



INFORMATION CONCERNING PERSONAL DATA PROCESSING PURSUANT TO THE GENERAL DATA PROTECTION REGULATION (EU) 2016/679 (GDPR) FOR THE INTELLYATHLON SERVICE

Introduction

The Client (company name and VAT no. /first name surname, tax code) (hereinafter "the Client") who has signed the long-term framework leasing contract con Athlon Car Lease Italy S.r.l. (hereinafter "Athlon") on (date) concerning the order form(s) associated with the contract, or the driver (driver/user) of the vehicle designated by the contract pursuant to and for the purposes of articles 13 and 14 of Regulation (EU)2016/679 (hereinafter GDPR) has been informed of and provides express consent for the processing of personal data and for the exercising of corresponding rights in association with the **IntellyAthlon** Service as set out below and for which activation has been requested.

1. Data Controller and Data Protection Officers

The Data Controller pursuant to article4 of the GDPR is Athlon Car Lease Italy S.r.l. a Socio Unico – company capital of Eur 10,000, Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06.412071 – Fax (+39) 06 41207222, VAT/TaxCode 10641441000 –R.E.A.: RM-1245920 - www.athlon.com/it.

The *Data Protection Officer*) is Daimler AG Chief Officer Corporate Data Protection HPC G353 - 70546, Stuttgart, Germany; email: data.protection@daimler.com.

Personal data processed to provide the **IntellyAthlon** service shall not be passed on.

Personal data processed to provide the **IntellyAthlon** service may be passed on to third parties to whom Athlon has entrusted an activity for the purpose of providing the service, solely for the purpose of executing the contractual relationship and in order to comply with legal obligations. In this case, those parties shall operate as Autonomous Controllers or shall be designated Data Processors pursuant to article4 GDPR. Athlon, as data controller, shall provide the designated processors with adequate operating instructions, with particular reference to the adoption of minimum security measures, in order to safeguard the rights of the persons concerned and the security of the data and shall in any case conclude appropriate processing agreements with them pursuant to art.23 GDPR.

By way of an example, the above-mentioned third parties shall be:

- Targa Informobility having its registered address in Treviso, at Via Reginato 85 H, and TEXA S.p.A. having its registered address at Via 1 Maggio, 9 - 31050 Monastier di Treviso, operating as Client and Vehicle Data Processors (as named by the data controller), particularly but not exclusively regarding the location data of the vehicle and for the purposes of providing the service set out below and strictly connected to its execution;
- insurance companies (including, in particular, the Compagnia Reale Mutua, Unipol Sai) and/or insurance intermediaries that will operate as independent data controllers for the purposes connected with the management of vehicle insurance policies and the settlement of claims;
- Roadside Assistance Centers as Data Processors;
- Medical-Roadside Assistance entities as data controllers;
- the International Central Sat Srl Operations Center with registered office in Palermo, Via Abbruzzi 69 operating within the European Union territory which supports Athlon in the vehicle recovery process in the event of theft, in its capacity as Data Processor;
- Consultants and Professionals as independent data controllers;
- the competent public authorities for the recovery of vehicles as autonomous data controllers.

2.Description of operations/services

In particular, with this document, the Client acknowledges that there are devices (Targa box GV and/or Targa box GL or TEXA, TMD MK3 and/or TEXA MPK3 DIAG) on the vehicles hired for this purpose that can perform the following operations:

a) vehicle location and recovery in the event of theft:

The Client, in accordance with current legislation on Privacy, declares that it is aware that the vehicles covered by the lease contract are equipped with devices capable of detecting the geographical coordinates of their location (tracking and positioning).

In the event of theft or robbery, therefore, the Client may contact the Operations Center (through which the stolen vehicle is recovered and the authorized driver is contacted in the event of an accident) on the black number 011 2399 353, giving the vehicle's license plate number and providing identification/authentication details or via the email address athlon.security@targatelematics.com.

Further, the Operations Center intervenes in the management of passive alarms (theft profile "on demand"), i.e. in the event of alarms reported and/or communicated directly by the Client to the Center.

