TRUCK RENTAL TERMS AND CONDITIONS

This agreement is between the person signing it ("I", "me", "my", "myself" or the "renter") and Hertz Canada Limited or the independent Hertz International Limited licensee identified on the Rental Record ("Hertz"). This agreement applies to the rented vehicle described on the Rental Record and all of its parts, accessories and equipment, the whole being defined as an automotive vehicle designed primarily to carry property (the "Truck"). These terms and conditions, the Rental Record signed by the renter and any other documents which the renter is required to sign when he or she rents the Truck, together constitute the agreement ("this Agreement"). All references to "Vehicle" on the Rental Record means the Truck. I, the renter, agree to all terms and conditions of this Agreement.

1. TRUCK CONDITION UPON ITS RETURN

I agree that the Truck is owned by Hertz and is in good condition. I agree to return the Truck in the same condition as I received it, ordinary wear excepted, to the location from which it was rented on the "due" date shown on the Rental Record. I agree that a service charge may be applied if I return the Truck to any location other than the location from which it is rented. This charge will be based on the cost determined by Hertz to have the Truck brought to the agreed location plus a reasonable surcharge. If I return the Truck after hours, I will be responsible for any damage to the Truck until Hertz has inspected and accepted it on the next day that the return location is open for business. **I agree a Return Change Fee will apply to any change in my scheduled return date, time or location. If I return the Truck before or after my scheduled return date and time and fail to notify Hertz, Hertz will charge me an Early/Late Return Fee.**. I acknowledge the Truck may be equipped with global positioning technology, or other telematics systems and a transmitter that allows Hertz to track or otherwise locate the Truck and privacy is not guaranteed. I acknowledge the data derived from telematics and other devices may contain personal information and I authorize Hertz to share that data with the device manufacturer, the original equipment manufacturer and affiliates (collectively "OEM"), Service Providers, and other Third-parties to whom Hertz or the OEM grants access. To the extent permitted by law, I authorize Hertz', the original manufacturer's (OEM) and any Third-party Service Provider's use of the technology included in the Truck, including to track the location of the Truck, to disable the Truck and to assist in the repossession of the Truck. I expressly consent and agree that Hertz may use electronic or verbal means to contact me, including manual calling, voice messages, text messages, emails or automatic telephone dialing systems. I acknowledge it is my responsibility to delete any Bluetooth synced data from the Truck upon my return. I acknowledge that, to the extent permitted by law, Hertz, the OEM and any Third-party Service Provider may collect, process, charge on the basis of, add to my customer profile and take disciplinary action on the basis of data derived from the telematics and other devices and gauges. Actions may include suspension or termination of my ability to continue to rent Trucks from Hertz or its affiliates. I authorize Hertz to provide personal information about me and each rental

I undertake using a Customer Discount (CDP) number or otherwise in connection with the rental to the CDP sponsor of the rental. Hertz makes no representations or warranties as to the use of such information by the CDP sponsor. I expressly discharge any claims of responsibility of Hertz regarding the misuse of information by the CDP sponsor. Such information may include, but not be limited to, Name; Birth date; Contact information (Phone number, E-mail address, Mailing address); Driver's license number, province of issuance and expiration date; credit card information; charges applicable to the rental; insurance information; Truck usage information (including geolocation, speed, and other data); Truck license plate issuing province and number; Truck make, model, year, mileage, color and number of doors; rental location; background and financial information; and rental history (including current rental and due date). I further acknowledge and agree the CDP sponsor may provide personal information about me to Hertz. The Truck may have telematics, tracking and related services in which case, I understand that my access and use of the Truck or the services is subject to the Truck, Service Provider's or device manufacturer's terms and privacy statement, which may include among other terms, service limitations, warranty exclusions, limitations on liability, wireless service provider terms and privacy practices. If I rent a General Motors brand Truck, I agree to the connected vehicle user terms, privacy statement and software terms available at www.onstar.com. I agree if upon my return, the Truck requires more than Hertz's standard cleaning, Hertz may charge me an additional fee to have the Truck cleaned.

