

General rental conditions of the company onekey SA

1. Parties

The lessor is onekey SA, a company with registered office at Route de la Mortigue 1, 1072 Forel (Lavaux). **The renter** is the person designated as driver in the corresponding rental agreement, who rents one or more vehicles from the lessor. The rental agreement is concluded between **the lessor and the tenant**.

These general conditions as well as the official rate in force on the date of the rental are an integral part of the rental agreement.

2. Drivers authorised to drive a vehicle rented by onekey SA

The renter must be in possession of a valid driver's license for at least three (3) years. The vehicle may only be driven by the driver(s) whose name and address appear on the rental agreement.

Exceptions are only possible if expressly authorized by onekey SA and within the limits of applicable law.

3. Use of the vehicle

3.1. General

The tenant is required to:

- to drive and treat the vehicle with care and to comply with the manufacturer's and lessor's instructions;
- lock the vehicle when it is not in use, including windows, sunroofs and the engine cover;
- use the vehicle only in authorized countries;
- use the vehicle exclusively for the purposes permitted by law;
- to interrupt the journey if a defect occurs on the vehicle as soon as it is safe to do so, immediately informing the lessor.

The tenant also undertakes to keep the circulation papers with him.

3.2. Restrictions on Use

The vehicle belongs to onekey SA. It is forbidden to assign, sell or hypothecate this contract, the vehicle, its equipment or tools.

All vehicles of the company onekey SA are intended exclusively for normal road use.

It is strictly forbidden to go off-road, to bring the vehicle on a speed or crossing circuit, and to disconnect the ESP traction control.

The use of the vehicle rented by onekey SA is prohibited:

- to propel or tow other vehicles or objects;
- to participate in any competitions or contests;
- in a state of overload or not in safe operation;
- by people in a state of excessive fatigue or under the influence of a substance that may impair their faculties or their ability to react such as alcohol, drugs or certain medications;
- for unlawful purposes.
- no forms of subletting are tolerated;

4. Condition of the vehicle rented by onekey SA

The rented vehicle is delivered to the renter in perfect mechanical condition and cleanliness. The tyres are in condition that meet the laws in force and without interruption.

The tenant's complaints concerning the vehicle and/or accessories must be immediately communicated to the lessor at the time of handing over the vehicle to the renter. If no such communication is made, the vehicle is considered delivered to the renter in perfect condition.

The vehicle, its equipment and accessories must be returned to the lessor in the same condition. Otherwise, the costs for repairs, purchases necessary to complete the equipment and interior cleaning made necessary to restore the vehicle to the condition in which it was before its rental will be charged to the tenant.

It is strictly forbidden to smoke in vehicles rented by onekey SA. In case of non-observance and in the presence of cigarette odors at the return of the vehicle, the costs necessary for their elimination will be charged to the tenant.

5. Maintenance and repair of the vehicle rented by onekey SA

The renter is obliged to use the vehicle with care and to reduce the risk of breakdowns and damage by respecting the restrictions of use (see clause 3.2).

The renter must use the proper fuel, check oil and water levels as well as tire pressure, and make necessary upgrades when needed.

The renter is responsible for any damage occurring as a result of insufficient maintenance of the vehicle during the rental period.

Fuel is the responsibility of the tenant.

Normal mechanical wear and tear of the vehicle is assumed by the lessor.

In the event that the vehicle is immobilized, repairs can only be carried out with the written agreement of onekey SA and according to its instructions.

The renter may not under any circumstances claim damages for delay in the delivery of the vehicle, cancellation of the rental or immobilization of the vehicle in case of accidents or breakdowns.

6. Prepayment, rental fees and other fees

The prepayment and rental fees are determined according to the official rental rate of onekey SA in force at the time of signing the contract.

The tenant undertakes to pay immediately and without opposition the amount of the rental in the currency defined by the rental agreement.

The tenant agrees to cover the following costs:

- Miscellaneous royalties mentioned on the rental agreement;
- Vehicle damage/loss costs not covered by insurance;
- Additional transport costs applicable if the vehicle is left at a location other than that which was agreed for return, without the written permission of the lessor;
- Additional mileage charges if the agreed maximum number of kilometres is exceeded;
- Additional cleaning costs if the returned vehicle requires special cleaning before being ready for its next rental;
- Late return costs (100.- CHF HT/Hour);
- All costs, fines and expenses for traffic offences;
- Any disbursements incurred by onekey SA, including attorneys' fees, in order to obtain from the tenant the payments due under this contract;

The use of onekey vehicles is reserved for normal use on open roads. Any brutal use and not in accordance with the highway code, may result in a retention of the bail or in extreme cases criminal prosecution.

The tenant is made aware of the standards to be respected relating to vehicle noise, especially in inhabited areas, near rest places and during the night. Many checks are carried out throughout the country and heavy financial penalties can be imposed on offenders, up to and including confiscation of the vehicle.

