

## GENERAL TERMS AND CONDITIONS – DIRECT PARTNER AGREEMENT

These General Conditions must be read in conjunction with “Car Target” Direct Partner Agreement (hereinafter referred to as an “Agreement”) of which they form integral part of:

### 1. DEFINITION OF TERMS

The following terms, unless otherwise expressly defined, shall have the following meaning:

1. **“Car Target System”** (also referred to as Modicus System) shall include Modicus’s Car Target Booking System, Local Car Target group online system, the Car Target System Appearance, the Modicus Know-how, the Car Target System Manuals, the Car Target System trademarks, the Car Target Training and Operating Assistance, the Car Target Marketing Programs, the Car Target Advertising, all as defined herein.

2. **“Car Target Booking system”** shall mean Modicus’s information platform and system that will be used (accessed) by Partner at local sales points (booking offices of Partner). The system will enable the staff of Partner to search the system for rent-a-car vehicles internationally, as developed and perfected by Modicus, including all goodwill and business value of such system acquired through the efforts of Modicus. Purpose of Car Target Booking system is to support Modicus franchisees and Direct Partners and their operations, therefore access to this system shall not be publicly available to End-customers (through Internet).

3. **“Modicus’s Trademarks”** shall mean all industrial property rights, including trademarks and service marks of Modicus, such as but not limited to the name “Car Target”, the trade name “Car Target” and all other protective rights, words and/or logo trademarks and trade names which in relation to MODICUS System may be protected for and/or used by Modicus in the future.

4. **“Modicus’s System Know-how”** shall mean all specific organizational and operating Know-how required for and used in connection with the Car Target System.

5. **“Car Target System Manual”** shall comprise all manual or other written documentation containing and describing procedures, guidelines, principles, standardized operating methods, and the like for ensuring the high quality of service to the customers and enhancing value of the Car Target System, as issued and maintained by Modicus,

including any and all additions, modifications, updates etc. which may be made by Modicus at any time. The Car Target System Manual and all supplemental bulletins and revisions thereto are made available upon request of Partner.

6. **“Car Target System Service Standards”** shall mean the quality level of services and products offered and applied by Modicus and as specified in detail in the Car Target System Manuals.

7. **“Car Target group online system Compliance”** shall mean the compliance of the Partner with all of its main obligations under the Agreement.

8. **“Territory”** shall mean the territory as defined in Article 4 of the Agreement in which the Partner is allowed and required to provide support (for Partners sales, generated through Partner’s physical booking offices).

9. **“Rent-a-car partner”** shall mean a local rent-a-car company specialized in rendering rent-a-car services on certain market. Modicus is acting as an agent of various rent-a-car partners, marketing their offerings through the Car-Target System. Rent-a-car partners shall be responsible for providing rented cars to End-Customers, subject to the agreement which shall be entered between End-Customer and local rent-a-car partner. Typically, Local Car Target group online system will offer to End-customer vehicles from different Rent-a-car partners.

10. **“End-customer”** shall mean adult physical person or company or entity that will use Car Target system to book a rent-a-car vehicle through Car-Target System.

11. **“Assignment”** shall mean any change or any cumulative changes in any 18-month period to the equity ownership structure of Partner’s business exceeding or equal to a percentage of shares of 25.0 % (twenty-five percent).

12. **“Booking office sales”** shall sales generated through Partner’s physical sales points (Partner’s Booking Offices) through “Car Target Booking System”. Booking office sales can be performed as:

a) **booking office sales assisted by automated connection to backend** or

b) **booking office sales assisted through Agency-Log-In.**

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13. **“Online sales”** shall sales generated through integration of certain Modicus’s offerings or advertising materials on Partner’s website. Following levels of integration are possible:

White-label is an advanced marketing option where a web page can implement Car Target Offer directly onto any of the landing pages. Implementation is made by simply applying a short predefined code provided by Car Target into the web page. By integrating Car target offer via white label solution, the booking process on the page where white label is integrated cannot be fully customized regarding to design as well as to the functionalities.

