

MOTORCYCLE RENTAL CONDITIONS

ARTICLE 1) GENERAL CONDITIONS AND REQUIREMENTS.

By taking charge of the vehicle, the Renter is nominated its keeper, and declares specifically to know and accept in totality all the present clauses and conditions of contract. The Renter understands he has no real claim to the rented vehicle or the provided accessories and that he cannot dispose of them in any way.

By accepting this contract, the Renter declares to be of the right age and to have the appropriate driving licence to drive the vehicles in question.

DOCUMENTS REQUIRED FOR RENTAL: current driving licence valid in Italy, ID card/passport. "2 Stroke Tuscan Tour" (henceforth called "Owner") provides the Renter (henceforth called "Renter") with the following motorcycles: Honda ns 400 r, Yamaha rd 500, Suzuki rg 500, Bimota 500 V2 (and any other substitute motorcycle) to use exclusively for the tours organized by 2 Stroke Tuscan Tour.

The motorcycle is handed over in perfect condition and working order and must be returned by the Renter to the Owner in the same conditions at the end of the rental period.

The Renter, by signing the rental contract for the vehicle and accepting the present general conditions, declares that he/she has verified that the motorcycle is in good condition and appropriate for the agreed use. The Renter agrees not to provide false information about himself, his age, address and general conformity to the driving laws, explicitly exempting the Owner from any damaging consequences which might arise from such false declarations. Whoever signs the lease in the name of or on behalf of a third party is jointly liable with them for the execution of the obligations of this rental agreement. Whatever the case, the Renter is responsible for the actions and omissions of anyone who operates the motorcycle.

ARTICLE 2) OBLIGATIONS OF THE RENTER.

The Renter agrees:

2.1. To drive the motor vehicle wearing the approved helmet, to use the vehicle, together with the equipment provided, with the utmost care and in compliance with all applicable laws.

2.2. To use the vehicle with care and prudence, to not subject it to

high speeds or excessive strain and to not use it in contests or competitions. The Renter is entirely responsible for any damage suffered by the motor vehicle through negligence or willful neglect (falls, accidents, dents).

2.3. To see to the direct payment of any fines, tolls or parking fees accumulated during the rental period.

2.4. To indemnify the Owner from any and all claims and/or requests made by third parties for damages suffered by them and/or suffered by their property in any way related to this rental.

2.5. To return the vehicle in good order and in the same conditions as at the beginning of the rental period. Any damage to the motorcycle will be noted at the time of return and the cost of repair due from the Renter will be calculated.

2.6. To recognize that he/she has no real right over the rented vehicle or the accessories supplied and is therefore unable to dispose of them any way.

2.7. To fully indemnify the Owner from any and all financial claims made by third parties for any damage suffered directly or indirectly by the Renter.

2.8. Not to hand the bike over for use by anyone else, under any circumstances, without the consent of the Owner.

2.9. The Owner reserves the right to repossess the vehicle at any place and time, in the event of a breach of the provisions of this Article.

ARTICLE 3) COMMITMENTS OF THE RENTER.

The Renter agrees never to drive or operate the vehicle:

3.1. Under the influence of drugs, narcotics, alcohol or intoxicants, or any other substance which may limit his/her judgment or ability to react.

3.2. In the context of a race, speed test or on a race track.

3.3. For any illegal purpose.

ARTICLE 4) THE OWNER'S LIMITATION OF LIABILITY.

The Owner shall not be held liable to the Renter, that is the Renter

of the motorcycle or to any passengers, for damages of any kind, including economic damages, which the aforementioned may suffer due to any accident or operational defect of the vehicle.

Likewise the Owner cannot be held responsible for any damage incurred as a result of theft, riots, war, force majeure or unforeseeable events.

ARTICLE 5) RESERVATIONS AND CANCELLATION.

The booking of vehicles may be made via email. When booking the vehicle, the Renter must provide a copy of his driving license and ID card or passport. The Renter shall pay 30% of the rental price at the moment of the reservation. The Renter agrees not to supply false documents or false information and assumes all liability arising from a breach of this clause.

In the event of cancellation by the Renter, the Owner will return the money received unless the cancellation is made less than 30 days before the start of the booked tour.

In the latter case the organizer undertakes to propose an alternative date to recoup the tour.

ARTICLE 6) DELIVERY AND RETURN.

Upon delivery of the motor vehicle the Renter is required to check the condition of the rented vehicle and must make any comments about the state of the bodywork or the mechanics in writing. The vehicle must be returned into the hands of an appointee of "2 Stroke Tuscan Tour".

