VEHICLE RENTAL AGREEMENT WITHOUT DRIVER

Translation from Spanish

> ***Translation note.*** *This document is a translation into English of the Spanish-language original ("Contrato de alquiler de vehículos sin conductor", version updated on 22 October 2026). The original is drafted in Spanish. In the event of any discrepancy between this translation and the original, the Spanish version shall prevail (see Annex V, section 5, final paragraph). This translation is provided for information purposes and is not a sworn translation.*

Latest version updated on 22 October 2026.

PARTICULAR CONDITIONS

Lessor: SOLO MARBELLA, S.L., Tax ID (NIF) B-93089928, with registered office at Nave 76, Polígono Industrial La Campana, Marbella (Málaga), postcode 29660, trading as SOLO rent a car.

Lessee: [full name, identity document, address – habitual residence, email address, telephone number and driving licence].

Main Driver: [full name, identity document, address, email address, telephone number and driving licence].

Additional Authorised Drivers: [identification and driving licence of each driver].

Vehicle: [category, group, make/model – if guaranteed, registration number, chassis number (VIN), fuel or propulsion system].

Pre-existing damage / vehicle remarks: [yes/no; details or reference to the Vehicle Condition Report].

Pick-up: office; date; time.

Return: office; date; time.

Financial terms:

Item	**Applicable term**
Rental price	[amount, taxes included/itemised]

Item	Applicable term
Package selected	[Basic / Comfort / Select / Plus]
Deposit	[amount]
Excess or liability limit	[amount]
Included mileage	[limit]
Price per additional km	[amount]
Fuel/charge at delivery	[level]
Extras, accessories and supplements	[details and amount]
Intended payment method	[card / bank transfer / cash / payment link / other]
Rental payment made	[yes/no; amount paid, date, payment method, transaction reference and outstanding balance]

The following form part of this Agreement: these **Particular Conditions**; the **General Conditions**; and the following **Annexes:**

1. **Annex I** (Rates, packages, deposits and mileage);
2. **Annex II** (Privacy, GPS and connected vehicles information);
3. **Annex III** (Cover, exclusions and assistance);
4. **Annex IV** (Rates for extras, accessories and replacements);
5. **Annex V** (Operating procedures, offices and categories);
6. **Annex VI** (B2B and long-term rental conditions), where applicable; and
7. **Annex VII** (Delivery of documents by channel and operational control).

The Particular Conditions shall prevail over the General Conditions as regards matters specifically agreed for this rental, unless the latter are more favourable to the adhering party (*adherente*) under the applicable regulations.

GENERAL CONDITIONS

On the one hand, the **Lessor** identified in the Particular Conditions.

On the other hand, the **Lessee** identified in the Particular Conditions, who is also the **Main Driver**, who declare that they have sufficient capacity and a driving license valid in Spain for the contracted vehicle.

Both parties agree to the temporary rental, without driver, of the vehicle on the following terms.

1. Purpose and vehicle

The Lessor grants the Lessee the temporary use of the vehicle, its accessories (where applicable) and its documentation during the contracted period, **the vehicle having to be returned in the same condition as when it was received**, save for ordinary wear and tear arising from diligent use. The booking is made by category or group, not for a specific model, unless the Particular Conditions expressly include the guaranteed-model service.

The Lessor may deliver a vehicle of an equivalent or higher category. It may also request that the vehicle be made available to it, or replace it, for justified reasons of safety, maintenance, breakdown or fleet management; it shall endeavor to offer a vehicle of an equivalent category, subject to availability.

The initial condition of the vehicle, mileage, fuel or charge, accessories and pre-existing damage shall be recorded in the Vehicle Condition Report, which shall be sent to the Lessee as provided in Annex VII.

2. Price, payment, deposit and charges

The Lessee shall pay the price and the contracted extras stated in the Particular Conditions, together with any applicable supplements. To complete the booking, the Lessee must be the Main Driver and must provide the deposit before the vehicle is delivered, by bank card (Mastercard, Visa or American Express), which must be presented in person and must be in the Lessee's name (except in B2B cases). As a general rule a credit card will be required; the Lessor's acceptance of a debit card shall be exceptional and must be expressly recorded in writing, and may entail the deposit being charged, rather than merely blocked.

Virtual cards, prepaid cards, cards belonging to unrelated third parties or cards that do not match the identity of the Lessee and Main Driver (except a corporate card in accordance with Annex V, section 3 and Annex VII), cash, cheques, bank transfers and other means that do not allow a block, pre-authorization or charge will not be accepted to provide the deposit. The Lessor may verify the type of card by reasonable technical means. For vehicles in the *Luxury Elite* category, the presentation of two physical credit cards in the Lessee's name may be required.

For rentals of up to 12 days, the deposit shall be blocked by pre-authorization on a credit card; for rentals of 13 days or more, it may be charged. If the card does not allow pre-authorization, the Lessor may request another card, charge the deposit or refuse delivery. The release or refund shall be processed after the end of the agreement and within a maximum of 30 calendar days, except where there are incidents,

damage, fines, tolls, investigations or outstanding charges, in which case that period may be extended, and the Lessee shall be informed of this circumstance. Banking timeframes do not depend on the Lessor.

The deposit secures exclusively, and may therefore be applied to, overdue and payable amounts arising from this Agreement, including proven damage, the applicable excess, fuel or charge not replaced, incorrect refueling, additional mileage, fines, tolls, parking, cleaning, accessories, keys, documentation, assistance, towing, recovery, administration fees, immobilization, and any others that apply. It does not replace payment of the rental or limit the liability that applies for damage actually proven.

The Lessee authorizes the Lessor to retain from the deposit and, where applicable, to charge to the card provided the amounts arising from the Agreement. Every charge must be supported by sufficient documentation — for example, delivery/return records, photographs, mileage record, quotation, invoice, technical or expert report, police complaint, notification from an authority or communication from a supplier — and its details shall be sent to the Lessee through the contact channel provided, if the Lessee so requests.