2. COMPUTATION OF CHARGES

(a) I agree that rental charges are computed at the rates specified on the Rental Record. The minimum rental charge is for one rental day, or other period specified on the Rental Record, plus kilometrage charges (if any). Rental days consist of consecutive twenty-four (24) hours periods starting at the time the rental begins, unless a different period is specified on the Rental Record. The hourly rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day, or other period specified on the Rental Record, until such extra hours charged equals the applicable daily or other rate specified on the Rental Record. Extra hours are only charged if the Truck is returned one hour or more beyond the start of a new rental day or other period specified on the Rental Record. Prices on Hertz' website are only valid for customers booking from a source country in which they officially reside. If I book a rate from a source country in which I do not reside, it will be considered a fraudulent booking and Hertz maintains the right to cancel such reservation and not provide a refund. Although Hertz attempts to ensure all Hertz prices quoted on booking channels are accurate, errors may sometimes occur. Hertz will inform me as soon as possible if Hertz discovers an error in the price of my reservation and give me the opportunity to confirm booking at the correct price or cancel. If I cancel and have already paid for my rental, I will receive a full refund. If Hertz is unable to contact me, Hertz will treat my reservation as cancelled.

(b) I agree that kilometrage charges, if any, are based on the per kilometre rate specified on the Rental Record. The number of kilometres driven is determined by

subtracting the reading of the Truck's odometer or hubometer, if the Truck is equipped with one, at the beginning of the rental from the reading when the Truck is returned, excluding tenths of kilometres. The per kilometre rate is then multiplied by the number of kilometres driven. The result is the kilometre charge.

(c) I agree that an Early Return Fee of $25.00 will be applied if I return the Truck more than 24 hours before the date and time previously scheduled and I fail to notify Hertz more than 24 hours in advance of such change by calling Hertz at 1-800-654-4174. This fee will be applied in addition to any change in rental rate that occurs as a result of reducing my rental timeframe.

(d) I agree that a Late Return Fee of up to $15.50 per day, up to a maximum of five (5) days ($77.50), will be applied if I return the Truck more than 12 hours after the date and time previously scheduled, and I fail to notify Hertz of such change more than 24 hours prior to my scheduled return time by calling Hertz at 1-800-654-4174. This fee will be applied in addition to any change in the rental rate that occurs as a result of extending my rental.

(e) I agree that a Return Change Fee of $12.99 will be applied if I return the Truck to a different location from that which was scheduled, or if I return more than 24 hours before or 12 hours after the date and time previously scheduled, and I notify Hertz of an early return or return location change more than 24 hours in advance of the applicable return, or for an extension of my rental, notify Hertz by the return date and time previously scheduled. Hertz may be notified by calling 1-800-654-4174. This fee will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of my rental.

(f) I agree that a service charge may be applied if I return the Truck to any location other than the location from which it was rented. I agree than any change to my reservation may impact rental charges. Rental charges may be higher if I make changes to my rental, including a change to extend the rental, drop-of location or return the Truck prior to the scheduled return date.

(g) LDW and PDW charges, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

(h) I agree that taxes, tax reimbursements, vehicle licensing fees, governmental or other surcharges and similar fees are charged/recovered as and where required or permitted by law.

(i) I agree that recovery expenses consist of all costs of any kind incurred by Hertz in recovering the Truck either under this Agreement, or if it is seized by governmental authorities as a result of its use by me or any Authorized Operator, including but not limited to all attorneys' fees, court costs, and an administrative fee. I acknowledge and agree that, in accordance with applicable law and in an effort to collect outstanding Charges payable by me under this Agreement, Hertz may report personal information about me to collection agencies and/or credit reporting agencies/consumer reporting agencies, and I consent to such disclosure of my personal information.

(j) I agree that collection expenses consist of all costs of any kind incurred by Hertz in collecting Charges from me or any person, corporation or other entity to whom they are billed, including but not limited to, all attorneys' fees and court costs.

(k) I agree that charges for additional services such as Hertz NeverLost© In-Car Navigation System, alternate GPS or other navigational systems, or other additional services, if applicable, will be charged at the applicable rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

(l) I agree that if NeverLost units, GPS units or any separately provided product is lost, stolen or damaged while the Truck is on rent, I must notify Hertz and I will be responsible for any replacement, delivery and administrative costs.

