FRANCHISE DISCLOSURE DOCUMENT

Dollar Rent A Car, Inc.
8501 Williams Road
Estero, Florida 33928
(239) 301-7894
www.dollar.com
franchisesales@dollar.com

You will operate a business that rents cars under the "Dollar" and/or "Dollar Rent A Car" name(s) within a designated territory. Under certain circumstances, you may be offered the opportunity to enter into a Multiple Brand Franchising Addendum to operate additional car rental businesses under other brands.

The total investment necessary to begin operation of a Franchised Business (excluding real estate) is $879,300 to $16,249,000. For new franchisees, this includes $25,000 to $500,000 that must be paid to the Franchisor or its affiliates. For any franchisee that is purchasing from the Parent or its affiliates the assets of certain existing car renting business locations, the investment may include a franchise fee of several hundred thousand dollars or more that must be paid to the Franchisor or its affiliates.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Department, at 8501 Williams Road, Estero, Florida 33928, or by telephone at (239) 301-7894.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: March 20, 2026

Control Number: _____

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

(A) a prohibition on the right of a franchisee to join an association of franchisees.

(B) a requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(C) a provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(D) a provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(E) a provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) a provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(G) a provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(H) a provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a

right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).

(I) a provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

* * * *

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

* * * *

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

* * * *

The name and address of the franchisor's agent in this state authorized to receive service of process is: Michigan Department of Commerce, Corporation and Securities Bureau, 6546 Mercantile Way, P.O. Box 30222, Lansing, Michigan 48910.

Any questions regarding this notice should be directed to:

Department of the Attorney General's Office
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 W. Ottawa Street
Lansing, Michigan 48913

Note: notwithstanding paragraph (F) above, we intend to, and you agree that we and you will, enforce fully the provisions of the arbitration section of our agreements. We believe that paragraph (F) is unconstitutional and cannot preclude us from enforcing the arbitration provisions.

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Dollar business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Dollar franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING *GENERALLY*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

SOME STATES REQUIRE REGISTRATION

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit J.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

SPECIAL RISK(S) TO CONSIDER ABOUT *THIS* FRANCHISE

Certain states require that the following risk(s) be highlighted:

1. The Franchise Agreement requires you to resolve disputes with the Franchisor by arbitration and litigation only in the state in which our then-current headquarters is located, currently Florida. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with the Franchisor in Florida than in your home state.

2. The Franchise Agreement states that Florida law governs the agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws.

3. There may be other risks concerning this franchise.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" located in Exhibit L to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

Dollar Rent A Car, Inc., an Oklahoma corporation ("**Dollar**," "**Dollar Rent A Car**," "**we**," "**us**" or "**our**") was formed on December 2, 2002. We conduct our business under the names "Dollar®" and "Dollar Rent A Car®," and maintain our principal place of business at 8501 Williams Road, Estero, Florida 33928. Our agents for service of process are listed on Exhibit K to this Disclosure Document. We grant franchises for businesses that rent cars under a Franchise Agreement (the "**Franchise Agreement**"), the form of which is attached to this Disclosure Document as Exhibit A. We previously referred to our franchisees as "licensees" and that term may appear in this Disclosure Document; where the term "licensee" appears, it has the same meaning as "franchisee."

We, ourselves or through our affiliates, have operated the type of Dollar Businesses (as defined below) described in the Disclosure Document since 1965. We have offered franchises for Dollar Businesses described in this Disclosure Document since January 1, 2003. We have neither conducted, nor offered franchises in, any other line of business.

Parents

We are a wholly owned direct subsidiary of Dollar Thrifty Automotive Group, Inc. ("**DTG**"), which was incorporated in Delaware in 1997. DTG is a wholly owned subsidiary of Rental Car Group Company, LLC ("**RCGC**"), which was formed in Delaware in 2015. RCGC is a wholly owned direct subsidiary of The Hertz Corporation (the "**Parent**"), which was incorporated in Delaware in 1967.

