

General Conditions of the Rental Agreement

- 1.1 ALUGUE BRASIL - COOPERATIVA DE CONSUMO DOS EMPRESARIOS DE LOCADORAS DE VEÍCULOS, headquartered at Rua Sebastião Paes, 409, Campo Belo, CEP 04625-061, in the city of São Paulo - SP, a business concern duly listed on the National Register of Legal Entities (CNPJ) under number 08.641.892/0001-11, consisting of co-op member companies specializing in vehicle rental, all of which are independent businesses, each with its own entry on the National Register of Legal Entities, but all operating under the Trade Name *ALUGUE BRASIL - Aluguel de Carros*, in accordance with the Articles of Organization and Bylaws.
- 1.2 This document, called General Conditions of the Rental Agreement, determines the general rules and contractual clauses of the Rental Agreement of the co-op member companies working under the designation *ALUGUE BRASIL – Aluguel de Carros*, and the content of this Agreement must be informed to customers prior to signing.
- 1.3 A copy of these General Conditions of the Rental Agreement and vehicle inspection document must be an integral part of the Rental Agreement, for all purposes.
- 1.4 Each co-op member company will provide services of vehicle rental throughout Brazil, figuring as LESSOR on the Rental Agreement.
- 1.5 The Lessor is a private business, the corporate name of which shall be indicated on the letterhead of the Rental Agreement, and shall always be the sole and exclusive party liable for the proper development of that which has been agreed upon between the contracting parties, as provided in clause 9.2 herein.
- 1.6 The leasee or renter is an individual or legal entity, hereinafter known as the “Customer,” duly identified on the Rental Agreement and liable for full compliance with the obligations assumed thereby.
 - 1.6.1 Individual Customers must:
 - a - be at least 21 (twenty-one) years of age;
 - b - have a valid driver’s license, first issued more than two (2) years ago;
 - c - be fully fit to drive the rented vehicle, in accordance with traffic laws;
 - d - demonstrate income compatible to bear the liabilities for damages with reference to the rented vehicle and to third parties.
 - 1.6.2 The Lessor may, by mere liberality, waive the aforementioned proof of income, upon presentation of a credit card, in the name of the customer, with the availability of the minimum credit limits required by Lessor.

- 1.6.3 The Customer agrees and authorizes the Lessor, as a condition to enter into this Rental Agreement, to reserve an amount on the Customer's credit card (pre-authorization) referring to the amount of the protection deductible equivalent to two times the amount consigned on the rental agreement. The pre-authorization will be made at the beginning of the rental period and whenever the customer requests extension thereof.
- 1.6.4 The Lessor may choose to substitute the pre-authorization of the credit card by a check payable thereto, referring to the amount of the protection deductible equivalent to two times the amount consigned on the rental agreement. The pre-authorization will be made at the beginning of the rental period and whenever the customer requests extension thereof.
- 1.6.5 The Lessor, with the goal of protecting its assets and those of third parties, reserves the right, at its discretion, to analyze the Customer's registration information.
- 1.6.6 The time frame for such analysis of registration information set forth in clause 1.6.1. d and 1.6.2 may vary according to the complexity of each lease undergoing registration approval.
- 1.7 The User is, for all legal purposes, an agent or employee of a business entity, indicated thereby, and is responsible for receiving the vehicle, hiring additional services or coverage, signing the Rental Agreement, extending the term of the lease, and returning the vehicle.
- 1.7.1 The User must:
- a - be at least 21 (twenty-one) years of age;
 - b - have a valid driver's license, first issued more than two (2) years ago;
 - c - be fully fit to drive the rented vehicle, in accordance with traffic laws; and be pre-qualified and approved by the Lessor.
- 1.7.2 The Customer is responsible for the fulfillment of and compliance with the Rental Agreement by the User, acknowledging and agreeing that the latter will always act in the name of the former.
- 1.8 The Driver is the person named by the Customer, who will also be permitted to drive the rented vehicle, having been previously qualified and approved by the Lessor and properly identified on the Rental Agreement.
- 1.8.1 The driver must:
- a - be at least 21 (twenty-one) years of age;
 - b - have a valid driver's license, first issued more than two (2) years ago;
 - c - be fully fit to drive the rented vehicle, in accordance with traffic laws.
- 1.8.2 The Customer shall be responsible, along with the Driver, for fulfillment of and compliance with this Agreement.