2.1. Express authorization of settlement and justified charges after the end of the agreement.

The Lessee expressly authorizes the Lessor, once the rental has ended and where there is an amount that is due, payable, provided for in this Agreement and sufficiently proven, to:

- **apply the deposit, in whole or in part, to that amount; and**
- **charge the amount not covered by the deposit to the bank card provided for the rental or the deposit.**

This authorization, by way of example, covers, where applicable and documented, charges for damage, excess, missing fuel or charge, incorrect refueling, additional mileage, fines, tolls, parking, cleaning, smoking, animals, accessories, keys, documentation, assistance, towing, recovery, administration fees, immobilization, penalties and any other items expressly provided for in the Agreement.

If the total amount owed is less than the deposit, the Lessor shall apply only the part necessary and shall refund or release the remaining balance. If the total amount owed exceeds the deposit, the Lessor may apply the whole of the deposit to the amount owed and charge or claim only the outstanding difference. The application of the deposit or of additional charges does not imply double charging or limit the Lessee’s right to request clarification or to submit a complaint.

Making these charges shall not require a new authorization or prior notice to the Lessee. At the Lessee’s request, the Lessor shall provide the breakdown and available documentation. That information shall be sent to the email address or other contact channel provided by the Lessee.

3. Booking, duration, required documentation, delivery, return and extension

The duration of the agreement, the offices and the pick-up and return times are those stated in the Particular Conditions. Each day of rental equals a period of 24 hours from the day and time stated in the booking.

The Lessee must appear in person for pick-up and provide the mandatory documentation required by the company: a valid identity document, an original driving license valid in Spain for the rented vehicle, the booking confirmation, a means of payment, a credit card (except in exceptional cases) for the deposit, and any other documentation the company requests in order to complete the rental.

The Lessor may refuse delivery if the Lessee does not appear within the grace period provided for in section 6 of Annex I. In such cases, **the Lessee shall not be entitled to a refund of the amount paid for the booking**. The Lessor may also refuse delivery if the Lessee does not provide the required documentation, a valid license or a valid card; does not meet the age or license-seniority requirements; the card is declined or does not allow the deposit to be provided; the required corporate authorization is missing; the Lessee does not accept the contractual documents; or the Lessee's identity, entitlement to drive or payment requirements cannot reasonably be verified. In such cases, the cancellation policy set out in Annex I shall apply.

Before leaving the premises, the Lessee shall inspect the vehicle, its mileage, fuel or charge, accessories, components, the damage recorded in the Vehicle Condition Report that will be sent to the Lessee by email, and all of its documentation. The Lessee must report any discrepancy immediately and, at the latest, within 15 minutes of delivery. The Lessor shall verify the matter, where appropriate, and shall send an updated record.

On return, the Lessee shall hand over the vehicle, keys, accessories and documentation at the agreed office, date and time, in the same condition as they were received, save for ordinary wear and tear arising from diligent use. The vehicle shall be returned at the agreed office, date and time, unless the Lessor gives different written instructions. Returns outside opening hours require prior authorization and shall comply with those instructions.

Early return does not in itself give rise to a right to a refund, unless the Particular Conditions or the applicable regulations provide otherwise. Late return, after the grace period, shall give rise to the price and, where applicable, the charges provided for in Annex I, without prejudice to damage actually proven.

Any extension requires the Lessor's prior written authorization, subject to availability, and, where applicable, payment for the additional period and, if appropriate, an update of the deposit.

The request for an extension must be made, except in an urgent case accepted by the Lessor, at least 24 hours before the end of the term of the agreement, always in writing sent to the company's email address, and shall be subject to the Lessor's acceptance and to actual payment for the extended period, which shall be invoiced at the rate applicable at the time of its authorization.

Where the rental is contracted for a specific date or period of performance, the right of withdrawal under consumer regulations shall not apply to vehicle rental, in the terms provided for therein. Cancellation shall be governed by the Particular Conditions and Annex I.

The Lessee shall keep the agreement and the applicable mandatory documentation, in physical or electronic form, during the rental.

4. Insurance, packages and liability for damage

All vehicles have the compulsory third-party liability insurance required by the applicable regulations.

The **Basic, Comfort, Select and Plus** packages are commercial rental options and do not constitute insurance contracts. Their content, deposit, excess, liability limitations, exclusions and included services shall be determined in accordance with the Particular Conditions and Annexes I and III.

Where the contracted package applies, the Lessee's financial liability for the damage included shall be limited on the terms and up to the amount corresponding to that package.

The limitation of liability of the reduced excess SHALL NOT APPLY, and the Lessee shall be liable for all damage, costs and losses duly proven, where the damage or incident arises, directly or indirectly, from any of the following circumstances, or is aggravated by them:

a) willful misconduct, intentional acts or fraudulent conduct;

b) negligent or reckless driving, or driving without the attention, care or diligence required;

c) driving in breach of traffic or road-safety rules where that breach has contributed to the accident, the damage or the aggravation of its consequences;

d) driving under the influence of alcohol, drugs, narcotic substances or medication that affects the ability to drive;

e) driving by a person other than the drivers expressly authorized in the agreement;

f) use of the vehicle outside the authorized territory, or its transport by non-permitted means, without the Lessor's prior written authorization;

g) repair, modification, dismantling or interference with the vehicle without the Lessor's prior written authorization;

h) incorrect refueling, or use of fuel, AdBlue, charging systems or components incompatible with the vehicle;

i) continuing to drive while ignoring safety, breakdown, pressure, temperature, oil, engine, battery, AdBlue or other warnings that reasonably advise stopping the vehicle;

j) breach of the obligations of custody, upkeep or protection of the vehicle where such breach causes or aggravates the damage;

k) failure to report the accident, incident, theft, damage or occurrence within the established time limit;

l) failure to complete the joint accident report (*parte amistoso*), police complaint (*denuncia*), police report (*atestado*) or other required documentation where applicable;

m) failure to request police intervention where responsibility for the incident cannot be clearly determined, there are conflicting versions, any of those involved denies or does not acknowledge responsibility, refuses to sign the joint accident report or it is not sufficiently clear, or there is no agreement between the parties on the circumstances of the accident, save where it is justifiably impossible to obtain such intervention;

n) failure to provide photographs of the vehicles involved, details of third parties, witnesses, insurers, a description of the facts, place and date, or any other information reasonably necessary to determine the circumstances of the incident;

o) provision of false, contradictory, incomplete or manifestly insufficient information that prevents the circumstances, cause or responsibility for the incident from being reasonably determined;

p) any of the other cases expressly excluded in this Agreement;

q) any breach of the conditions of this agreement.

