

Vehicle rental agreement entered into on the one hand by the Supplier Localiza México S.A. de C.V., hereby represented by the person whose name appears in the Annex herein and on the other hand by the Consumer whose name appears in the Annex herein, such Parties express their willingness to be bound in accordance with the following glossary, as well as the statements and clauses described below:

## CLAUSES

**ONE.** Consent. By means of this agreement, the Car Rental Company shall grant the temporary use of the vehicle, so that the Lessee shall pay a certain and determined price, which is defined in the Annex, and added to this Agreement to be a part of it.

**TWO.** Subject-matter. The subject-matter herein is the vehicle described in the Annex of this Agreement, so the characteristics, conditions, spare parts and general documents of the rented vehicle are detailed in the aforementioned document.

**THREE.** Conditions of the rented vehicle. The Lessee receives the rented vehicle, which, as shown, is in optimal mechanical and body conditions, detailed in the respective inventory that appears in the Annex herein. The Parties agree that the vehicle is delivered with sealed mileage, and therefore, shall be exclusively intended for transport of the lessee and their companions. Any other use of the said vehicle shall be notified in writing for the parties. Likewise, the Car Rental Company receives, with exception of hidden defects, the vehicle according to its complete satisfaction so the Car Rental Company is required, wherever appropriate, to pay the Car Rental Company at upon termination, at agency prices, any missing or damaged accessories and parts of the rented vehicle upon the car return. For this purpose, the Car Rental Company shall inform the Lessee, by email indicated in the annex, cost of repairs within 24 hours after indication of missing or damaged accessories and parts of the rented vehicle and may use the amount of security deposit referred to on clause eight to cover said payment. In the event that repairing costs exceed the amount of security deposit referred to, lessee shall cover such surpluses as soon as the Car Rental Company informs them about the amount thereof.

**FOUR.** Place of delivery and return of the vehicle. The Car Rental Company shall deliver the rented vehicle to the place in accordance with the scheduled indicated in the Annex herein. The lessee, at the expiring date of this Agreement, shall deliver the vehicle, in the same conditions the vehicle was received, except for wear and tear for use, on the day and at the time indicated for this purpose, being required to deliver the vehicle to the Car Rental Company at the place determined by the parties for this purpose, pursuant to clause Nine herein.

**FIVE.** Rental Term. The term shall be the one indicated in the Annex hereto, which may not be extended except with full consent of both parties expressed in a new rental agreement.

**SIX.** Rental Price. The lessee, for temporary use of the rented vehicle, shall pay a certain and determined amount in national currency, notwithstanding the parties' ability to agree on payment in foreign currency pursuant to applicable laws, which is set forth in the Annex herein. The Car Rental Company undertakes not to demand the collection of any charge that is not considered herein.

**SEVEN.** Payment Methods. Lessee may pay the rent of the vehicle in cash at the Car Rental Company's address, by bank card, electronic transfer or any other payment method, since agreed by the parties. Total price of the rental shall be calculated considering cost per daily rental or per mileage, according to the consumer requirements and with modalities agreed by the parties, which are set out in the Annex to this Agreement. Rental is effective from the moment the consumer is in full possession of the rented vehicle and until the date on which the Car Rental Company receives it. The Car Rental Company shall inform the estimated price that lessee shall pay for the service, which shall be indicated in the Annex herein.

In the event that lessee has contracted the rental of the vehicle by kilometers traveled, these shall be determined by the reading of the mileage, recorded in the device installed in vehicle at the factory (odometer). Initial mileage recorded on odometer is shown in the Annex. The parties define that if, during the term of rental, any damage or breakage of protectors of said system occurs, due to fault or negligence of lessee, the rent will be calculated considering rental rate per day as established in Annex herein, during the time that the vehicle is in the possession of the lessee.

**EIGHT.** When making a reservation through prepayment, the lessee will be unable to modify the conditions of their reservation (including, but not limited to, the number of rental days, vehicle group, date, and pick-up location) once their payment has been processed. The lessee may receive a full refund of the amount paid only if they cancel their reservation at least twenty-four (24) hours prior to the pick-up date, or if they fail to meet any of the necessary requirements to formalize a rental contract with Localiza. Should the lessee return the vehicle before the contract ends, they will be entitled to a limited and partial refund, calculated based on the duration of the vehicle's use. If the lessee fails to show up for their reservation at the agreed date and time ("no show"), or cancels their reservation within twenty-four (24) hours prior to the pick-up time, they will be subject to the penalty stipulated in the terms and conditions previously accepted in their reservation.