2 Object

2.1 Rental of motor vehicles of the Lessor's ownership, possession, use or usufruct, by the Customer, for a specified period and for use exclusively in Brazil, observing the terms and limitations of the use thereof, established below, and other applicable provisions.

2.2 The rented vehicle may not be used for:

2.2.1 Transporting people and/or goods by charging consideration of any kind;

2.2.2 Transporting people and/or property beyond the capacity informed by the vehicle manufacturer;

2.2.3 Winching or towing any vehicle;

2.2.4 Participating in races, tests, competitions, rallies, reconnaissance of sections for rallies, and other forms of competitions, contests, and/or street races;

2.2.5 Teaching non-licensed persons to drive or conducting driver's training for any situation;

2.2.6 Transporting explosives, fuels, chemicals and/or flammable materials.

2.2.7 Driving on sand dunes and beaches or any roadway not compatible with the proper and normal use of the vehicle.

2.2.8 Any illegal purposes, including smuggling, as well as any commissive/omissive conduct that leads to criminal and fiscal administrative offense.

2.2.9 Any breach of clause 2.2 shall give rise to termination of the rental agreement and liability for any damage caused.

3. Term

3.1 The Rental Term and the location to return the vehicle are agreed upon in the Rental Agreement, recorded as "Local de Dev. e Data/Hora de Devolução" ["Return Location and Return Date/Time"].

3.2 In the event of an extension of the rental term, all provisions of these terms and clauses of the General Condition of Rental Agreement shall remain in effect, and the Customer shall remain subject to any price variations of Rack Rate in effect and the loss of any discounts and promotions for previously determined periods.

3.3 Extension of the rental by Individuals shall depend on prepayment or a new pre-authorization on the credit card offered.

3.4 The maximum duration of each rental is thirty (30) days, at the end of which a new Rental Agreement must be signed, and the General Conditions of the Rental Agreement in effect at the time of each renewal shall remain valid.

4. PRICE

4.1 The total amount of the rental shall be determined upon the closing of the Rental Agreement, which will take place upon return of the rented vehicle or the occurrence of any situation of contract termination, comprising the sum of the amounts contained in the items of clause 4.1.1 to 4.2 of the following items, which must be defined and specified at the time of signing the Agreement.

4.1.1 Rental

a - Daily rate: The daily rate of the vehicle covers 24 (twenty-four) hours from the time of vehicle removal, with a grace period of up to one (1) hour for returns.

b - Additional hours: Starting from the 25th (twenty-fifth) hour from the removal of the rented vehicle, additional hours will be charged (1/6 of the daily rate for each additional hour), and the one-hour grace period will also be charged.

c - Mileage: The customer may opt for rent the vehicle with unlimited mileage or limited mileage. For rentals with limited mileage, an additional charge will apply to the mileage that exceeds the limit imposed by the Rental Agreement, the rate of which shall be included in the Agreement between the Customer and the Lessor.

c.1 - When limited-mileage rates are contracted, if any violation of the odometer occurs, the average of 200 (two hundred) kilometers per day shall be considered, regardless of the day on which the event occurred, from the beginning of the rental until the effective return of the vehicle, for the purposes of the penalty set forth in Article 411 of the CCB.

c.1.1 - In the event of breakage of the odometer by unforeseeable circumstances/force majeure, the Customer/Driver undertakes to inform the Lessee, under penalty of application of Clause c.1.

d - Risk Coverage Protection: The customer may opt for the types of risk coverage listed in clause 7 herein. Purchase of such coverage is optional and will be valid for 24 (twenty-four) hours, with a one- (01-) hour grace for return of the vehicle. Starting from the 25th (twenty-fifth) hour, a new daily rate for the contracted coverages will be charged in full.

e - Return Fee: This fee will be charged whenever the rented vehicle is returned to an agency different from the agency where the vehicle was rented, according to the amounts specified in the Rack Rate in effect at that time.

f - Service Fee: 5% (five per cent) of the total amount of the Rental Agreement for vehicles removed and returned to agencies located downtown (Centro) and 10% (ten per cent) for vehicle removed or returned to agencies located at airports.

4.1.2 Reimbursement for Expense and Indemnifications

A - Fuel: The rented vehicle is delivered to the customer at the beginning of the rental period with a full tank of fuel. Upon returning, if the vehicle is not returned a full tank of fuel, reimbursement will be charged for the cost of filling the vehicle, based on the Lessor's own price table available at the rental counters and contained in the Rental Agreement, which stipulates that the fuel gage readings shall be taken by intervals of eighths.