(m) I agree that in the event it is determined by Hertz personnel that I smoked in the Truck (based on odor, test strips or other mechanism) or the Truck smells of cigarette, marijuana or other smoke, I will be charged a $400 smoking fee.

(n) I agree that if I lose the key/key fob to the Truck, Hertz may charge me for the cost of replacing the keys or key fob and for the cost of delivering replacement keys/key fob (if possible) or towing the Truck to the nearest Hertz location. If I lock the keys/key fob in the Truck and request assistance from Hertz, Hertz will charge me for the cost of delivering replacement keys / key fob (if possible) or towing the Truck to the nearest Hertz location.

(o) I agree that charges will continue to accrue until the Truck is returned to Hertz or, if the Truck has been stolen, until I report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

3. REFUELING SERVICE CHARGE

I agree that I am required to return the Truck with at least the same amount of fuel as when I received it. If I choose not to refuel the Truck, Hertz will provide the service of refueling it. Hertz will charge me for this service (the "Refueling Service Charge"). The Refueling Service Charge will be determined as follows:

- This charge will be the per litre rate specified on the Rental Record multiplied by Hertz's estimate of the number of litres required to refill the Truck's fuel tank. This estimate is made by using the manufacturer's specified tank capacity of the portion of the tank that is empty, as indicated by the Truck's fuel gauge.

4. LOSS OR DAMAGE TO TRUCK

Unless I have accepted the LDW or PDW on the Rental Record and it applies, I agree to pay Hertz for any and all loss of or damage to the Truck which occurs while the Truck is being rented to me or is under my care, custody or control regardless of fault,

including but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God. My responsibility for loss of or damage to the Truck will not exceed the retail fair market value of the Truck at the time it is lost or damaged, less its salvage value, plus actual towing, storage and impound fees, an administrative charge and a charge for loss of use, regardless of fleet utilization. As more generally provided in Paragraph 8, Hertz may process an appropriate voucher or payment slip against my credit card for these losses, costs and charges, together with any other applicable charges, at or following the completion of the rental. If I have accepted the optional Loss Damage Waiver (LDW), which is not insurance, Hertz will not hold me responsible for loss of or damage to the Truck, except (1) to the extent of the deductible, if any, specified on the Rental Record and (2) in the circumstances specified in the following paragraph. If I have accepted the optional Partial Damage Waiver (PDW), which is not insurance and which is not available for all rentals, Hertz will not hold me responsible for loss of or damage to the Truck up to an amount equal to the lessor of the following:

$1,000 or any deductible under my own automobile insurance that applies to the damage sustained by the Truck, except in the circumstances described in the following paragraph. If I accept PDW, my insurer will be billed for the full amount of the loss; only the applicable deductible under my policy (up to $1,000) is waived after the loss is paid. To the extent permitted by law, loss of or damage to the Truck resulting from any of the following will not be covered by LDW and PDW and the renter will be fully responsible for such loss or damage as provided in the following paragraph regardless of whether the renter accepted LDW or PDW:

- using the Truck in a manner prohibited by Section 5, below;
- any cause described in Section 6, below;
- striking overhead objects;
- improperly loading the Truck, or improperly securing such load, or improper coupling;
- any other exclusion specified on the Rental Record.

I grant Hertz a limited power of attorney to present claims for damage to or loss of the Truck to my insurance carrier.

5. PROHIBITED USES OF TRUCK

(a) I agree that the Truck MAY NOT be used:

- by any one other than me or an Authorized Operator (as defined in Section 12, below);
- to carry persons or property for hire or to push anything;
- to carry or haul explosives or other hazardous or dangerous articles;
- to tow anything except a trailer or passenger car without passengers, if the Truck is equipped to do so;

- intentionally destroy, damage or aid in the theft of the Truck;

- while the operator is under the influence of alcohol or drugs;

- for any purpose that could properly be charged as a criminal or statutory offence or any direct or indirect act of terrorism involving the causing or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or part for political, religious, ideological or similar purpose;

- for driver training activities;

- in a race, speed test or contest;

- on any road or other area that is not hard surfaced and regularly maintained;

- to transport a weight in excess of the maximum pay rated load of the Truck;

- as a trailer;

- recklessly, wantonly or abusively, including, but not limited to, failure to remove the Truck's ignition keys from it, or to close all windows and lock all doors while it is unattended, or refueling the Truck with the wrong type of fuel, i.e., diesel in a gasoline engine or gasoline in a diesel engine;

- if the Truck has been obtained from Hertz by fraud or misrepresentation.

