VEHICLE RENTAL TERMS AND CONDITIONS

This vehicle rental agreement is entered into by **MODO RENTING** E.I.R.L., Taxpayer ID (RUC) No. **[●]**, with address at **[●]** (hereinafter **MODO RENTING**), and the individual or legal entity signing this agreement (hereinafter **THE RENTER**), under the following clauses.

It is expressly agreed that under no circumstances shall **THE RENTER** be considered a representative, agent or proxy of **MODO RENTING**.

1. PURPOSE AND DELIVERY OF THE VEHICLE

MODO RENTING delivers to **THE RENTER**, and **THE RENTER** receives on rental, in perfect working order, maintenance and condition, and to its full satisfaction, the vehicle described on the front of this document, with the equipment and accessories listed in the vehicle inventory, which **THE RENTER** signs at this time as proof of acceptance and which forms part of this agreement, in exchange for the agreed rent, shown as the accepted rate on the front.

At pick-up and at return, both parties will inspect the vehicle together and record its condition with date- and time-stamped photos and/or video, which will form part of the inventory. **THE RENTER** may note any damage or missing item in the inventory before leaving with the vehicle; damage not noted will be deemed to have occurred during the rental.

2. DRIVER REQUIREMENTS AND ADDITIONAL DRIVER

THE RENTER declares to be at least 25 years old, to hold a valid driver's license issued by the competent authority and held for at least 1 year, and to have no judicial or administrative restriction on driving. Where the rate allows it, drivers aged 21 to 24 will be accepted, subject to the daily young driver surcharge shown in the rate.

Foreign drivers may drive with their valid home-country license for the period allowed by Peruvian regulations for visitors, and must also present their passport. Carrying an International Driving Permit is recommended, as some authorities may request it.

THE RENTER may designate another person to drive the vehicle, under **THE RENTER**'s own responsibility, by expressly requesting **MODO RENTING**'s authorization and paying the applicable additional driver fee. The additional driver must meet the same requirements and present their license and ID at pick-up. **THE RENTER** is jointly liable for any damage caused by that driver.

3. TERM, RETURN AND RECOVERY OF THE VEHICLE

The term of this agreement is optional for **MODO RENTING** and mandatory for **THE RENTER** for the period shown on the front. At the end of the term, or of any extension agreed by both parties, **THE RENTER** shall return the vehicle in the same condition in which it was received, at the **MODO RENTING** location shown on the front, to conclude the agreement.

THE RENTER hereby authorizes **MODO RENTING** to recover the vehicle, in any manner it deems appropriate, at any place and time, if **THE RENTER** fails to return it on time as stated above. **MODO RENTING** may or may not exercise this right, without prior notice, and **THE RENTER** shall bear the costs of recovering the vehicle wherever it is located. If **THE RENTER** does not return the vehicle on the agreed date, **THE RENTER** accepts a penalty of an additional 50% of the daily rate for each day of delay, up to a maximum of thirty (30) days.

THE RENTER shall return the vehicle in the same city where it was picked up, unless a return in another location has been agreed, in which case **THE RENTER** shall pay the applicable one-way (drop-off) fee.

4. PROHIBITED USES

THE RENTER acknowledges that the rented vehicle may not be used:

a) To take part in races, speed tests or events of any kind that involve low, medium or high risk to the vehicle, under any pretext.

b) For uses other than those stated in this agreement, or to transport goods or passengers for hire or for any other public service.

c) To carry cargo or heavy loads.

d) In violation of Peruvian law or current traffic regulations, or for dangerous or illegal activities.

e) To be sublet or transferred for use in any other way.

f) To allow a third party to drive the vehicle without **MODO RENTING**'s knowledge and express authorization.

5. DRIVING PROHIBITIONS

THE RENTER undertakes not to drive the rented vehicle:

a) Under the influence of alcohol, sedatives, tranquilizers, medication that prohibits driving, drugs or any other substance that affects the ability to drive.

b) Without a valid driver's license issued by the competent authorities.

c) In violation of traffic rules.

d) On roads not declared passable by the competent authorities, such as streams, lagoons, seashores, sand, beaches, swamps, or areas affected by mudslides or other natural disasters or their aftermath, among others that may damage the vehicle.

e) On routes other than those established in this agreement or outside the borders of the Republic of Peru.

6. INSURANCE, COVERAGE AND ACCIDENTS

THE RENTER declares to have received sufficient information on, and to know, the risks covered by the insurance policy contracted by **MODO RENTING**, such as collision, rollover, fire, third-party liability and partial or total theft, among others, and agrees to pay any amount not covered and paid in full by the insurer due to **THE RENTER**'s breach of any clause of this agreement.