In cases of damage with no identified third party, inability to determine responsibility for an incident, disagreement between the parties involved as to the facts, theft, vandalism, fire, and any other circumstance of seriousness, the Lessee must act with due diligence, **request police intervention** and take the reasonable measures necessary to avoid or reduce the damage. The Lessee must report what has happened to the Lessor without delay and, in any event, within a maximum period of **24 hours**. The Lessee must provide all information and documentation available. In these cases, save where

impossibility is justified and duly proven, **failure to request police intervention shall constitute a breach of contract** that shall nullify the agreed excess or any other limitation of liability deriving from the contracted package, the Lessee being liable for all damage, costs and losses arising from the incident that are duly proven.

Before nullifying the benefits, reductions or limitations of liability of the package on grounds of insufficient documentation, the Lessor shall give the Lessee the opportunity to provide such explanations, documentation or evidence as the Lessee considers appropriate within the period indicated to the Lessee.

Minor courtesy damage (*daños de cortesía*) limited to the exterior bodywork and less than 1 cm in diameter shall not be charged, unless it is multiple, significant, extremely visible, affects the operation of the vehicle or requires repair. Damage to glass, tires, wheels/rims, locks, headlights, mirrors, underbody, roof, interior, upholstery, accessories or mechanical or electrical components shall not be considered courtesy damage.

Damage, costs and losses shall be proven by photographs, records, quotations, invoices, technical or expert reports and any other reasonable means of proof. Where immobilization, loss of use or loss of profit (*lucro cesante*) is claimed, its amount shall be determined by reference to the period actually proven, the category of the vehicle, the applicable rate, commercial availability and supporting documentation.

5. Use of the vehicle and authorized drivers

Only the Main Driver and a maximum of three additional drivers expressly included in the Particular Conditions may drive the vehicle. All of them must meet the applicable requirements as to age, license seniority and documentation. The general minimum age is 21 years and, as a general rule, one year of license seniority is required, without prejudice to category-specific restrictions. For the rental of vehicles in the *Luxury* or *Luxury Elite* category, a minimum age of 26 years and one year of driving license seniority shall be required.

Driving by an unauthorised person constitutes a serious breach. Without prejudice to the other contractual consequences, the Lessor may pass on the price applicable to an undeclared additional driver and an administration fee of €45, where applicable and documented.

The vehicle shall be used within mainland Spain (*Península española*) and Gibraltar, unless otherwise authorized in writing. Accordingly, **Portugal, Andorra, France, the Balearic Islands, the Canary Islands, Ceuta and Melilla are excluded**. The vehicle may not leave the authorized territory or be transported by ferry, boat, train, platform or trailer without prior authorization.

The following are prohibited, among other things: subletting or assigning the vehicle; using it for races, tests, unlawful activities or the carriage of dangerous goods; driving under the influence of alcohol, drugs or substances that affect driving; exceeding the authorized load or number of passengers; repairing or altering the vehicle without authorization; and tampering with the odometer, GPS or safety systems.

Passenger cars are intended for private or tourist use, unless expressly authorized. In any event, use as a taxi, VTC (private-hire vehicle with driver), for delivery, courier services, paid transport, car sharing or any equivalent activity is not permitted without written authorization.

Vans may be used for ordinary professional purposes compatible with their characteristics and the applicable regulations. Otherwise, the Lessor's express authorization shall be required.

The Lessee shall immediately report any warning regarding maintenance, tyres, oil, brakes, engine, battery, AdBlue, temperature, pressure or technical fault. The Lessee must present the vehicle at the office, workshop or place indicated for inspection, maintenance, servicing, replacement or checking. The Lessee may not carry out repairs, modifications or interventions without written authorization.

6. Mileage, fuel, assistance, replacement vehicle and accessories

The included mileage and the price per additional kilometer are stated in the Particular Conditions and in Annex I. Mileage shall be calculated from the difference between the delivery and return records. Fuel, AdBlue or charge shall be returned at the same level recorded in the Particular Conditions, unless otherwise agreed. The Lessor may pass on the cost of replenishment and the administration fee expressly provided for in Annex I, section 5.

The Lessee shall use exclusively fuel, AdBlue and charging systems compatible with the vehicle. The Lessee must immediately report relevant technical warnings and not continue driving where it is unsafe to do so. Otherwise, the Lessee shall be liable for the damage caused without application of the corresponding excess, and the additional surcharges established in this Agreement may be applied.

Assistance (*asistencia*) may be provided directly or through external providers. Under Basic, it shall have a minimum cost of €45 per request, plus any travel, towing, recovery, key, repair or special intervention costs that apply.

Under Comfort, Select and Plus, ordinary assistance is included within the province of pick-up if the incident is not attributable to the Lessee. Outside it, and for special services, long-distance journeys, transfer to a specific office, recovery or extraordinary costs, additional proven charges may apply.

Assistance arising from punctures, lost, forgotten or locked-in keys, a battery discharged through an act attributable to the Lessee, or driving with ignored safety or pressure warnings is not included. Even if a puncture may be included as damage in the package, the assistance call-out to attend to it may be invoiced separately.

