

GENERAL RENTAL CONDITIONS

The rental group Mototouring Srl ("Mototouring Srl") rents to the Client (the "Client") vehicles according to the below General Rental Conditions, which are an integral part of the rental contract.

RECITALS

The Client possesses a driving licence valid for the type of vehicle rented from Mototouring Srl, and is above 21 years of age. While utilising Mototouring Srl's vehicles, it is the Client's own responsibility to make use of the compulsory protective helmet and of adequate clothing. According to the type of vehicle model, vehicles may be equipped with lateral bags, box at the back, alarm, and other accessories. The deposit indicated in the Rental Agreement (hereinafter referred to as the "Deposit") is to be paid by credit card or POS/BANCOMAT, and will be refunded within 8 days following the return of the vehicle to Mototouring Srl, save any additional processing bank days not dependent on Mototouring Srl. Any guarantee deposit will be refunded to the Client within 30 days from the return of the vehicle to Mototouring Srl, and will be refunded net of any amount due by the Client.

1. DELIVERY AND RETURN OF THE VEHICLE

Vehicles are delivered by Mototouring Srl to the Client at the rental station notified upon booking, and will be returned at the rental station agreed for return, at the date and time indicated in the rental contract. Vehicles are delivered to the Client in good order and in good operating conditions. It is the Client's responsibility to check the overall conditions of the rented vehicle, and to notify Mototouring Srl immediately, verbally or preferably in writing, of any remark on the state of the vehicle. Mototouring Srl retains the right to cancel the rental contract, and to take possession of the vehicle at any time, in case the vehicle utilisation is contrary to paragraph 5 below, and/or in if any accounting, administrative, or legal anomalies are present. All costs for retrieval of the vehicle will be charged to the Client's account. It is not allowed to return the vehicle outside working hours of the rental station agreed for the return.

2. DAMAGES, THEFT AND FIRE OF THE RENTED VEHICLE.

The Client shall be always directly liable towards Mototouring Srl or the owner of the bike, if different from Mototouring Srl, (hereinafter the "Owner"), for the theft and fire of the rented vehicle and for all damages and for the relevant expenses that affected the rented vehicle during the rental period, even if these damages and expenses has been caused by theft or by pure chance. In these cases the liability of the Client is conventionally limited to a sum equal to the Deposit on condition that :

- 1) the damages, the theft and/or fire have not been caused by the malice and gross negligence of the Client;
- 2) the Client has immediately reported the fact to the Police and to Mototouring Srl (the Client shall return the keys and all the relevant documentation of the vehicle to Mototouring Srl);
- 3) the Client has duly observed the clause 5 of this general rental conditions.

3. CHARGES.

Upon request by Mototouring Srl, the Client will pay or refund Mototouring Srl in the amount of:

(a) Any amounts due under the vehicle time-usage and kilometres-usage according to the tariffs shown in the rental contract; minimum rental charges are equivalent to twelve hours rental. Any delays in vehicle restitution in excess of sixty minutes will involve extra charges equal to one extra day of rental, for every day or fraction of delay. Return of the vehicle outside working hours of the rental station agreed for the return

will involve extra charges, as if the vehicle had been returned only at the next opening time of the rental station agreed for the return;

(b) Any amounts due for exoneration from damages, theft, or fire, according to the tariffs indicated in the rental contract, if applicable;

(c) Any amounts due for damages and refunds to Mototouring Srl or to the Owner and as per above art. 2;

(d) An amount of 30,00 Euro for refuelling charges incurred by Mototouring Srl, in the event that the vehicle is returned with less fuel than that originally supplied by Mototouring Srl;

(e) Any amount due for failure to return the vehicle to the rental station agreed for collection, inclusive of any vehicle transportation and recovery costs incurred by Mototouring Srl, save for vehicle malfunctioning imputable to the manufacturer of the vehicle;

(f) Any amount of taxes and duties applicable to the rental contract, and any penalties and fines imposed on Mototouring Srl for any delay by the Client in payment of such taxes and duties;

(g) Any amount due in relation to fines, penalties, legal expenses and any other such expenses (including operating costs incurred by Mototouring Srl and/or by the Owner for retrieval of the vehicle), that derive from the Client's vehicle utilisation, with the exception of any administrative or legal costs imputable to Mototouring Srl's negligence. Even in the latter case, however, the Client will still be responsible for its own unlawful actions and any direct responsibility towards the relevant Authorities;

(h) Any passive interest amount incurred by Mototouring Srl during the process of credit recovery, as calculated daily in the amount of the official discount rate plus five percentage points. The Client will also be liable for any legal and other expenses incurred by Mototouring Srl during the process of credit recovery.

(i) The "No Mileage" ("A" rate) is the default rate applied at the beginning of the rental, unless otherwise agreed between Mototouring Srl and the Client. When the "A" rate is applied, the mileage cost is calculated and charged at the end of the rental. Should instead the "with km included" ("B" or "D" rate) be applied at the beginning of the rental, because so agreed between the Client and Mototouring Srl, no refund is granted at the end of the rental to the Client, if the "A" rate is found to be more convenient.

(l) The Client is not entitled for a refund of any unused rental time, should the Client return the vehicle anytime before the agreed rental end indicated in the rental contract, for any reason not due to Mototouring Srl or due to failures and technical damages to the vehicle that are not imputable to the Client.

The Client accepts that its credit card be debited for the rental charges and penalties and costs described in this article, of the amounts to be debited for a period up to 12 months from the end of the rental period.