Each coverage has a deductible, which is the amount **THE RENTER** pays for a covered loss: LDW/CDW (damage to the vehicle) and total or partial theft: 20% of the loss amount, with a minimum of US$ 250 per event; audio accessories: 10% of the loss amount, up to US$ 2,000. Deductibles do not include VAT (IGV). Third-party liability (LIS) covers up to US$ 250,000 per vehicle, and liability to occupants up to US$ 100,000, as per the policy. Unless a specific protection has been purchased, coverage does not include: glass, headlights and lenses, tires and rims, the underside of the vehicle (oil pan, chassis, suspension), interior, keys and documents, or damage caused by the conduct described in clauses 4 and 5.

In the event of an accident, theft or breakdown, **THE RENTER** shall: (i) get to safety and help anyone injured; (ii) immediately call the 24-hour emergency line of the rental company shown in the booking confirmation (for Hertz, Dollar and Thrifty: +51 942 301 809) and report the incident within four (4) hours of its occurrence; (iii) file a police report at the nearest police station and take the blood-alcohol test; and (iv) not repair the vehicle or admit liability without **MODO RENTING**'s authorization. The policy will not apply without the corresponding police report; in that case, **THE RENTER** assumes full responsibility and payment for any damage caused to the vehicle, passengers and/or third parties.

7. PAYMENT METHOD AND SECURITY DEPOSIT

THE RENTER presents a physical credit card in their own name, of which only the card brand, issuing bank, last four digits and pre-authorization code are recorded. **MODO RENTING** does not write down or keep the full card number or its security code; all charges are processed exclusively through the payment terminal or authorized payment gateway.

At pick-up, a security deposit hold (pre-authorization) will be placed for the amount shown in the booking confirmation and on the front of this agreement. This hold is not a charge: it is released when the vehicle is returned without issues, and the issuing bank reflects the release within 3 to 14 business days, depending on the bank.

THE RENTER expressly authorizes **MODO RENTING**, as a sworn statement, to make charges (including delayed or card-not-present charges) to that card for the obligations assumed under this agreement, such as: coverage and protections purchased, additional mileage, bank fees, traffic fines and tickets issued nationwide during the rental, refueling, loss of use, agreed penalties, mechanical damage caused by **THE RENTER**, damage not covered by the insurer, third-party claims, theft of parts and accessories, and any damage to the vehicle or to the additional accessories rented. This authorization extends for six (6) months from the return of the vehicle, to cover any pending payment under this agreement. Each charge made after the return will be notified by email with its supporting documents.

If **THE RENTER** does not pay the full debt owed to **MODO RENTING** within 48 hours of notification, **MODO RENTING** may, under the authorization granted in the personal data protection clause, report **THE RENTER** to credit bureaus and take the corresponding legal collection actions.

8. IMMOBILIZATION, THEFT AND TOTAL LOSS

THE RENTER shall pay for the days during which the rented vehicle is immobilized due to an accident or held by the police. If the vehicle is

stolen, misused in breach of clauses 4 and 5, or abandoned, **THE RENTER** shall pay **MODO RENTING** a daily penalty equal to the daily rental rate plus 50%, until the vehicle is recovered or fully repaired, up to a limit of thirty (30) days from the date of the incident or of the report to the authorities.

In the event of a total loss or theft of the vehicle, **THE RENTER** shall pay a penalty equal to 20% of the market value of the vehicle, plus VAT (IGV), which may be charged to the card indicated in clause 7.

9. TRAFFIC VIOLATIONS, FINES AND TOLLS

Traffic violations, fines and tickets issued during the rental shall be paid by **THE RENTER**. Those received after the return will be charged by **MODO RENTING** plus VAT (IGV) and an administrative fee of US$ **[●]** per ticket, in accordance with clause 7.

Tolls are paid directly on the road. If the vehicle has an electronic toll device, the tolls recorded during the rental will be charged at cost, plus an administrative fee of US$ **[●]**.

10. ODOMETER AND MILEAGE

The mileage included is the one shown in the rate on the front (**[unlimited / ● km per day]**). Each additional kilometer will be charged at US$ **[●]** plus VAT (IGV).

If the odometer fails, **THE RENTER** shall inform **MODO RENTING** immediately. Otherwise, or if it is found to have been disconnected or its seal broken, **THE RENTER** will be charged 500 km per day for the period of use. **THE RENTER** shall not allow any repair or replacement of vehicle parts without **MODO RENTING**'s prior consent.

