#### 1. Definitions.

The following terms have the following meaning the Agreement: "Renter" is the person or entity identified in the Underlying Rental Agreement (as defined herein) as the renter of the Vehicle. "Rental Agreement" or the "underlying Rental Agreement" means the rental vehicle agreement that you consent and agree to at the inception of any rental or other use of any Vehicle "Additional Driver" means a person we list on the Rental Agreement. "Authorized Driver" means the renter and any Additional Driver, as being any driver noted in the underlying Rental Agreement as an authorized driver, and any other individual only where required by applicable state law. Only Authorized Drivers are permitted to drive the Vehicle. An "Unauthorized Driver" means anyone who is not an Authorized Driver, nor any Additional Driver, nor any other individual as required by applicable state law. Agreement provided that each such person has a valid driver's license issued by any state or territory within the United States for the duration of the rental period or their reservation period (or any other kind of license to use or operate the vehicle as required by state law), whichever period is longer and is at least 21 years of age. Authorized Drivers are the only persons permitted to drive the Vehicle. To the extent permitted by law, we may charge an additional fee for each Authorized Driver (other than the renter). Only 1 Authorized Driver is included in the basic protection plan. To get up to 3 authorized drivers the premium protection plan is required. Any additional Authorized Drivers must be present at the time of rental and meet age and driver's license requirements. Additional Authorized Drivers are allowed with the Basic, with no additional cost, for the following cases: Spouse, child, sibling, parent or grandparent, the renter's business partner, employer or fellow associate. "Vehicle" means the motor vehicle identified in the underlying Rental Agreement and any vehicle we substitute it for, and all its tires, tools, accessories, equipment, keys, and Vehicle documents, but "Vehicle" does not include portable navigation devices or other optional equipment ("Optional Equipment") that you rent from us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. "Diminished Value" means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law.

# 2. Rental, Indemnity, and No Warranties.

The Agreement is a binding contract for rental of the Vehicle. The price you are provided on your Rental Agreement is only for the rental period specified on the Rental Agreement. If you return your Vehicle early or late your price is subject to change. To the extent permitted by law, we may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law, you agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting

from or arising out of this rental and your use of the Vehicle; and We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose. You agree not to alter the Vehicle or any Optional Equipment. If you or an Authorized Driver determine the Vehicle or any Optional Equipment is unsafe, you or the Authorized Driver shall stop operating the vehicle or Optional Equipment and notify us immediately.

# 3. Electronic Communications, Telematics Notice and Release.

You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. You acknowledge these systems may use cellular telephone, wireless technology, Bluetooth technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property caused by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors. Your use of a telematics system during the rental is subject to the terms of service and privacy policy of the third-party telematics system provider. The Vehicle may collect and store personal information if you chose to connect your smartphone or other device to the Vehicle's Infotainment System. INDIE CAMPERS does not access, collect, or use any information that may be stored by the Infotainment System. If you choose to connect your device to the Infotainment System, you are representing that you understand that information from your device may be stored by the Vehicle's Infotainment System.

# 4. Condition and Return of Vehicle.

You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid

levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it. If the vehicle is not returned with the same fuel level as at pick-up, the Hirer will be charged a fee communicated at the pick-up location FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA -- Warning: California Vehicle Code Section 10855 provides the following: If a person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within 72 hours after the lease or rental agreement has expired, the person shall be presumed to have embezzled the vehicle." On January 1, 2024, California Vehicle Code Section 10855 will be amended and the following shall apply: "If a person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within five days after the lease or rental agreement has expired, the person shall be presumed to have embezzled the vehicle.

5. Responsibility for Vehicle Damage or Loss and Third-Party Damages; Reporting to Police; Responsibility for Fees; Responsibility for Optional Equipment. Liabilities.

You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, our administrative expenses incurred processing a claim, and all other damages permitted by California Civil Code Section 1936 or other similar state law that may apply or govern. You must report all accidents and incidents of theft and vandalism to us and the police as soon as you discover them. Your responsibility for damage to or loss of the Vehicle is limited by law in the following jurisdictions: FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA - You are responsible for all damage to and loss of the Vehicle caused by collision whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle calculated in accordance with California law; (ii) if we determine that the Vehicle is repairable: the reasonable estimated retail value or actual cost of repair up to the fair market value; (b) an administrative fee in accordance with California Law; and (c) all actual charges for towing, storage, and impound fees. You are also responsible for missing equipment. You are responsible for loss due to theft of the Vehicle and all damage due to vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum related to the fair market value of the vehicle. Permitting a person who is not an Authorized Driver to use the Vehicle is not an exercise of ordinary care, but a willful and reckless act, and is a breach of this Agreement. a. Optional Equipment. Upon request and subject to availability, we offer certain Optional Equipment, considered as extras, for your use during the rental at an additional charge. All Optional Equipment is rented "AS IS" and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the