A replacement vehicle may be provided, where appropriate, depending on the contracted package, the cause of the incident, the territory and availability, in which case it must be collected at the Lessor's offices. **There is no automatic right to a replacement vehicle if the incident is attributable to the Lessee.** The Lessor may offer a replacement vehicle only if the incident is not attributable to the Lessee, the vehicle cannot continue to be driven for technical and/or mechanical reasons, the Lessee has complied with the agreement, availability exists and the replacement has been authorized. Replacement does not guarantee a specific model, make or category.

Extras and accessories must be expressly requested by the Lessee and recorded in the Particular Conditions; their loss, non-return or damage shall be settled at the proven reasonable replacement or repair cost, as set out in Annex IV.

7. Fines, tolls, recovery and effects of breach

The Lessee shall be liable for fines, tolls, parking charges, fees and recovery costs arising from events attributable to the Lessee's use of the vehicle during the rental, even if they become known to the Lessor after the end of the agreement, at which point the corresponding charge shall be made. The Lessor may identify the driver to the authorities and entitled bodies and pass on the principal amount together with the administration fee provided for in Annex I, section 5, where applicable and proven.

Breach of this Agreement — including failure to return the vehicle, unauthorized driving, non-permitted exit from the territory, tampering with the vehicle's systems, non-payment, abandonment or prohibited use — **shall entitle the Lessor to require the immediate return of the vehicle and to terminate the agreement if the breach is not remedied, where remedy is possible.** In the event of serious risk, theft, misappropriation or non-return, the Lessor may take the lawful and proportionate legal measures necessary to locate and recover the vehicle.

Early termination for breach shall not in itself give rise to a right to a refund of the amounts corresponding to the period actually enjoyed, nor of the contractually enforceable and duly proven costs, damage, charges or losses; the remaining balance shall be settled, where applicable.

7.1. Action protocol in the event of improper use, breach or risk of non-return

When the Lessor detects, or has reasonable indications of, a breach by the Lessee, it may carry out the necessary checks and notify the Lessee of the incident in writing, by WhatsApp, email or another enabled channel. The notice shall state, where possible, the breach identified, the measures required to regularise the situation and, where applicable, the place, date and time for returning the vehicle.

In the event of a serious breach capable of being remedied, such as leaving the permitted territory without authorization, the Lessee shall have **a maximum period of 1 hour from the sending of the notice to respond and effectively begin the measures** indicated by the Lessor to remedy the breach. The situation must be regularized within a maximum of 3 hours or, where this is materially impossible because of the vehicle's location or other justified circumstances, the actions necessary to regularize it must have been begun and effectively and uninterruptedly maintained in accordance with the Lessor's instructions.

If the Lessee does not respond within the 1-hour period, does not begin the measures required, unjustifiably interrupts their performance or does not regularize the situation within the period indicated where this is possible, the Lessor may terminate the agreement and take the necessary and proportionate measures for the protection, location, immobilization and recovery of the vehicle.

In situations of urgency or serious risk, including risk to safety, well-founded suspicion of theft, misappropriation, fraud, abandonment, concealment of the vehicle, tampering with or disconnection of tracking systems, express refusal to return it or serious risk of loss, the **Lessor may act immediately**, without having to wait for the foregoing periods, taking the measures necessary to protect and recover the vehicle.

Such measures may include, where technically and legally appropriate, the use of GPS, telematics or connected-vehicle systems in accordance with Annex II; remote blocking or immobilization of the vehicle; requesting assistance, towing or the intervention of authorized providers; its location and recovery; notification to the competent authorities; and, where appropriate, the filing of a police complaint or the bringing of judicial or out-of-court action.

In other breaches that are initially remediable, such as failure to return the vehicle once the grace period has elapsed, or where the Lessor has terminated the agreement on other grounds and required its return, the Lessee shall have a **maximum period of 6 hours from the notice** to return the vehicle or regularize the situation in accordance with the instructions received.

If, after that period, the Lessee has not regularized the situation, returned the vehicle or effectively begun the actions expressly indicated by the Lessor, the latter may **terminate the agreement**, if it has not

already done so, and take the measures of protection, immobilization, location and recovery provided for in this section.

Where the vehicle has a technical remote immobilization or limitation function, the Lessor may use it where technically possible, legally appropriate and necessary to protect the vehicle or facilitate its recovery, in accordance with Annex II. The measure shall be applied safely and proportionately, never while the vehicle is in motion nor where it may create a risk to persons, third parties or road safety. Whenever circumstances permit, the Lessor shall inform the Lessee in advance of the measure and of the instructions for return.

The Lessee shall remain responsible for the custody of the vehicle, its location, keys, documentation, mileage, fuel or charge, damage, penalties and other contractual obligations until the Lessor has effectively received or recovered the vehicle. The duly proven costs of location, assistance, towing, recovery, parking, transfer and administration arising from a breach attributable to the Lessee shall be borne by the Lessee and may be settled in accordance with this Agreement.

8. Liability of the Lessor

The Lessor shall deliver the vehicle **in a condition fit for ordinary use**, subject to the remarks documented in the Vehicle Condition Report, and shall comply with the obligations that legally fall to it.

It shall not be liable for the loss of or damage to items not removed from the vehicle, unless directly attributable to its own conduct. The limitations of liability provided for in this agreement do not exclude or restrict the Lessee’s mandatory rights or the liability that the Lessor bears by law.

9. Data protection and communications

The Lessor shall process the personal data necessary to perform the rental, manage payments, damage, incidents, assistance, fines and claims, and to comply with legal obligations and legitimately protect the fleet. Full information is set out in Annex II (Privacy, GPS and connected vehicles information).

Where the vehicle has GPS, telematics or connectivity systems, the data shall be used only for the purposes notified and with the safeguards indicated in Annex II. Any remote blocking or immobilization shall be carried out, if technically possible and legally appropriate, in a safe and proportionate manner.

Communications relating to the agreement may be made by email, SMS [or] telephone provided by the Lessee. The Lessee must keep this information up to date.

