by the Lessor, irrespective if it is at fault or not. In particular, the Lessee: a. 1) is liable for any damages that may be caused to the vehicle or third parties and for any fault thereof, 2) is obliged to indemnify the Lessor for any amount that it shall be liable to pay to third parties for damages that the Lessee and any additional driver caused in the course of driving the vehicle, and in the event of failure to do so, the Lessor has the right to seek legal redress plus statutory interest, as well as any further damages suffered (non-material damage, etc.). b. 1) He/she is responsible for the total, partial theft or loss of the Car, the keys, as well as all the items inside or outside of it, solely exempted from this obligation if the Lessor discharges the Lessee from the above liability, subject to a specific agreement, provided that the Lessee has already selected and accepted at the beginning of the lease the daily charge and terms for the Theft Protection Coverage (TPC), expressly referring to the cover on the front of this agreement. The terms are interpreted in the Lessor's catalogue each time, and apply as long as the Lessee-Driver proves that he/she has taken all safety measures to prevent the above damage (total, partial theft or loss of the Car, etc.) and provided that he/she used it in accordance with the terms of this agreement. 2) In any case, the Lessee shall return the key or keys he/she received back to the Lessor. 3) In the event of retention of the key (s) of the Car, the relevant insurance cover or any liability waiver clause (CDW, FDW see below) will not apply. 4) It is expressly agreed that the theft or loss of parts, accessories and / or equipment (partial theft) of the Car is not covered by the above acceptance of the Theft

Protection Coverage (TPC). c. 1) He/she is responsible for any damage to the Car as a result of a collision or fire, unless the Lessee has accepted the clause Collision Damage Waiver (CDW), expressly referring to the cover on the front of this agreement, by paying the corresponding daily charge. 2) The above acceptance of Collision Damage Waiver (CDW) does not exempt the Lessee if it is proven that the Car was not used, in accordance with the terms of this agreement and in particular with the terms of use (Article 7) hereof. 3) Even if the Lessee has accepted the clause "Waiver of Liability", he/she acknowledges that he/she is charged with a minimum charge for the repair of the cost of each individual damage, as determined by the Lessor's price list (repair work calculation system and damage assessment by a recognized company) and stated on the front of the present, unless the Lessee has accepted the "Full Damage Waiver" (FDW), expressly referring to the cover on the front of this agreement and paid the corresponding daily charge. 4) It is expressly agreed that: The acceptance of the above Collision Damage Waiver (CDW) or Full Damage Waiver (FDW), does not in any way cover damages caused: i. To the bottom of the Car. ii. To the tires (including the spare tire) and the wheels of the Car. iii. During loading, unloading or carriage of the Car on ships or trains or other means of transport, without the prior written consent of the Lessor. iv. To the vehicle's interior. v. To the glass windows, vi. extreme dirtiness of the exterior or interior of the car, vii. fuel filing Errors (For example, refuelling with a wrong type of fuel). d. The Lessee and any other third-party driver of the vehicle shall refrain from granting its use to third parties and, if he/she does so in breach of this agreement, he/she is fully responsible for repairing any damage that may be caused to the vehicle, or to third parties, by the fault of the user. e. 1) He/she shall drive the vehicle in accordance with the rules laid down in the Traffic Rules, while ensuring his/her safety and that of the vehicle and of the other users of the road network. 5) If any damage to the vehicle or to third parties is caused by the lessee's-driver's unconscientious and unsafe driving, in breach of the applicable Traffic Rules at the time of the occurrence of the damages and if proven to be his/her sole fault or even concurrent fault, he/she shall indemnify the Lessor for any amount that it shall pay in order to compensate for the damages claimed for itself or for the compensation of third parties, and in the event that he/she does not do so, the Lessor has the right to seek legal redress for any incidental or consequential damage or any compensation it shall pay to third parties, plus statutory interest and any further damages (non-material damage, loss of profits, etc).

6. CHARGES: The Lessee shall pay to the Lessor, with the sole exception of the signing of a written specific agreement, the following amounts: a. The daily fixed rent for the entire term of the lease of the Vehicle. b. The sums of money corresponding to the kilometers to be covered by the Car during the term of the lease, unless otherwise agreed in writing. The number of kilometers traveled shall be calculated in accordance with the meter readings at the beginning and end of the lease. c. All charges relating to the replenishment of the fuel of the Car if it is not returned with the same amount of fuel as it had upon receipt by the Lessee, d. All amounts relating to insurance covers such as the Theft Protection Cover (TPC), the Collision Damage Waiver (CDW), Personal Accident Insurance (PAI), Full Damage Waiver (FDW). e. Any taxes, fees, tolls, surcharges, court costs and other expenses related to the lease of the Car. f. Road accident file administration fees. g. Any costs incurred by the Lessor, including legal fees and default interest, due to late payment of any sums of this lease or recovery of the possession and use of the Car by the Lessor. h. Any penalties, fines, expenses for the immediate return and delivery of the license plates to the lessor, as well as the cost of custody and receipt of the vehicle from the police authorities, administrative penalties, legal and other costs imposed or possibly imposed on the Lessor for breaches during the use of the Car by the Lessee and any additional driver. In the latter case, the Lessee and the additional driver remain liable for any illegal acts they have committed even after the return of the vehicle. i. Any amount required for the replacement or repair of tires or wheels that have been destroyed or any amount of money to repair damage to the bottom of the Car, for the repair of any other damage and compensation for loss of the Car, unless the relevant

