SCOOTER RENTAL CONTRACT

The company Ride Ready by Esposito Carmen, with registered office in Viale degli Aranci 168/170 80067 Sorrento (NA), P. Iva 10406511211 grants for hire to Mr./Mrs./Company_____ who signs this contract in its own name / as legal representative of the company, the motorbike indicated in this contract, at the general conditions set out below:

MODEL: _____ CYLINDER CAPACITY: _____ LICENCE PLATE _____

DATE OF ISSUE _____ TIME OF ISSUE _____ INITIAL KM _____

AGREED RETURN DATE AND TIME_____

CUSTOMER'S DATA - RENTER

SURNAME/ NAME_____

BORN IN_____ ON _____

RESIDENT IN _____ PROV. _____

ADDRESS _____N°_____

TAX CODE_____

ID CARD_____N°_____ RELEASED BY_____ EXPIRY DATE_____

CREDIT CARD _____ EXPIRY DATE _____

PHONE _____ MAIL _____

DRIVING LICENCE N°_____ CATEGORY _____ ISSUED BY_____

ON_____ EXPIRY_____(COPY OF DRIVING LICENCE IS ATTACHED)

RENTAL FEE AND PAYMENT CONDITIONS

RENTAL RATE € _____ for a period of: days_____ or: hours_____

THE VEHICLE IS DELIVERED WITH A FULL TANK AND MUST BE RETURNED WITH A FULL TANK.

PENALTY €15.00 VAT included fuel level > half full; € 20.00 VAT included fuel level < half full

SECURITY DEPOSIT € _____; ON THE_____ MEAN_____

NB: NO REFUNDS IN CASE OF RETURN EARLY BY HOURS OR DAYS FOR ANY REASON!

RIDE READY **THE CUSTOMER**

_____ **_____**

The parties mutually agree and stipulate that the rental shall be governed by the following covenants and conditions

1.RENTAL OF THE MOTORCYCLE - The motorbike in question shall be entrusted to the customer (provided with standard equipment and registration documents), who shall become the custodian for all legal purposes. The motorbike may only be driven if in possession of a valid driving licence (MINIMUM DRIVING LICENCE 'A'). The motorbike is entrusted to the client on the assumption (considered essential by the parties) that the client will use it driving it personally. The customer therefore assumes all risk and liability in the event that he entrusts the motorbike to a third party and also for the other effects of Article 116 paragraph XII of the Road Traffic Act relating to entrusting to a person without a driving licence.

2. CIRCULATION OF THE MOTOR VEHICLE - The customer is authorised to circulate only and exclusively in Italy. The customer is responsible for the normal circulation of the vehicle as well as its correct use and ordinary maintenance. In case of need for roadside assistance the customer may contact Ride Ready or Roadside Assistance. Customer expressly agrees to indemnify, to the fullest extent permitted by law, Ride Ready from any and all claims arising out of the use of the rented motorbike under the contract. The customer shall reimburse Due Ruote snc the payment of any penalties and/or fines resulting from violations of the Highway Code imposed during the period of custody of the motorbike. The customer shall undertakes to transmit within 24 hours to Ride Ready any report notified to him by the public authorities. In the event of failure to promptly transmit the customer shall be liable for any and all disbursements and/or damages incurred by Ride Ready directly or indirectly caused by the failure to timely transmission. In the event of any sanctions and/or fines served on Ride Ready after the end of the rental period, if it is difficult to track down the offending customer, Ride Ready is hereby authorized without prior notice to withdraw the amount of the fine and/or violation from the customer's credit card.