10. General provisions, governing law and signature

Amendments to the rental shall be valid only if recorded in writing or confirmed by an electronic means that allows their acceptance to be proven. If any provision is void or unenforceable, the remainder of the agreement shall remain in force to the extent permitted by law.

For any dispute arising from this agreement, the courts and tribunals having jurisdiction under the applicable rules on territorial jurisdiction shall be competent.

Handwritten or electronic signature, digital acceptance and collection of the vehicle evidence acceptance of the contractual documents made available to the Lessee before formalization.

Place and date:

For the Lessor:

The Lessee / Main Driver:

ANNEX I. RATES, PACKAGES, DEPOSITS AND MILEAGE

1. Deposits by category and package

The deposit is the amount stated in the Particular Conditions that the Lessee provides, or that is temporarily blocked on the Lessee's means of payment at the start of the rental, to secure the amounts the Lessee may owe under the agreement. **It is not the rental price, nor an advance payment of damage, nor the maximum limit of the Lessee's liability.** Once the vehicle has been returned and outstanding obligations have been checked, the Lessor shall refund the amount provided or request the release of the amount held, deducting only the amounts due that are supported by documentation. **It is a guarantee of performance of the agreement.**

Category	**Basic**	**Comfort / Plus**	**Select**
Economy (*Económico*)	€1,150	€575	€250
Premium	€1,750	€875	€450
Luxury	€4,500	€2,250	€1,500
Luxury Elite	€6,500	€3,250	Not available
Small or medium van	€1,150	€575	Not available

Category	Basic	Comfort / Plus	Select
Large van	€1,350	€675	Not available
Medium refrigerated van or van with platform	€1,500	€750	Not available

2. Excess by category

The excess is the **maximum amount, stated in the Particular Conditions, that the Lessee is required to bear for damage in an incident covered by the contracted package**. If the cost of the covered damage is less than the excess, the Lessee shall bear only that lower cost; if it is more, the Lessee shall bear at most the amount of the excess for that covered incident. **The excess is not a deposit**, nor does it limit liability for damage, costs or breaches excluded from the package or from the agreement.

Category	Basic / Comfort	Select	Plus
Economy car	€3,000	€0 for included and documented damage	Limited to the applicable Plus deposit
Premium car	€4,500	€0 for included and documented damage	Limited to the applicable Plus deposit
Luxury car	€6,000	€0 for included and documented damage	Limited to the applicable Plus deposit
Luxury Elite car	€10,000	Not available	Limited to the applicable Plus deposit
Small or medium van	€3,000	Not available	According to the Particular Conditions
Large van	€3,500	Not available	According to the Particular Conditions
Medium refrigerated van or van with platform	€4,000	Not available	According to the Particular Conditions

The reduced or €0 excess does not constitute full cover. The following remain excluded, among others, as provided for in Annex III: damage not included, gross negligence, willful misconduct, improper use,

unauthorized driver, unauthorized exit from the territory, unauthorized repair, tampering with the vehicle or an insufficiently documented incident.

3. Packages and cancellation of the booking

BASIC: In the event of cancellation of a booking contracted with the Basic package, a penalty equivalent to 30% of the total booking price, plus €50 as administration fees, shall apply. The Basic package includes the deposit and standard excess corresponding to the vehicle category and does not include roadside assistance.

COMFORT: Bookings contracted with the Comfort package may be cancelled without penalty where the cancellation is notified more than 48 hours before the scheduled vehicle pick-up time. Where cancellation takes place within the 48 hours before pick-up, a penalty equivalent to 30% of the total booking price, plus €50 as administration fees, shall apply. The Comfort package has a reduced deposit and limits the Lessee's liability for included damage to the amount of the applicable deposit, in accordance with this agreement.

SELECT: Bookings contracted with the Select package may be cancelled without penalty where the cancellation is notified more than 48 hours before the scheduled vehicle pick-up time. Where cancellation takes place within the 48 hours before pick-up, a penalty equivalent to 30% of the total booking price, plus €50 as administration fees, shall apply. The Select package shall be available only for the categories provided for in the agreement and shall carry a €0 excess in respect of included and duly documented damage, provided that no contractual exclusion applies.

PLUS: Bookings contracted with the Plus package may be cancelled without penalty where the cancellation is notified more than 48 hours before the scheduled vehicle pick-up time. Where cancellation takes place within the 48 hours before pick-up, a penalty equivalent to 30% of the total booking price, plus €50 as administration fees, shall apply. The Plus package shall be available for long-term rentals or in cases expressly accepted by the Lessor and, unless specially agreed, shall have conditions equivalent to the Comfort package.

Bookings made less than 48 hours before the scheduled pick-up time may not be cancelled or modified without penalty, unless previously agreed in writing by the Lessor. The penalties provided for in this section apply without prejudice to rights that are mandatory under the applicable regulations.

4. Included mileage

Vehicle / package	1–12 days	13–30 days	From 31 days	Additional km
Economy car **Basic**	200 km/day	2,400 km/contract	80 km/day	€0.30
Premium car **Basic**	150 km/day	1,800 km/contract	60 km/day	€0.50
Luxury / Luxury Elite car **Basic**	150 km/day	1,800 km/contract	60 km/day	€1.50 / €2.50
Economy car **Comfort**	300 km/day	3,600 km/contract	120 km/day	€0.30
Premium car **Comfort**	250 km/day	3,000 km/contract	100 km/day	€0.50
Luxury / Luxury Elite car **Comfort**	250 km/day	3,000 km/contract	100 km/day	€1.50 / €2.50
Car **Select** (economy, premium or Luxury)	Unlimited	Unlimited	120 / 100 / 100 km/day	€0.30 / €0.50 / €1.50
Van **Basic**	200 km/day	2,400 km/contract	80 km/day	€0.25
Van **Comfort**	400 km/day	4,800 km/contract	160 km/day	€0.25

For Plus rentals of 60 days or more, the ordinary mileage shall be: economy, 3,600 km/month; premium, Luxury and Luxury Elite, 3,000 km/month. Unused mileage shall not accumulate, unless specially agreed.

