

MŠ-CAR PRAHA s.r.o., established Jinonicka 804/80, 158 00 Prague 5, ID 27237249, TAX ID CZ27237249, gives the following under respect of § 273 of Act No. 513/1991 Coll. Business Code, (hereinafter referred to as the "Commercial Code"), these

general terms and conditions of vehicle lease

(Hereinafter "Terms and Conditions" or "GTC")

1. Introductory provisions

- 1.1. These Terms and Conditions govern the relationship between the Lessor and the Lessee concerning the car lease established by signing the contract of vehicle lease, hereinafter referred to as the "Contract".
- 1.2. These Terms and Conditions shall be binding for the Lessor and the Lessee and are an integral part of the Contract.
- 1.3. Individual regulations of the GTC can be changed or eliminated by the Contract.
- 1.4. These Terms and Conditions apply whenever the Contract or other written agreement between the parties does not contain any other adjustment.

2. Applicable law and legal system

- 2.1. Contractual relations between the Contracting Parties shall be governed by the law of the Czech Republic.
- 2.2. By signing the Contract between the Lessor and the Lessee, both parties accept that their mutual relation will be in accordance with § 262 paragraph 1 of the Commercial Code subject to § 630 et seq. Commercial Code under the provision adjusting the Contract on vehicle lease.

3. Lease Subject

- 3.1. The Lessor agrees to provide the vehicle to the Lessee specified in the Contract for temporary use under conditions listed in the Contract and he Lessee agrees to pay the Lessor remuneration for that (hereinafter referred to as "Rent").
- 3.2. During the validity period, the Lessee does not acquire any ownership of the vehicle.

4. Lease Period

- 4.1. The specific lease period is always set in the Contract. The Contract (for vehicle lease period) may be extended by agreement of the parties.
- 4.2. The Lessor is authorized to terminate the Contract immediately and to remove the vehicle from the Lessee in case any of these facts arise:
 - 4.2.1. The Lessee uses the vehicle in breach of the Contract or the general binding legal rules or in the manner in which he causes damage to the Lessor, or a considerable damage threatens the Lessor.
 - 4.2.2. The Lessee fails to comply with any of the Contract obligations, especially he fails to fulfil the financial bonds to the Lessor for more than 30 days.
 - 4.2.3. The vehicle has been or will be damaged through the fault of the Lessee.
 - 4.2.4. The vehicle has been or will be exported outside the territory of the Czech Republic which is inconsistent with the conditions laid down in the Contract.
 - 4.2.5. Home address of the Lessee's headquarters is, although even temporarily, moved outside the Czech Republic.
 - 4.2.6. The Lessee's property is subject of bankruptcy, administrative proceedings, seizure and other similar proceedings.
 - 4.2.7. The Lessee has provided the Lessor during the conclusion of the Contract with false or incomplete information.
 - 4.2.8. The Lessee does not notify the Police of the Czech Republic (or the police authority of the State), as well as the Lessor on a car accident, damage, destruction or theft of the vehicle or other facts, due to which the vehicle has been damaged.
 - 4.2.9. The Lessee made adjustments of some parts or engine without the Lessor's consent.
 - 4.2.10. The Lessee has not notified the Lessor in writing about the damage or inoperability of the vehicle's speedometer.
 - 4.2.11. The vehicle becomes a subject to lien, pledge or any other proprietary or contractual rights of any third party.
- 4.3. The Lessor's immediate written notice shall be delivered to the Lessee and becomes effective on the date of delivery.
- 4.4. The Right to use the vehicle expires the same date as the Contract terminates or by the destruction or theft of the vehicle. Of course, this does not terminate the mutual rights and obligations of the contracting parties which shall exist till the date of termination, especially does not terminate the Lessor's right for Rent payments, damage and contractual penalties, etc.
- 4.5. The Contract may be terminated even by the agreement of both the parties.

5. The rights and obligations of the parties at the vehicles delivery to the Lessee

- 5.1. The Lessor is obliged to submit the vehicle to the Lessee in proper technical condition, fit and ready for use and equipped with accessories relevant to legal restrictions in force at the time and place specified in the Contract, including the documents required for the vehicle operation – manual for vehicle operation and maintenance and proof of legal insurance. Vehicle does not have an exception for parking in designated areas.
- 5.2. The evidence of Lessor's delivery of the car is the "Transfer Protocol" (hereinafter referred to as the "Protocol"). All obvious defects, damage to the vehicle and comments on the state of the leased vehicle shall be exercised by the Lessee until the delivery day and shall be recorded in the Protocol.