The latter, following authentication, shall then locate the vehicle and inform the vehicle recovery authorities (even if the Operations Center keeps the vehicle under constant observation until the end of the emergency).

Finally, the Client must send, as soon as possible, by fax and/or mail to the Operations Center, a copy of the crime report issued by the authorities. If the vehicle is found, the Operations Center will immediately notify the Client;

b) reconstruction of any accidents ("crash report"):

The devices (locater) installed on the vehicles are equipped with a 3D accelerometer capable of recognizing an accident or "crash" event and acquiring qualitative and quantitative information.

Using this information, a report will be produced through which it will be possible to reconstruct in detail the dynamics of the accident on the basis of the following information:

- a) time and place of the event
- b) type of road
- c) speed before impact
- d) stoppage time after impact
- e) acceleration on the three planes

The information is organized in a report that will be available for download a short time after the event.

In the event of "crash" alarms at the Operations Center, contact with the Client is expected as soon as possible;

c) vehicle maintenance:

The devices installed on the vehicles also allow the Client to manage their scheduled maintenance.

Athlon Car Lease Italy S.r.l. a Socio Unico – company capital Eur 10,000
Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06 412071 – Fax (+39) 06 41207222
VAT VAT/TaxCode 10641441000 –R.E.A.:RM-1245920 - www.athlon.com/it.

Stamp_____



Accordingly, for the regular management of maintenance appointments, Athlon can create different maintenance profiles, based on the vehicle type and the operations scheduled for each type. When a vehicle is assigned a maintenance profile, the system will automatically begin counting, taking into account current anonymous data (Km, engine hours and time) of the vehicle and will thus be able to plan scheduled operations.

For vehicles equipped with the devices that provide this service, Athlon may request that the Client provide an email address and/or cell phone number to receive notices and communications regarding regular maintenance of the vehicle;

d) ignition lock:

This functionality is activated in the event of misappropriation of the vehicle. In fact, under such circumstances, the Client must promptly report to the competent Authorities the misappropriation of the vehicle and, immediately thereafter, must notify the Operations Center, sending a copy of the crime report and requesting that the vehicle be stopped.

It will then be the responsibility of the Operations Center to contact the competent Authorities, and coordinating and working jointly to manage vehicle recovery operations.

Once the vehicle has been traced, the Authorities will provide authorization to unblock the ignition.

In the event of theft of the vehicle, the procedure described in the previous point a) will be followed and it will be at the discretion of the competent Authorities, based on the dynamics of the event, to give instructions to the Operations Center as to whether or not to lock the ignition;

e) fleet management;

through the use of these devices, the kilometers of the vehicle will be monitored through the GPS signal if available (via designated web portals):

- the aggregate GPS data relating to journeys (GPS functionality always active with a standard 180-second frequency that can be modified according to the Client's needs);
- comparison of GPS data with consumption and emissions declared by the vehicle manufacturer;
- the geographical coordinates of the vehicle through GPS data;
- display of the vehicle on a map using the reverse geocoding function;
- list of vehicle positions with related information (date, time, geographical address, speed, ignition/shutdown, Km traveled per journey, acceleration/deceleration);
- display on map of icons indicating whether the vehicle is on / in movement / off (GPS data and on/off detected by the device);
- detection of the main impact and its intensity;
- on/off times and commitment calculation (hh:mm) vehicle (GPS data and on/off detected by the device);
- the percentage of driving at a speed exceeding the limit allowed on the specific type of road traveled (GPS data compared with administrative map layers);
- percentage of driving at a detected upper/lower speed of at least 5 km/h between one GPS survey and the next (GPS data and speed calculated between two GPS points);
- percentage of readings in which the vehicle is switched on at speeds below 3 km/h (GPS data and speed calculated between two GPS points);
- the percentage of journeys lasting less than 10 minutes (between switching on and off) after more than 2 hours from the previous journey (GPS data, last switch-off detected by the device and speed calculated between GPS points);
- list of the positions of the fleet or of each individual vehicle with relative information (date, time, geographical address, speed, ignition/shutdown, km traveled per journey);
- GPS data compared with the deadline set by the Manufacturer;

f) diagnostics:

through the use of these devices and support provided by designated web portals, the following will be monitored:

- vehicle location and mapping (geographic coordinates using GPS data and display on a map using the reverse geocoding function);
- the history and report of vehicle positions (with the list of positions with related information: date, time, geographical address, speed, ignition / switch-off, km traveled per journey);
- analysis of the vehicle status (on, off, moving), with display on the map of icons indicating whether the vehicle is on / moving / off (GPS data and on/off detected by the device);
- crash management (GPS data, speed, accelerations, decelerations, main impact detection, impact intensity);
- driving hours, on/off times and engagement calculation (hh:mm) of the vehicle (GPS data and on/off detected by the device);
- actual CO2 emissions through the analysis of GPS data, data concerning liters consumed and the number of kilometers traveled compared with emissions declared by the vehicle manufacturer;
- exceeding of speed limits and analysis of driving percentage at a speed higher than the limit allowed on the specific type of road traveled (GPS data compared with administrative map layers);
- analysis of driving at non-constant speed through the percentage of driving at a detected upper/lower speed of at least 5 km/h between one GPS reading and the next (GPS data and speed calculated between two GPS points);
- stops with the engine running through the percentage of readings in which the vehicle is running with a speed lower than 3 km/h (GPS data and speed calculated between two GPS points);
- short trips with cold engine through the percentage of journeys lasting less than 10 minutes (between ignition and switch off) at a distance of more than 2 hours from the previous journey (GPS data, last switch-off detected by the device and speed calculated between GPS points);
- setting of alerts (e.g. geofencing and POI) with GPS data and support of the map;
- report by fleet/single vehicle through the list of fleet positions or of each individual vehicle with related information (date, time, geographical location, speed, ignition / shutdown, actual km traveled per journey, liters consumed per journey, diagnostic parameters such as service, headlights, dashboard lights, etc.);
- fuel consumption and refueling through GPS data, the liters of fuel put into tank, refueling date and time, km before refueling and after refueling compared with consumption declared by the vehicle manufacturer);
- measurement of exact kilometers / actual kilometers (odometer reading);
- preventive and predictive maintenance interventions (automatic alert in the event of errors, automatic alert for out-of-range parameters, chronology of notifications/anomalies) based on analysis of alert date/time, actual kilometers, type of alert such as service, headlights, dashboard lights, etc.;
- the driving style through the analysis of GPS data, speed, administrative map layers, ignition and switch off detected by the device, consumptions declared by the vehicle manufacturer, emissions declared by the vehicle manufacturer, actual kilometers, liters consumed during the journey.

Athlon shall inform the Client that the service can be offered in "privacy mode" (temporary deactivation during breaks from work) to prevent the temporary processing of personal data.

It is understood that the devices described in this way do not present any risk to the driver's health and/or safety, nor do they result in any reduction of or exclusion from the manufacturer's guarantee for the vehicle on which they are installed.

However, disconnecting the devices means that it will no longer be possible for the aforementioned activities to be performed (e.g. vehicle locating, etc.) included in the **IntellyAthlon** Service.

3. Purpose of personal data processing

Data processing is performed for the purposes encompassed by implementation of the operations and services referred to in paragraph 2, which are connected to implementation of the **IntellyAthlon** Service and are instrumental to the management of contractual relations with the Client, with particular (but not exclusive) regard to verifying the successful outcome of vehicle locating requests in the event of theft and/or unlawful misappropriation, acquisition of information that is relevant for the reconstruction of any claims reported by the

Athlon Car Lease Italy S.r.l. a Socio Unico – company capital Eur 10,000
 Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06 412071 – Fax (+39) 06 41207222
 VAT VAT/TaxCode 10641441000 –R.E.A.:RM-1245920 – www.athlon.com/it.