**NINE.** Security deposit. The lessee shall deliver to Car Rental Company the amount indicated in Annex herein as a deposit guaranteeing compliance with the main payment obligation. The guarantee can also be made by means of a charge on the bank card that lessee provides or in any other modality that Car Rental Company accepts, which will be determined in the Annex herein. Consequently, Car Rental Company shall issue a receipt for said amount stating: their name or business name, date and amount of such deposit, name and signature of the person who receives it. This receipt will serve as proof of exchange so that at the end of the agreement, the Car Rental Company refunds the amount deposited within 24 hours of the vehicle return, if returned accordingly, otherwise said deposit will be applied to settle the balances if any or to pay for the replacement of missing and repair of damages, and the Car Rental Company, is entitled to file a claim, in court or out of court, requiring the payment of an additional amount if the deposit is insufficient to cover the replacement of missing and repair of balances.

**TEN.** Returning the Vehicle. The lessee shall return at the end of the term of this Agreement the rented vehicle in the same conditions in which it was received, except for the wear and tear from the normal use of the vehicle during the rental. The parties agree that the rented vehicle is returned on the date, place and time determined in the Annex of this Agreement.

In the event that the vehicle is not returned within the terms indicated, the lessee may subsequently deliver it, as agreed by the parties, paying for this delay the amount of the rental according to the rate indicated in the Annex for the time the lessee takes to return the vehicle on the date and time determined; if the delay to return the vehicle corresponds to the time, the lessee will only be required to pay the proportional part of the default.

When the vehicle is not returned to the place indicated in the Annex, the lessee may return it to any other office of the Car Rental Company. In this case, the lessee shall cover the cost that was generated due to the transfer of the returned vehicle to the address indicated in the Annex. In any other case, the lessee shall pay the transfer of the vehicle, the amount of the resulting rental and the additional costs that are generated due to the recovery of the vehicle.

In the event that the lessee does not deliver the rented vehicle within the term agreed in the Annex, the Car Rental Company shall contact them by message, by telephone and by email to let the lessee know that the rental has ended and that the return of the vehicle is required. In the event that the lessee expresses their desire to extend the term of the rental,, they shall present sufficient security deposit for the payment of the extension of the rental, to the satisfaction of the Car Rental Company. Otherwise, the Car Rental Company may terminate this agreement, recovering the vehicle as is,, the lessee being liable for the payment of

the corresponding conventional penalty, plus the costs of recovery of the vehicle duly verified by the Car Rental Company. Additionally, the Car Rental Company may file civil or criminal proceedings, according to the circumstances of the situation.. After 5 hours after the submission of the delivery request without a response from the lessee and without the rented vehicle having been delivered, the Car Rental Company may file a complaint with the competent authority in order to locate the vehicle and investigate a possible crime.

In any of the cases mentioned in the preceding paragraph, the Car Rental Company will not be liable for the belongings that are inside the rented vehicle, so the lessee holds the Car Rental Company harmless from any liability for belongings left inside the rented vehicle.

**ELEVEN.** Prohibition of the rented vehicle from leaving the Republic. Without the prior written consent of the Car Rental Company, the rented vehicle may not leave the limits of the Mexican Republic, nor may it be transferred from one city to another by sea both inside and outside the Mexican Republic; in case of breach of the aforementioned, the Car Rental Company may terminate this agreement, recovering the vehicle as-is, the Lessee being liable for the payment of the corresponding conventional penalty, plus the costs of recovery of the vehicle duly verified by the Car Rental Company.

**TWELVE.** Rights and Responsibilities of the Parties. The contractors are bound by their enforceable rights, and by all the provisions of this agreement, being liable for the following obligations:

In compliance with this Agreement, the Car Rental Company shall:

- Deliver the rented vehicle in optimal conditions of use, considering the fuel necessary for this purpose; the day, time and place agreed by the parties.
- Receive the vehicle with the same fuel level with which it was delivered to the lessee, in accordance with what is indicated by the fuel meter of the rented vehicle and which will be established in the Annex of this instrument. In the event that the Lessee does not return it with the same fuel amount, the Lessee will pay the Car Rental Company the cost of the missing fuel at the market price plus the charge for the resupply service indicated in the Annex.
- Receive the rented vehicle, indicating to the lessee, if applicable, that the vehicle was received accordingly; otherwise, the Car Rental Company shall state, upon receipt, the reasons why the vehicle was not returned accordingly.