6. The rights and obligations of the Contracting Parties at returning the vehicle to the Lessee

- 6.1. The Lessee is obliged to return the leased vehicle, including keys, relevant vehicle documents and taken accessories of the vehicle and equipment not later than the time, place and manner defined by the Contract.
- 6.2. The Lessee is obliged to return the leased vehicle with a completely washed and clean exterior and interior, intact and in condition he took the vehicle, taking into account normal wear and tear (see Article 6.11).
- 6.3. In case the Lessee took the vehicle with a fully fueled tank, he is obliged to return the vehicle with a fully fueled tank, otherwise in a condition in which he took the vehicle (see Article 6.13.).
- 6.4. The Vehicle from the Lessor must be taken by a designated officer of the Lessee. The Lessee is obliged to physically transfer the vehicle and the delivery shall be confirmed.
- 6.5. If the Lessee fails to fulfil his obligation to physically transfer the vehicle to the Lessor, the designated officer authorized by the Lessor is allowed to get to know the status of the returned / seized vehicle, documents, accessories and equipment of the vehicle under the presence of another Lessor's employee, who confirms the condition of the vehicle by signing the Protocol, together with the designated employee. If the Lessee fails to fulfil his obligation to physically transfer the rented vehicle, the decisive moment is considered to be the date and time of physical delivery of the vehicle, given in the Protocol.
- 6.6. If the Lessee returns the vehicle to the Lessor with a delay, he is obliged to continue to pay the rent respecting the current Price List of the Lessor.
- 6.7. If the Lessee does not return the vehicle within the period of 30 days after the Contract has terminated and the Lessor does not have a written record of Police of the Czech Republic (or the police authority of the State) about the car accident, damage, destruction or theft, or Lessee's written information that the vehicle is detained (see Article 6.8.), the Lessee is obliged and agrees to pay costs associated with tracing, detention, confiscation of the vehicle, or its transport to the Lessor's offices, etc. If the Lessee does not return the vehicle to the Lessor within 60 days after the expiration of the lease period, the Lessor does not have the car in his own possession and simultaneously the Lessee did not hand in a written record of Police of the Czech Republic (or police authority of the State) about the car accident, damage, destruction or theft, or any written information that the vehicle is retained, the Lessee shall and agrees to pay the Lessor a remuneration in the amount of the vehicle's value stated by an estimate proved by a forensic expert appointed by the Lessor. Remuneration is due to the day that immediately follows after the period of 60 days from the stated day of the lease period expiration.
- 6.8. If the Lessee has the car removed, seized or confiscated the Lessee is obliged to immediately notify via a phone call the Lessor (followed by a subsequent written confirmation) and the Lessee shall take all measures necessary to "free" the vehicle and is obligated to pay the rent during the whole period. The agreed rent payment period shall not end before the vehicle is returned to the Lessor. The Lessee is in this case in charge of paying inter alia all the Lessor's losses that occur in connection therewith.
- 6.9. The Lessee is, in the case of delay in returning the vehicle to the Lessor within a specified time and

- 6.10. place, informed with a fact that the Lessor will report about this fact the police of the Czech Republic (or the police authority of the State) that the Lessee uses the vehicle unlawfully, and the consequences of this fact which may arise, shall be borne by the Lessee.
- 6.11. If the Lessee fails to return the car with the vehicle keys (keys to the gear change lock, remote control with a key from the vehicle) and the vehicle documentation (vehicle registration certificate, proof of liability insurance, international automobile insurance card, service book, car operation manual, radio operating instructions radios, etc.) they are returned damaged which hinders its further usage, the Lessee is due to this inoperability obliged and bound to pay the damage in the amount of the Lessor's actual costs.
- 6.12. If the Lessee fails to fulfil his obligation to return the leased vehicle equipment, he is obliged to and agrees to pay damages or costs corresponding with a newly acquired equipment component, which is identical or similar to the missing item. It is a possible case of a missing tyre, first aid kit, ropes, jack cabin, decorative wheel hubcaps, warning triangle, screws for driving wheel bolts, security screw attachments of the wheels, a set of replacement bulbs, spare set of fuses and other equipment.
- 6.13. If the Lessee fails to fulfil his obligation to return the vehicle with a fully fueled tank, or with such a state of fuel tank, in which he took the vehicle (Article 6.3.), the Lessee is obliged and agrees to pay the Lessor the missing fuel according to its actual costs.