A.1 - Because such fuel gage reading approximated amounts, the charge for fuel may vary in relation to a gas station by up to 30% (thirty per cent) higher or lower.

A.2 - If the rented vehicle has traveled a distance less than one hundred (100) kilometers and if the fuel gauge has not changed, the fuel will be charged based on estimated consumption.

A-3 - In case of accident with total loss, theft, robbery or fire of the rented vehicle, a full tank of fuel will be charged regardless of the status of the tank at the time of the fact.

B- Vehicle Wash: The vehicle is delivered clean to the customer at the beginning of the rental term. If it is returned dirty, on the vehicle interior and/or exterior, a simple or special cleaning fee will be charged, as appropriate based on the Lessor's own table available at the rental counters.

B.1. - If a special wash is required, in addition to the aforementioned fee, a minimum amount of 1 (one) daily rate – or as many daily rates as necessary until the respective vehicle is again available to rent, limited to thirty (30) daily rates of the vehicle model used, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time.

C - Vehicle documents: When such documents are not returned to Lessor, for whatever reason, one additional daily rate of the respective rented vehicle will be charged, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time, in addition to reimbursement for expenses to obtain duplicate document of the from the relevant traffic authorities.

D - Vehicle keys: When the vehicle keys are not returned to Lessor, for whatever reason, one daily rate of the respective rented vehicle will be charged, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time, in addition to reimbursement for expenses to have new keys made.

E - Expeditor's Fee: The Customer may opt to hire the services of one of the Lessor's Expeditors [*Despachantes*] in the following cases:

- (I) to obtain clearance any occurrences with the rented vehicle; and/or
- (II) to have a police report [*Boletim de Ocorrência*] issued at a police station.

E.1 - The customer shall reimburse the Lessor an amount equal to one (01) daily rental of a vehicle in group A, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time, whenever the event occurs at a distance of up to one hundred (100) kilometers from the rental agency from which the vehicle was removed.

E.2 - For distances exceeding one hundred (100) kilometers from the rental agency from which the vehicle was removed, the amount to be charged will be calculated according to the same amount for miles travelled in the Return Fee, between the site of the event and co-op member rental company from which the vehicle was rented, based on the Lessor's own table available at the rental counters.

E.3 - In any event, the Customer shall reimburse the Lessor for fees charged by the relevant authorities.

F - "No Show" means that the Customer did not show up to remove the vehicle from the rental agency at the reserved date and time.

F.1 - For any reservation that has not been canceled at least twelve (12) prior to the scheduled time of vehicle pick-up, the Customer will be charged one (1) daily rental of the reserved vehicle, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time. In the case of additional hire of a driver for the vehicle, one (1) daily rate of the driver will be charged as well.

F.2 - A reservation made less than twelve (12) hours prior to the scheduled vehicle pick-up will not be subject to cancellation policy, and the "No Show" will be charged in the event of the Customer does not show up to pick up the vehicle at the scheduled time.

G - Traffic Violations: The Customer shall reimburse the Lessor for the full amount of the fine, without discount for early payment, plus a service charge for reimbursement for administrative expenses, based on the Lessor's own table available at the rental counters and printed on the Rental Agreement.

H - Towing: An amount equal to one (1) Group-A vehicle daily rental will be charged, based on the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time, when the event occurs at a distance of up to 100 (one hundred) kilometers from rental agency where the vehicle was rented.

H.1 - For distances exceeding one hundred (100) kilometers from the rental agency where the vehicle was rented, the distance between the site of the event and the agency where the vehicle was rented will be charged, based on the Lessor's own table available at the rental counters.

I - Seizure of the vehicle: In addition to the provisions of item "e" above, all costs of professional services of lawyers to release the rented vehicle will be charged, in addition to fees charged by the relevant authorities.

J - Compensation for Damage or Accident: Understood as accident or theft, robbery, fire and collision.

J.1 - In the event of any damage or accident with the rented vehicle, all expenses and indemnifications set forth in clause 7.5 will be charged, if the Customer has not opted for one of the forms of protection set forth in clause 7.1.

K - Tire Accessories: The full amount will be charged in case of theft, robbery or damage to any tire or tire accessories of the rented vehicle.