What can be customized with white label: display template, pre-set booking duration in search form, pre-set booking starting date in search form, pre-set booking location in search form, pre-set booking currency in booking process and pre-set residence country of person performing a search.

API - Application Programming Interface is a set of functions/commands that can be used to create a connection to the booking database. Car Target API is designed in a way that all information is being communicated in the most optimized way as well as in the easiest way possible. By integrating Car target offer via API, the whole booking process on the page where API is integrated can be fully customized regarding to design as well as the functionalities. API integration needs to be handled by advance programmer to be done in proper and optimum way.

14. **“Prepaid booking”** shall mean End-Customer payment selection option (subject to availability) where Partner shall charge the End-Customer: the services of local rent-a-car partner (booked services shall be rendered through the network of Modicus rent-a-car partners and costs for such services together with Modicus’s part of Agency Fee shall be reimbursed to Modicus by Partner), Total Agency Fee (for Agent services of Modicus and Partner), Direct Costs of Modicus and VAT (if applicable).

15. **“Pay-on-arrival booking”** shall mean End-Customer payment selection option (subject to availability) where Partner shall charge the End-Customer only the Total Agency Fee (for Agent services of Modicus and Partner); Direct Costs of Modicus and VAT (if applicable); and services of

local rent-a-car partner shall be charged locally by local rent-a-car partner directly to End-Customer (on location).

### 2. PARTNER’S DECLARATIONS

1. Partner confirms that its Accepted level of cooperation under the Agreement does in no way breach local legislation valid in the Territory of the Partner and that integration and display of Modicus’s offerings at partner’s website shall not breach local legislation (*applicable for online sales, if selected in the Agreement*).
2. The Partner represents and warrants to Modicus as follows:
  - a) Status: The Partner, is a registered company that is validly existing and is in good standing under the laws of Territory.
  - b) Corporate power: The Partner has the capacity and has taken all action and obtained all consents necessary for it:
    - to execute this Agreement;
    - make all the payments contemplated by, and to comply with all Modicus’s documents.
  - c) No conflicts: the execution by the Partner of this Agreement to which it is a party, will not involve or lead to a contravention of any law or regulation; or nthe constitutional documents of the Partner; or any contractual or other obligation or restriction which is binding on the Partner or any of its assets.

### 3. INDEPENDENCE

This contractual relationship between the Modicus and the Partner is of a commercial nature. Modicus and Partner expressly declare that they are independent traders and that their status as such will not in any way be altered by this contractual relationship.

The Partner shall act as a trader with independent legal personality, and shall not be identified or confused with the business and assets of Modicus, thus retaining full and complete autonomy and responsibility for the management and operation of its business, subject to the obligations imposed by this Agreement.

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This Agreement does not constitute any type of joint venture between the Parties nor the creation of a new entity, and cannot be understood as Modicus having a permanent establishment in the Territory.

The Partner will perform its obligations as an independent business entity, including, as follows:

- a) to obtain any permits, authorizations and registrations necessary in order to engage in its independent activity as a Partner;
- b) to perform, in due time and form, all obligations concerning accounting, taxation, labour and including Social Security taxes that are necessary to properly operate its activity following strictly the legislation in force at the time and, in general, perform all other obligations arising in connection with its relationships with personnel working for the Partner.

The Partner undertakes to hold the Modicus harmless in relation to any claim which might be filed against the Modicus due to the breach of these obligations by the Partner.

The Partner shall operate the booking office business under this Agreement for its own account and at its own risk.

Modicus does not warrant and shall not be held liable for the profitability of the Partner's business or any prospective sales volumes. Furthermore, Modicus shall not be liable for the permanent and uninterrupted existence of the Partner's business operation, unless Modicus has willfully or negligently caused the interruption. Modicus shall also not be held liable in for any potential business loss due to system downtime.

In case of so called error fares, Modicus takes right to change booking within 24 hours from booking being confirmed (meaning that price can change, or supplier can change, or both can change) with prior notice to Partner. In this case of error fare, if the change is not accepted by the end-customer, refund will follow.