Our Parent is a direct wholly owned subsidiary of Rental Car Intermediate Holdings, LLC ("**RCIH**"), a limited liability company formed in Delaware on July 14, 2014. RCIH is wholly owned by Hertz Global Holdings, Inc. ("**Hertz Holdings**"), a Delaware corporation formed on August 15, 2015, and which is a successor to a prior Delaware corporation of the same name, formed on July 15, 2005. Hertz Holdings is the top-level holding company for the consolidated Hertz businesses. Our Parent, RCIH and Hertz Holdings all maintain their principal places of business at 8501 Williams Road, Estero, Florida 33928.

As of December 31, 2025, our Parent (itself or through our affiliates) operated approximately more than 9,276 Vehicle Rental Businesses (defined below) worldwide. Other than as indicated below, our Parent has never offered, and its current affiliates do not offer, franchises in any other line of business.

Our Parent also provides to our franchisees, as well as franchisees of Hertz and Thrifty, certain support services on our, or Hertz or Thrifty's, behalf, including, for example, information technology, accounting, legal, audit and risk management. Furthermore, as stated below, our Parent has the right to grant Dollar, Thrifty, and Hertz franchises or licenses in Canada. As of December 31, 2025, our Parent had 23 licensed Hertz locations, 0 standalone licensed Dollar locations and 15 licensed Thrifty Car Rental locations, of which 7 are co-branded.

Affiliates

The following entities are affiliated with us and have offered franchises or licenses or provide products or services to our franchisees. We also have affiliates that operate under the Marks (as defined below) or franchise or license others to do so outside of the United States:

From August 1991 to January 1, 2003, our affiliate, DTG Operations, Inc. ("**DTG Operations**") and its predecessors, offered and sold licenses for the establishment and operation of vehicle rental, leasing and parking businesses under the marks "Dollar®" and "Dollar Rent A Car®." (It previously operated under the name "Dollar Rent A Car System, Inc.") DTG Operations no longer offers licenses and never offered licenses in any other line of business. As of January 1, 2003, all Dollar licenses were assigned to, and all subsequent Dollar licenses were offered and sold by Dollar Rent A Car, Inc. (see below). As of December 31, 2025, DTG Operations or its affiliates had in operation 221 corporate Thrifty Businesses (as defined below) and 196 corporate Dollar Businesses (as defined below) in the United States. DTG Operations' principal place of business is located at 8501 Williams Road, Estero, Florida 33928.

Our affiliate, Dollar Thrifty Automotive Group Canada Inc. ("**DTAGC**"), was incorporated under the laws of the Province of Ontario as Thrifty Canada, Ltd. on June 1, 1985 and has its principal place of business located at 2 Convair Dr. E., Etobicoke, Ontario, Canada M9W 7A1. Thrifty Canada, Ltd. was the former licensor of the "Thrifty Car Rental" system in Canada, and in May 2001, assigned all of its existing license agreements to DTAGC's wholly owned subsidiary, DTG Canada Corp. ("**DTG Canada**"). In addition, DTAGC was granted an exclusive license to franchise Thrifty Car Rental businesses in Canada and assigned those rights to DTG Canada. In February 2003, DTAGC purchased the master license rights to the "Dollar Rent A Car" system in Canada and assigned such rights to DTG Canada. As of the date of this Disclosure Document, all licenses that were under DTG Canada have expired and any new licenses are offered and sold by The Hertz Corporation (see below). DTAGC no longer offers licenses in any line of business.

Our affiliate, DTG Canada, was incorporated as TRAC Canada Corp., under the laws of the Province of Nova Scotia as an unlimited liability company on May 22, 2001 and has its principal place of business located at 2 Convair Dr. E., Etobicoke, Ontario, Canada M9W 7A1. DTG Canada began offering Thrifty Car Rental licenses in May 2001 and Dollar Rent A Car licenses and/or co-branded Thrifty Car Rental and Dollar Rent A Car licenses in February 2003. As of the date of this Disclosure Document, all licenses that were under DTG Canada have expired and any new licenses are offered and sold by The Hertz Corporation (see below). DTG Canada has not offered licenses in any other line of business.