11. MISUSE AND MECHANICAL DAMAGE

THE RENTER shall bear all costs arising from misuse or improper driving of the rented vehicle, including mechanical damage caused by crossing rivers or driving on bad roads, engine destruction, damage to the front suspension, transmission, shock absorbers, breakage of tires, rims, glass and other damage to the chassis. **THE RENTER** shall also bear the cost of moving the vehicle to **MODO RENTING**'s office or to a workshop authorized by it.

12. FUEL

THE RENTER shall return the vehicle with the same fuel level and type recorded in the pick-up inventory. Otherwise, **THE RENTER** will pay for the missing fuel at market price plus a 30% surcharge as a penalty. There will be no refund for unused fuel or for returning the vehicle with more fuel than provided.

If **THE RENTER** purchased the prepaid fuel option, the vehicle may be returned with any fuel level, with no refund for unused fuel.

13. ACCESSORIES AND VEHICLE PARTS

THE RENTER is personally liable for any damage, loss or theft of the additional items rented (GPS, mobile internet, child seat, etc.) and of the removable parts of the vehicle (tires, mirrors, radio, tools, wiper blades, wheel wrench, registration card, SOAT insurance certificate, logos, battery and accessories in general). Accordingly, **THE RENTER** shall pay for the necessary repairs or the value of the lost or stolen item, or the deductible of the insurance purchased, as applicable.

14. FINAL INSPECTION

At the end of the agreement or its extension, **MODO RENTING** will inspect the vehicle in **THE RENTER**'s presence, comparing it with the photos taken at pick-up. If the vehicle shows damage, **MODO RENTING** will only close the agreement once the damage caused by **THE RENTER** has been assessed and paid. If the rental exceeds twenty-five (25) days, **MODO RENTING** may inspect the vehicle without prior notice at the address given by **THE RENTER**.

15. ITEMS LEFT IN THE VEHICLE

MODO RENTING is not responsible for any items and/or valuables left in the vehicle by the user or passengers at the time of return. Once the vehicle has been received, **THE RENTER** may not claim any item or valuable left in it.

16. PAYMENTS AND CREDIT HOLD

THE RENTER shall pay **MODO RENTING** the rental according to the rates and conditions of this agreement, any damage caused to the vehicle, traffic violations, cleaning costs, and fuel plus refueling charges. **THE RENTER** expressly authorizes **MODO RENTING** to place a credit hold on the card for all estimated charges and as a guarantee of faithful and full compliance with this agreement.

17. ADDRESS, EMERGENCY CONTACT AND NOTICES

THE RENTER shall inform **MODO RENTING** of any change to the address stated in this agreement, and shall provide the name, telephone number, email and address of a contact person for emergencies.

The parties agree that communications and notices related to this agreement, including notices of charges, are valid when sent to the email address or WhatsApp number provided by **THE RENTER** on the front.

18. DAILY BILLING, FIXED FEES, CHANGES AND EARLY RETURN

THE RENTER knows and accepts the following:

a) The rental cost (rate), coverage and additional services are billed per 24-hour day; after the first two (2) extra hours, an additional day will be charged.

b) Vehicle cleaning: **THE RENTER** shall return the vehicle reasonably clean, in a condition similar to that at pick-up. If the vehicle is returned excessively dirty, a cleaning fee will be charged according to the level required:

i) Basic cleaning, for light exterior or interior dirt (mud, dust, sand, food remains or trash): US$ 15 plus VAT (IGV).

ii) Full cleaning, for dirt that requires deep cleaning (upholstery, carpets, odors, stains, pet hair or mud inside the vehicle): US$ 60 plus VAT (IGV).

The cleaning level will be determined at the return inspection and recorded with photos. We recommend returning the vehicle as clean as possible to avoid these fees.

c) Other fixed fees: smoking in the vehicle US$ 60 plus VAT (IGV); pets without a carrier US$ 60 plus VAT (IGV). Lost keys, license plates or registration cards will be charged at replacement cost.

d) Before picking up the vehicle, **THE RENTER** may change the booking dates at no cost; only the rate difference, if any, will be adjusted.

e) Once this agreement has been signed and the vehicle delivered, no change of conditions and no refund (partial or total) will be made for early return of the vehicle; the amount for the unused days is considered a penalty.

19. KEYS AND DOCUMENTS

THE RENTER shall cover the cost of any damage to or loss of keys, registration card, accessories and other items of the vehicle occurring during its use.

20. LOSS OF USE

THE RENTER shall pay, through the payment method provided, for loss of use when, due to an accident or theft, the vehicle must be repaired or fully compensated by the insurer. In the event of a total loss, **THE RENTER** shall pay **MODO RENTING** the basic daily rate for the entire repair period or until the insurer pays the value of the vehicle or replaces it.