L - Loss of profits: Loss of profits will be charged in case of theft, robbery, fire, accident, misappropriation or misuse of the rented vehicle (clause 7.4.8.) in the event of seizure of the vehicle by competent authorities, or any other event caused through fault of the Customer that causes any obstruction regarding the rental of such vehicle.

L.1 - For purposes of the Rental Agreement, loss of profits is understood to be for the time during which the Lessor remains without the vehicle available for rent, based on the amount of the daily rate for the respective vehicle according to the "Daily Rate with Unlimited Mileage" Rack Rate in effect at that time.

L.2 - Loss of Profits will be limited in the following events: (i) Improper use or recoverable accident: up to thirty (30) days; and (ii) theft, robbery, fire, total loss, misappropriation and/or any event that causes hindrance of further rentals, until by the recovered vehicle is received by the Lessor or the respective indemnification is received by the Lessor, whichever comes first, limited to a maximum of ninety (90) days.

M - GPS Navigator: The navigator is delivered to the customer upon the customer's expresses request, in perfect conditions of use and operation, and the kit supplied by the Lessor contains one browser device, vehicle mount, AC adapter, battery charger for vehicles, and installation support rod exclusively for use in the rented vehicle.

M.1 - The Customer is responsible for the safekeeping and conservation of the equipment and all accessories thereof, and undertakes to return it at the end of the vehicle rental period in the same condition as received, subject to indemnification of the Lessor for any damage to the GPS unit, regardless of the reason.

M.2 - The *Alugue Brasil - Aluguel de carros* protections do not cover, in any circumstances, any damage or loss of this equipment and/or accessories thereof.

M.3 - In case of theft, robbery, misappropriation or any damage, the Customer shall pay, as compensation, the amount included on the specific table available at the rental counters at the Rack Rate in effect at that time.

M.4 - The Customer agrees and acknowledges that the Lessor's responsibility is limited exclusively to the operation of GPS equipment, not having any responsibility for itineraries, maps and/or information base provided by said device.

M.5 - It is forbidden to use the GPS device for any purpose other than that stipulated for in this Agreement, subject to the application of civil and/or criminal penalties imposed for violation or misuse.

M.6 - Daily Rate - The daily rate of the GPS unit is based on a period of 24 (twenty-four) hours, with a one- (1-) hour grace period for return. Starting from the 25th (twenty-fifth) hour, a new daily rate will be charged in full.

4.1.3 - In addition to the foregoing items, the basis for calculating the rental PRICE shall also include, when so contracted, charges for home delivery and return; driver services; municipal, state or federal duties and/or taxes in force or which may come to be levied; financial charges in case of late payments; and any other charges/refunds included on the Rack Rate in effect at that time.

4.2. Any discounts negotiated shall not be cumulative with other promotional rates or special deals offered.

5. RESPONSIBILITIES OF THE LESSOR

5.1 To deliver the vehicle clean, fully fueled, in perfect operating and safety conditions to the Customer, including all equipment and documents required by the Brazilian Traffic Code.

5.2 To guarantee the reservation for a period of up to one (1) hour after the scheduled time for vehicle pick-up, provided that this additional period of time is within the agency's normal operating hours.

5.3 To assure delivery of a vehicle from the vehicle group reserved.

5.3.1. When the Customer receives a vehicle from a higher vehicle group than the model reserved, said Customer shall pay the rental amount of the vehicle reserved until such time at which the vehicle in the reserved category becomes available.

5.3.2. If the Customer does not come to the agency to exchange the vehicle on the date and time established by the Lessor, it shall be construed as the Customer's acceptance to remain with the upgraded vehicle, paying the respective rate for such vehicle from the beginning of the rental period.

5.3.3. When the Customer receives a vehicle from a lower category than the reserved, the Customer shall pay the rental amount corresponding to that of the category to which it belongs. Once a vehicle in the reserved category becomes available, the Customer will be informed by the Lessor for the replacement thereof, which will be at the Customer's discretion.

5.3.4. If the Customer does not come to the agency to exchange the vehicle on the date and time established by the Lessor, it shall be construed as the Customer's

acceptance to remain with the downgraded vehicle and pay the rental in full, from the time the vehicle was removed from the rental agency.

5.4. To replace the rented vehicle, at no cost to the Customer, in the event of breakdown due to electromechanical defect arising from normal use.

5.4.1. When such defect still allows the vehicle without to be driven without risk, the Customer shall have it replaced at the nearest agency or other location designated by the Lessor.