#### 4. PARTNER'S OTHER OBLIGATIONS

##### Compliance with regulations

Partner must comply with and observe the regulations at any time in the Territory with regard to Modicus's Car Target System, the personnel

which it employs and in general the conduct of its activities.

Partner hereby states and guarantees to Modicus that the signature and/or execution of this Agreement will not result in the infringement of any legislation valid in the Territory.

In any event, should said legislation prevent this Agreement being executed in accordance with the agreed terms, Modicus reserves the right to terminate this Agreement without indemnity of any kind for Partner.

Partner must inform Modicus regarding the existence in the Territory of any legal obligation concerning the duty for Modicus to declare and/or register itself before the competent authorities in the Territory.

##### Standard of conduct

Partner also undertakes to act at all times with the degree of care expected for a professional first tier End-Customer support company from tourism sector. Commercial activity

Partner undertakes to refrain from prejudicing, or in any way damaging, the image and prestige of the Car Target Services, and undertakes to accept and implement the commercial policy designated by Modicus and of local rent-a-car partners of Modicus.

Partner shall clearly indicate to End-Customer:

- that Partner is acting as Partner of Modicus which is Agent of Local-rent-a-car partners,
- that the booking does not constitute Car Rental Agreement and that Car Rental Agreement shall be concluded between End-Customer and Local rent-a-car partner,
- the general terms and conditions for booking and general terms and conditions for rent-a-car (both as indicated by Modicus and Local rent-a-car partner).

Partner must at all times enjoy a good reputation of solvency, and must discharge any obligations which it incurs vis-à-vis third parties as a result of the operation of its business. Partner shall protect and hold Modicus harmless in relation to any claim,

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cost, damage or loss related to the management of the business by Partner.

Partner shall check that all the Services offered fulfill the specifications required by local authorities and applicable legislation (concerning labelling, currency, advertising, general terms, etc.) for its correct marketing and implementation, and shall inform Modicus in case of any particularity so that Modicus can make the necessary adaptations.

Partner shall use in communication with the End-Customer the commercial documents (invoices, selling tickets, etc.) indicated and issued by the Modicus and its Car Target System.

Partner must keep ordered accounting records which, fully observing internationally-generally accepted accounting principles, provide at all times a true and fair view of its business and assets and liabilities.

### 5. PARTNER'S ADDITIONAL OBLIGATIONS REGARDING BOOKING OFFICE SALES

In relation to sales generated through Partner's booking offices, Partner also assumes following obligations:

#### Booking office sales - offering professional support to End-Customers

Partner shall provide support to End-Customers at Partners Booking Offices in the Territory. All Support shall be performed in local language, response times and under other parameters as specified by this Agreement (Attachment Agreement Support Parameters).

The Parties agree that the AGREEMENT SUPPORT PARAMETERS shall be agreed between the Parties and shall be in that manner revised and amended, if needed, every 12 (twelve) months from the Effective date of this Agreement. When defining the parameters, the Parties shall closely cooperate and take into account the reasonably expected standards of good performance in the Territory. Notwithstanding other provisions of this Agreement, in the first 12 (twelve) months from the Effective date of the Agreement (hereinafter: Adjustment period) the noncompliance with the KPI and other standards agreed in the Agreement

Support Parameters shall not constitute a reason to terminate the Agreement.

In order to perform its' Main obligation, the Partner shall be obliged to establish and maintain a connection to Modicus's IT-System, and to ensure that this connection with the Modicus IT-System is kept working in accordance with the requirements thereof. Any changes or modifications of software applications or introduction of new software applications implemented by Modicus for the entire system shall also be adopted by the Partner.

In order to ensure the correct operation of this connection to the Modicus IT-System the Partner shall be obliged to procure, if necessary, in co-ordination with Modicus, hardware, software and data-lines which correspond with the Modicus System Service Standards.

#### Regarding booking office sales - Compliance with Car Target System requirements and guidelines

The Partner recognizes that the full application of and strict adherence to the Car Target System as a whole and of all its elements is indispensable to and necessary for the persistence of this Agreement as well as for the presentation of the Car Target System as a competitive entity. Modicus shall prepare Car Target System manual, that shall in more detail describe certain processes.