(b) I further agree that I will not take or attempt to take the Truck anywhere outside Canada, except with the express written permission of Hertz. WITHOUT LIMITING THE FOREGOING, ALL USE IS WITHOUT HERTZ'S PERMISSION AND PROHIBITED WHEN THE TRUCK IS USED IN ANY MANNER PROHIBITED ABOVE OR FOR ANY OF THE PURPOSES PROHIBITED BY THE PROVISIONS OF THIS AGREEMENT, OR IN VIOLATION OF ANY APPLICABLE LAWS AND REGULATIONS, OR IS USED FOR AN ILLEGAL PURPOSE, OR IS OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION.

(c) Any use of the Truck in a manner prohibited above:

i. To the extent permitted by applicable law, will cause the renter to lose the benefit of any limitation on his or her liability for loss of or damage to the Truck, even if the renter has accepted LDW or PDW;

ii. To the maximum extent permitted by applicable law, will cause the renter to lose the benefit of all third party liability protection provided by Hertz under this Agreement; and

iii. Will constitute a breach of this Agreement, making the renter responsible, to the fullest extent permitted by law, for the actual and consequential damages to Hertz caused by the breach, together with Hertz's related costs and attorneys' fees.

6. NEGLECT OF NECESSARY SERVICES

I agree to pay for any mechanical damage to the Truck caused by my failure to use the proper fuel, maintain adequate engine oil pressure, water and antifreeze, or by reason of any other neglect of necessary servicing or maintenance of the Truck while being rented to me or under my care, custody or control.

7. TRUCK BREAKDOWN EXPENSES

I agree to assume full responsibility for any additional expenses for losses incurred by reason of a breakdown of the Truck, including, but not limited to, storage, forwarding costs and living expenses.

8. PAYMENT OF CHARGES

I agree to pay Hertz on demand all charges due under this Agreement (the “Charges”). The renter and any person to whom, with Hertz’s consent, I expressly direct the Charges in any way incurred under this Agreement to be billed, are jointly and severally (solidarily in Quebec) responsible for payment of all Charges. If I direct Charges to be billed to any other person, I represent that I am authorized to do so. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee. I may also be charged an administrative fee for any cheque used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit/cheque of gift card charges that are not honoured by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card or other device acceptable to Hertz. The renter may be required to present a credit or charge card at the commencement of the rental and to agree to permit Hertz to bill charges to that card. Debit/cheque cards and gift cards are not acceptable to qualify for rental, but may be used for payment at return. Charges not known to Hertz at the completion of the rental are payable by the renter, or the person to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit or charge card presented at the time of rental, even if cash, another credit or charge card, or a debit/cheque card of gift card was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit/ cheque or gift card is governed by the terms of the applicable agreement with the card issuer. IF I PRESENT A CREDIT OR CHARGE CARD AT THE COMMENCEMENT OF THE RENTAL, I AUTHORIZE HERTZ TO RESERVE CREDIT WITH THE CARD ISSUER AT THE TIME OF RENTAL IN A REASONABLE AMOUNT THAT IS AT LEAST EQUAL TO ALL ESTIMATED CHARGES. HERTZ WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Hertz may audit all Charges. If any errors are found, I will pay the correct Charges. If payment was by credit, charge, debit/cheque or gift card, I authorize Hertz to correct the Charges with the card issuer. Hertz will notify me of any correction.

9. PAYMENT OF TAXES

I agree to pay applicable federal, provincial, and local excise, sales, consumption use, goods and services or other similar taxes payable by me under the applicable laws in respect of the Charges, or the amount charged by Hertz as reimbursement for taxes paid, or public utility commission, third structure, ton kilometre, road use or similar taxes.

