

CAR RENTAL SERVICES AGREEMENT

This agreement (hereafter the "Agreement") is entered into by and between:

Locauto Rent S.p.A. (hereafter "Locauto Rent"), with legal offices in Trento, Piazza Silvio Pellico n.5, postcode 38122, registered in Italy with registration number 04367650969, acting in its own name and behalf as well as in the name and on behalf of its subsidiaries, duly represented by Mrs. Paola Raffaella Tavazza, acting as a Chief Executive Officer, fully authorised for the purpose of the Agreement

AND

YANIS CONSTRUCT BV (COMMERCIAL NAME: VROOEM.COM) (hereafter the "Intermediary"), with legal offices in Nijverheidsstraat 70, registered in Wommelgem, Belgium with registration number BE0761.845.126 acting in its own name and behalf as well as in the name and on behalf of its subsidiaries, duly represented by Salim El Khababy, acting as a Chief Executive Officer, fully authorised for the purpose of the Agreement.

BACKGROUND:

- Locauto Rent operates in the rent a car business and is one of the leading business in the vehicle rental services market in Italy.
- Locauto Rent is the exclusive partner of "Enterprise" rent-a-car in Italy and represents ALAMO/NATIONAL/ENTERPRISE brands.
- The Intermediary operates as a car rental broker business and wants to purchase rental car services for its customers.
- Locauto Rent wishes to provide the Intermediary with rental car services.
- This Agreement, including the content of all its annexes, is the entire understanding between Locauto Rent and the Intermediary in relation to its subject matter.
- The contents of this Agreement may be altered only with the common consent of the parties duly confirmed by a written document signed by both parties.

CLAUSES

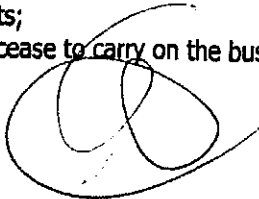
1. Terms of the Agreement

The Agreement shall be effective from the date it's signed by both parties and shall continue for a 1 (one) year period and shall be renewed automatically by a period of one year if neither of the contracting parties thereto, at least 30 days in advance, write to the other part of not wishing to continue the validity of this contract.

Either party is entitled forthwith to terminate this Agreement by written notice to the other if that other party:

- is unable to pay its debts as they become due, commits an act of bankruptcy, becomes bankrupt, goes or is put in liquidation or if a receiver or administrative receiver is appointed over any part of such other party's assets;
- ceases or threatens to cease to carry on the business.

Locauto Rent S.p.A. con socio unico
Via Gustavo Fara, 39 - 20124 Milano
T: +39 02 430201 - locaurorent.com



Sede legale: Piazza Silvio Pellico, 5 - 38122 Trento
R.E.A. di Trento n. 234986 - Codice univoco: MSUXCR1
Reg. Imp. e C.F./P.IVA 04367650969 - Capitale Sociale € 600.000 i.v.

2. Rates

Locauto Rent will provide the Intermediary with dynamic net rates (hereafter "Locauto Rent Rates") via XML connection. Locauto Rent Rates will vary depending on the rental duration, pick-up location and car category. Locauto Rent is free to load stop sales or restrictions to its discretion, via e-mail or directly throughout the XML system.

The Intermediary agrees to sell to its customers all rental services purchased from Locauto Rent at Locauto Rent Rates increased by a max "Commission" of 20%, equivalent to its earnings, with the constraint that the selling price, arising from the application of such a "Commission" on Locauto Rent Rates, remain competitive in the market.

3. Reservations

- The Intermediary will make reservations by using the XML file.
- The lead time from reservation to pick-up vary depending on the location/car group/period and will be set by Locauto Rent throughout XML connection.
- The car will be kept available up to a maximum of 59 minutes after the flight landing or train arrival and in any case up to 90 minutes after the branch closing time for bookings with flight /train details indicated otherwise, the branch will close at the standard closing time with no tolerance of 59 minutes after the closing time.
- For car groups S, L, R, RR, P a late modification or cancellation fee (communicated within 24 hours before the pick-up date) of 50 euro will be applied.
- For car groups S, L, R, RR, P a no-show fee of 50 euro will be applied.