exemptions have been accepted and the terms of the lease agreement have been met in order for them to take effect (Article 5). The Lessor has software from a recognized company for the calculation of repair work and damage assessment. j. The additional charge for receiving and / or returning the car to a point other than that specified on the front of the present without the written consent of the Lessor, the charge specified by the Lessor. k. The charge for additional equipment in addition to the vehicle's basic equipment, or the provision of special equipment (for example, snow-chains, child seat, GPS, mobile internet), as mentioned on the front of the present. The cost for replacement of additional options, as the aforementioned, is set at 80.00 Euros. In the event of loss or damage to these additional options, the client is obligated to reimburse the lessor the replacement cost of 80.00 Euros. I. Any amount required to replace all vehicle locks and the issue of new keys in the event of loss by the Lessee of the key (s) delivered to him/her during the term of the lease. m. Any other charge provided under the terms of this agreement. The Lessee agrees and accepts that: 1. Any discounts that may be granted do not apply if the Bill issued by the Lessor is not properly and timely paid. 2. All charges include 24% VAT and are subject to the final review by the Lessor, and the Lessee hereby accepts same. Any of the above charges which the lessee did not pay at the beginning of the lease, he/she shall pay upon the return-delivery of the car to the Lessor Company.

- 7. TERMS OF USE: The Lessee-driver is required to show the diligence of an average prudent person and driver when using the Car, to maintain it in good condition, to examine its mechanical condition, the oil and water level indicator, tires and all its mechanical parts in order to inform the Lessor without undue delay about any need for repairs. Any repairmechanical intervention to the vehicle by the Lessee, the additional driver or another person (third party) is prohibited without the prior approval of the Lessor. In addition, the Car is prohibited: a. to exit and travel outside Greece, to be loaded on a train or other means of transport and to be driven off the recognized and asphalted road network (off-road), without the written consent of the Lessor. b. to be used to transport persons or things for a fee. c. for pushing or towing cars, bicycles and generally vehicles, boats or other objects. d. to participate in or follow races, durability tests and maximum speed tests, etc. e. to be driven by a driver who is under the influence of alcohol, drugs and all kinds of addictive substances, barbiturates or any other substance that affect the driver's ability to drive and the driver's senses. f. to be sub-leased or granted in any way to third parties; g. to be used for a purpose and in a manner contrary to what is defined in Greek and European law, and in particular to the provisions of the Traffic Rules. h. to be used as a means of committing criminal offenses (for example, smuggling, human trafficking, transport of illegal immigrants, transportation of narcotic drugs, etc.) i. to be used by any third person other than the Lessee and any additional driver (who must meet the conditions of paragraphs 1 and 2 hereof and his details must have been made known to the Lessor) for which the Lessee has accepted the daily charge for additional drivers, as determined by the price list of the Lessor each time. j. to be used for the transport of heavy luggage, flammable materials, polluting or malodorous litems and any prohibited material likely to cause danger to the vehicle, public health, road safety, the driver or third parties.
- **8. EXTENSION OF THE LEASE:** The Lessee shall return the Vehicle in the condition that he/she received it and at the agreed place, date and time. The exact date and time of return and delivery of the Car to the Lessor Company, as well as the termination of the lease, are evidenced solely by a document signed by an authorized representative of the Lessor. If the Lessee wishes to extend the lease of the Car, he/she shall notify the Lessor Company in writing at least twenty-four (24) hours prior to the end of the lease and obtain a relevant written approval by the Lessor. If he/she breaches the above obligation, he/she shall be civilly and criminally liable for illegal use and possession of the Car. In the event of an extension of the lease, the Lessee is bound by the terms and covenants of both the original

agreement and the lease renewal agreement, whether it is the same car or another that has been given as a replacement.