10. THIRD PARTY LIABILITY PROTECTION

(a) I agree Hertz will, within the limits stated in this subparagraph, indemnify, hold harmless and defend me and any Authorized Operators from and against liability to third parties, excluding any of my or any Authorized Operators' family members related by blood, marriage or adoption residing with me or them. If the accident results from the use of the Truck as permitted by this Agreement, the limits of this protection are a combined single limit of (Canadian) $1,000,000 for bodily injury, including death and property damage. This protection will conform to the basic requirements of any applicable mandatory "no-fault" law but does not include "uninsured motorist," "underinsured motorist," "supplementary no fault" or any optional coverage. To the extent permitted by law, Hertz and I hereby reject the inclusion of any such coverage. In the event that coverage is imposed, by operation of law, to the benefit of any person other than me and any Authorized Operator, then the limits of such coverage shall be the minimum requirements of the financial responsibility law or other applicable statute of the jurisdiction in which the accident occurred. I acknowledge Hertz warrants that the protection described in this subparagraph will be provided in accordance with its lawful requirements in the jurisdiction in which the accident occurs. To the extent permitted by law, the protection described in this subparagraph will be secondary to my insurance or the insurance of the operator of the Truck.

(b) I agree to indemnify and hold harmless Hertz, its agents and employees, for and against all loss, liability and expense beyond the extent of or in excess of the limit of liability protection provided for in the above mentioned subparagraph as a result of bodily injury, death or property damage caused by or arising out of the ownership, maintenance, use or operation of the Truck while it is being rented to me or is under my care, custody or control.

11. LIABILITY OF HERTZ

Hertz shall in no event be liable for any indirect, special or consequential damages in connection with or arising out of the use, operation, or performance of the Truck, including any claim related to a Truck reservation which reservation I recognize as not being a contract.

12. AUTHORIZED OPERATORS

Only I and the following persons, with my permission ("Authorized Operators"), may operate the Truck: (a) For rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on my automobile policy; and (b) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under my Hertz CDP number, if any, shown on the Rental Record. I acknowledge that all Authorized Operators must be at least 20 years old and must have a valid driver's license from a jurisdiction acceptable to Hertz. Except to the extent necessary in an emergency, no other persons are permitted to operate the Truck; for purposes hereof, an "emergency" shall mean urgent circumstances under the laws of the jurisdiction in which the alleged emergency occurred. I further acknowledge that, with respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Truck (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for my obligations under this Agreement related to the Truck.

13. ACCIDENT, THEFT OR VANDALISM

I agree to immediately report any accident, theft or vandalism involving the Truck to the police and Hertz. I agree to provide any papers relating to such an incident to Hertz and cooperate fully with the police and Hertz's investigation. I agree that failure to cooperate fully may void all liability protection, LDW or PDW. I agree to immediately deliver to Hertz every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding, received by me or any Authorized Operator, in connection with any accident involving the Truck.

14. PARKING AND TRAFFIC VIOLATIONS/TOLLS

I agree to be responsible for and pay all toll, parking and traffic violation fines and penalties, all towing, storage and impoundment fees, and all tolls charged to the Truck arising out of the use of the Truck by me or with my permission or the permission of any Authorized Operator. I agree to pay same and to indemnify and hold Hertz harmless if Hertz pays same. I also agree to reimburse Hertz for all its related collection and other expenses, including applicable administrative fees related to such tolls or toll, parking or traffic violations and providing information about me to a court or governmental agency for each unpaid toll and each toll, parking or traffic violation incurred during my rental. I further understand that Hertz may provide information about me, including but not limited to my name, address, and driver's license number to the court or governmental agency responsible for issuing and enforcing unpaid tolls and each unpaid toll and each toll, parking or traffic violation I incur during my rental. You also agree that Hertz may pay fees arising from Your traffic violation directly to the issuing authority, without any

prior notice, appeal, or dispute. In such cases, You shall be responsible for reimbursing Hertz for the total amount of such fees plus an additional $30 CAD administrative fee, plus any applicable taxes.