5.4.2. In case of a defect that prevents the vehicle from being driven, the Lessor will provide for the removal and replacement vehicle at no cost to the Customer.

5.4.3. In the event of removal of the vehicle, and if – after checking the defect – it is detected that such defect has been caused by accident or by misuse of the vehicle, according to the definition provided in item 7.4.8, or if the request for removal was unnecessary, the Customer shall pay to Lessor the amount of towing plus the value of 1 (one) daily rental of the rented vehicle based on the “Daily Rate with Unlimited Mileage” Rack Rate in effect at that time, regardless of the type of protection coverage purchased.

5.5. The Lessor, however, shall not replace the rented vehicle in case of theft, robbery, fire, collision, misappropriation, seizure by authorities, lost or stolen keys or documents, or malfunction caused by misuse of the vehicle, pursuant to clause 7.4.8.

5.5.1. In such situations, the Lessor, by mere liberality, may provide another vehicle to the customer, by opening a new rental agreement, at which time conditions different from the original contract may be agreed upon, and this shall under no circumstances be characterized as novation or waiver of any rights under the previous Agreement.

6. RESPONSIBILITIES OF THE CUSTOMER

6.1. Safekeeping of the rented vehicle.

6.1.1. The Customer shall be responsible for the safekeeping and proper use of the vehicle during the rental period, in accordance with the purposes and limitations defined herein.

6.1.2. The Customer shall use the vehicle only within Brazil, being expressly prohibited to cross any international border with the rented vehicle.

6.1.3. The Customer shall recognize and assume, upon rental and receipt of the vehicle, legitimate and autonomous possession thereof, for all legal purposes, without any legal or contractual solidarity vis-à-vis the Lessor, regarding liabilities for damages arising from the usage and/or movement of the vehicle, accidents and/or traffic violations, pursuant to article 265 of the Brazilian Civil Code.

6.1.4. The Customer shall be responsible for the cost of all any and all events arising from any lending or assignment of the rented vehicle to a third party, even with prior and formal authorization from the Lessor at time of rental.

6.1.5. The Customer shall not perform any repair or authorize any service to the rented vehicle without the prior express consent of the Lessor.

6.1.6. The Lessor shall not reimburse the Customer for any costs incurred for repairs or services to the rented vehicle without the Lessor's express consent.

6.2. Returning the Rented Vehicle:

6.2.1. The Customer shall return the rented vehicle at the time, date and co-op member location, previously defined and consigned in the Rental Agreement.

6.2.3. In the event that the rented vehicle, for any reason, comes to be towed away by the competent authorities, the Lessor shall recognize the return of the vehicle and termination of the rental once it is in physical possession of the vehicle.

6.2.4. In the event the vehicle is involved in an accident or fire, the Lessor shall recognize the return of the vehicle and termination of the rental once it is in physical possession of the vehicle.

6.2.5. In the event of theft or robbery of the rented vehicle, the Lessor shall only recognize the termination of the lease at the time and date indicated on the police report [*Boletim de Ocorrência*] on the fact.

6.2.6. Any delay in returning the vehicle will be automatically defined as misappropriation.

6.2.7. If any misappropriation is thus characterized, the Customer shall be subject to criminal and civil penalties resulting therefrom, as well as all judicial or extrajudicial expenses that the Lessor incurs in the search, seizure and effective repossession of the rented vehicle.

6.2.8. The Lessor, however, shall only recognize the termination of the rental on the date and time of registration of the police report, regardless of the date and time of occurrence of the event. In this case, the contracted amount of rental until the date and time of reporting of the occurrence will be charged by the lessor, without prejudice to the Customer's liability for any damage caused thereby, under the terms and for the purposes of article 575 of the Civil Code and the provisions set forth in Clause 6.5.2 below.

6.3. Liability for Indemnity:

6.3.1. To accept the call to the process in lawsuits whereby the Lessor is sued by third parties to assume the applicable responsibilities and/or to assure the regressive rights of the Lessor ("*Denúnciação a Lide*" or "*Assistência Litisconsorcial*" – as per article 70, III or article 50, both the Code of Civil Procedure.)

6.3.2. To accept that the Lessor promote, by the judicial–procedural means available thereto, when called upon, the lawsuits that come to filed against it by damaged third parties claiming compensation of any nature (including, but not limited to property damages, personal injury, pain and suffering and/or loss of profits) arising from events with the rented vehicle, and shall assume the role of defendant in such actions.