7. Other rights and obligations of the Lessor

- 7.1. The Lessor shall be entitled to request at any time access to the vehicle in order to check the technical condition and to control whether the Lessee uses the vehicle properly and in accordance with the terms and conditions of the contract and according to the generally binding legal regulations. The Lessee is obliged to allow this control from the Lessor's side.
- 7.2. The Lessor has a duty to perform routine maintenance and repair of the vehicle in such a way that is usual for operating such vehicles so that during the lease it is always in a good technical condition.

8. Other rights and obligations of the Lessee

- 8.1. The Lessee must meet all legal requirements for driving a motor vehicle.
- 8.2. The Lessee is entitled to use the vehicle for the purpose specified in the Contract, or other usage for which the vehicle is typically used.
- 8.3. The Lessee is obliged:
 - 8.3.1. Use the vehicle only in accordance with the terms and generally binding legal regulations.
 - 8.3.2. Ensure that the vehicle is not damaged, avoid excessive wear, theft, loss or destruction or damage.
 - 8.3.3. Follow manufacturer's instructions concerning the vehicle operation, observe the quantity of operating fluids that are paid by the Lessor – i.e. oil, coolant and brake fluid (the Lessor does not pay the windscreen wash liquid and minor vehicle maintenance, etc.), to observe the tyre pressure, etc. and comply with the conditions and recommendations set by the Lessor.
 - 8.3.4. Use only such types of fuels, oils, lubricants, coolants and brake fluids that are acknowledged by the manufacturer and the Lessor.
 - 8.3.5. Periodically, at a rate no later than every 1000 km check the status of liquids.
 - 8.3.6. Present the leased vehicle for carrying out regular servicing, maintenance, repair, warranty repair or service inspection on dates specified by the vehicle manufacturer or an authorized service center or that are indicated on the vehicles dashboard.
 - 8.3.7. Ensure with the Lessor regular inspections of the vehicle service checks on dates specified by the vehicle manufacturer or an authorized service center that are indicated on the vehicle dashboard.
 - 8.3.8. Protect the vehicle against theft, misuse, destruction or damage.
 - 8.3.9. After each stop or parking always use the vehicle security device with which the vehicle is equipped, not to leave the vehicle keys and documents inside the vehicle as well as the radio panel and always lock the vehicle.
 - 8.3.10. Immediately via telephone with subsequent written note report to the Lessor any damage or malfunction of the speedometer (in relation to indicators of km).
 - 8.3.11. Supply the Lessor with a written note whenever change in the Lessee's ID occurs, which are an essential part of the Contract, no later than 3 (three) calendar days from the effective date of such change. This concerns in particular the change of name and surname or business names, legal status, headquarters address, company ID, change of persons in charge, current telephone numbers for communication with the Lessor and delivery address. In such case the obligation is not respected by the Lessee, he is liable for any damages arising from this.
 - 8.3.12. The Lessee is also supposed to have always the contract or a copy of it with himself in case of any entitlement control.
- 8.4. The Lessee is not entitled to:
 - 8.4.1. Sell, donate, dispose, encumber the vehicle for third-party claims.
 - 8.4.2. Drive a vehicle after drinking alcohol, using drugs, medicines or other substances that may affect the perception and ability to react, or let such person to operate the vehicle.
- 8.4.3. Overuse the vehicle.
- 8.5. Without the prior written consent of the Lessor, the Lessee is not entitled to:
 - 8.5.1. Use the vehicle to tow any trailers.
 - 8.5.2. Use the vehicle for any sport, training, teaching or testing purposes.
 - 8.5.3. Rent, lent, or transfer or by any other means let the vehicle be driven or operated by third parties.
 - 8.5.4. Use the vehicle outside the Czech Republic. If the Lessor allows the Lessee to drive the vehicle outside the Czech Republic, the vehicle can be used only in countries geographically located in Europe, Turkey, with the exception of Belarussia, Moldova, Russia and Ukraine.
 - 8.5.5. Use any form of promotional campaigns on the vehicle.
 - 8.5.6. Equip the vehicle by any extra equipment, accessories, or otherwise modify the vehicle.
- 8.6. The Lessee may entrust the operation of vehicle only to drivers with valid driving license of a particular group, who is listed in the Contract as the second driver or his employee - driver with a valid driving license of a particular group, which carries out activities in favour of the Lessee in accordance with the Lessee's activities. All formalities related to the use of the Lessee's employee car - driver are an internal matter of the Lessee himself.