Stamp_____



Client and/or the counterparty insurance company (except for the processing of data also collected in court and before the competent Authorities, and for the fulfillment of the related legal obligations and those of a fiscal or accounting nature).
Data processing is also performed for the fulfillment of legal obligations where applicable pursuant to art.6 paragraph 3 of the GDPR.

4. Legal basis for processing

The legal basis for the processing of all personal data deriving from the use of the aforementioned geolocation systems, including those that can indirectly permit profiling processes on the individuals concerned, is provided by the explicit consent of the individuals concerned.

5. Categories of personal data processed

For the purposes of the foregoing, the personal data processed through the use of the **IntellyAthlon** Service and transmitted via the GSM - GPRS network concerns:

- a) the personal data, fixed and cell phone numbers and email address as well as data relating to the vehicles and their use; b) vehicle distance (places, speed, distances);
- c) the locations and times of engine ignition and shutdown;
- d) the place and location of the vehicle through the geographical coordinates provided by the on-board device;
- e) some "alerts"/warnings in the event of battery cables being cut, regarding battery diagnostics, device back-up battery or in the event of vehicle movement with the key removed;
- f) the data listed above and connected to fleet management and diagnostics services (if specifically activated).

6. Recipients or categories of recipients of personal data

Personal data will not be disseminated. It may be passed on to the parties referred to in paragraph 1 exclusively for purposes related to operation of the IntellyAthlon service, i.e. execution of contractual relationships with Clients, and for purposes related to the fulfillment of any applicable legal obligations.

No provision is made for the transfer of data to third countries.

7. Storage period for personal data

Pursuant to Article 5 of the GDPR and applicable Italian legislation, vehicle location data and other personal data connected to the **IntellyAthlon** service shall be kept for the period strictly necessary to achieve the aforementioned purposes except for a further storage period as a result of any legal disputes or to safeguard the legal protection of the rights of the parties (in particular with reference to the statute of limitations provided for by applicable law).

In this regard, with reference to the duration of the data processing/management period, it should be noted that the service provider also guarantees the removal of all data every six months through automatic procedures inserted into the systems, which can identify information that is no longer relevant to the scope and purpose of management or of any applicable legal requirement. However, concerning aggregation of anonymous data, used solely and exclusively for statistical purposes, the retention time may vary and be higher than the standard mode.

8. Security measures

The security measures adopted are the following:

IT authentication system

- The service is accessible solely and exclusively through a dedicated and protected web portal with HyperText Transfer Protocol over SSL HTTPs, which handles the encryption and authentication of transmitted data.
- Access to the portal is permitted solely for authorized personnel with authentication credentials comprising an ID code for the personnel member and a password (retained by and known only by the same).
- The password meets strict policy rules that set out logical criteria for checking validity (e.g. length is at least eight alphanumeric characters including special characters, a validity period beyond which the password must be renewed, and the user is automatically blocked after "n" incorrect password entry attempts, previously used passwords cannot be reused, etc.).
- Each personnel member is assigned authentication credentials and a temporary password to be changed on initial access.
- If the authentication credentials are not used for three months, they are automatically deactivated.
- Confidentiality is guaranteed for the access credentials within the IT platform, since they are encrypted and are never stored in an open format.
- Personnel are given instructions for the correct management of the information and for adopting the necessary precautions for the storage and diligent custody of the devices in possession.
- On the platform, moreover, there is a time limit (Session State timeout) of inactivity by the user, after which the consultation is interrupted and rendered inactive. To use the platform again, the user is required to enter their login credentials.
- Privacy Statement: A disclaimer/note informs personnel about the processing of the information and the commercial purposes of the data being processed.

Authorization system

- When authorization profiles of a different scope are created for personnel, an authorization system is used.
- The authorization profiles for each personnel member are created and configured based on the level of authorization of the profile in order to restrict access only to the data necessary to perform the tasks that the operator can perform.
- Credentials are monitored. Periodically and, in any case at least annually, the existence of conditions for preservation of authorization profiles is verified. Credentials for personnel who no longer have access to the information are removed.