cause. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied, or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device ("GPS") from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount ("GPS Accessories"). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement. b. Use of Vehicle in a Camping Location. If you will be using the Vehicle in any camping location, park, or similar location, you hereby agree to park, use and operate the Vehicle in such location in compliance with the laws of such location, including, but not limited to, obtaining all proper licenses and permits to park, use or operate the Vehicle in such location, paying for all fees in relation to parking, driving, using, or operating the Vehicle at such location, and to adhere to all rules, codes, guidances, and requirements of such location and related to the use of the such location. c. Return of Vehicle. You must return the Vehicle at the due-in date in the same condition that you received it, except for ordinary wear and tear. You must clean the Vehicle and remove all articles, properties, equipment, or items that you, the Authorized Driver or any of your passengers brought into the Vehicle. You may be charged a reasonable cleaning fee. if the Vehicle is returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle. This cleaning fee is separate from any damages or losses to the Vehicle for which you remain responsible for, whether such damage occurred to the Vehicle or any property or equipment within or attached thereto.

# 6. General Prohibited Use of the Vehicle.

We will not waive your responsibility, if you gave us false, fraudulent or misleading information prior to the rental or during the rental or to extend the rental period, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a felony or other crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Rental Agreement, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (I) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; or (q) results from driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental. FOR RENTALS WITH PICK-UP LOCATIONS IN CALIFORNIA - NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY -- You are responsible for all collision damage to the Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees, subject to renter's liability, Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the Vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable. Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. You will be held responsible if, in each case: (a) damage or loss results from an Authorized Driver's (i) intentional, willful, wanton, or reckless conduct, (ii) operation of the Vehicle under the influence of drugs or alcohol in violation of Section 23152 of the California Vehicle Code or similar applicable state laws, (iii) towing or pushing anything, or (iv) operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (b) damage or loss occurs while the Vehicle is (i) used for commercial hire, (ii) used in connection with conduct that could be properly charged as a felony, (iii) involved in a speed test or contest or in driver training activity, (iv) operated by a person other than an Authorized Driver, or (v) operated outside the United States; or (c) an Authorized Driver has provided fraudulent information or false information to us and we would not have rented the vehicle if we had instead received true information. a. Lost or Damaged Keys or Key Fobs. Even if you do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest INDIE CAMPERS location if you lose the keys or key fob to the Vehicle; and b) a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest INDIE CAMPERS location if you lock the keys or key fob in the Vehicle and request assistance from INDIE CAMPERS, flat tire service, and jumpstarts.

# 7. Specific Prohibited Uses.

Where permitted by law, in addition to the prohibitions listed above in the General Prohibited Uses section, unless granted permission by INDIE CAMPERS, shall be considered prohibited uses of the Vehicle ("Prohibited Uses") where the Vehicle is used, operated or driven in the following: • By anyone without first obtaining INDIE CAMPERS's written