The Hertz Corporation was granted in 2015 the right to grant franchises under the Hertz trademark in Canada and to be the exclusive franchisor for Hertz franchises in that country. In addition, pursuant to certain inter-company license agreements, The Hertz Corporation was granted in 2017 the right to grant franchises under the Dollar and Thrifty trademarks in Canada. All franchises in Canada under the Dollar and Thrifty trademarks will be granted by The Hertz Corporation.

A subsidiary of The Hertz Corporation, Hertz System, Inc. ("**Hertz**"), franchises Vehicle Rental Businesses in the United States under the "Hertz®" mark ("**Hertz Businesses**" and each a "**Hertz Business**"). Except as described in this Disclosure Document, neither Hertz nor its affiliates engage in ordinary course business transactions with our franchisees; however, they may do so in the future. Hertz maintains its principal place of business at 8501 Williams Road, Estero, Florida 33928. Hertz has offered franchises for car rental and leasing businesses since 1925. As of December 31, 2025, Hertz had 373 franchised Hertz Business locations in operation in the United States and 17 franchised Hertz Business locations in operation in United States Territories. Hertz does not operate any businesses of the type being offered.

Previously, Hertz offered licenses for the businesses of renting, or renting and leasing, both cars and trucks. Hertz also offered licenses for the businesses of renting, or renting and leasing, only trucks. As of December 31, 2025, Hertz had 1 license issued and outstanding for the business of renting, or renting and leasing, cars and trucks, 0 license issued and outstanding for the business of renting, or renting and leasing, only trucks and 35 licenses issued and outstanding for renting, or renting and leasing, only cars.

Our affiliate, Hertz International, Ltd. ("**Hertz International**") offers franchises (in a few countries, through subsidiaries) outside of the United States for businesses that rent and/or lease cars and/or trucks and has granted such franchises since the late 1950's. Hertz International was incorporated in Delaware on November 7, 1957. Its principal place of business is located at 8501 Williams Road, Estero, Florida 33928. Hertz International has never offered franchises in any other line of business. As of December 31, 2025, Hertz International's franchisees and affiliates operated rental locations in approximately 149 countries and jurisdictions.

Other Brands Operated by Our Parent

Our Parent and its affiliates operate the "Firefly®" brand, which was launched in Europe in March 2013. Firefly is a "deep value brand" for price conscious leisure travelers. As of December 31, 2025, there were 0 Firefly locations in the United States and 206 Firefly locations internationally. Neither our Parent nor its affiliates has offered franchises under the Firefly brand in the United States.

Our Parent has operated the "Hertz Car Sales Business®" for many years. The Hertz Car Sales Business has corporate locations in several states within the United States, sells vehicles at a fixed price, and every car sold has a 12 month/12,000-mile Limited Powertrain Warranty. Extended Service Agreements are also available at an additional cost, and financing to qualified buyers is also offered. As of December 31, 2025, our Parent operates 45 Hertz Car Sales Business locations in the United States. As of December 31, 2025, franchisees operated Hertz Car Sales Business locations in approximately 3 locations within the United States and 1 in Canada.

Our Parent and/or its affiliates also operate Hertz "Rent2Buy®." Hertz "Rent2Buy" is a way to buy a used rental car, and the program operates in 35 states in the United States and 0 European countries as of December 31, 2025. Our Parent plans to expand the program to other states. "Rent2Buy" customers have an opportunity for a three-day test rental of a vehicle in which they are interested. If the customer purchases the car, he or she is credited with up to three days of rental charges, and the purchase transaction is completed through the Internet and by mail (in those states where permitted). If the customer decides not to buy the car, the car is returned to the renting location, and the transaction is treated like a standard rental. In some states, "Rent2Buy" transactions are completed at Hertz franchised locations.

* * *

From time to time our Parent may offer for sale the assets of certain company-owned Vehicle Rental Business locations in conjunction with a Franchise Agreement for the operation of a Dollar Business (defined below) at such locations. Prospective buyers of these locations must enter into a Confidentiality Agreement (Prospective Franchisees) in order to receive information about the assets of the company- owned Vehicle Rental Business location being offered, a copy of which is attached to this Disclosure Document as Exhibit B.