9. Vehicle Repair and Maintenance

- 9.1. All Costs associated with normal repair and maintenance of the vehicle (except of punctures and tyre damage, disc damage, cleaning, minor maintenance, refilling of fluids in the windscreen washer reservoir, etc., which are paid by the Lessee) shall be paid by the Lessor. The Lessor shall bear the costs in particular, to supply the fluids apart from the regular service checks, especially oils, brake fluids and coolants. The Lessee is obliged to allow the repair, maintenance and inspection service of the vehicle and bear the restrictions to the vehicle usage to the extent necessary for their completion (Article 8.3.6 and Article 8.3.7).
- 9.2. For Costs associated with the vehicle repair, when the need for a repair arose due to an improper use of a vehicle by the Lessee or a third party, whom the Lessor allowed access to, or that is contrary to the usual way of using the vehicle, or by violating the contract terms, whether by the Lessee or a person, whom an access to the vehicle was permitted by the Lessee, is fully responsible the Lessee. The Lessee is also fully responsible to pay the full damage that might be the result of such actions.
- 9.3. The Lessee is obliged to notify the Lessor via telephone (with a subsequent written confirmation addressed to the Lessor no later than the next weekday) without any further delay any defects (faults) that occur on the vehicle during the use and which require a repair. If the Lessee fails to comply with this obligation, the Lessee is responsible for damage caused and he loses the rights that would otherwise belong to him due to the inability or limited ability of the vehicle usage.
- 9.4. In case of a damage, the Lessee is allowed to repair the vehicle by himself without any previous consent of the Lessor but just in case that the repair costs do not exceed the amount of 1,000 CZK (including VAT). The Lessor then has to submit receipts and dismantled or damaged parts.
- 9.5. In case the repair would exceed the amount of CZK 1,000 (including tax), the Lessor will decide on

- how to repair vehicle, or whether the vehicle will be towed. If the Lessor mandates the Lessee with the vehicle repair, the Lessee is obliged to follow the instructions of the Lessor, in particular he is obliged to ensure that a proper tax (accounting) bill or document is issued, bearing the Lessor's name and the car plate number.
- 9.6. In case the Lessee fails to ensure regular maintenance inspections of the vehicle by the Lessor within the deadlines set by the Lessor or The manufacturer or authorised car service or the service indicated on the dashboard of the vehicle (Article 8.3.6. and Article 8.3.7.) and fails to present the vehicle at a place designated by the Lessor for a regular vehicle inspection and vehicle maintenance of a prescribed limit exceeded by more than 1000km, the Lessee is obliged to and agrees to pay a penalty of 0.5% of the purchase price of the vehicle including VAT per every 1000km over the limit.
- 9.7. The Lessor does not bear any responsibility for any Lessee's loss that could occur in connection with the defect (disorder) of the vehicle (profit loss, overnight boarding fee, the way back from the place of defect, etc).