15. HERTZ'S RIGHTS ON RENTER'S DEFAULT

I agree that if I do not return the Truck when required by this Agreement, then after Hertz sends me a written demand to return the Truck, sent to my address shown on the Rental Record, or otherwise provided to Hertz, Hertz may, at my expense, recover the Truck where and when it is found. Hertz has the right to take possession of the Truck at any time, without demand, at my expense if the Truck is apparently abandoned, is used in breach of any provision of this Agreement, or is used in violation of any law or regulation. I agree that to the extent permitted by law, I waive any right to a hearing or to receive any notice or legal process as a precondition for Hertz recovering the Truck. I understand that failure to return the Truck in accordance with the terms of this Agreement may result in a criminal penalty. I further agree to pay all costs of any kind incurred by Hertz in recovering the Truck either under this Agreement, or if it is seized by Governmental authorities as a result of its use by me or any Authorized Operator. The said costs will include, but not be limited to, all attorneys' fees and costs.

16. NO LIABILITY FOR PROPERTY

I agree that Hertz is not responsible to me, any Authorized Operators or anyone else for any loss or damage to my or their personal property caused by my acts or omissions, those of a third party or, to the extent permitted by law, by Hertz' negligence. I and any Authorized Operator hereby waive any claim against Hertz, its agents, employees or affiliates, for loss of or damage to my or anyone else's personal property, which includes, without limitation, property transported in the Truck, property left in the Truck or brought on Hertz' premises, caused by me or any Authorized Operator, by any third party or, to the extent permitted by law, by Hertz' negligence, whether in whole or part. I agree that I and any Authorized Operator will indemnify and hold Hertz harmless from any claim against Hertz for loss of or damage to personal property that is connected with a rental under this Agreement.

17. USE OF OTHER EQUIPMENT WITH TRUCK

Where a Truck provided hereunder is operated by me or an Authorized Operator, or by any other person with the permission of me or an Authorized Operator, with a trailer or other equipment not provided by Hertz under this Agreement, I warrant that such trailer or other equipment will be in good operating condition, compatible in all respects with the Truck provided hereunder, and in full compliance with all laws and regulations governing said trailer or other equipment, and I shall indemnify Hertz, its agents and employees, from and against all loss, liability and expense resulting from my failure to comply with the foregoing.

18. GENERAL TERMS OF AGREEMENT

I agree that this Agreement is a bailment created solely for the purpose of renting the Truck for use as permitted by this Agreement. I acknowledge that the Truck is owned by Hertz. No one other than Hertz may transfer the Truck or any rights or obligation under this Agreement. I agree neither I nor any Authorized Operator are agents of Hertz. Any attempted transfer or sublease of the Truck by anyone other than Hertz is void. No one may repair or service the Truck without Hertz's prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE TRUCK IS FIT FOR ANY PARTICULAR PURPOSE.

19. WAIVER/MODIFICATION OF TERMS

I agree that no term of this Agreement may be waived or changed, except if in writing and signed by an authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.

20. PRIVACY

I agree Hertz may collect and use personally identifiable data about me in accordance with Hertz's Privacy Policy for Rental Customers (the "Privacy Policy"). Among other things, the Privacy Policy provides that Hertz may use and disclose personally identifiable data about me as it reasonably believes is necessary to protect its business; to comply with applicable law; to protect the rights, privacy, safety or property of me or others; and to permit Hertz to pursue available remedies or limit the damages that it may sustain. Hertz may disclose personally identifiable data about me in response to requests from law enforcement agencies or government regulators. Pursuant to the Privacy Policy, I have options to limit the use or sharing by Hertz of personally identifiable data about me for marketing purposes and I may access and correct data about me. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz's current Privacy Policy, which is subject to change by Hertz from time to time, may be obtained at Hertz rental locations. The Privacy Policy may also be viewed at Hertz's Internet website, www.hertz.ca

21. GOVERNING LAW

(a) This Agreement shall be governed by the substantive law of the Province in which the rental commences, without giving effect to the choice of laws rules thereof, and I irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

(b) If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

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* Revised and Effective January 28, 2026.