The System and Franchise Offered

We conduct and franchise others to conduct "**Vehicle Rental Businesses**" (and each a "**Vehicle Rental Business**") which provide a vehicle for hire without a driver for a period of 365 days or less, whether on one or more rental agreements for: (i) transient rental purposes; and (ii) insurance and mechanical related vehicle replacement purposes (including those rentals that are billed to or reimbursed by another party or are the result of a referral for such purpose). Such Vehicle Rental Businesses are conducted (or are franchised to be conducted) under a plan or system (the "**System**"), which is identified by the "Dollar" "Dollar Rent A Car" marks and other related Marks (defined below) ("**Dollar Businesses**" and each a "**Dollar Business**"). In this Disclosure Document, we may refer to your Dollar Business as "**Your**

Franchised Business." The distinguishing characteristics of the System include: uniform methods of conducting operations, accounting for business finances and procuring customers, advertising and publicity; insurance programs, and uniform style and character of equipment, furnishings and appliances used in the conduct of such businesses; the programs and services, all of which may be changed, improved and further developed by us.

The System is identified by certain trademarks, service marks, trade names, logos, emblems and other commercial symbols, including, but not limited to, the marks "Dollar" "Dollar Rent A Car" as are now designated for use with the System and may, in the future, be designated by us in the Operations Guide (the "**Marks**"). We have proprietary rights to a number of trademarks used in this Disclosure Document. We have included the "®" symbol for some trademarks named in this Disclosure Document, and the lack of any such reference should not be construed as any indicator that we do not own, and will not assert our rights to, these marks to the fullest extent permitted by applicable law. Our Operations Guide contains each published document or collection of documents, whether provided electronically or in hard copy, made available to the Franchisee by us and contains the guidelines for the use of the Marks in Your Franchised Business, as supplemented and revised by us from time to time.

If approved by us, you will have the right to sign a Franchise Agreement for the establishment and operation of a Franchised Business within the franchised territory designated in the Franchise Agreement (the "**Territory**"). Your Franchised Business will be located at a site, which may be at an airport or in a location near hotels, offices and highways, at a specified address (the "**Location**") within your Territory. The Franchise Agreement may also include a schedule describing additional Franchised Business locations that must be opened and in operation by specified dates. We also reserve the right to require you (by written notice) to open additional Franchised Businesses within your Territory to serve customer or market demand. If you are a corporation, limited liability company or partnership, certain provisions of the Franchise Agreement will also apply to your owners. These will be addressed in this Disclosure Document where appropriate.

After the acquisition of DTG by Hertz Holdings, we began to consider a variety of System modifications that may result in the combination of certain aspects of the Hertz, Dollar and Thrifty systems, while keeping separate other aspects of these systems. This process is continuing and ongoing. It may result in the combination of certain departments or of the services provided by those departments. It may also result in the sharing of resources and in the combination of the responsibilities of certain personnel. This means that certain services that we may provide to you may be provided by departments or personnel who simultaneously provide the same or similar services to the franchisees and licensees of our affiliates (including Hertz, Dollar and Thrifty franchisees), company-owned vehicle or car rental and leasing businesses, and/or business systems. In addition, these services may be provided on a combined basis (including, for example, utilizing the same or shared personnel) or in conjunction with the performance of the same, similar or different services on behalf of our or our affiliates' company-owned, company-operated, licensed or franchised businesses.

In addition to operating company-owned vehicle or car rental businesses, we and our affiliates may also provide services and programs to our franchisees, and to our affiliates and franchisees, and/or their licensees and franchisees. Many of the same corporate personnel responsible for the provision of services to our licensees and franchisees are also involved in the operation of company-owned businesses and may provide services and programs not only to our licensees and franchisees, but also to us and/or our affiliates, and/or their licensees and franchisees.

Our affiliates, Hertz and Thrifty, separately offer franchises for businesses consisting of vehicle rental and leasing which operate under the Hertz and Thrifty brands, respectively. The franchise offered under this Disclosure Document is for the establishment and operation of a Franchised Business under the

System and the Marks disclosed herein. The Hertz and Thrifty franchise offerings are made under separate franchise disclosure documents that pertain solely to those offerings. a Vehicle Rental Businesses operated under any mark used by us or our affiliates, including Hertz and Thrifty, and any business operated by us or our affiliates, which may include but is not limited to businesses relating to vehicle sales, vehicle leasing, fleet management and associated services, vehicle or ride sharing, remote access vehicles is referred to as an "**Affiliate Branded Business**."