3.CONDITIONS OF USE - The customer acknowledges that he/she is not the owner of any real right to the rented vehicle and accessories provided and, therefore, that he/she may not dispose of them in any way whatsoever. In particular, it is strictly forbidden to sub-rent the motorbike to third parties in any form whatsoever. Furthermore, the customer may not under any circumstances use or allow the motorbike to be used: (a) for the transport of persons and/or things for commercial purposes commercial purposes; (b) for pushing or towing vehicles, trailers or other things; (c) in races, competitions, trials, competitions on circuits, facilities equipped or tracks open to the public; (d) under the influence of alcohol, drugs, hallucinogens, narcotics, barbiturates, intoxicants, or any other substance capable of impairing (d) under the influence of alcohol, drugs, hallucinogens, narcotics, barbiturates, intoxicants, or any other substance capable of impairing the state of consciousness and vigilance, or the capacity to act; (e) in violation of customs, traffic or other legal regulations; (f) by any person other than you, unless such person has been authorised in advance to do so by Ride Ready; (g) for riding in restricted areas or in prohibited areas or in access or service areas to port and airport zones with limited traffic; (h) by a person who has provided Due Ruote snc with false data and/or information regarding his or her false information regarding their age, name, date and place of birth, residential address or tax code; (i) for purposes contrary to the law.Furthermore, the customer undertakes the obligation to: (a) drive the motorbike personally and look after it, together with the accessories supplied, with the utmost diligence and in the utmost diligence and in compliance with all legal regulations; (b) guarantee the operation and safety of the motorbike during the time of the rental; (c) indemnify Ride Ready against any and all claims made by third parties for damages suffered by third parties to the goods carried in the rented motorbike or due to breakdown or inconvenience of the rented motorbike. (d)refund Ride Ready, upon presentation of an invoice, for any and all expenses, including legal fees, that Ride Ready incurs to obtain fulfillment of the rental agreement.(d)refund Ride Ready, upon presentation of an invoice, for any and all expenses, including legal fees, that it may incur to obtain the fulfilment of its monetary obligations due for any reason whatsoever, including expressly those for unpaid motorway tolls, as well as administrative expenses; (e) use all anti-theft devices with which the vehicle is equipped whenever it is parked and abandoned, even if in enclosed and guarded areas.

4.RULES OF THE CURRENT ITALIAN ROAD CODE - The customer declares that he/she is aware of the rules of the current Italian Highway Code. In any case, Ride Ready has informed the customer about the main rules, with particular reference to the legislative discipline on helmets, speed limits and the consequences of non-compliance. It then undertakes to drive the vehicle and to transport the passenger with an approved helmet on.

5.MOTOR VEHICLE INSURANCE COVERAGE - Ride Ready has provided the customer with a photocopy of the insurance contract, and therefore the customer declares that he/she knows, accepts and undertakes to comply with the conditions of the insurance policy. The rented motorbike is covered by automobile liability insurance/ third-party insurance (in Italy RCA), which covers damage caused to third parties.we do not provide driver policy since it is not mandatory. Should the customer incur any of the above events, he/she will be liable for the deductible stipulated in the insurance policy. In the event of theft or fire, partial or total, the customer undertakes to immediately report the fact to the competent Authority and to deliver to Ride Ready within and no later than 24 hours from the fact the original of the report. The rental fee is also due for the days of non-use of the motorbike in case of theft or fire. Coverage shall be forfeited in the event of total theft with failure to return the keys.

6.CLAIMS - Should any claim occur, the customer undertakes to notify Ride Ready immediately by telephone. The Customer must solicit the intervention of the competent Authority and, when necessary, must file a complaint to the competent Authority. The Customer shall care to obtain data regarding witnesses and other vehicles involved or, in any case, to obtain all information necessary for the determine responsibility for the accident that occurred. In addition, the customer undertakes to provide Ride Ready, no later than the following 24 hours from the claim, a complete detailed report on the "accident report" (italian CID) form, attached to the motorbike documents. Finally, the customer agrees to cooperate with Ride Ready, its Insurer, its Legal Counsel in any extrajudicial and judicial investigation or proceedings.

7.RETURN OF THE MOTORCYCLE - Prior to the start of the rental period, the parties have agreed on the date, time and place of return of the motorcycle, and the customer personally undertakes to comply with the terms of the agreement. Any changes must be agreed in advance in writing with Ride Ready during the shop’s work hours.if failed to return in the date, time and place previously decided Ride Ready can ask for the reimbursement of the expenses. A rental day is considered to be 24 hours with a tolerance of 59 minutes (subject to shop closing times, of which

the customer declares to be aware of.) Once this tolerance period has expired, an additional rental day shall be charged, since fractionsand intermediate terms are regarded as a full day. The return of the motorbike must take place during Ride Ready's opening hours and in the hands of a designated person. Ride Ready reserves the right to terminate the contract and repossess the vehicle at any time in the event of breach of the agreed terms and conditions of use, without any liability to the customer for damages, or any other claim and/or reason. In any case, the customer undertakes to return the motorbike as soon as Due Ruote snc makes a request, even verbal. The objects left in the motorbike returned to Ride Ready shall be considered abandoned, and Ride Ready is not obligated to keep or return them.