- Return to the lessee in the time set for this purpose, the amount granted as security deposit as set out in clause eight of this Agreement.

For the purposes of this Agreement, the Lessee shall:

- Pay to Car Rental Company the agreed rental of the rented vehicle in a timely manner, without requiring payment and under conditions established herein.
- Drive, at all times the rented vehicle, under the protection of the respective license, granted by the competent authorities; respecting the Regulations and Traffic Laws at the Federal, Local or Municipal level. The Lessee shall only allow persons to drive the rented vehicle who are expressly authorized to do so in the Annex to this agreement.
- Not drive the vehicle while intoxicated or under the influence of drugs.
- Do not use the vehicle in a lucrative way, or sublease it.
- Do not use the rented vehicle to tow trailers and do not overload it by using it according to its normal strength and capacity.
- Keep the vehicle in the state it was received, except for normal wear and tear.
- Not drive or transport explosive or flammable substances, drugs or narcotics inside the vehicle.
- Pay the amount of the penalties imposed for violation of the Traffic Regulations or any other, even after the end of the term of the agreement, if the violation originated during the time in which the vehicle was rented to the lessee.
- Not use the vehicle in a way that is different from what was agreed, or in any way that involves damage to the vehicle for driving it improperly, for making it travel on roads that are not appropriate according to the characteristics of the car or for participating in races or other tests. The Lessee shall also not drive it on roads that are flooded.
- Not to sublease the vehicle covered by this agreement to third parties without the prior consent of the Car Rental Company.
- Provide the Car Rental Company with truthful information and original documentation upon execution of this agreement.
- Periodically check the levels of oil in the engine, radiator water and check the air pressure of the vehicle tires. Do not make any repairs to the vehicle, except with the prior authorization of the Car Rental Company.

**THIRTEEN.** Vehicle coverage. The Car Rental Company will rent vehicles with third-party liability coverage with a maximum limit of three hundred and fifty thousand pesos 00/100 m.n. (\$350,000). In the event of an accident, the lessee will be responsible for paying the expenses generated by the accident, including, where appropriate, the deductible of the coverage and any other expenses arising from the incident and that exceed the amount of the existing coverage or that is not covered by it. This liability will be maintained as long as the rented vehicle is available to the lessee. It is the responsibility of the Car Rental Company to inform the Lessee of the terms and conditions in which the coverage will operate, however, during the lease the Lessee will be responsible for damages to third parties, as well as for damages to persons or things that travel inside the vehicle, so the lessee is required to inform the Car Rental Company of any fact previously described, of the theft of the vehicle or any other incident immediately as soon as he/she becomes aware of the fact.

The Car Rental Company may offer the lessee additional protection coverages including protection against theft of the rented vehicle, damage to the rented vehicle, increase in the amount of civil liability or any other that is deemed relevant. In the event of failure to accept any of these coverages, the lessee will be liable before the Car Rental Company for the theft of the vehicle, for any damage suffered by the rented vehicle or for any civil or criminal liability that may arise due to the rental of the vehicle. The Annex contains the coverages offered to the lessee, the amount thereof and those that the lessee decides to accept.

**FOURTEEN.** Acts of God or Force Majeure. “The contracting parties acknowledge that there will be no liability of the parties if this agreement is breached due to Acts of God or force majeure; however, if during the term of this document any damage to the vehicle is caused by these same assumptions, the lessee shall notify the Car Rental Company and the competent authorities as soon as possible and shall not exceed 48 hours after becoming aware of the fact. The delay in the notice will be considered as a breach of this agreement, so the lessee will be responsible for compensating the damages that the Car Rental Company has suffered due to said damage”.

**FIFTEEN.** Forgotten items in the rented vehicle. At the time of return of the rented vehicle, lessee shall verify that there are no personal belongings in the vehicle, otherwise the Car Rental Company will not be responsible for the belongings left in the vehicle, nor for the damage or demerit that could be caused when being transported inside the same vehicle.

**SIXTEEN.** Mechanical defects. In the event of any mechanical or electrical damage to the vehicle or the loss of the keys thereof, the lessee shall communicate that

fact within the first two hours to the Car Rental Company, in any case, the Car Rental Company is liable for them.