10. Car accident, damage, destruction and theft of the vehicle

- 10.1. In case of any car accident, damage, destruction or theft of the vehicle or any other part thereof, injury or death resulting from an accidental event (regardless of whether they were caused by the Lessee or not) the Lessee shall:
- 10.1.1. Regardless the amount he shall immediately call the police of the Czech Republic (or the police authority of the State) to investigate the accident, damage, destruction or theft of the vehicle and to issue a statement about this investigation to the Lessee. This statement is the Lessee obliged to deliver the Lessor immediately, but no later than next weekday. In case this obligation to call the Police is not fulfilled, the further fine of the insurance company will be applied to the Lessee.
- 10.1.2. Immediately notify the Lessor by telephone (with a subsequent written note addressed to the Lessor no later than next weekday) and provide him with all necessary information and further on the Lessee shall proceed in accordance with the Lessor instructions.
- 10.1.3. Take all measures to avoid further damage to the Lessor (such as ensuring disabled vehicle from further damage or theft, etc.).
- 10.1.4. Provide the Police of the Czech Republic (or the police authority of the state), the Lessor, the insurance company at which the vehicle is insured, by all assistance necessary to investigate properly the claim event (accident) and its liquidation.
- 10.2. The Lessee is obliged to pay the Lessor all damages (and costs associated with this damage) that occurred on the vehicle and its accessories or equipment during the lease, damages resulting from the theft of the vehicle accessories or equipment during the lease, damages caused to third parties in connection with operation of a vehicle during the time of the lease and all costs associated with the liquidation of damages (including lost profits during the repair of vehicles, the damage caused by driving a vehicle under the influence of alcohol, medicine or drugs). In cases in which such costs (compensation) can be applied at the insurance company at which the vehicle is insured and the insurance company pays for the damage, or can these costs (compensation) be applied to a third party and the third party will pay for the damage, the Lessee is obliged to pay only those damages (costs) that are not covered by insurance companies (eg. participation on the amount specified in the contract, legitimate penalties, towing vehicles to the Lessor's proposed place, etc.). The Lessee shall always be obliged to pay the difference between insurance companies and the actual costs of the Lessor.
- 10.3. The Lessee is obliged to pay the Lessor particular items that are not covered by insurance mainly:
- preparation payment – participate on accident insurance (1% of the damage caused but at least CZK 1,000),
 - the cost of removal or towing vehicles to the office of the Lessor, the nearest car service or insurance company, or the difference between the insurance execution price and the price of repair done abroad. These include additional costs that are not covered by insurance and exceed assistance services or other assistance services of the vehicle.
 - Cost of transport – journey for the vehicle to pick it up at the Lessor's office, car service, insurance, etc.
 - Loss of profit during servicing period, but no longer than for 30 (thirty) calendar days; by the loss of profit is meant the daily rate according to the 30th day of the lease, dependant on the type of vehicle, see Lessor's price list.
- 10.4. In case of theft the Lessee is obliged to pay the rent until the day of theft (notifying the Police, respectively Police Authority of the State), calculated from the number of days and daily flat rate (according to the Price List of the Lessor) adequate to period for which the vehicle was rented and moreover pay the price of a fully fueled tank.
- 10.5. Damages which the Lessee cannot prove by a note issued by the Police of the Czech Republic (or the police department of the State) shall be considered as damages caused by the Lessee and the Lessee is obliged to pay such damages and costs associated with their disposal in full charge.

11. Car insurance

- 11.1. For the rental period the Lessee agreed:
- 11.1.1. Accident insurance and insurance against theft and damage on the geographical region of Europe and Turkey, with the exception of Belarussia, Moldava, Russia and Ukraine, for the case of a damage or destruction of the vehicle and its equipment, natural disasters, vandalism and theft of the vehicle itself and its usual equipment. The insurance is arranged with the participation of the Lessor and the particular amount is stated in the Contract. Insurance does not cover baggage, personal belongings, and transported people. Insurance does not apply in particular cases, when the Lessee without the consent of the Lessor lets the vehicle be used or driven by another person (Article 8.5.3.), driving the vehicle after consuming alcohol, drugs, medicines or other substances that may affect the perception and the ability to react, or let such person to drive the vehicle (Article 8.4.2.) or without the consent of the Lessor used the vehicle outside the Czech Republic (Article 8.5.4.). Insurance does not cover damage resulting from failure to comply with technical specifications and operating instructions of the vehicle's manufacturer, this general terms and conditions of this lease or insurance conditions.
- 11.1.2. Liability insurance for damages caused by operation of the vehicle in the amount of CZK 50 million (or 50 million CZK) the Lessee is required to reimburse any excess of these amounts.
- 11.2. Other insurance needed shall be paid by the Lessee.