The renter is fully responsible for the costs and consequences arising from non-compliance with vehicle noise regulations. In case of confiscation of the vehicle, an amount for the immobilization of the vehicle for the duration of its non-availability will be charged to the tenant.

7. Extension of the rental period

An extension of the rental agreement is only possible with the written consent of the lessor. The tenant must request the consent of the lessor at least thirty days before the end of the lease. He must also make payment covering all costs for the extended rental period.

At the request of the lessor, the renter must present the vehicle. In the event of an agreement to extend the rental agreement, all the conditions of the initial contract remain valid, unless otherwise agreed in writing.

8. Insurance / Guarantees

Coverage and risks

- Unlimited liability insurance, deductible according to the rental contract at the expense of the tenant;
- Complete casco insurance, deductible according to the rental contract at the expense of the tenant.

The rental contract only insures the tenant, the passengers are not insured.

The clothes and objects transported are not insured, unless the renter has taken out before the rental and with the agreement of the lessor, a necessary additional insurance.

9. Accidents

In the event of an accident, the tenant must immediately draw up a police report and inform the lessor within 24 hours.

The tenant undertakes to provide all necessary assistance and cooperation to onekey NV and the insurance company during the investigations.

The tenant must in no way acknowledge his responsibility, nor deal or deal with third parties in relation to the accident.

The vehicle is insured for the expected rental period. At the end of this period, unless the parties provide for an extension of the rental period, the lessor declines all responsibility for accidents that the tenant may cause.

Accidents must be reported. Accidents that are not reported are not covered and the costs are borne by the tenant.

10. Responsibilities

The renter remains fully liable to the lessor for the performance of all obligations arising from the rental agreement, even if it is not he who drives the vehicle. He is obliged to bear all costs and expenses incurred due to non-compliance with these conditions by any driver.

The tenant is liable for any damages due to his negligence or that of his auxiliaries or to the violation of the law or this contract. Abandoning the vehicle unattended with the keys inside is deemed to be negligence.

Despite taking out additional insurance, the renter will be liable for any damage caused by misuse of the vehicle or its accessories, including damage to rims, tires, mirrors, aerodynamic appendages, hoods and accessories, interior, upholstery, theft of car components, riots and acts of vandalism.

He will also have to respond in case of non-compliance with the heights and widths of passage (garage entrances, underground passages and similar places).

The Lessor accepts no liability for loss of or damage to the goods carried on board the vehicle, whether during or after the rental period.

Misuse of the vehicle resulting in a breakdown or abnormal wear and tear of the vehicle is considered an accident for which the renter would be responsible.

In any case, compensation equal to the rental day, including 200 kilometers per day, will be due by the renter during the immobilization of the vehicle for repair, in addition to the towing and repatriation costs.

The renter and the drivers are criminally liable for offences committed by them while driving the vehicle.

11. Data protection

The purpose of this clause is to inform the tenant of the processing of his personal data and his rights. By signing the rental agreement, the tenant consents to the processing of his personal data.

The company onekey SA, a company with registered office at Route de la Mortigue 1 in 1072 Forel (Lavaux), is responsible for the processing of the tenant's personal data.

As part of its services, onekey SA may process the following personal data:

- first name, last name, date of birth, address, telephone number, e-mail address;
- the content of communications (e.g. emails, letters);
- information relating to the rental (make and chassis of the vehicle, the registration number of the vehicle, the date of the 1st entry into service and place, delivery and return address, the date of collection and return of the vehicle, the kilometers of the vehicle), the number of the rental contract, the reservation number, driving licence data, driving licence photo, passport;
- financial data such as credit card data;
- optional data provided spontaneously by the hirer, such as vehicle equipment wishes and vehicle category preferences;
- special data: in the event of an accident, information relating to the circumstances of the accident and the report, including data relating to the state of health, such as injuries, blood alcohol level or driving under drugs.
- data concerning third parties, e.g. family members of the hirer, additional drivers, passengers, which may be communicated in the context of the contractual relationship;
- location data.
- onekey SA processes the tenant's personal data for the following purposes:
 - the conclusion and execution of the rental agreement;
 - customer service, for example in the event of a complaint by the tenant;
 - the security of the tenant and the lessor, for example to avoid payment defaults, prevent damage to property, including fraud, theft and embezzlement;
 - the fulfilment of a legal obligation, for example, communication to the criminal prosecution authorities;
 - for advertising purposes, unless the tenant objects.

The recipients to whom personal data may be transmitted are IT service providers, financial institutions, partners of onekey SA and authorities.

Personal data are stored only to the extent that they are necessary for the purposes of the processing.

The tenant has the right of access to personal data concerning him. He also has the right to rectify inaccurate data, to add the mention of their disputed nature, to erase them, to destroy them or to prohibit them from processing or communicating them to a third party, within the limits of the law.

12. Law and place of jurisdiction

This contract is exclusively governed by Swiss law, with the exception of private international law.

The place of jurisdiction for any dispute between the tenant and the lessor is in the canton of Vaud.

Read and approved: ____