21. ACKNOWLEDGMENT OF LIABILITY

THE RENTER authorizes **MODO RENTING** to charge the credit card indicated in clause 7, up to the pre-authorized deposit amount shown on the front, for the reimbursement of damage caused to the vehicle while in **THE RENTER**'s possession, upon presentation of supporting documents (photos, estimate or repair shop invoice).

22. RENTER'S OWN INSURANCE

MODO RENTING is not obliged to accept vehicle insurance that **THE RENTER** may hold or purchase through channels other than those offered by **MODO RENTING**, including credit card insurance.

23. MANDATORY AND OPTIONAL COVERAGE

Third-party liability coverage (LIS) is mandatory and is included in the rate shown at booking. LDW/CDW, theft and glass protection are optional, unless the rate states otherwise. If **THE RENTER** declines LDW/CDW, **THE RENTER** shall leave the higher security deposit shown in the booking confirmation and on the front of this agreement, even if **THE RENTER** has private insurance.

24. GPS TRACKING

THE RENTER acknowledges that the vehicle may be equipped with a GPS tracking device. Location data will be used only for the security of the vehicle, its recovery in case of theft or non-return, and roadside assistance, in accordance with the personal data protection clause.

25. ACTS OF GOD AND FORCE MAJEURE

Neither party shall be liable for non-performance caused by acts of God or force majeure, such as mudslides, natural disasters, strikes, road closures or orders of the authorities. In such cases, **THE RENTER** shall immediately inform **MODO RENTING** and follow its instructions; additional rental days will be charged at the contracted rate, unless otherwise agreed.

26. BOOKINGS THROUGH MODORENTING.PE AND PARTNER COMPANIES

Bookings made at modorenting.pe are governed by the conditions shown at the time of booking (rate, included coverage, security deposit, mileage and additional fees), which form part of this agreement. Booking is free of charge and payment is made when picking up the vehicle.

When the vehicle is provided by a partner rental company, that company acts as the lessor and signs its own agreement with **THE RENTER**; in that case, **MODO RENTING** acts as the booking intermediary and is responsible for the booking information it published. Any difference between the confirmed booking and what is offered at the counter will be resolved by **MODO RENTING** with the partner company.

27. PERSONAL DATA PROTECTION

In accordance with Peruvian Law No. 29733, the Personal Data Protection Law, and its Regulations, **THE RENTER** authorizes **MODO RENTING** to process the personal data provided (identification, driver's license, contact details, partial payment data, vehicle location and inspection images), which will be stored in **MODO RENTING**'s customer database, for the following purposes: (i) managing the booking and performing this agreement; (ii) charging, invoicing and collections; (iii) reporting unpaid debts to credit bureaus; (iv) handling accidents, fines and requests from authorities; and (v) handling inquiries and complaints.

The data may be shared only with the partner rental company that provides the vehicle, insurers, financial institutions and payment processors, credit bureaus and competent authorities, for the purposes stated above. The data will be kept for the duration of the contractual relationship and up to 5 years afterwards, to comply with legal obligations.

THE RENTER [ ] agrees / [ ] does not agree to receive offers and promotions from **MODO RENTING**. This authorization is voluntary and is not a condition for the rental.

THE RENTER may exercise the rights of access, rectification, cancellation and objection by writing to modorenting@gmail.com and, if not satisfied, may contact the Peruvian National Authority for Personal Data Protection.

28. COMPLAINTS BOOK

In accordance with the Peruvian Consumer Protection and Defense Code, **MODO RENTING** has a physical Complaints Book (Libro de Reclamaciones) at its locations and an online one at **[modorenting.pe/libro-de-reclamaciones]**. Complaints will be answered within a maximum of fifteen (15) business days.

29. ELECTRONIC SIGNATURE

The parties agree that this agreement, the inventory and its annexes may be signed by hand or electronically (signature on a tablet, digital acceptance or verification code), with the same validity, in accordance with Peruvian Law No. 27269, the Digital Signatures and Certificates Law.

30. LANGUAGE

This agreement is issued in Spanish, English and Portuguese. In the event of any discrepancy between the versions, the Spanish version shall prevail.

31. JURISDICTION

The parties agree that any dispute regarding this agreement shall be submitted to the jurisdiction of the judges and courts of the judicial district of Lima, Peru, waiving the jurisdiction of their domiciles.

32. ACCEPTANCE

THE RENTER acknowledges that the information contained in this document and on its front forms an integral part of this agreement, and confirms acceptance of its content by signing and placing their fingerprint on this document.

First and last names

ID document (DNI, foreign resident card, passport)

Customer signature and fingerprint