6.3.3. To acknowledge that the liability for damages of the Lessor are limited to those defined in contract, and it shall be incumbent upon the Customer to bear all the burdens that exceed such liabilities, whether in court or out of court, according to the amounts specified in the Rack Rate in effect at the time and in the Rental Agreement.

6.4. Fines for traffic violations:

6.4.1. To submit to the Lessor, at time of rental, the driver’s license (original) of the Customer and/or drivers formally authorized under the Rental Agreement, in addition to CPF and ID, for identification purposes, file and photocopy.

6.4.2. To agree that, upon renting the vehicle, by signing the Lease Agreement, the Lessor will indicate them as driver/offender in cases of traffic tickets received during the rental period, pursuant to article 257, §§ 3 and 7 of the Brazilian Traffic Code. The Lessor, by indicating the driver as the actual offender, will make it immediately a legitimate party for the exercise of its right to defense.

6.4.3. To recognize that the Lessor, after being notified as to the violation committed during the rental period, will arrange for payment of the fine and will proceed to collect such amounts with the charges set out in clause 4.1.2, item “g”, constituting net and certain debt, even if in the event of an appeal on trial.

6.4.4. For those violations where the offender is approached by the traffic officer and receives the Ticket, the Customer thereby immediately becomes legitimate to file an appeal, as provided for in Article 257, §3, of the CTB, and shall report such fact and deliver copies of the ticket to the Lessor. If Customer is omissive, the Lessor reserves the right to take appropriate measures, make the payment and proceed with collection from the Customer as soon as it becomes aware of such fine.

6.4.5. To appeal the fines directly with the competent traffic authority at its discretion and at its expense. If the appeal is victorious, the Lessor will transfer to the Customer a copy of the proof of payment in order that the Customer can request from the traffic authority reimbursement of the amount, as restitution.

6.4.6. To reimburse the Lessor for any amount paid regarding traffic fines incurred during the period the vehicle was rented by the Customer, even if the Lessor is not notified by the ticket-issuing traffic authority within the statutory period.

6.4.7. Any discussion as to the presence or absence of adequate grounds, or the fairness or unfairness, of such traffic fines shall be made by the Customer with the ticket-issuing traffic authority, and in no event with the Lessor; the Customer continues to be liable for

the repayment of all amounts stemming from the traffic fines incurred during the rental period.

6.5. Payments:

6.5.1. To appeal and make the payment of debts arising from the rental, pursuant to clause 4; the Lessor is authorized to charge directly through banks or automatically debit such amounts on the Customer's credit card, through the signature on file, even if the expense was determined after the end of the Rental Agreement.

6.5.2. To pay the debts arising from the rental until the actual return of the vehicle by the User or Driver.

6.5.3. All amounts, charges and expenses of the rental constitute net and certain debt for cash payment, and the Lessor entitled to promote actions of enforcement in order to recover the amount due.

6.5.4. To bear all costs stemming from any Accident with the rented vehicle.

6.5.5. Theft, Robbery or misappropriation of the vehicle: To reimburse the Lessor for the market value of the rented vehicle, licensing fee and vehicle taxes, a full tank of fuel, and lost profits, in accordance with clause 6.5.8. If the Lessor to recovers the vehicle and such recovery occurs after the full payment of applicable compensation, the amount of daily rates included in the period shall be due, for the purpose of reimbursement, plus transportation costs from the site of recovery to the location from which the vehicle was rented, damages, missing accessories, fees and miscellaneous expenses necessary for returning the vehicle to perfect operation.

6.5.6. Accident with Total Loss or Fire: To reimburse the Lessor for the market value of the rented vehicle, licensing fees and vehicle taxes, a full tank of fuel, and lost profits, as per clause 6.5.8, as well as any kind of compensation to third parties that the Lessor may have been ordered to pay, considering the Customer's sole responsibility for any such compensation. Total loss is considered to be when the value for vehicle recovery is greater than 50% (fifty per cent) of the market value thereof, reported in MOLICAR Table or, in the event of discontinuation thereof, according to the FIFE table.

6.5.7. Accident without Total Loss: To reimburse the Lessor the amount of recovery of the rented vehicle, plus loss of profits suffered by the Lessor in accordance with clause 6.5.8, as well as any kind of compensation to third parties that the Lessor may have been ordered to pay, considering the Customer's sole responsibility for any such compensation.