Other security measures

- The IT infrastructure is managed by the service provider, also through third parties, by virtue of agreements and SLAs (Service Level Agreement), which also include the maintenance and monitoring of network equipment, applications, databases, data storage services, data integrity, as well as the restoration of services in the event of "Disaster Recovery." All infrastructure is located within the Data Center.
- Access areas are controlled and monitored (physically and with video cameras) and, in any case, reserved exclusively for authorized personnel. In addition, the Data Center has back-up battery devices (uninterruptible power supply (UPS) units), anti-flood alarms, fire protection, heating and air conditioning system (HVAC) control.

Athlon Car Lease Italy S.r.l. a Socio Unico – company capital Eur 10,000
Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06 412071 – Fax (+39) 06 41207222
VAT VAT/TaxCode 10641441000 –R.E.A.:RM-1245920 - www.athlon.com/it.

Stamp_____



- The infrastructure is protected against the risk of intrusion and program action through the use of firewalls. Antispoofing protections, packet filtering and storage of IP traffic logs are deployed in the management and constant monitoring of these devices.
- Periodic updates of network programs and devices are performed systematically to prevent vulnerabilities in electronic tools and to correct defects. For example, changes to firewall rules, updates to operating systems (e.g. security patches) and programs are managed in a controlled manner by specialized personnel.

9. Rights of the individual concerned

At any time, by contacting the data controller Athlon Car Lease Italy s.r.l., he may; (I) obtain confirmation that processing of personal data concerning him is being carried out and, in this case, to obtain access to personal data under the conditions set out in art. 15 of Regulation (EU) 2016/679; (II) obtain the rectification of inaccurate data concerning him or the integration of incomplete data under the conditions set out in art.16 of Regulation (EU) 2016/679; (III) obtain the deletion of data concerning him under the conditions set out in art.17 of Regulation (EU) 2016/679; (IV) obtain a limitation of processing in the cases referred to in art.18 of Regulation (EU) 2016/679; (V) oppose the processing of data for the implementation of "promotional-commercial activities" carried out through automated communication systems, similar methods and traditional systems; the possibility remains, for the individual concerned, to exercise the right to object only to communications made with specific systems (for example by opposing only the sending of promotional communications made through automated tools and not to sending by other means); (VI) withdraw consent to the processing of data, without prejudice to the lawfulness of processing based on the consent given before the withdrawal and without any effect for processing based on legal bases other than consent; (VII) to lodge a complaint before the National Control Authority (Authority for the protection of personal data) in the forms and in the ways provided for by European and Italian regulations.

10. Provision of data, consent to treatment and consequences in case of non-communication of data, refusal

Pursuant to Article 7 of the GDPR, data processing can take place only with the prior consent of the party concerned for each of the above purposes: a) locating and recovery of the vehicle in the event of theft; b) reconstruction of any accidents ("crash report"); c) vehicle maintenance; d) ignition blocking; e) fleet management; f) diagnostics. Consent may be revoked at any time. Withdrawal of consent shall not affect the lawfulness of processing based on consent prior to withdrawal.

Consent regarding the processing of personal data and its passing on for the aforementioned purposes is optional, but necessary for provision of the **IntellyAthlon** Service.

Specifically, in the case of refusal or withdrawal of consent for the purposes of a) vehicle locating and recovery of the same in the event of theft and d) ignition blocking (and as for passing on of the aforementioned data to the parties indicated in the Statement), the related services may not be installed, not even those aimed at achieving the purposes referred to in letters b), c), e) and f) of the Statement.

Again, in the event of the refusal or revocation of the consent for the purpose b) reconstruction of any accidents ("crash report"), the corresponding services may not be installed, not even those referred to in letters c), e) and f) of the statement.

Finally, in the case of refusal or withdrawal of consent for the purposes c) vehicle maintenance; e) fleet management; f) diagnostics, the corresponding services cannot be installed.