In long-term Plus rentals of vans, the mileage shall be that stated in the Particular Conditions and, failing specific agreement, that corresponding to Comfort.

5. Other charges and supplements

Where applicable, the following charges and supplements shall apply:

- Refueling administration: **€19** plus the missing fuel.
- Assistance not included: from **€45** per request, plus the costs actually incurred.
- Damage administration: **€45**.
- Administrative handling, fines or tolls: **€45** per file.
- Anti-smoking cleaning: **€100**.

- Extraordinary cleaning or cleaning due to animals: **€150**, without prejudice to the proven cost of specialist cleaning.
- Authorized out-of-hours return: **€19**.
- Late return after the grace period: price of one additional day plus **€50** for the delay.
- Abandonment of the vehicle: **€100** plus proven recovery costs.
- Unauthorized exit from the permitted territory: **€390**, without prejudice to proven damage and costs.
- One Way Málaga–Marbella: **€60**.
- One Way Alicante–Málaga: **€330**.
- One Way Alicante–Marbella: **€390**.

Amounts for keys, accessories, documentation or vehicle components shall be determined by their proven actual replacement or repair cost. Accessories, young driver and additional drivers shall be invoiced at the price stated in the booking, in the Particular Conditions, the General Conditions or the Annexes.

6. Grace periods

- **Pick-up:** 120 minutes for fully or partially prepaid bookings; 60 minutes where payment is made at the office.
- **Return:** 120 minutes for fully or partially prepaid bookings; 60 minutes where payment is made at the office, within opening hours.

ANNEX II. PRIVACY, GPS AND CONNECTED VEHICLES INFORMATION

Controller: SOLO MARBELLA, S.L., Tax ID (NIF) B-93089928, Nave 76, Polígono Industrial La Campana, Marbella (Málaga), postcode 29660. Contact: support@sologroup.net.

1. Data processed and purposes

Depending on the vehicle and the systems installed, the following may be processed: location data, routes and areas of circulation, mileage, speed, fuel, battery or charge, technical condition, maintenance warnings, safety sensors, openings, closings, locking, impacts, data on use after the return date and any other data necessary to protect, maintain, repair, locate or recover the vehicle.

The data shall be processed to manage the rental; verify the contracted use, permitted territory, mileage and return; manage assistance, maintenance and incidents; prevent and investigate theft, fraud, misappropriation, abandonment, damage and incidents; deal with fines, tolls, claims and legal obligations; and defend the Lessor’s rights.

The legal basis shall be, as applicable, performance of the contract, compliance with legal obligations, the Lessor's legitimate interest in protecting and managing the fleet and, where necessary, the data subject's consent.

2. Location, blocking and recovery

Where required, technically possible and legally appropriate, the Lessor may use location, usage-limitation, blocking, immobilization or remote recovery systems in cases of theft, non-return, abandonment, unauthorized exit from the territory, fraud, tampering or serious risk to the fleet. These measures shall be taken proportionately and safely, avoiding the creation of risks for persons, third parties, traffic or the vehicle.

3. Recipients and retention

Data may be disclosed, where necessary, to GPS and telematics providers; assistance, towing, workshop, car-park and technical service providers; insurers, loss adjusters and claims managers; payment institutions; authorities and public administrations; and advisers, lawyers, administrators or legitimately entitled third parties for the management of damage, collections, fines, tolls, claims or recovery.

Data shall be retained for the duration of the contractual relationship and for the periods necessary to deal with payments, refunds, incidents, claims, legal defense, fraud prevention and legal obligations. If there is an investigation or proceeding, they may be retained for the duration of its processing and for the applicable limitation periods.

4. Multimedia systems and rights

The use of navigation, Bluetooth, Apple CarPlay, Android Auto, calls, contacts, destinations, profiles or connected devices may store information in the vehicle or in the manufacturer's systems. The Lessee must disconnect their devices and delete profiles, destinations, contacts and phones before return. The Lessor may reset the vehicle's systems within its operational processes, but does not guarantee deletion of data hosted in personal accounts, manufacturer systems or third-party services.

Except where express prior notice is given, the Lessor does not use the vehicle's cameras or microphones to record images, audio or conversations of the Lessee, drivers or passengers.

Data subjects may exercise their rights of access, rectification, erasure, objection, restriction and portability, where applicable, by writing to **support@sologroup.net** or to the Lessor's registered address. They may lodge a complaint with the competent supervisory authority.

ANNEX III. COVER, EXCLUSIONS AND ASSISTANCE

1. Scope of the packages

Item	Basic	Comfort	Select	Plus
Compulsory third-party liability	Yes	Yes	Yes	Yes
Theft and fire	Yes, with excess applied	Yes, with excess applied	Yes	Yes
Excess	According to the vehicle contracted, per Annex I	According to the vehicle contracted, per Annex I	€0 for included and documented damage	Reduced up to the applicable deposit, unless specially agreed
Tire puncture	Not included	Included as damage, subject to conditions	Included as damage, subject to conditions	Included as damage, subject to conditions
Roadside assistance	Not included	Included within the province of pick-up	Included within the province of pick-up	Included within the province of pick-up
Towing of up to 50 km	Not included	Included within the assistance limits	Included within the assistance limits	Included within the assistance limits
Bodywork, glass, mirrors, headlights and damage administration	Not included	Limited to the applicable deposit	Yes	Limited to the applicable deposit

Limited *means that the Lessee's liability for the included damage is limited to the reduced deposit applicable to the package, provided that the damage is documented, the package is recorded as contracted and no exclusion applies.*

Taking out a package does not turn the contractual relationship into insurance for the Lessee's benefit or entail a general exemption from liability.