12. Rents and charges

- 12.1. The rent for the lease period settled by an agreement between the contracting parties in Czech crowns (CZK) plus the legal VAT rate and the specific amount is stated in the Contract. If the particular rent specified in the contract, the Lessee is obliged and agrees to pay the rent according to the Lessor's Pricelist, effective from the day the lease started.
- 12.2. The Lessee agrees to pay the rent specified in the contract properly and on time.
- 12.3. The Lessee does not have to pay the rent for the period during which he could not use the vehicle for the incompetence of the vehicle or the necessity to repair it, unless the inability to use the vehicle was caused by the Lessee or persons whom the Lessee allowed access to a vehicle or entrusted them to drive the vehicle. However, if inability to use the vehicle is reported in writing to the Lessor with a delay longer than one working day, the obligation to pay the rent is still valid until the day (and including the day) when the Lessor receives the written notice.
- 12.4. The Rent is to be paid by the Lessee in cash or by a bank transfer not later than the expiration of the lease. For the lease longer than 1 month the Lessor is entitled to require the payment of the rent once a month (usually at the end of the calendar month).
- 12.5. If the Lessee, on the basis of prior agreement with the Lessor, pays the rent as an invoice - tax document issued by the Lessor (hereinafter referred to as "invoice") rent shall be paid within 10 (ten) days from the invoice date (or is due till the date shown on the invoice). The invoice shall be sent or delivered to the Lessee at the address specified in the contract. In case of doubt, it is considered that the invoice was delivered to the Lessee on the third day after it has been sent (as the day of sending in these cases is considered the day after the issuing of the invoice). The Lessee is obliged to identify the invoice payment by its symbol written on the invoice. Payment without this symbol with incorrect or incomplete variable symbol, i.e. unidentified payment is considered to be unpaid with all the consequences resulting therefrom.
- 12.6. The Rent includes accident and mandatory car insurance (to the extent of provisions of Article 11 of these general terms and conditions), road tax, radio fee and motorway tax disc.
- 12.7. The rent does not cover costs associated with the purchase of fuel, windscreen liquids, the costs for the defect repairs and tyre damage, disc damage, the cost of washing and minor maintenance of the vehicle.

- 12.8. In accordance with the provisions of § 555 et seq. Civil Code as amended, is the Lessee obliged to provide after the delivery of the vehicle the Lessor with a security cash amount in the amount set forth in this contract (hereinafter referred to as the "Deposit"). The Parties agree that the deposit will not bear interest. The Lessee utterly agrees that the deposit may be used by the Lessor to pay for any due and undue debts of the Lessee, in particular, default interest, contractual penalties, damages compensation, rent arrears etc. Deposit, respectively the rest of the deposit, will be returned to the Lessee after returning the vehicle.

13. Penalties

- 13.1. In case of Lessee's rent default payment or part thereof, fees and other obligations of the Lessee and in regard of the contract or these general Terms and conditions resulting therefrom (hereinafter referred to as "financial obligation"), is the Lessee obliged to and agrees to pay the Lessor interest for late payment in the amount of 0,09% of the liable amount, starting on the following day the payment was due.
- 13.2. In case of delay in payment of any Lessee's financial obligations by more than 7 (seven) calendar days it will be agreed between the parties that the Lessee pays the Lessor a penalty of CZK 400 for each notification sent even though being undelivered. This penalty is accounted in this reminder and the Lessee is obliged to pay it within the period specified therein.
- 13.3. In case of any payment delay longer than 30 (thirty) calendar days, the Lessor has the right to ask the Lessee a contract penalty of 12% of the outstanding amount, but with the minimal amount of 3.000 CZK for violation of the payment obligations properly and on time. The Lessee is obliged to and agrees to pay this contractual penalty within 3 (three) calendar days from the date the claim arose.
- 13.4. By application of interest for late payment and / or contractual penalties and / or payment of delay interest the Lessee is not relieved from the obligation to pay due financial obligations to the Lessor and moreover the Lessor's right to ask for compensation payment for any damages is not affected and the Lessor is entitled to claim the damages exceeding the penalty. The Lessee shall pay the penalties regardless of fault. Circumstances precluding liability for breaching of Lessee's obligations do not affect the contractual obligation to pay the penalty.
- 13.5. The Lessor, notwithstanding any other Lessee's determination is entitled to charge first any claims on interests for late payment, costs of arbitrations, contractual penalties, damage compensations, and then the individual claims in order of their payment day. For such case of procedure the Lessee understands and agrees with this. The order of recognition of contractual penalties is the order in which they appear in these general terms and conditions.
- 13.6. Unless otherwise specified in the Contract and/or the General terms and conditions, the penalties are due to the termination day of the lease.

14. Addressing

- 14.1. The Lessee sends documents to the address of Lessor's headquarters. The Lessor addresses documents to the Lessee's address specified in the Contract or to another address that is stated in a written notification.
- 14.2. If the documents sent to the Lessee are sent by registered mail, the delivery day is considered to be:
- The third day after the date of dispatch, unless proven otherwise.
 - The date of refusal to accept the delivery by the Lessee.
 - The last day of the deposit period, if not collected by the Lessee, despite being notified by the post office, and even if the Lessee was not informed about the deposit of the delivery.
 - The day when the Lessor is informed about the fact that the delivery was not successfully delivered because of the non presence of the Lessee at the address given (and for this reason, the mail is returned).