Multiple Brand Franchising

We and our affiliates, Hertz and Thrifty, in certain markets, offer prospective and existing Hertz and/or Thrifty franchisees the opportunity to purchase from Hertz and/or Thrifty a franchise to operate a Hertz Business and/or a Thrifty Business in the same geographic territory as Your Franchised Business. Likewise, prospective and existing franchisees of Hertz and Thrifty may be offered the opportunity to purchase from us a franchise to operate a Hertz Business and/or a Thrifty Business in the same geographic territory as the Dollar Business.

If you request to operate, in addition to Your Dollar Business, a Hertz Business and/or a Thrifty Business, Hertz and/or Thrifty, as applicable, will provide you with a separate Disclosure Document which contains information about Hertz and/or Thrifty and the Hertz and/or Thrifty franchise program. If we grant you the right to have one or more multiple brand locations, you will be required to sign, in addition to the Franchise Agreement, Hertz's and/or Thrifty's then-current form of franchise agreement, and a Multiple Brand Franchising Addendum for either new franchisees (attached as Exhibit C-1 this Disclosure Document) or existing franchisees (attached as Exhibit C-2 this Disclosure Document).

The Multiple Brand Franchising Addendum addresses certain aspects of operating more than one brand, including: the use of the Hertz Marks, Dollar Marks, and/or Thrifty Marks; the prohibition against combining or using the Hertz Marks, Dollar Marks, and or/Thrifty Marks together; the cross-default of the Multiple Brand Franchising Addendum, our Franchise Agreement and the Hertz and/or Thrifty Franchise Agreement; the cross-collateralization and cross guarantee of obligations under our Franchise Agreement and the Hertz and/or Thrifty Franchise Agreement (as applicable); and confidentiality.

If you operate more than one brand, you may form a separate entity to own the Hertz Business, Dollar Business and/or Thrifty Business (as applicable), but the ownership and control of the entity must be identical to the ownership and control of the entity owning your existing entity. Alternatively, the same entity may own Your Hertz Business, Your Dollar Business and/or Your Thrifty Business. However, you should be aware that certain airport authorities may require separate entities to make in-terminal bids and that certain anti-collusion requirements may be applicable.

If you operate more than one brand, you may combine certain back-office functions and facilities of Your Hertz Business, Your Dollar Business and/or Your Thrifty Business. As to other functions and facilities, and absent express written permission from us:

- You must operate Your Hertz Business, Your Dollar Business and/or Your Thrifty Business from separate rental counters and separate off-airport facilities, and you may not "co-brand" in any manner.

- You must have brand-specific dedicated employees in all areas where customer contact occurs.

- You must have each brand independently staffed by brand-specific employees at all times.

- Employees who come in contact with customers must always be uniformed in the attire of the brand they are representing and must wear authorized Hertz, Dollar or Thrifty uniforms and nametags, as applicable.

General Market Conditions and Competition

The Dollar Business is characterized by intense competition, including competition in price, service levels, the convenience and condition of rental locations, and the availability of quality vehicles under competitive purchase and financing or lease arrangements. Depending on the car rental market in which Your Franchised Business is located, different competitive factors could affect Your Franchised Business. Some of those factors include the following:

1. You will not receive an exclusive territory. We may use, or license others to use, the System and the Marks within and outside your Territory in connection with the sale, rental, lease or other use of the same, similar or different products and services.

2. If Your Franchised Business is located at an airport or other major transportation facility, you will have to compete at the same facility with businesses offering the same or similar services as you are offering, including Affiliate Branded Businesses.

3. Your Franchised Business may compete against other Vehicle Rental Businesses in your Territory, including (i) Affiliate Branded Businesses. In your Territory there may also be corporate and/or affiliate owned or licensed or franchised locations that sell vehicles including Thrifty Car Sales locations and Hertz Car Sales Business locations.