4. LIMITED LIABILITY OF MOTOTOURING SRL AND OF THE OWNER OF THE VEHICLE.

In accordance with the existing Legislation, Mototouring Srl and the Owner will not be liable and the Client waives any claims he/she or his/her heirs or his/her successors in interests may have against Mototouring Srl and the Owner for every damages incurred by the Client or any third party in conjunction with the use of the rented vehicle, or for loss or damage to the personal belongings of the Client, or for damages deriving from late return of the rented vehicle or from vehicle failures or any occurrence outside the control of Mototouring Srl and of the Owner.

5. CONDITIONS FOR RENTAL.

The Client will maintain and use the vehicle with the required good man's judgement, and in particular the Client will not permit that the rented vehicle be used:

- (a) For the commercial transport of people or items;
- (b) For pushing or pulling other vehicles or trailers or other items;
- (c) For participation in racing competitions or competitive test runs or similar;
- (d) By the Client or the driver under the influence of alcohol, drugs, narcotics, or any other substance that may impair comprehension or the ability to react;
- (e) In violation of any customs regulation, road code regulation, or other regulations;
- (f) By anyone other than the Client itself, unless the driver or drivers names be previously agreed in the rental contract and authorised by Mototouring Srl;
- (g) Outside of Italy, without approval from Mototouring Srl, and/or without the additional insurance that may be required;
- (h) For use in the "A" driving license exam. An ad-hoc rental contract is available instead;
- i) For any type of sub-rental, in any guise whatsoever. The Client must use all available anti-theft devices, whenever the vehicle is left parked, even if the vehicle is parked in confined spaces or secured or guarded lots.

6. INSURANCE FOR THE LIABILITY IN TORT AS PROVIDED BY THE ARTICLE 2054 OF THE ITALIAN CIVIL CODE

Mototouring Srl or the Owner only provides the rented vehicle with insurance that cover the liability in tort towards third parties deriving from the movement of the vehicles as per the article 2054 of the Italian Civil Code. This insurance cover the driver of the rented vehicle upon signing of the rental contract or authorisation in writing by Mototouring Srl, and in no other instances (hereinafter referred as to "Insurance"). The maximum sum payable by the insurer as per the Insurance is 2.582.284,54 Euro. The insurance does not cover the liability of the Client and/or driver of the rented vehicle if the damages to third parties is caused by gross negligence or malice of the Client and driver. The Client accepts the Insurance as adequate and undertakes to indemnify and keep harmless, without limitation of time, Mototouring Srl and the Owner for every liability and/or damage not covered by the Insurance. Upon request, the Client may review the contents of the relevant insurance policy.

IMPORTANT. Every damage caused by the Client to vehicles owned by Mototouring Srl different from the rented vehicle and every damage caused by the Client to the driver of these vehicle are not covered by the Insurance and will be at expenses of the Client without any limitations.

7. ACCIDENTS AND DAMAGES.

The Client must notify Mototouring Srl of any accident and damages to the vehicle or caused by the vehicle within 24 hours of their occurrence.

The Client must request the intervention of the relevant Authorities whenever possible (and always in case of physical damage to the Client, to any passengers, or third parties). The Client must immediately report the event to the relevant Authorities when necessary (e.g. in case of vehicle theft and/or damage), and within 24 hours also send copy to Mototouring Srl of the report filed with the relevant Authorities. In the event of an accident, the Client must compile the report "Rapporto di sinistro" (which is enclosed to the vehicle's documents), and hand it in at Mototouring Srl upon return of the rented vehicle. The Client is responsible for collecting all data from any witnesses and other vehicles involved in the accident, and in

any case the Client is responsible for collecting all data necessary to the determination of the responsibility for the accident. The Client agrees to co-operate with Mototouring Srl, with the Owner and with their insurance companies in any investigation or legal proceedings.

8. FAILURES, DAMAGES.

In the event of failures and technical damages to the vehicle that are not imputable to the Client, and that make it impossible to continue the trip, Mototouring Srl will immediately replace the vehicle if possible. Otherwise, Mototouring Srl will refund the to the Client the portion of the rental charges applicable to the remaining unused rental period. The above-mentioned refund or vehicle substitution do not apply in case of failures and damages not covered by the applicable insurance cover. The Client must notify Mototouring Srl following to the instructions contained in the vehicle's documents. The Client will not act of its own initiative, but will instead follow the instructions and expressed authorisations by Mototouring Srl. Abandoning of the vehicle, or using the vehicle outside of Italy without authorisation, will result in loss of the possibility to benefit from the "Courtesy Service", and the Client will be liable towards Mototouring Srl for any direct and indirect expenses incurred by Mototouring Srl while retrieving the vehicle. The Client is not entitled to the refund of any expenses incurred to repair the vehicle, other than those expenses expressly authorised by Mototouring Srl. In case of flat tyres and/or damages to the tyres, the Client is responsible for the replacement at its own expenses of the damaged tyres. Return of the vehicle with repaired tyres only is not acceptable.

JOINT AND SEVERAL LIABILITY.

The signatory to this rental contract acknowledges that it retains joint and several liability with the person and/or Company whom it represents for any obligation towards Mototouring Srl.

10. PERTINENT COURT.

In case of disputes, the only competent court will be the Milan Court.

11. LANGUAGE

In case of dispute, the Italian language version of this text prevails over any translation in other languages.

I declare I have read these General Rental Conditions and I accept them.

Signature of the Client

.....

Be aware that in Italy the fines are comunicated to us with 40/60 days of delay, also in this case your credit card will be charged without any previous warning with an extra fee of 20,00 Euro but you can contact us to receive the related documentation.

At the drop off of the vehicle in case of damages the 50% of the guarantee amount will be charged. After the reparation a balance will be sent and payments will be settled.