The vehicle must be returned with all the accessories, keys and documents present on delivery by the Owner. Otherwise, the Renter agrees to pay a penalty (see Article 14). In the event of early termination of the rental period by choice of the Renter, or at least not out of necessity, nor by fault or request of the Owner nor due to technical failure of the vehicle not attributable to the Renter, the Renter will not be able to obtain reimbursement of the fee for the remaining period of non-use of the vehicle.

ARTICLE 7) PAYMENTS.

Upon reservation, the Renter is required to pay a deposit of 30% of the rental cost, the balance must be paid at least 30 days before the start of the Tour. Payments must be made by Bank transfer to the

account indicated by "2 stroke Tuscan Tour".

ARTICLE 8) DEPOSIT.

At the moment of hire, the holder of the rental agreement will be required to give his credit card number as a guarantee.

The Renter's liability waiver does not apply in the following cases:

- 1 - In the case where the Renter causes damage due to being under the influence of drugs or alcohol.
- 2 - In the case where the Renter causes an accident involving one or more motor vehicles rented from "2 Stroke Tuscan Tour".
- 3 - If the Renter is responsible for the theft of the rented vehicle.
- 4 - If the Renter directly causes an accident due to behavior which can be deemed irresponsible, dangerous or against the road safety regulations.

Only credit cards with embossed numbers belonging to the main banking circuits (Visa, Mastercard and Maestro) will be accepted. The deposit will not be cashed but may be used to cover any expenses relating to loss of keys or documents belonging to the vehicle. The deposit may also be used to cover damages to third parties, which involve the payment of the insurance excess.

The Renter agrees to indemnify the Owner for any damages resulting from the theft of the vehicle, or parts thereof not covered by the insurance policy of the vehicle, and to pay in full the value of the excess indicated in the insurance policy.

This agreement assigns the Renter restricted use of the motorcycle whilst the vehicle itself remains in full possession of the Owner. The Owner reserves the right to terminate the contract in the case of violation of the articles of this agreement, at his sole discretion, and may demand the immediate return of the vehicle in question by the Renter. The Owner shall not be in any way held to refund the difference in the rental price for the tour period lost and may withhold that amount if damages to the motorcycle amount to more than the deposit paid.

ARTICLE 9) INSURANCE COVER.

Insurance - All vehicles are covered by liability insurance (RCA) in accordance with existing laws that cover damage caused to third

parties, except the Renter. The validity of the insurance cover provided by "2 Stroke Tuscan Tour" is subject to the Renter's compliance to all the stated requirements. The RCA policy has a limit of €2,500,000.00, which the Renter must be aware of. After this maximum the insurance company will not pay any damages caused by the Renter. Therefore the responsibility will fall in full to the Renter.

The Renter is not covered by insurance in the following cases:

- 1 - For damage to the rental vehicle caused by an accident in which the Renter is responsible.
- 2 - When the vehicle is used for illegal purposes, for speed racing or any kind of contest.
- 3 - When the hired vehicle is driven by a person under the influence of alcohol or drugs.
- 4 - For damages caused intentionally or by failure to observe the road safety regulations, or by negligence on the part of the Renter.
- 5 - For damages of civil liability and property damage to third parties and anything beyond the policy limits.
- 6 - For damages caused by theft and fire.

The Renter is responsible in the case of fire and theft of the vehicle. This responsibility is conventionally limited, except in the case of willful misconduct or gross negligence by the Renter, for a maximum amount that varies according to the rental vehicle and is referred to as "excess" in the lease agreement. The damages are the sole responsibility of the Renter in the event of willful misconduct or gross negligence by the Renter, and in cases where the insurance does not fully compensate the damage. "2 Stroke Tuscan Tour" may, at its sole discretion, refuse to grant a replacement vehicle in the case of theft, fire or serious accident to the rental vehicle, regardless of the reasons which led to the event.

ARTICLE 10) ACCIDENTS.

If an accident should occur, the Renter agrees to:

- 1 - notify the Owner immediately.
- 2 - follow the instructions provided by the Owner with regard to custody and/or repair of the vehicle.

The Renter also agrees to compensate the Owner for any damages caused to the vehicle, to its parts or accessories, and to pay all administrative costs relative to the accident.

ARTICLE 11) TECHNICAL FAILURE.

In the event of technical failure of the rented vehicle not attributable to the Renter, and which precludes the possibility of using the vehicle, the Owner will, if possible, replace the vehicle but not necessarily with the same model. If this is not possible, the Owner will reimburse the Renter for the rental period paid but not used (compensation for further damages is conventionally excluded).