consent; • By anyone who is not a qualified and licensed driver with the proper licenses as required by applicable state law; • By anyone whose driving license is suspended in any jurisdiction; • To use or operate the Vehicle in Mexico or any other country outside of the United States except for Canada. Any use or operation of the Vehicle in Mexico or any other country outside of the United States except for Canada is prohibited and a material breach of the Agreement by you. • To use or operate the Vehicle outside of the United States, including Canada, without our written consent and without first having or obtaining special liability coverage with your insurance applicable to use or operate the Vehicle in such applicable location or country; • To use or operate the Vehicle Death Valley between the dates 1st May and 30th September. • To carry persons or property for hire, livery, On-Demand service, or Transportation Network Company (Uber, Lyft, etc.); • To carry dangerous or hazardous items or illegal material; • To teach anyone to drive; • To propel or tow any vehicle, trailer or other object; • In any race, test or contest; • For or in furtherance of any crime or illegal purpose or in the commission of a crime; • To instruct an unlicensed person in operation of vehicle; • If the vehicle is obtained from INDIE CAMPERS by fraud or misrepresentation; • To carry persons other than in the passenger compartment of the Vehicle; • Loading the vehicle beyond its rated capacity; • Parking, using or operating the Vehicle in a camping or exclusive location in violation of the laws of such location, including, but not limited to, not obtaining all proper licenses and permits to park, use or operate the Vehicle in such location; • While under the influence of alcohol or other intoxicants such as drugs or narcotics or under any other physical or mental impairment which adversely affects the driver's ability to operate the Vehicle; • By anyone under the influence of a prescription or non-prescription drug or alcohol; • Smoking or vaping in the Vehicle; • Using or operating the Vehicle after an accident with the Vehicle unless and until you summon the police to the accident scene; • Intentionally causing damage to or loss of the Vehicle; • Used or operated in the driver's seat by anyone younger than the minimum age set forth in this Agreement; • Using the Vehicle in violation of any "rules of the Road" or vehicle safety and operations training or instructions that we provide to you at the time of rental; • Sitting, standing or lying on the roof of the Vehicle; • Driving, using, or operating the Vehicle on other than a paved road or graded private road or driveway; and • Driving, using, or operating the Vehicle in an unsafe, reckless, grossly negligent, or wanton manner. Violating a traffic law or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred. Prohibited use of the Vehicle violates this agreement. voids all liability and other insurance coverage (where permitted by law), makes Vehicle subject to immediate recovery by INDIE CAMPERS, and makes you responsible for all loss of or damage to or connected with the Vehicle, regardless of the cause, including but not limited to INDIE CAMPERS's expenses, including loss of use.

# 8. Gas Policy.

Models with Portable Cookers: Customers who have pre-paid for gas will receive 2 full disposable canisters of gas (220g). Additional gas canisters can be purchased throughout the rental period at the Hirer's own expense. Models with Built-in Cooker/Stove with tank gauge: The vehicle must be returned with, at least, the same gas level as at pick-up. Otherwise, the Hirer will be charged a service fee communicated at the pick-up location. Additional gas cartilages or refills can be purchased throughout the rental period at the Hirer's own expense.

# 9. Generator Policy.

Some vehicle models offer generators. The value of the fee per hour of usage, as determined by an installed running time meter, is communicated during the booking process. The total charge will be charged at drop-off.

# 10. Mileage Policy.

1)All bookings include a fixed number of miles per night for free, which may vary according to seasonality and number of nights. 2) Customers have the option to add extra miles packages or unlimited miles before their trip during the booking process. 3) Any additional miles will be charged at drop-off. The value of the fee per extra km/mile for each reservation is communicated during the booking process, as it might vary with the pick-up location and vehicle model. For Subscription bookings, the number of included kilometers for free is 1.000kms per month or 10.000kms per year. For an additional cost, monthly packages of plus 500kms/month and plus 1.000kms/month can be added to the booking. Additionally, if the booking has a duration of one year, yearly packages of plus 6.000kms/year, plus 12.000kms and plus 18.000kms can be added to the booking. If the Client exceeds the limits of 1.000kms per month or 10.000kms/year without subscribing any monthly/yearly packages of extra kms or if such packages were also exceeded, the Rental Company will charge an additional fee per each km/mile above the said limits. The value of the fee per extra km/mile for each subscription is communicated during the booking process, as it might vary with the pick-up location and vehicle model.