4. As a result of the increased use of the Internet as a travel distribution channel, pricing transparency has increased. Our competitors, some of which may have access to substantial capital or may benefit from lower operating costs, may seek to compete aggressively on the basis of pricing. Such price competition may also come from the Vehicle Rental Businesses described in Paragraph 3, immediately above. To the extent that you match downward competitor pricing without reducing your operating costs, it could have an adverse impact on your results of operations. To the extent that you are not willing to match or remain within a reasonable competitive margin of your competitors' pricing, it could also have an adverse impact on your results of operations, as you may lose market share.

5. In the United States, our unaffiliated principal car rental industry competitors are Avis Budget Group, Inc., which currently operates the Avis, Budget, Payless and Zipcar brands and Enterprise Holdings Inc., which operates the National Car Rental, Alamo, Enterprise Rent-A-Car, Enterprise Car Sales and Enterprise CarShare brands. Other competitors include ACE Rent a Car, Rent-a-Wreck, Sixt Car Rental, UhaulCarShare™, and other car rental and car sharing brands.

6. In your Territory, Your Franchised Business may compete against certain Transportation Network Company ("**TNCs**"), which services connect paying passengers with drivers who provide such passengers with transportation in the driver's non-commercial vehicle or may provide paying customers with the ability to rent vehicles directly from vehicle-owners in a car-share system. Examples of such TNCs are: Gett, Uber, Lyft, Turo (formerly Relay Rides), Via and Wingz.

7. Historically, automobile manufacturers (primarily Stellantis, Ford, Nissan, Kia and General Motors) have made fleet programs available to Vehicle Rental Business operators.

These programs included a discount on the purchase price of the vehicles and/or an agreement to guarantee the residual value of the vehicles or to repurchase the vehicles under certain conditions (e.g., where the vehicle's condition, age and mileage met the manufacturer's requirements). These programs may be subject to volume and timing adjustments by the manufacturers, and in the past some manufacturers have cancelled or delayed fleet orders. For the current model year, Vehicle Rental Business operators who have existing relationships with the manufacturers may be eligible to purchase vehicles under these manufacturer fleet programs, and operators without existing relationships may not be eligible to participate in the programs.

8. We, our Parent and our affiliates, intend to continue the current practice of operating the largest U.S. airport vehicle rental markets, key U.S. leisure destinations and other selected U.S. markets, as company-owned locations, when available. We and our affiliates may also do so in smaller markets.

9. We and our affiliates continue to monitor other related lines of business for the purpose of offering separate franchises under the Marks, or otherwise.

Industry Specific Laws and Regulations

The Vehicle Rental Business is heavily regulated. In addition to laws that impact businesses generally, you will be responsible for understanding and complying with federal, state and local laws, rules and ordinances that apply to Your Franchised Business. For example, federal, state and local environmental laws and regulations include, but are not limited to, requirements for registration and testing of underground storage tanks, the disposal of hazardous waste, control of service bay drainage and storm water permitting. Other laws, regulations and ordinances may affect signage, advertising, location and hours of operation, permitted ages of renters, credit policies and rental transaction surcharges assessed against the charges on the rental agreement. Additionally, with the continued presence of electric vehicles ("EVs"), you will need to understand the legal issues that are specific to EVs.

In addition, the following federal, state, local and municipal laws apply to the car rental industry:

Federal

- In 2005, the Transportation Equity Act of 2005 was signed into law, which included the "**Graves Amendment**" (49 U.S.C. §30106). The Graves Amendment generally eliminates the imposition of vicarious liability – as imposed by state law – on the owner of a motor vehicle that rents or leases the vehicle to a person by reason of being the owner of the vehicle (or an affiliate of the owner) for harm to persons or property that results or arises out of the use, operation or possession of the vehicle during the rental or lease period. The pre-conditions for this elimination of vicarious liability are: (1) the owner (or an affiliate) must be engaged in the trade or business of renting or leasing vehicles; and (2) there must be no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner).

- If Your Franchised Business is located at an airport, Section 117 of The Airport and Airway Safety, Capacity, Noise Improvement, and Intermodal Transportation Act of 1992 may require you to procure a certain percentage of the products and services used in Your Franchised Business from Disadvantaged Business Enterprises ("**DBEs**").