15. Dispute resolution - arbitration clause

- 15.1. The Lessor and the Lessee agreed that disputes arising from obligations under the contract will be resolved in arbitration by arbitrator - member of the Association for arbitration, headquarters Vnohradská 89, 120 00 Praha 2, ID: 26639971 - by Act 216/1994 Coll. and according to the Rules of Procedure and Arbitration Directive on the costs of arbitration, published by the Association for arbitration available on the website: www.asociace-rozhodci.cz.
- 15.2. The Lessor and the Lessee declare that prior to signing of the contract they got familiar with the Rules and Directives concerning the costs and consider them an integral part of this arbitration clause.
- 15.3. The Lessor and the Lessee entrust by this decision an arbitrator to solve a dispute in accordance with the principles of justice.

16. Privacy Policy

- 16.1. The Lessee / the person acceding to the liability by signing this contract utterly and irrevocably agrees that the Lessor is entitled in accordance with relevant legal regulations, in particular Act No. 101/2000 Coll. on protection of personal data to process all information and data which the Lessee / the person acceding to the liability in connection with the contract provided voluntarily in the Contract (hereinafter referred to as "personal data") to process such personal data even via a third party (processor) for his own business purpose and to communicate these information to third parties that the creditor made responsible for the fulfillment of any of his statutory or contractual obligations, or application and management of the Lessee financial obligations.
- 16.2. The Lessee / the person acceding to the obligation utterly and irrevocably agrees that the Lessor processes all the information and personal data provided by the Lessee / the person acceding to the liability in his own information system or in the information system of a third party (processor). The Lessor/the person acceding to this obligation by this utterly and irrevocably declares that he was in this way properly advised and informed, and that the particular personal data have been / will be provided completely voluntarily.

17. Accession to the commitment

- 17.1. The person acceding to the liability according to provisions of § 533 Civil Code as amended declares by this that he agrees with the Lessee's commitments towards the Lessor as stated in the contract and/or these general terms and conditions and agrees to comply with them. By signing the contract the person acceding to the liability becomes jointly and indifferently obligated by the contract to the Lessor who is entitled to demand the duties fulfillment arising from the contract directly on the person acceding to the liability.
- 17.2. The person acceding to the liability claims that he is familiar with the content of this contract and these general and conditions and all of its conditions he takes into account.
17. The person acceding to the liability claims that his accession to the contract has been made freely, seriously and not in distress at unfavorable conditions and that the Contract, these General Terms conditions are considered as declared and understandable.

18. Final agreement

- 18.1. The Lessor may at any time cancel, alter or modify the General Terms and Conditions. The legal relationship between the Lessor and the Lessee is always subject to the General Business conditions, effective from the day of signing the contract.
- 18.2. The relevant part of the Contract and / or General terms and conditions apply to the until the full settlement of the rights and obligations between the Lessor and the Lessee.
- 18.3. In case that any of provisions of these General Terms and Conditions and / or the contract becomes invalid, ineffective or impracticable, this in no case does affect the validity, effectiveness and feasibility of these General Terms and Conditions.
- 18.4. The Lessee by signing of the contract confirmed that he understood the text of these General Terms conditions and he considers it as clear, understandable and declared and gave his consent that these conditions become an integral part of the contract and noted that these terms and conditions are under § 273 of Business Code binding for the Lessor and the Lessee relationship in the contract of the contract does not contain any diverging agreement.

19. The validity and effectiveness

- 19.1. These general Terms and Conditions come into effect on January 1,2010. The contractual relationships arising from the acquisition of effectiveness of these General Terms conditions remain in force and shall be governed by Terms and Conditions in force at the time of their formation.
- 19.2. The current version of these General Terms and conditions is available at the Lessor's headquarters and in each of the Lessor's Vehicle.

Prague 1. 1. 2010

Za MŠ-CAR PRAHA s.r.o.
Milan Škrabánek
Managing director

MŠ-CAR PRAHA s.r.o.
Company registered in the Commercial Register at the Municipal Court in Prague
Section C, Insert 106686, headquarters Jinonická 804/80, 158 00 Prague 5
ID 272 37 249

In _____ day _____

Client Signature _____