#### 11. Insurance.

We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We also provide primary auto liability insurance that covers bodily injury ("BI") and property damage ("PD") liability coverage with limits no higher than the minimum amounts stated in the financial responsibility insurance ("FR") laws of the state whose laws apply to the loss. Our insurance includes personal injury protection ("PIP") or medical payments. Medical Payments are limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher. Our insurance also includes no-fault, and uninsured/under-insured motorist coverage up to the minimum amounts required by the laws of the state whose laws apply to the loss. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an Unauthorized Driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report. You agree to and shall maintain automobile insurance ("Customer's Insurance") during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: (a) BI and PD liability coverage with limits at least at the minimum amounts stated in the FR laws of the state whose laws apply to the loss; (b) PIP, medical payments, no-fault, or similar coverage where required by law or otherwise; (c) uninsured ("UM") and underinsured ("UIM") coverage where required by law or otherwise, and (d) comprehensive and collision damage coverage extending to the rental vehicle. You hereby agree to provide and Customer's Insurance shall provide at least the minimum limits of coverage required by the FR laws of the state where the loss occurs. You hereby agree that the Customer's Insurance shall be used in the first instance needed or for any loss prior to use of our insurance, and you hereby agree to fully cooperate in any manner requested by us to insure that the Customer's Insurance is promptly notified and processing such request for use of the Customer's Insurance in relation to any loss or damage or as needed by us. In states where the law requires us to provide insurance, we will provide excess insurance only, up to the minimum limits required by the FR laws of the state where the loss occurs. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of BI and PD only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. You hereby agree that you must obtain our written consent and have or obtain special liability coverage from your insurance to cover, use or operate the Vehicle in Canada or Mexico, or any other location outside of the United States. You may not operate the Vehicle outside of the United States without our written consent. Where permitted by law, You reject UM, UIM, supplemental, PIP, and no-fault coverages. Where we are required to provide any such coverage, You are afforded the minimum limits required by law. Any breach of this rental agreement will void any insurance coverage. You understand that you are not an additional insured under INDIE CAMPERS's insurance for collision, upset and comprehensive damage to the Vehicle. INDIE CAMPERS's Liability Insurance Policy Number is 102315. THE CALIFORNIA DEPARTMENT OF INSURANCE MAINTAINS A TOLL-FREE CONSUMER HOTLINE. 800-927- 4357(HELP).

# 12. Charges, Tolls, Traffic Violations and Costs.

a. Charges and Costs. You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including, but not limited to: (a) the charges and fees shown on the Rental Agreement and all charges for the time and mileage rate set forth in the reservation for the initial Reservation Period; (b) a mileage charge based on our experience if the odometer is tampered with; (c) any taxes, surcharges or other government-imposed fees that apply to the transaction; (d) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (e) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (f) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle or any fees required as a result of any bugs, flees, cockroaches, bed bugs, rats or other pests found inside the Vehicle following your use, if applicable; and (g) towing, impound, storage charges,

forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer. b. Website Terms, Conditions and Cancellations. All other terms, charges and cancellations are pursuant to and must follow the terms and conditions found at https://indiecampers.com/terms-and-conditions (the "Website Terms") which are hereby incorporated by reference, including, without limitation, the cancellation policies as it relates to cancellations by you or the host of the Vehicle. You hereby agree to have read and agree to abide by the Website Terms. c. Tolls and Traffic Violations. You are responsible for paying the applicable charging authorities directly for all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each, a "Violation") assessed against you, the Vehicle or us during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm of our choosing ("Processor") the Violation, Toll, and an administrative fee of up to \$60 for each such notification. You authorize us to release your rental and payment card information to the Processor for processing and billing purposes. If we or the Processor pays a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental. For rentals with pick-up locations in the state of California, we will be responsible for any fines assessed against you, us, or the Vehicle that are based solely on the Vehicle's lack of toll transponder.

# 13. Deposit.

The security deposit can only be paid by credit/debit card (Visa, AMEX or Mastercard), and the credit/debit card owner must be present at the pick-up. Only debit cards which allow a hold deposit to be processed will be accepted. Under no circumstances will we accept a deposit to be charged as a transaction on any card type. We recommend you check with your issuing bank whether your debit card will allow a hold deposit to be processed. You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$3000, or the amount listed on the Rental Agreement. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to use under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available. ATTENTION — NO PREMIUM PROTECTION PLAN AVAILABLE AND ADDITIONAL SECURITY DEPOSIT RULES FOR RENTALS AROUND BURNING MAN FESTIVAL AII departures from select locations will require an increased Security Deposit of 2,499EUR, in order to ensure vehicles are returned in the same manner they are offered. Additionally, the Premium Protection Plan is not available for these bookings. These policies apply for ALL rentals meeting the following conditions: PICK-UP DATES — August 24th - August 30th DROP-PFF DATES — August 24th - September 10th PICK-UP LOCATIONS — San Francisco Los Angeles, Las Vegas, and Salt Lake City.

# 14. Your Property.

You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. If you pair your device during the rental, you should unpair it and wipe all personal information from the Vehicle's systems before returning it.

# 15. Breach of Agreement.

The acts listed in Paragraphs 6 and 7 are prohibited uses of the Vehicle and breaches of this Agreement. You will breach this agreement if you allow any person other than the Renter or an Authorized Driver to operate the Vehicle. If an Unauthorized Driver damages the Vehicle or injures others, we will hold you responsible for the damage. You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your breach of this Agreement.