4. Delivery and return of the vehicle

- The delivery of the vehicle will be made at the agreed delivery points detailed in the **annex 1** of this contract;
- Locauto Rent shall at all-time provide the Intermediary with an up-to-date list of rental stations accessible in Italy. This list, which is initially laid down in the **annex 1** to this Agreement, shall contain the full address and opening hours of the respective rental stations. Alterations in the location or opening hours of these rental stations will be notified to the Intermediary;
- For the delivery of the car, it's mandatory that the customer presents the proper documentation indicated on our Terms and Conditions;
- The drop off must be within 24 hours or multiple of the date and time of delivery. Delays of more than 59 minutes will result in a surcharge of an additional rental day.
- For every vehicle a rental contract (written in Italian and in English) will be prepared and handled over by Locauto Rent on deliver of the car, together with the documentation of the car, insurance paper and the accident report form. The contract must be signed by all the drivers.
- If a vehicle is returned prior to the end of the rental contract, Locauto Rent will charge to the Intermediary the entire rental period, without no right of refund the difference.

5. Complaints procedure

Locauto Rent stats that in the event that the Intermediary receives any complaints from its customers, it will make its best efforts to support the Intermediary in dealing with the customer complaint and to resolve the conflict to all parties' satisfactions.

Locauto Rent will receive by the Intermediary the complaint properly documented in a maximum period of 15 working days after the rental has ended. Those complaints must be inserted through the Locauto Rent microsite and Locauto Rent will provide with a reply within the next 15 working days after the reception of the document.

Locauto Rent will not process any complaint that do not respect the above mandatory requirements. It's mandatory that all kind of refund must be agreed with Locauto Rent in advance.

6. Invoicing and payment

Parties agree that the Intermediary provide the Customer with the following type of payment for the rented vehicle:

PAY ON ARRIVAL

The intermediary collects and invoices its Commission directly to the Customer as the prepayment when making a Reservation. The Customer pays the rest of the Displayed Price directly to Locauto Rent when collecting a vehicle at the destination.

The Intermediary also authorises Locauto Rent to invoice directly the Intermediary's customers of all additional services required locally by the Customer to Locauto Rent.

8. Quality standards

The vehicles will be delivered perfectly revised, with requested supplements cleaned, with all components revised, especially the security elements that are mandatory.

Every vehicle will be delivered with all insurances mandatory for the Italian law.

9. Other matters

Company must specify the general rental conditions and declare that the customer of the Intermediary and all the people authorized to drive the vehicle have to make use of it in the proper way for which they have been equipped and designed and used according to the rental contract. Renter who signs the contract is in any case liable for the behaviour of any person driving the vehicle, including misconduct.

Any clause which appears on websites and in the contract which is agreed between the Intermediary and its customers, which contradicts the content of this Agreement and the general conditions of Locauto Rent Agreement, will be considered of no effect.

10. Confidentiality

Except as is provided in the following paragraph, both parties shall at all times during the duration of this Agreement, keep this information herein confidential and accordingly not disclose those information to any other person.

The information included in this Agreement may be disclosed by other party to any employees of that party to such extent only as is necessary for the purpose contemplated by this Agreement and subject in each case



to the disclosing party using all and reasonable endeavours to ensure that its employees keep the same confidential and do not use the same except for the purpose for which the disclosure was made.

Each party undertakes that the other, will not, either during the continuance of this Agreement or within the period of five years after its termination howsoever caused, disclose any of the terms of this Agreement to any third party or divulge to any third party or cause or knowingly permit any third party to become aware of any technical, commercial, financial or other information of a confidential nature relating to that other party or any of its associated companies (as the case may be).

11. Legal claims

This contract is regulated by the Italian law.

All disputes relating to this contract will be decided exclusively by the Milan Court, Italy.

Insert place and date

24/11/2025

Read and Signed



YANIS CONSTRUCT BV (Vrooem.com)

Salim El Khababy

Insert place and date

MILANO 02/12/2025

Read and Signed


Locauto Rent S.p.A.

Paola Raffaella Tavazza

The parties expressly accept, pursuant to articles 1341 and 1342 of the Italian civil code, the clauses referred to in points 3 - Reservations, 4 Delivery and return of the vehicle, 6 Invoicing and payment and 9 Other matters.


YANIS CONSTRUCT BV (Vrooem.com)

Salim El Khababy


Locauto Rent S.p.A.
Paola Raffaella Tavazza

ANNEXES

1. List of locations
2. Bank details
3. Locauto Rent Terms and conditions