In this case, the Car Rental Company shall replace the Lessee with a vehicle in good condition, considering the characteristics of the rented vehicle, within two hours after the Lessee has notified,, provided that the vehicle is in the location where it was rented or from the Car Rental Company's address, and also shall deduct the time that the Lessee has not been able to use the vehicle due to the failure. The term expressed in this paragraph may be extended, at the discretion of the parties, when the Car Rental Company proves its breach of the aforementioned obligation for reasons beyond its control. In the event of loss of the keys, the Car Rental Company will send the lessee, at the lessee's expense, a duplicate within two hours of being informed of the loss, or that the vehicle was locked with the keys inside, provided that the vehicle is also within the same location mentioned in the previous paragraph. The charges for the replacement of the key and for the service of delivery of the duplicate will be calculated at market price and covered by the lessee.

**SEVENTEEN.** Cancellation of the rental. The lessee is entitled to cancel the lease regulated herein, provided that the cancellation is made within five days prior to the commencement of the rental term. In this case, the cancellation will occur without any liability, and the Car Rental Company shall return in full all the amounts that the lessee has delivered, within a period of 2 business days.

Once the rental has begun, the lessee may cancel it as long as the lessee complies with all payment obligations until the time of return and returns the rented vehicle to the Car Rental Company as originally agreed.

The cancellation shall be made at the place that the parties agreed for the return of the rented vehicle and that appears in the Annex of this agreement, against the return of the vehicle and the fulfillment of all the obligations required until the time of return. In the event that the cancellation is made in a place other than the agreed one, the lessee will also pay the expenses that are generated on the occasion of the return of the vehicle to the place where its return was agreed.

**EIGHTEEN.** Causes of termination. The parties express their willingness to accept that the agreement will be terminated in the event of any breach of the obligations contained herein.

When the lessee is affected by the breach, he/she may terminate this agreement, and he/she shall make the rented vehicle available to the Car Rental Company and request payment of the corresponding conventional penalty.

When the Car Rental Company is affected by the breach, it may terminate this agreement, recovering the vehicle as is, the lessee being responsible for the

payment of the conventional penalty, plus the costs of recovering the vehicle duly verified by the Car Rental Company. The Car Rental Company will not be responsible for the belongings that are inside the rented vehicle, so the lessee releases the Car Rental Company from any responsibility for belongings that they had left inside the rented vehicle.

**NINETEEN.** Contractual Penalty. The conventional penalty will be 20% of the total amount determined as the price of the vehicle rental.

**TWENTY.** Claims and complaints. The parties agree that the lessee may send any claim or complaint of the service to the email of the Car Rental Company provided in the Annex to this agreement or, failing that, present it at the address described in the aforementioned document. In any circumstance, the Car Rental Company shall respond to the Lessee within a period of no more than two working days from the receipt of the claim or complaint.

**TWENTY-FIRST.** Addresses. For the purposes of this agreement, the addresses, telephone number and email of the parties mentioned in the Annex are indicated.

**TWENTY-TWO.** Administrative Jurisdiction. The Federal Consumer Attorney's Office is competent to resolve any dispute that may arise regarding the interpretation or fulfillment of this Agreement. Notwithstanding the foregoing, the parties submit to the jurisdiction of the competent courts of the City of \_\_\_\_\_ waiving any other jurisdiction.

**TWENTY-THIRD.** Privacy Notice. The Car Rental Company declares that the information it receives from the Lessee shall be used in terms of the Privacy Notice available on <https://www.localiza.com/mexico/es-mx/privacidad>.

IN WITNESS WHEREOF, the parties understood and agree with the legal scope of the provisions contained herein, signing this instrument in the place and date established herein. The lessee receives this agreement by email to the address specified in the Annex and, if requested, can also receive it in print.

**TWENTY-FOUR.** Authorization for the use of information for marketing or advertising purposes The lessee of the service SI ( ) NO ( ) accepts that the Car Rental Company assigns or transmits to third parties, for marketing or advertising purposes, the information provided by him/her for the purpose of this agreement and ACCEPT ( ) DOES NOT ACCEPT ( ) that the Car Rental Company sends advertising on goods or services.

This Agreement was approved and registered by the Federal Consumer Prosecutor's Office under number 2262-2023 dated February 23, 2023.