#### 16. Modifications.

BY RENTING ANY VEHICLE OR USING ANY OTHER SERVICES OF THE COMPANY, YOU HEREBY AGREE AS FOLLOWS: (A) No term of this Agreement can be waived or modified except by a writing signed by one of the Company's authorized representatives. INDIE CAMPERS counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date, unless explicitly authorized by INDIE CAMPERS. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. (B) The Company reserves the right, at our discretion and at any time, to make changes to any of the provisions of this Agreement, including without limitation changes to any of the terms and conditions governing a rental of a Vehicle prior to inception, the Company's Privacy Policy (as defined in Section 18(a), or the Company's Website Terms (as defined in Section 9(b)) (hereinafter "Updates to this Agreement"). (C) The Company may take any reasonable efforts to post any such Updates to this Agreement. including without limitation posting such Updates to this Agreement on the Company's main website; (D) Rental of any Vehicle or continued use of any of the Company's Services by you shall automatically constitute your immediate acceptance of and consent to all of the

#### RENTAL AGREEMENT TERMS AND CONDITIONS FOR US ONLY

Updates to this Agreement and you will thereafter be bound by such Updates to this Agreement. (E) If you do not agree to such Updates to this Agreement, then you should immediately discontinue using the Company's Services, including any Vehicle..

# 17. Severability.

If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

#### 18. Waiver.

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Vehicle.

# 19. Governing Law; Arbitration Agreement and Class Action Waiver.

READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND IMPACTS HOW CLAIMS YOU AND COMPANY MAY HAVE AGAINST EACH OTHER ARE DETERMINED (a) Governing Law. You hereby expressly agree that the laws of the State of Delaware, excluding its conflict of laws rules, shall govern the Agreement. (b) Arbitration Agreement and Class Action Waiver. You and INDIE CAMPERS each waive their right to a jury trial or to participate in a class action pursuant to the following terms. You and INDIE CAMPERS agree to arbitrate all claims, controversies, or disputes of any kind ("claims") against each other, including but not limited to claims arising out of or relating to this agreement, or our products and services, charges, advertisings, or rental vehicles including without limitation claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law. The arbitrator, and not any federal, state, or local court or agency, shall have authority to resolve all disputes relating to the interpretation, applicability, enforceability, or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable. You and INDIE CAMPERS agree that no claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply. The parties agree, however, that either party may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action. 'priThe parties also agree that claims involving a third-party insurance company separately providing coverage to you, personal injury claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

# 20. Dispute Resolution Procedure.

Before asserting a claim in any proceeding, you and INDIE CAMPERS agree that either party shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against INDIE CAMPERS, you must send the written notice of the claim to Attention: legal@indiecampers.com. If INDIE CAMPERS is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. No settlement demand or settlement offer used prior to any legal proceeding may be used in any proceeding including as evidence or as an admission of any liability or damages (or lack thereof) and shall remain confidential between you and INDIE CAMPERS. If you and INDIE CAMPERS do not resolve the claim within thirty (30) days after the above described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement, however, a single arbitrator will be selected according to AAA's Consumer Arbitration Rules. The AAA rules can be found at www.adr.org. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act. If you are an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, INDIE CAMPERS will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. You are responsible for all other costs/fees that you incur in arbitration (e.g. fees for attorneys, expert witnesses, etc.). If any portion of this "Dispute Resolution Procedure" section or the "Arbitration Agreement and Class Action Waiver" section are deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this "Dispute Resolution Procedure" section and the "Arbitration Agreement and Class Action Waiver" section remain in full force and effect. However, if the "Arbitration Agreement and Class Action Waiver" section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

# 21. Personal Information; Company's Privacy Policy.

a. Company's Privacy Policy. You hereby agree that us of any and all Company Services, including without limitation your rental of any Vehicle, is subject to the Company's Privacy Notice, a copy of which is available here https://indiecampers.com/privacy, and which is hereby incorporated by reference into this Agreement (the "Privacy Policy"). IN ADDITION TO ANY OTHER APPLICATIONS OR USES OF PERSONAL INFORMATION AS SET FORTH IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTION 18(B) BELOW, THE COLLECTION, USE, DISCLOSURE AND OTHER PROCESSING OF YOUR PERSONAL INFORMATION IS GOVERNED BY THE COMPANY