Modicus expressly reserves the right to modify according to its best judgement any or all of the Car Target Online System Manuals for marketing, organizational, technical and/or business reasons. Any such modification shall be applicable to Partner upon notification to Partner by Modicus and shall be binding for the Partner after the specifically agreed adjustment period which shall not be less than 7 days for minor changes and not less than 14 days for other changes. The Modicus shall refrain from making modifications of which the sole purpose would be to make the performance of the Partner more difficult.

The obligation of the Partner under this Agreement shall be to exercise and use with all due care, diligence and prudence all of the rights granted to it pursuant to the provisions hereof and to apply and use the Car Target System to full extend, all in accordance with and strictly observing the Modicus System and all of its elements, in particular, without limitation,

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a) to strictly and fully comply with all principles, guidelines and procedures contained in any Modicus's System Manual and in particular to fully comply with Modicus training, quality and general compliance standards as further stated in detail in this Agreement;

b) not to use any of MODICUS and/or Modicus Trademarks or parts thereof or any other parts of names or symbols which are characteristic for the Car Target System in or as part of Partner's own corporate name unless otherwise agreed by the parties;

c) to strictly observe, at its own cost, any and all laws, legal or administrative regulations or orders which directly or indirectly affect or apply to the operation under this Agreement, in particular to comply with any all applicable local requirements regarding car rental booking procedures, safety, configuration and equipment;

f) to report to Modicus promptly and properly about market situation as well as about the activities of competitors in the Territory in accordance with this Agreement, and to give relevant information upon request;

g) to make available free of charge to Modicus for the use on the Territory any idea, method of operation, design, marketing technique or trademark which is developed by Partner and could be useful for the operation of the Local Car Target group Online System;

h) to comply with the rules of fair competition and to establish a good cooperation with the other Business Partners of Modicus (e.g. but not limited to Franchise Partners, Resellers, Direct Partners).

The Partner is obliged to specify to Modicus all its employees that will be working with the Modicus IT System in order to guarantee that

a) each of such employees receives a personal user profile at Car Target booking system with specific user rights according to the employee responsibilities;

b) all qualifying employees have access to the Modicus Intranet and that non-qualifying employees have no access to the Modicus's system;

d) no user profiles are shared amongst employees.

Partner must ensure to de-register all leaving and retiring employees immediately when leaving the Partner company in order to guarantee no continued data access / misuse with personal user profiles.

Partner shall be responsible for full compliance with all applicable laws and regulations regarding data protection with respect to the above. Likewise, Partner shall be liable for compliance of its employees with all applicable laws and regulations regarding data protection.

### Personnel

The Partner shall provide the adequate number and quality of personnel to ensure the proper operation of the services undertaken with this Agreement. The Modicus does not in any way assume any commitment or obligation of any kind with regard to the employment and/or Social Security, etc. concerning the Partner's personnel and shall have the right to request from Partner the evidence of fulfillment of such obligations.

The Partner shall ensure that the personnel used by the Partner to perform services under this agreement shall have impeccable: knowledge of language(s) used in the Territory; customer related communication skills (both oral and in writing); customer related and customer oriented approach; all in order to provide a competent, careful and correct service to the clientele.

## 6. CONFIDENTIALITY

The Partner recognizes the value of the Car Target System for the maintenance of the reputation and image of the Car Target network and accepts that all the documentation and information (including but not limited to Car Target System, know-how, Operating Manuals, all the materials, documentation and information concerning the processes and internal organization of Modicus) which, pursuant to the provisions of this Agreement, has been made available to it by Modicus, before or during the term of this Agreement, are strictly confidential and must be considered commercial secrets. It also recognizes the confidentiality of the industrial secrets of Modicus, relating to the technical expertise which

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affects the manner in which the Services are advertised, offered and rendered, such as discoveries, information about software platform, intentions or industrial applications, etc.

The Partner shall refrain from disclosing, either during the term of this Agreement or after the expiration thereof, indefinitely, to any person under any circumstances, information relating to the Car Target System or any other business information concerning Modicus and/or MODICUS or the Car Target network, or, in general, any other data considered commercial secrets.