2. Common exclusions

Unless expressly provided otherwise in the Particular Conditions, the packages do not cover: damage to the underbody, roof, interior, upholstery, rims, locks, keys, accessories or documentation; incorrect fuel or charge; special cleaning; damage caused by smoking, vaping or animals; fines, tolls, parking and administration fees; or loss of use, loss of profit, recovery or immobilization costs.

Nor shall the benefits of the package apply where there is willful misconduct, gross negligence, driving under the influence of alcohol or drugs, an unauthorized driver, unauthorized exit from the territory, subletting, prohibited use, unauthorized repair, tampering with systems, an incident not reported or insufficiently documented, or any essential breach of the agreement.

ANNEX IV. RATES FOR EXTRAS, ACCESSORIES AND REPLACEMENTS

1. Extras and supplements

Item	Rate
Baby seat, 0 to 15 kg	€6/day; maximum €120 per rental or month
Child seat, 15 to 36 kg	€6/day; maximum €120 per rental or month
Booster seat, 15 to 36 kg	€6/day; maximum €120 per rental or month
GPS	€6/day; maximum €120 per rental or month
Guaranteed model, Economy category	€45 per booking
Guaranteed model, Premium category	€90 per booking
Guaranteed model, Luxury category	€145 per booking
Guaranteed model, Luxury Elite category	€290 per booking
Young driver, economy and eligible vans	€18/day; maximum €270 per rental or month

Item	Rate
Young driver: Premium	€38/day; maximum €570 per rental or month
Additional driver	€9/day; maximum €180 per rental or month

Extras are subject to availability and must appear in the Particular Conditions. The Lessee shall check the condition and correct use of the accessories; the Lessor assumes no installation obligations other than those imposed by the applicable regulations.

A young driver is a driver aged between 21 and 25 inclusive. Vehicles shall not be rented to drivers under 21 years of age.

2. Cleaning and use of the interior

Smoking or vaping in the vehicle, and the carriage of animals, are prohibited. The rates indicated in Annex I shall apply, without prejudice to the proven cost of specialist cleaning, deodorization, disinfection, repair or immobilization where necessary.

3. Replacement of items

Item	Indicative amount
Vehicle key	€300 to €1,500
Emergency triangle	€10
V16 beacon	€50
High-visibility vest	€20
Floor mats	€50 to €400
Antenna	€10 to €200
Vehicle documentation	€10
GPS	€100
Baby seat	€150 to €500
Child seat	€100 to €200
Booster seat	€20 to €50

Item	Indicative amount
Boot cover	€100 to €500
Puncture repair kit	€50
Spare wheel	€100 to €500

The amounts are indicative. The proven actual cost shall apply where it varies by model, coding, urgency, labor, transport, taxes or availability of spare parts.

ANNEX V. OPERATING PROCEDURES, OFFICES AND CATEGORIES

1. Offices

- Málaga: Av. del Comandante García Morato 50, Málaga, postcode 29004
- Vans, Málaga: Carril Cruzcampo 74, Churriana, Málaga, postcode 29004
- Alicante: El Altet, Polígono 2, no. 83, Alicante, postcode 03195
- Marbella: Nave 76, Polígono Industrial La Campana, Marbella, Málaga, postcode 29660

The specific office and the applicable instructions shall be stated in the Particular Conditions, the booking or the Lessor's written communication.

2. Categories and groups

Category	Groups included
Economy (*Económico*)	A, AK, AO, AX, BB, BF, BI, BN, BO, BP, BQ, BX, CA, CB, CC, CD, CE, CF, CG, CI, CK, CM, CN, CP, CQ, CZ, D, DF, N, W
Premium	AB, AC, AD, AE, AF, AJ, AT, B, BA, BT, BU, BV, BW, BY, CR, CU, CV, CX, DD, DE, G, J, K, L, M, P, Q, T, U, V, X, Y, Z
Luxury	AL, AM, AQ, AR, AS, AU, BC, BK, BL, BR, CS, CY, DA, DB
Luxury Elite	AI, AV, BD, BE, BM, CT
Small vans	PA, PB

Category	Groups included
Medium vans	MA, MB, MC, MD, ME, M3, MF, P1, M1, M2
Medium refrigerated vans	MBF, MDF, MEF
Large vans	GA, GB, GC, GD, GE, GF, G2
Vans with platform	EA

The Lessor may update this list before contracting, and the Particular Conditions may specify the group assigned. For the rental of vehicles in the *Luxury* and *Luxury Elite* categories, age restrictions shall apply as set out in the General Conditions, section 5.

3. Pick-up

The Main Driver must appear in person and provide the documentation required under section 3 of the General Conditions.

Provisional, learner, expired, suspended or altered licenses, and licenses that do not allow the driver's identity and entitlement to drive to be reasonably verified, shall not be accepted. The Lessor may request additional documentation reasonably necessary to verify the booking, payment, address, trip or corporate authorization.

Where a company card is used, a written authorization must be presented stating the company's identity and tax details, address, the identity and position of the authorizing person, the driver's identification, license number, signature or stamp, and express authorization of the rental, the deposit and the resulting charges. Otherwise, the agreement shall not be formalized and the applicable cancellation policies shall apply.

Before leaving the premises, the Lessee shall check the condition of the vehicle and other conditions (mileage, damage, etc.) in accordance with section 3 of the General Conditions. In the event of any discrepancy with the Vehicle Condition Report sent, the Lessee must report it immediately. The Lessor shall verify the matter, where appropriate, and shall send an updated record.

4. Out-of-hours return

Out-of-hours return requires prior written authorization or instructions. The Lessee must park exclusively in the authorized place; lock the vehicle properly; remove personal belongings; deposit the keys in the designated box or system; and, when requested, send photographs of the interior, exterior, location, mileage and fuel or charge level, and confirm the return in writing.

In these returns, effective receipt takes place when the Lessor locates the vehicle, recovers the keys, is able to access it and carries out a first inspection. The inspection shall be carried out, as far as possible, within the following 24 hours, except for operational reasons, public holidays, force majeure or other reasonable circumstances. Damage, missing items or incidents shall be communicated through the contact channel provided.