6.5.8. Loss of Profits: To pay the Lessor any lost profits, in case of theft, robbery, fire, accident, misappropriation and misuse of the vehicle (defined pursuant to item 7.4.8) and also in the event of seizure of the vehicle by the competent authorities, under Article 402 *et seq.* of the CCB.

6.5.8.1. The calculation of the amount for the purposes of lost profits will be made starting on the date the event occurred until the date of actual reimbursement of the amount or delivery of the recovered vehicle to the Lessor, in an amount equal to the vehicle rental, under the Rental Agreement between the Customer and the Lessor.

6.5.9. Towing: To reimburse the Lessor for all vehicle towing expenses, as well as expenses of impoundment fees of the traffic authority, when the rented vehicle is towed for any reason, unless proven breakdown originating from electromechanical defects stemming from normal use vehicle.

6.5.10. Seizure of vehicle: To directly bear all expenses that may be necessary, such as professional services of attorneys and/or expeditors [*despachantes*] to release the rented vehicle that has been seized, in addition to the fees charged by competent authorities.

7.1. PROTECTION COVERAGE OFFERED BY ALUGUE BRASIL – ALUGUEL DE CARROS

7.1.1. The Protections offered by *Alugue Brasil – Aluguel de Carros*, when purchased by the Customer, with formal and anticipated adhesion thereto, through payment of additional daily fee, shall cover the following:

7.1.2 AB Protection (vehicle): AB Protection for the rented vehicle covers theft, robbery, total loss, fire and damage, leaving the customer to bear, regardless of fault, only the participation described in the Rental Agreement and contained in the Rack Rate in effect at the time.

7.1.3. Third Party Protection: Coverage for bodily injury to third parties and damage to third-party property, involved in accidents with the rented vehicle, according to the limits and participation described in the Rental Agreement and contained in the Rack Rate in effect at the time.

7.1.4. Additional Protections for Additional Drivers (Additional Driver): Other drivers may be included in the Rental Agreement, if previously qualified and approved by the Lessor and through payment of additional daily fees for extension of coverage protections purchased, since only the Individual holder of the Rental Agreement and the User designated a Corporate renter, previously identified, are permitted to drive the rented vehicle properly covered by the protections purchased.

7.2. In case of any accident with the rented vehicle, the Customer must report the fact immediately to the Lessor and have a police report or forensic report issued (the latter in the case victims are involved), having a period up to 48 (forty-eight) hours to provide proof or protocol of issuance of such documents, under penalty of losing the protections contracted.

7.3. The Customer must fill out the Lessor's Accident Report.

7.4. The contracted protections will be lost whenever the Customer:

7.4.1. Fails to fill out the Lessor's Accident Report;

7.4.2. Fails to submit proof or protocol of issuance of a Police Report or Forensic Report;

7.4.3. Lends or assigns the rented vehicle to third parties without the Lessor's prior written authorization;

7.4.4. Drives the rented vehicle outside Brazil;

7.4.5. Practices acts/omissions that are typified as very serious infractions, as set forth in chapter 15 of the Brazilian Traffic Code, determined by description in a police report or in a final judgment.

7.4.6. Commits gross negligence in the safekeeping and use of the vehicle, especially if the vehicle is left or parked in a secluded area or with doors unlocked or windows down, key in the ignition, or other situation of carelessness with the rented vehicle;

7.4.7. Carries out intentional wrongdoing or improper use of the vehicle;

7.4.8. The following situations shall be considered as inappropriate use, in addition to those set forth in clause 2.2:

a) Driving the vehicle on sand dunes, beaches, roadways that are flooded or lacking normal traffic conditions, which may endanger the vehicle;

b) Driving the vehicle for any purpose other than the purpose specified on the vehicle's Certificate of Registration and/or manufacturer's specifications, such as transporting people and/or goods by charging consideration of any kind or transporting persons and/or property beyond the capacity indicated by the manufacturer; towing any vehicle; participating in races, trials, competitions, rallies, reconnaissance of sections for rallies, and other forms of competitions, contests and/or street races; teaching non-licensed persons to drive and conducting driver's training for any situation; transporting explosives, fuel, chemicals and/or flammable materials; or for any illegal purpose whatsoever;

c) Driving with oil pressure or water temperature warning lights lit on the dashboard of the vehicle. If Customer persists in continuing to drive the vehicle under such circumstances, even for a short time, damage will occur to the engine, which will be identified through a technical report from Dealers or judicial report, at the choice of the Lessor, monitored by the Customer whenever it expresses interest in doing so;

d) Damaging the bodywork, paint, upholstery or mechanical parts by carelessness in the usage of the vehicle.