8.LIABILITY FOR DAMAGES OF THE CUSTOMER - The customer undertakes to return the motorbike and its equipment in the same condition as when it was delivered, and therefore also undertakes to make good any shortages and compensate for all damage caused, except for normal wear and tear. In particular, the Customer assumes the obligation to indemnify damages resulting from refueling with fuel other than that provided for the rented motorbike and damages resulting from repair work performed or commissioned directly by the Customer without the written consent of Ride Ready, or resulting from the circulation of the motorbike despite the presence of faults reported without the timely return of the same. In the event of tyre punctures, the Customer shall replace the damaged tyres at his/her own expense. The return of the vehicle with repaired tyres is not permitted. In the event that damage of any kind is found on the vehicle, Ride Ready is hereby authorised to withdraw the amount due from the customer's credit card without notice. In the event that any post-rental fines are issued by traffic and/or law enforcement agencies, Ride Ready is hereby authorized to immediately and without prior notice deduct the corresponding amount from your credit card, and to present to said agencies, documentation for the deduction of license points. A security deposit of 500€ as specified in the contract will be requested upon signing this contract. This deposit does not match the value of the damage of the scooter.

9.LIMITATION OF LIABILITY OF RIDE READY - To the fullest extent permitted by law, Ride Ready shall not be liable, and Customer hereby waives any and all claims against Ride Ready for any and all damages suffered by Customer or any third party arising out of the use of the rented vehicle, or for loss of or damage to Customer's or any third party's property left in the vehicle, or for damage or inconvenience resulting from delay in delivery, breakdown or any other cause beyond Ride Ready's direct and exclusive control.

10. METHOD OF PAYMENT-Payment may be made in cash or by credit card. Vehicle reservations may be made by email, fax, website or telephone. When reserving the vehicle, the Customer must provide a copy of the driver's licence, identity document and tax code. He/she shall pay 30% of the rate for the chosen motorbike and period upon confirmation of the reservation. In case of cancellation of the reservation by the customer, Ride Ready may retain the amount paid as deposit. A security deposit of 500€ as specified in the contract will be requested upon signing this contract. This deposit does not match the value of the scooter.

11.PENALTIES - Failure to return the motorbike keys, even if due to loss or theft, will result in a compensation penalty of Euro 250.00. Failure to return the original Registration Certificate of the motorbike, even if due to loss or theft, will result in the Client's obligation to reimburse Ride Ready for the entire cost of re-registration of the motorbike, to be quantified updated at the time of the actual re-registration, and presumably equal to Euro 300. Failure to return the motorbike at the date and time agreed upon in this Agreement will result in the unlawful possession of the motorbike by the Customer, and will also obligate the Customer to pay a penalty, for each day or fraction of a day, equal to the amount of the daily rental fee increased by 15% for the first week, and by 25% until the date of return or the date on which Ride Ready will regain possession of the motorbike.

12.RENTAL METHODS AND ADDITIONAL SERVICES - (daily 24 hours from Mon to Fri) - (WEEK END delivery Fri h15pm return Mon h15pm) The cost of hire shall be inclusive of VAT and the following services: anti-theft system and first full tank of fuel, the vehicle must be returned with the same initial level; otherwise the driver will be charged for the missing litres.

13.CONTRACTUAL CHANGES -Any amendment to this contract cannot take place, nor can it be proven, unless it is in writing during the shop work hours, countersigned by both parties.

14.CONTRACT RENEWAL- This contract cannot be renewed except by a new written contract.

15. TERMINATION CLAUSES- For anything not expressly provided for, the parties shall refer to the provisions of the Civil Code and the laws in force. Should any provision of this rental agreement be null and void, such nullity shall not determine the invalidity of the other provisions.

16.PLACE OF JURISDICTION- The Court of Torre Annunziata shall have jurisdiction over any disputes that may arise in connection with this contract.

17.ELECTION OF DOMICILE FOR THE PURPOSES OF THIS CONTRACT - The Customer declares and self-certifies under his/her own responsibility that the address of residence indicated in the documentation enclosed in photocopy is correct, and that for the purposes of this contract any communication and/or notification may be made at that address, unless the address is changed by the Customer to be communicated in writing directly to Ride Ready.