In these cases, additional charges shall apply in accordance with section 5 of Annex I.

5. Customer service, complaints and force majeure

Queries, incidents and complaints shall be addressed to **support@sologroup.net**, stating the contract number, vehicle, dates, facts, photographs, supporting documents and other relevant documentation. Unless a different mandatory period applies, the Lessee may submit complaints within 30 calendar days of becoming aware of the event, charge or incident; the Lessor shall respond within a maximum of 30 days from receipt of the complete complaint, or any shorter period that legally applies.

The Lessor shall make official complaint forms (*hojas oficiales de reclamaciones*) available where legally required. It has not adhered to a consumer arbitration system (*arbitraje de consumo*) or to any other alternative dispute resolution (ADR) body, without prejudice to the consumer's right to use the mechanisms legally available.

The Lessor shall not be liable for delays or impossibility of performance caused by force majeure or circumstances beyond its reasonable control — including natural phenomena, public restrictions, transport closures, strikes, widespread supplier failures, cyber-attacks or extraordinary fleet unavailability. In such cases it may reasonably reorganize performance, offer an alternative vehicle subject to availability, or change the place, date or time, in compliance with the applicable regulations.

Where there are language versions, the Spanish version shall prevail, unless expressly agreed otherwise in writing.

ANNEX VI. B2B AND LONG-TERM RENTAL CONDITIONS

1. B2B application

This annex shall apply when the Lessee is a company, self-employed person (*autónomo*), professional, agency, entity or person contracting within the scope of their professional or business activity. In that case, a Main Driver must be identified who meets the general requirements as to documentation, age, license, card and contractual acceptance.

The B2B Lessee shall be liable to the Lessor for the acts, omissions, damage, penalties, tolls, charges and breaches caused by its directors, employees, collaborators, representatives, customers, subcontractors, drivers or persons to whom it permits or facilitates use of the vehicle. It must provide, when required, the data necessary to identify the driver responsible for an infringement or incident.

B2B use does not make permitted a use that is prohibited for passenger cars. Vans may be used for the carriage of lawful goods, loading, unloading, removals and ordinary activities compatible with the vehicle, its technical limits and the applicable regulations.

Where a company pays, accepts or guarantees the agreement, the signatory declares that they have sufficient authority. The use of a corporate account, card or means of payment does not replace identification of the Main Driver or limit the liability of the company or of the drivers listed in the Particular Conditions.

The B2B Lessee, the Main Driver and, where applicable, the additional drivers shall be jointly and severally liable to the Lessor for the obligations respectively attributable to them under the agreement.

In B2B relationships, overdue amounts shall bear default interest at the rate legally applicable to commercial transactions and, where applicable, the collection costs recognized by the applicable regulations.

2. Long-term rentals

These conditions shall apply exclusively where the rental is initially contracted for 60 days or more and its acceptance is expressly recorded. The accumulation of extensions of an ordinary rental does not in itself turn the agreement into a long-term one.

The maximum duration per agreement and vehicle unit shall be 89 days, unless otherwise agreed in writing. Once that limit is reached, a new agreement must be formalized, subject to availability, inspection of the vehicle, payment and acceptance of the conditions in force.

Basic and Plus shall be available for long-term rentals, unless the Particular Conditions provide otherwise. The Lessor may require advance payment of the entire period or of the first month together with the deposit, followed by monthly instalments paid in advance. The deposit shall remain in force throughout the agreement and shall not be applied to payment of monthly instalments or other amounts without written acceptance.

If the deposit guarantee or pre-authorization ceases to be available, the Lessee shall immediately provide a valid replacement means of payment. Failure to pay a monthly instalment, deposit, excess, extension or

overdue charge shall allow the Lessor to suspend benefits, refuse the extension or apply the appropriate contractual and legal measures.

The monthly mileage shall be that set in the Particular Conditions or Annex I and shall not be cumulative, transferable or offsetable unless agreed in writing. Any extension must be requested in writing at least 48 hours before the end of the term and is subject to acceptance, availability, prior payment and, where required, inspection of the vehicle.

The Lessee shall immediately report any warning regarding maintenance, tires, oil, brakes, engine, battery, AdBlue, temperature, pressure or technical fault. The Lessee must present the vehicle at the office, workshop or place indicated for inspection, maintenance, servicing, replacement or checking. The Lessee may not carry out repairs, modifications or interventions without written authorization.

The Lessor may replace the vehicle for reasons of maintenance, servicing, safety, breakdown, damage, rotation or reasonable fleet management, with a vehicle of an equivalent, similar or alternative available category. Early return shall not give rise to an automatic right to a refund, recalculation or compensation; monthly instalments or periods already begun shall not be refundable, without prejudice to mandatory regulations.

ANNEX VII. DELIVERY OF DOCUMENTS BY CHANNEL AND OPERATIONAL CONTROL

1. Applicable contractual documentation

The agreement is made up exclusively of the documents expressly identified in the Particular Conditions, the General Conditions and the Annexes and made available to the Lessee before contracting or, where applicable, before delivery of the vehicle. No email, voucher, purchase order, commercial communication or third-party document shall amend the agreement except by the Lessor’s express written acceptance.

The Lessor shall provide, on paper or on a durable electronic medium, the Particular Conditions, the General Conditions and the Annexes applicable to the rental. The Lessee shall also receive, by email, the Vehicle Condition Report, or Certificate of Vehicle Condition (*Certificado de estado del vehículo*), at the time of delivery and, where they exist, photographs or a reference to pre-existing damage. Likewise, the vehicle shall contain a Joint Accident Report form (*Declaración amistosa de accidente*).

Electronic acceptance shall be valid where it makes it possible to prove that the Lessee had prior access to the applicable documentation and accepted it. The Lessor shall keep evidence of the delivery, acceptance and applicable document version for each rental.