The Parties undertake to maintain the provisions of this Agreement in the strictest confidence and the Partner also undertakes to refrain from disclosing the information or documentation mentioned in the previous paragraphs, without the express authorization of Modicus, unless required to do so under current legislation or by a competent judicial or administrative authority or, unless in the course of the operation of the business, it must make some kind of confidential information available to the employees.

In particular, the Partner undertakes to refrain from making copies of the documentation delivered to it by the latter, and to destroy or return to Modicus all copies upon expiration or termination of the Agreement.

If a party is required by law to provide or disclose to a competent authority, judge or court information or documentation concerning the points mentioned above, such party shall, as soon as possible, inform the other party in writing, provided that the law so permits, as a matter of the greatest possible urgency, providing a copy of the documents and information or relevance to that legal action, so that the other party may duly protect its interests.

If the operation of the business requires the delivery or disclosure to the Partner's employees, contractors or consultants of information or documentation concerning the points mentioned above, the Partner must give them appropriate instructions to maintain such information in the strictest confidence, and shall be liable for any loss and damages which may be caused to Modicus by the breach of duty of secrecy by the Partner's employees.

The Partner may give the Car Target System Manuals and other material dealing with the

Modicus System to its employees for use within its business operation. However, the Partner shall ensure that the employees involved in the Car Target System do not remove the documents from the Partner's premises and do not hand over copies of such documents to any third party, whether in whole or in part.

Confidential information may be disclosed to advisors or consultants who are under a professional duty of secrecy, or to financial institutions, insurance companies and competent authorities within the limits of the Partner's usual information duty.

Modicus shall at any time be entitled to verify or have a third person professionally obliged to verify with prior notice, whether the confidentiality obligation has been validly imposed on the Partner's employees.

### 7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

All concepts, know-how, scripts, communication designs, texts, slogans, graphic, tabular and other data forms, program codes and software with the corresponding bases, concept and technical solutions of services (in text, schemas or other form) that Modicus submits during this Agreement in conceptual, design or any other shape or form to Principal shall be deemed copyright work and intellectual property of Modicus and shall be protected by the law to the highest possible extent.

All the listed creations and the corresponding rights shall irrevocably remain with Modicus.

Partner acknowledges that trade marks used by Modicus are owned exclusively by Modicus or licensed to Modicus. Partner shall use the Trademarks only as directed by Modicus and pursuant to any terms and conditions that Modicus may impose from time to time in Modicus' discretion.

Partner obliges to notify Modicus without delay of any infringement of or challenge to Modicus's rights in or to industrial or intellectual property of Modicus, including the Trademarks and to let Modicus in its sole discretion institute judicial proceedings against the infringing party and/or to assist Modicus in any litigation. Modicus shall obtain permission of the Partner before any inclusion is made for the Partner to be included in

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any litigation against the infringing party or to instigate proceedings on behalf of or in the name of the Partner.

### **8. TURNOVER REPORTS**

Within a period of 3 (three) months after the end of any fiscal year (calendar year), Principal shall submit to Modicus its annual financial statements conforming to the applicable accounting laws. The annual financial statements shall contain an income statement or a profit & loss account with a revenue breakdown, which allows Modicus to verify the annual turnover reporting relating only to business between Partner and Modicus. Upon reasonable request by Modicus (which can be made at any time), Party shall deliver copies of his withholding tax statements, sales tax returns or income tax returns reflecting the business between Partner and Modicus.

All reports and statements to be delivered, submitted, and/or presented shall be in the English Language, either in original or in form of a certified translation.

### **9. MODICUS'S RIGHTS OF CONTROL**

For ensuring the uniform application of the Car Target System, Modicus shall be entitled at its own expense to send representatives to inspect and observe the Partner's business operations (used to perform services under this Agreement) during the usual business hours with prior notice. This right shall include the inspection of Car Target System and records as well as the business practices and activities related to the Car Target System. Partner has to bear all costs of such inspection if such inspection reveals a grave failure of Partner to comply with this Agreement, Car Target Manuals or other requirements as prescribed by Modicus.