All tire punctures must be repaired at the expense of the Renter. In the case of abandonment of the vehicle without authorization, the Renter will be obliged to pay all direct and indirect expenses necessary to recover the vehicle, plus a fine of €500.00 (five hundred euro).

ARTICLE 12) SEIZURE OF THE VEHICLE.

In the case of seizure/confiscation of the motorcycle by the judicial authorities for reasons attributable to the Renter, "2 Stroke Tuscan Tour" will charge the Renter the daily rental calculated by this contract, until the vehicle is released, including lost revenue in relation to any subsequent tour.

ARTICLE 13) RULES OF HIRE.

The prices quoted are inclusive of VAT and RC third party liability insurance with an excess in the case of accident, fire and theft not covered. Hire by learner drivers is not permitted.

ARTICLE 14) FINES

Loss and/or damage and/or theft of documents - €250.00

Loss and/or damage and/or theft of keys - from €500.00

Loss and/or damage and/or theft of license plate - €700.00

Abandonment of vehicle - €2,000.00.

ARTICLE 15) LIABILITY INDEMNIFICATION

The Renter agrees to indemnify "2 Stroke Tuscan Tour" from any responsibility towards himself (the Renter), the driver, third parties and assigns, for damages of any nature including economic

damage to them as individuals or their property as a result of malfunction of the vehicle or traffic accidents, or for any other reason. In any case, the Owner cannot be held responsible for any damage incurred as a result of theft, riots, accidents, earthquakes, fires, bad weather, war or force majeure and unforeseeable events.

ARTICLE 16) DISPUTES

The present Rental Agreement is governed exclusively by Italian Law. For any controversy arising from relations governed by the "Contract Documents", exclusive jurisdiction is awarded to the court of the registered office or legal residence of the Owner (Siena).

ARTICLE 17) TRANSLATION

In the case of any contrast between this version and the parallel one in English, the Italian document shall prevail, of which the English version is merely a translation.

ARTICLE 18) PRIVACY

In execution of the Articles 10 and 11 of Law 675/1996 laying down detailed rules for the protection of persons and other subjects regarding the processing of personal data, "2 Stroke Tuscan Tour" informs the Renter that the collection and processing of personal data will be carried out by the Owner with the following purposes:

- a) to give effect to contractual obligations;
- b) for marketing and advertising purposes;
- c) to send information and promotional material;
- d) to perform statistical analysis for marketing purposes;
- e) to comply with obligations imposed by laws and regulations, including the European Community, as well as provisions to do so imparted by authorities and bodies of vigilance and control; the treatment will be managed by "2 Stroke Tuscan Tour", or through third parties, in accordance with the rules of confidentiality and security required by law. "2 Stroke Tuscan Tour" informs the user that the provision of data relating to identity, address and payment is indispensable for the execution of the contract, and therefore the lack of consent will be an impediment to the provision of services offered by "2 Stroke Tuscan Tour".

Article 13 of Law 675/1996 recognizes the following rights:

- free access to the register kept by the Guarantor for the protection of personal data, to verify the existence of personal data which may affect you;
- to be informed of the Holder and, if appointed, the Manager of the data, as well as the purposes and methods of use;
- the cancellation, transformation into anonymous form, or blocking of the data processed in violation of the law;
- the updating, rectification or integration of data;
- the attestation that the operations mentioned in the preceding paragraphs have been brought to the attention of the persons to whom the data have been communicated or disseminated;
- to oppose data processing for legitimate reasons;
- to object, in whole or in part, to the processing of data that relate to you for purposes of commercial information, sending of advertising material or direct selling or for carrying out market research or interactive commercial communication and to be informed by the Holder of the possibility to freely exercise this right. The Holder of the data processing pursuant to Law 675/1996 is "2 Stroke Tuscan Tour" with whom you can exercise your rights under art. 13 of Law 675 /96.

Having received the data of article 10, having acknowledged the rights of article 13 of Law 675/1996, I authorize the treatment of my personal data by "2 Stroke Tuscan Tour". In case of breach of contract, personal data may be disclosed or transferred to third parties for the sole purpose of enabling the recovery of the debt. Pursuant to and for the purposes set out in 1341 DC - 1342, I declare that I have read, understood, and approved the clauses and articles listed above.

The act of booking by the Renter and upon payment of the fee equal to 30% of the total cost of the tour implies the manifest acceptance of the terms and conditions of this rental agreement.

The Renter declares to take full knowledge of this and to accept the terms and conditions of hire.