4

11. Automated decision-making processes

The processing of personal data for execution of the **IntellyAthlon** service and for the fulfillment of legal obligations where applicable does not require any automated decision-making processes, which, therefore, are not carried out.

12. Source from which personal data originated

The personal data were provided by the individual concerned, if a client of the leasing contract mentioned in the introduction, or by the company to which the individual concerned belongs (in his capacity as employee, worker, etc.), if the vehicle *driver* is a party to the leasing contract referred to in the introduction.

Athlon Car Lease Italy S.r.l. a Socio Unico – company capital Eur 10,000
Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06 412071 – Fax (+39) 06 41207222
VAT VAT/TaxCode 10641441000 –R.E.A.:RM-1245920 - www.athlon.com/it.

Stamp_____

L&C v. dated October 1, 2020



LIMITATION OF LIABILITY AND INDEMNITY

The **IntellyAthlon** Service (hereinafter the "Service") provided through the aforementioned devices (and consequent billing) shall start from the date of delivery of the vehicle and shall have a duration equal to that of the lease contract. In case of transfer and/or replacement of a new Client in the original lease contract, the Service shall be provided until expiry, natural or extended, of the same contract, unless otherwise agreed in writing. Any loss of availability of the vehicle, for any reason whatsoever, shall not entitle the Client to request the reduction or reimbursement of the cost of the Service already paid with the payment of the lease fee. Likewise, failure by the Client to use the **IntellyAthlon** Service or part of it shall not entitle it to any claim for compensation, reimbursement or other compensation, of any kind whatsoever, from Athlon.

It is expressly agreed that the Service for the fulfillment of the aforementioned operations shall be provided as long as the GPS network, the GSM and GSM-GPRS phone network and fixed phone lines are operational and functioning. Furthermore, the cartographic database of the entire national and European territory must always be constantly updated. To this end, the Operations Center shall use up-to-date, high-quality maps. Even where the above-mentioned conditions are fulfilled, the Client is aware that not all of the national and European territory has been adequately mapped and that lack of coverage – or insufficient coverage – by the GPS signal or GSM GSM-GPRS signal means that correct vehicle positioning or correct data collection cannot be ensured at all times and in every location. In this case, Athlon, the providers of the localization service and the Operations Center shall not be held liable. For the mapping of national and European territory, the services shall be exclusively available in the following countries: Andorra, Austria, Belgium, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Spain, Estonia, Finland, France, United Kingdom, Greece, Croatia, Hungary, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Russia, Vatican City, Slovakia, Slovenia, Sweden.

Furthermore, any liability of Athlon for interruption and/or limitation of the Service described above shall be declined in relation to legal or administrative stipulations or regulations, or supervised administrative or of measures issued by the competent Authorities. Finally, all liability of Athlon for failure to provide and/or to interrupt the Service in the event of unforeseeable circumstances and force majeure shall be declined (by way of example, but not limited to, earthquakes and natural disasters in general, occurrences and uprisings, whether controlled or otherwise, arising from nuclear energy or radioactivity, wars, insurrections, unrest, strikes, riots, acts of terrorism, military occupations and vandalism). In any case, Athlon shall not be liable for any damage occasioned to the Client and/or its authorized driver in the event of theft, robbery, misappropriation and/or damage to the vehicle and/or persons and/or on-board material.

Consequently, the Client undertakes, on its own behalf and also in the name and on behalf of its authorized drivers according to the information stated in the long-term framework lease contract, and based on each order form, to:

- a) use the Service only for purposes specific to it, avoiding any incorrect, fraudulent or illegal behavior, in full compliance with current legislation, including labor law. The Client, in this regard, declares that he is aware of the limits imposed in relation to the use of remote control equipment on the work of employees, pursuant to the provisions of Law no. 300 dated May 20, 1970 (Workers' Statute) and subsequent amendments and additions and that it shall work exclusively and autonomously at all locations and in accordance with the legislative provisions set down in order to comply with all related legal obligations, holding Athlon harmless from any damage, charge, cost, expense, compensation, etc. deriving either directly or indirectly therefrom;
- b) inform each authorized driver about the contents of this document, in particular communicating the presence of the aforementioned device(s), then in turn collecting consent – where required – and authorizing the processing of the data thus collected (for the purposes stated the Statement issued today). Athlon, therefore, is not subject to any obligation to verify the legitimacy of the request or the use of the Service by parties other than the Client, with the Client alone being liable for all parties who use or request the Service, whether authorized or not;
- c) to keep the device with care and diligence and not to grant use to third parties, even temporarily, for the duration of the lease, and not to intervene and/or tamper in any way with the devices installed on the vehicles (and related or connected equipment, such as the "M2M SIM Card", i.e. the telephone service subscription card, inserted into the device and used to transfer data from the device to the Operations Center; in this regard, the Client guarantees expressly that its authorized drivers shall not act in any way that could compromise the normal use of the aforementioned devices. It is understood that any maintenance, alteration, repair, etc. may be performed only by Athlon or by those parties expressly authorized by the latter. Furthermore, the Client is aware that the tampering, removal and/or deactivation of the devices, even by the authorized driver of the vehicle, may result in nullification, at the request of the insurance company, of the insurance coverage provided for in the lease contract. Under such circumstances, Athlon may charge the Client with the amount of any penalties imposed by the Insurance Companies following the occurrence of such events, and with any additional sums by way of compensation for damage. Further, should an accident occur with or without a counterparty under such circumstances, Athlon may charge the Client the full amount of the vehicle repair. In the event of total loss of the vehicle due to tampering, removal and/or deactivation of the devices, Athlon reserves the right to charge the Client an amount equal to the value of the vehicle entered in its accounting books at the date of the event. Finally, at its sole discretion and upon issuance of notice to the Client, Athlon reserves the right to remove the device (GV Targa box and/or GL or TEXA TMD MK3 Targa box and/or TEXA MPK3 DIAG) installed on each vehicle, resulting in interruption of the Service and payment of any agreed fee. In particular, if there is a malfunction or failure of the device, the Client shall proceed with vehicle recovery at the location specifically stated by Athlon. Should the fault or malfunction of the device depend on a manufacturing defect of the latter, the cost of repair and/or replacement shall be met by Athlon. If, however, the fault or malfunction is due to lack of care or tampering by the Client or by its authorized driver or due to causes attributable to the Client or its authorized driver, the cost of new installation, maintenance, repair and/or replacement shall be met by the Client;
- d) make the vehicles available to Athlon whenever necessary to perform an activity linked to the use / operation of the devices installed thereupon;
- e) keep safe (to ensure confidentiality), at its own expense and liability, the password provided by the Operations Center (and in general all access credentials, authentication, etc. relevant for provision of the Service) which can be used to recover a stolen vehicle or to contact

Athlon Car Lease Italy S.r.l. a Socio Unico – company capital Eur 10,000
Via Carlo Veneziani n°56 – 00148 Rome Tel (+39) 06 412071 – Fax (+39) 06 41207222
VAT VAT/TaxCode 10641441000 –R.E.A.:RM-1245920 – www.athlon.com/it.

Stamp_____



the authorized driver in case of accident detection, with Athlon being totally indemnified and held harmless for any damage, charge, cost, expense, compensation, etc. deriving, either directly or indirectly, from loss or misplacement, for whatever reason, of the password and all other access/authentication credentials (in case of loss of the password, the user must call 011239931 identifying himself with NAME, SURNAME and CONTRACT NUMBER. The operator works Monday to Friday 9 a.m. to 6 p.m., and shall send the password to the email address or mobile phone number associated with the user).

It is understood that all the obligations referred to thus far must be constantly complied with by the Client for the entire duration of the lease and **IntellyAthlon** service, relieving and holding Athlon harmless from any damage, charge, cost, expense, compensation, etc. directly or indirectly arising therefrom.