- **9. LIABILITY:** The Lessee expressly agrees that the Lessor is not liable for any incidental or consequential damage suffered by the Lessee or a third party (human or animal), during the term of the lease and no claim may be brought against the Lessor for the above cause. The Lessor Company is not responsible for the loss or destruction of any property abandoned, stored or transported by the Lessee or other person (third party) in or on the Car during the term of the lease or after the return of the Car to the Lessor.
- 10. ROAD ACCIDENTS, FIRE, THEFT: In the event of accident or other incident, such as fire, theft, etc. the Lessee and the additional driver are directly responsible for the following: a. to provide immediately and without any undue delay his/her details at the time and place of the accident to the drivers / pedestrians involved, as well as to receive theirs b. to inform via any appropriate means, without undue delay, the Lessor with regard to the occurrence of the incident and all the related matters c. to not acknowledge liability, guilt, and any liability in respect of third party claims, in any way, directly or indirectly, prior to the notification of the Lessor via any means (oral or written). d. to obtain by any appropriate means, without undue delay, the details of the other drivers, owners and vehicles (names, addresses, etc.) involved, as well as the details of eyewitnesses. e. to notify by any appropriate means, without undue delay, the competent police bodies (Traffic Police) and the Accident Assistance Service of the insurance company of the Lessor's vehicle. f. await the arrival of these instruments at the location of the accident, as well as complete the relevant actions, signing in agreement with the Lessor the Car Accident Statement Form and Road Accident Report Form and any relevant document, g. to perform everything possible and appropriate in order to ascertain fault as to the collision, as well as aiding any existing injured persons (National Emergency Aid Centre (EKAV), Fire Brigade, etc.). h. to transmit to the Lessor by any appropriate means, without undue delay, provided he/she possesses same, all the collected details in accordance with the above and the following below, which have a substantial influence on the accident. i. to collect any relevant information from any third party. j. to take, without undue delay, via any appropriate means, photographs of the place of the accident and of the vehicles involved and of the damage suffered as a result of the collision and of any other relevant evidence (such as injured persons, etc.). k. to the extent possible, within twenty-four (24) hours and given he/she has not already done so at the place of the accident, complete and sign an accident / theft solemn declaration at the nearest branch office of the Lessor and send any documents or information related to the accident to the Lessor. I. in case of theft or loss of the Car, he/she shall also notify the Lessor, report the incident in writing at the nearest police authority immediately, receive a copy of the Incident Report and return the key (s) of the vehicle to the Lessor Company. m. In the event of a mechanical failure or accident that cannot be repaired on the spot and the vehicle is deemed unable to continue safely by Road Assistance technician, we provide a replacement vehicle within 24-36 hours on Greece's mainland. If the incident occurs on an island, we will deliver the replacement vehicle to the nearest port within the same timeframe. The customer is responsible for covering the ferry costs for both the damaged vehicle and the replacement car.
- **11. INSURANCE:** a. The Lessor provides the Lessee and any additional driver with insurance cover from insurance companies of its own choice for death or personal injuries to third parties, whether passengers or not of the Vehicle (excluding the driver of the Car), up to the amount of € 1,220,000.00 and for material damage to third parties, excluding the Lessor's Car, up to a total amount of € 1,220,000.00, provided that the Lessee and any additional driver are not in breach of any of the terms of this agreement. In case of change of the insurance coverage thresholds in accordance with applicable Greek legislation, the reformed amounts will be applied, as these will be determined by the Legislator. b. The Lessor provides third-party insurance coverage only to those persons who use the Car with its

permission. c. Luggage and its contents are not covered by insurance and the Lessee is responsible for any loss or damage to items belonging or not to him/her. The Lessor bears no responsibility for any loss, damage, etc. during the lease or after the return of the Lessor's Car. d. In the case where the insurance policy provides for a deductible, the Lessee is obliged to pay the respective amount, for each individual damage, to the Lessor Company upon the return of the Car. If the amount of the respective damage does not exceed the agreed exemption amount, then the lessee is required to pay up to the compensation fee for the respective damage. e. The Lessee and any additional driver are solely liable for the payment of any amount that is excluded from the insurance coverage or exceeds its limit.

**12. PERSONAL INFORMATION:** The Lessee-driver expressly consents to the detailed registration of his/her personal data on a computer, based on the terms of the Lessor's Privacy Policy as posted on its official website www.athens-carrental.com or can be found in printed form at its registered office or its branch offices. It is expressly agreed that the Lessor has the right to use this information in accordance with the above Privacy Policy and the Law.

Geolocation data (gps): Some of our vehicles may carry geolocation systems (gps). These systems will be activated only in cases of theft of the vehicle, following a relevant notification from the lessee / driver. The legal basis is the legitimate interest of protecting the vested interest of company's property.

- **13. OTHER TERMS:** a. The Car is always owned by the Lessor. This is only a private lease agreement. The Lessee is in no way, and in no case a representative of the Lessor. The Lessee acknowledges that it does not acquire any rights other than those mentioned in this agreement. b. During the term of the lease, the Lessee is jointly and severally liable with any additional driver. c. Similarly, if a representative signs the present lease, he/she will be jointly and severally liable with the Lessee. d. This agreement prevails over any other written or oral agreement between the Lessor and the Lessee. e. Any amendment to the terms of this Agreement is void if it is not agreed in writing. f. The Lessee agrees and accepts that all of the above terms apply both to the original agreement with the Lessor and to the extension of the lease term or to the replacement of the original leased car with another. g. In the event of inconsistency between the copies and the original of this agreement, the original held by the Lessor shall prevail. The Parties acknowledge and accept all the terms of this agreement, all of which are deemed to be material.
- **14. JURISDICTION:** This agreement is governed by Greek Law and any dispute that arises between the Lessor and the Lessee under this agreement will be subject to the exclusive jurisdiction of the Courts of Athens, in accordance with the express and unconditional agreement for extension of jurisdiction in accordance with the Greek Code of Civil Procedure.

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