7.5. If there is no purchase of protections for covering risks, or if there is loss of protections, the Customer shall pay directly all costs arising out of any event and the consequences thereof, including damaged third parties, whether judicially or extrajudicially, in addition to towing and loss of profits, without prejudice to the obligation to compensate the Lessor for

any indemnifications that it has to bear as a result of the conduct of the Customer, User or Driver.

7.6. There is no coverage for the following:

7.6.1. Intentional wrongdoing or improper use of the vehicle, as defined in item 7.4.8 above;

7.6.2. Theft of the rented vehicle, whenever the vehicle documents and keys are not returned to Lessor.

7.6.3. Misappropriation

7.6.4. Keys and/or documents of the rented vehicle

7.6.5. Expenses on towing for distances greater than one hundred (100) kilometers from the agency where the vehicle was rented.

7.6.6. Expenses of impoundment fees of traffic authorities in case of seizure of the rented vehicle.

7.6.7. Damages for pain and suffering of vehicle occupants or third parties.

7.6.8 Loss of profits caused to third parties.

7.6.9. Professional services of attorneys and/or expeditors [*despachantes*].

8. TERMINATION

8.1. The Lease Agreement shall be deemed automatically terminated by the Lessor, regardless of any judicial or extrajudicial notification, and without further formalities, shall proceed with the retaking and recognition of the vehicle, and any such action shall not entitle the Customer to any right of retention or any action of a compensatory or remedial nature, in the event of any of the following:

8.1.1. The vehicle is not returned at the date, time and agency previously defined in the Rental Agreement;

8.1.2. Any accident occurs with the rented vehicle, regardless of the coverage protections purchased;

8.1.3. Inappropriate use of the vehicle occurs (as defined in item 7.4.8 above);

8.1.4. The rented vehicle is seized by competent authorities;

8.1.5. Customer fails to pay its debts on the respective due dates.

8.2. The Rental Agreement will also be terminated, by law, in cases of breach – whether by the Lessor or the Customer, User and/or Driver – of the contractual obligations set forth herein, cases in which the specific penalties of this Rental Agreement shall apply.

9. GENERAL PROVISIONS

9.1. The Customer agrees that its signature on the Rental Agreement implies its awareness and consent, for itself, its heirs and/or successors, with the clauses of these General Conditions, to which it has full access and knowledge.

9.2. The Customer is aware and knows that the *ALUGUE BRASIL – Aluguel de Carros* system, which operates under the brand name *ALUGUE BRASIL – Aluguel de Carros*, consists of a number of different legal entities, operating with administrative, financial and legal autonomy. Thus, the Customer undertakes to settle any judicial or extrajudicial disputes only with the respective principal, duly identified in the Rental Agreement.

9.3. Any omission or delay of either of the parties herewith to demand the fulfillment of any term or condition of the Rental Agreement, or to exercise any right, privilege or remedy set forth herein, shall not constitute a novation nor imply waiver of the future possibility to demand such term, condition, right, privilege or remedy.

9.4. The Rental Agreement may not be transferred or assigned, in whole or in part, by any of the parties herewith to any third party, for any purpose whatsoever.

9.5. The Rental Agreement constitutes the entirety of what has been agreed upon between the parties herewith regarding the subject matter thereof, and supersedes any prior understandings or agreements.

9.6. Each clause, paragraph, and sentence of the Rental Agreement and of these General Conditions of the Rental Agreement constitutes a commitment or disposition independently and distinct from the others. Whenever possible, each clause should be interpreted to become valid and effective under applicable law, observing the original intentions of the parties herewith.

9.7. The Lessor shall not be liable for any items or valuables left or forgotten the rented vehicle, as well as on its premises.

10. JURISDICTION

10.1 The competent jurisdiction to resolve any disputes arising from or related to the Lease Agreement is that of the headquarters of the Rental Company where the vehicle was rented, expressly waiving any other, as privileged as it might be.

10.1.2. For the purposes of public knowledge and in order to have the effect referred to in Article 221 of the Civil Code, this instrument has been registered under microfilm number 8815089 at the 3rd Registry Office of Deeds and Documents, located at Praça Manuel da Nóbrega, 20 – Centro – Sao Paulo – SP.