PRIVACY POLICY. AS A RESULT OF SUCH INCORPORATION, YOU HEREBY AGREE TO COMPLY WITH THE COMPANY'S PRIVACY POLICY, AS IT MAY BE AMENDED FROM TIME TO TIME BY THE COMPANY. b. Additional Provisions About Use of Personal Information. In addition to any rights given to the Company pursuant to the Company's Privacy Policy with regard to the use of any of your personal information, you further agree that: (i) the information that you provide to Us may be used to the fullest extent permitted by law; (ii) You agree that We may, and you hereby authorize Us to, provide personal information in Our possession about you and other Authorized Drivers (including driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information) to applicable authorities or other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes, including disclosure to our affiliates or other third parties that conduct services on our behalf; and (iii) and you consent to us or our representatives contacting you. If you have any questions about this provisions or any of the provisions in the Company's Privacy Policy, please contact the Company as follows: Indie Campers USA Inc. 1201 N Orange Street Suite #805 Wilmington DE 19801-1186.

# 22. Safety of Children.

The Authorized Drivers hereby agree to abide by all child safety rules and regulations as applicable by state law, including, but not limited to, safety belt and not leaving children unattended. In California, it is illegal to leave a child 6 years or younger unattended in a motor vehicle. As may vary state by state, children must be secured properly in the Vehicle, including, but not limited to, using federally-approved child passenger restraint system or safety belts depending on the height and age of the child. Some states and local jurisdictions may require federally approved, crash-tested child restraint devices be used. FOR VEHICLES USED OR OPERATED IN CALIFORNIA -- Your child must be secured by either a federally-approved child passenger restraint system or a safety belt depending on their height and age. Children under 2 years old must be secured in a rear-facing child passenger restraint system unless the child is 40 pounds or more, or 3 feet 4 inches or taller. Children under 8 years old, or who are less than 4 feet 9 inches tall, must be properly secured in a federally-approved child passenger restraint system. A child may not ride in the front seat of an airbag equipped vehicle if they are in a rear-facing child passenger restraint system. Children who are 8 years old or older OR who have reached at least 4 feet 9 inches in height may use a properly secured safety belt meeting federal standards.

# 23. Incorporation.

a. The terms and conditions of the following are hereby incorporated by this reference into the Agreement: (i) the Company's Website Terms (as defined in Section 9(b)) herein, which can be found at https://indiecampers.com/terms-and-conditions, and You hereby agree to have read and agree to abide by the Website Terms, including, without limitation, any other charges and cancellation policies provided therein; (ii) the Company's Privacy Policy (as defined in Section 18(a)) herein, which can be found at https://indiecampers.com/privacy, and You hereby agree to have read and agree to abide by the Privacy Policy, including, without limitation, any amendments thereto; and (iii) any other documents, addenda, or

additional materials that we provide to you at any time during any rental of any Vehicle or that you may otherwise sign or consent to at any time during any such rental (collectively referred to as "Addenda or Additional Materials"). (b) If there is a conflict or ambiguity between the underlying Rental Agreement, the Website Terms, the Privacy Policy, this Rental Agreement Terms and Conditions for US Only, and any Addenda or Additional Materials (as such term is defined above in this Section 20(a)), then you agree to this priority: (i) first, the Website Terms shall control, and (ii) then, next, the terms of this Rental Agreement Terms and Conditions for US Only document shall control.

#### 24. MISCELLANEOUS PROVISIONS

24.1 Entire Agreement; Waiver; Severability. The Agreement (including without limitation the underlying Rental Agreement, this Rental Agreement Terms and Conditions for US Only document, the Company's Website Terms, the Company's Privacy Policy, and the Addenda or Additional Materials (as such term is defined above in this Section 20(a)), constitutes the entire contract and agreement between Company and you with respect to the subject matter hereof, and supersedes and replaces any prior agreements we might have had between us regarding such subject matter. The Company 's failure to enforce any right or provision of this Agreement will not be considered a waiver of those rights. If any provision of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions of this Agreement will remain in effect 24.2 Remedies. You acknowledge that monetary damages may not be a sufficient remedy for your breach of the Agreement and therefore you hereby agree that the Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law. 24.3 Binding Effect; No Assignment by Client; Permissible Assignment by Company. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, you do not have the right to assign this Agreement, in whole or in part, without the prior written consent of the Company (which it may or may not grant in its discretion). Any purported assignment in violation of this Section 21.3 shall be void. The Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns. 24.4. Counterparts. The Agreement, and any portions thereof, may be executed, assented to, and/or delivered in one or more counterparts, whether in .pdf, electronic format, email, or fax, or by electronically consenting to the same, each of which is deemed an original and all of which together is one and the same.