18. JOINT AND SEVERAL OBLIGATIONS- Whoever signs this contract in the name and on behalf of another person and/or company shall be personally liable.

SORRENTO ___/___/_____ THE CUSTOMER

RIDE READY_____ _____

NOTICE EX ART. 13 OF D.LGS. N. 196/2003

"code regarding the protection of personal data"

Dear customer,

For the purposes set out in the aforementioned EU regulation 2016/679, containing the new provisions for the protection of "privacy" and relating to the protection and processing of personal data, we inform you that the processing of personal data already provided by you and acquired to date, as well as those that will be provided, will be processed in compliance with the legislation set out in the aforementioned regulation and the confidentiality and transparency obligations to which the data controller is required.

1) DATA CONTROLLER

The data controller is **RIDE READY** di **ESPOSITO CARMEN** with headquarters in Sorrento on via degli aranci 168 - C.F. **SPSCMN96M44C129Z** P.VA: **10406511211in** the name and on behalf of its legal representative **Esposito Carmen**.

2) PURPOSES OF THE PROCESSING

Your personal data is processed

A. Without your express consent (art.24 Letter a, b, c privacy code and art. 6 Letter b, and GDPR) for the following service purposes:

- respond to your requests for information;

- conclude contracts for the owner's services;

- fulfill pre-contractual, contractual and tax obligations deriving from existing relationships with you;

- fulfill the obligations established by law, by a regulation, by community legislation or by an order of the authority (ex. In the field of anti-money launder

ng);

- exercise the rights of the owner (ex. Right of defense in court for breach of contract);

- prevent or discover fraudulent activities or abuses harmful to the website.

B. Only subject to your specific and distinct consent (articles 23 and 130 of the privacy code and article 7 of the GDPR) for the following information and marketing purposes:

- allow you to register on the website;

- allow subscription to the newsletter service provided by the owner and any other services requested by you;

- send via email and/or WhatsApp newsletters, commercial communications and/or advertising material on products or services offered by the owner and survey the degree of satisfaction with the quality of the services;

You can, however, revoke the consent given for the treatments indicated under B at any time by sending an email without formalities.

3) Cookies

Ride ready di Esposito Carmen also wishes to inform you that by accessing the sites owned by us, "cookies" may be sent to your computer, according to the methods of use available on the relevant pages of each site.

4) access to data and their communication.

Your data may be made accessible for the purposes referred to in point A:

- to employees and collaborators of the owner in their capacity as internal data processors and/or managers and/or system administrators:

- to third parties (credit institutions, professionals and external consultants (e.g. the accountant) for the sole purposes of credit protection and better management of our rights relating to the individual commercial relationship) who carry out outsourcing activities on behalf of the owner, in as independent external data controllers or data controllers appointed by the data controller.

5) data retention times

Without prejudice to the five-year or ten-year retention periods only for documents and related data of a civil, accounting and fiscal nature as provided for by the laws in force, any other data will be retained for 5 years from the termination of the service/product provision/supply relationship unless withdrawal of consent or request for cancellation by you.

6) rights of the interested party

Except in cases of legal obligations, public interest or exercise of public authority, you have the right, at any time, to withdraw consent to data processing and, in this case, the lawfulness of processing based on express consent to processing is not affected. before revocation. The art. 7 of the privacy code and art. 15 of the GDPR grants you, as data subjects, the exercise of specific rights, including that of obtaining confirmation from the owner of the existence or otherwise of their data and their making available in an intelligible form; the right to know the origin of the data, the purpose and methods of the processing, the logic applied to the processing, the identification details of the owner and the subjects to whom the data may be communicated; the right to obtain the updating, rectification and integration of data, cancellation, transformation into anonymous form or blocking of data processed in violation of the law; the right to object, for legitimate reasons, to the processing of your data. The GDPR provides for the right to have your data forgotten (art. 17), to their limitation (art. 18), to their portability (art. 20) and, in the case of automated decision-making (so-called profiling), to their humane treatment (art. 22).

7) data controller

The data controller is Ride ready di Esposito Carmen, who can be contacted for any request, request or information, including the exercise of the rights referred to in point 4.

Email :info@enjoytherent.it

the privacy manager is Esposito Carmen

I declare that I have read the information and explicitly provide/not provide consent to the following treatments.

SIGNATURE