- The federal Environmental Protection Agency requires underground storage tanks to have

a method of leak detection and to be upgraded to include corrosion protection and spill and overflow controls. Otherwise, these storage tanks are to be replaced or closed.

- The U.S. Department of Transportation has issued regulations requiring motor carriers to conduct pre-employment, random, reasonable suspicion and post-accident drug and alcohol testing of employees who operate commercial vehicles, as defined in the regulations. These regulations may govern the operation of shuttle buses used to transport customers to and from airport rental locations.

- Permits and licenses may be necessary for purchasing fuel, picking up customers from an off-airport location, operating a concession on the airport and transporting customers in commercial vehicles.

- If you operate more than one brand (Hertz, Dollar and/or Thrifty), anti-collusion laws and/or airport authorities may require that you form separate entities to bid for in-terminal airport rental car concessions, and otherwise separate bidding efforts.

- You may need to provide accommodations to comply with the Americans with Disabilities Act ("**ADA**") or the Occupational Safety & Health Administration ("**OSHA**") requirements. The ADA and federal regulations require that hand controls, and other accommodations, be made available for disabled customers.

- You are required to assure and must represent and warrant to us that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" are U.S. Executive Order 13224 issued by the President of the United States, the USA Patriot Act, USA Freedom Act, and all other present and future Federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. The text of the USA Freedom Act is available at https://www.congress.gov/114/plaws/publ23/PLAW-114publ23.pdf and the text of U.S. Executive Order 13224 is available at http://www.state.gov/j/ct/rls/other/des/122570.htm. You also may be required to institute policies and procedures to comply with the Executive Order.

- You must comply with all applicable laws pertaining to the privacy of consumer, employee and transactional information, including the "**Standards for Safeguarding Customer Information**," dated May 23, 2002, issued by the Federal Trade Commission (the "**Safeguards Rule**"). The Safeguards Rule applies to businesses, regardless of size, that are "significantly engaged" in providing financial products or services to consumers. This includes non-bank lenders such as car sales businesses. In addition to developing their own safeguards, covered entities are responsible for taking steps to ensure that their affiliates and service providers safeguard customer information in their care. The Safeguards Rule is posted at www.ftc.gov/privacy/glbact.

- The National Association of Attorneys General issued a final report containing guidelines and recommendations regarding car rental industry advertising and practices on March 14, 1989 ("**NAAG Guidelines**"). Although the NAAG Guidelines are not statutory or regulatory in nature, the NAAG Guidelines explain in detail how existing state laws apply to car rental advertising, the sale of collision damage waiver and other business practices

of a Dollar Business.

- In 1978, the Federal Trade Commission issued a Notice of Penalty Offenses Concerning Automobile Rental Practices that details certain practices it deems unfair or deceptive, including, for example, accentuating all car rental terms in the same manner so that none are overlooked; clear and conspicuous advertising of all terms; and no bait and switch. https://www.ftc.gov/enforcement/penalty-offenses/autorentals.

- The Safe Rental Car Act, effective as of June 1, 2016, requires car rental companies with fleets of 35 or more rental vehicles, in the event of safety recall, to cease rental of the affected vehicles within 24 hours of receipt of the safety recall notice and to not re-rent such vehicles until the required repairs are completed. If the car rental company receives a safety recall notice covering more than 5,000 vehicles in its fleet, the car rental company must cease rental of the affected vehicles within 48 hours of receipt of the safety recall notice.

State

- Many states have laws dealing with your financial responsibility as the owner of the vehicles to be rented and the types and proofs of financial responsibility which must be maintained for the benefit of third parties injured or damages caused by the use of your owned vehicles.

- Many states regulate the sale of collision or loss damage waiver ("**CDW**" or "**LDW**"). CDW and LDW are not insurance, but an optional waiver of the renter's responsibility to pay for damage to or loss of the rented vehicle, including loss of use and any related costs and expenses resulting from collision, theft or vandalism. Typical statutes require car rental companies to disclose the terms of the waiver on the front of the rental agreement form, some statutes require disclosures as to possible duplication of coverage through the renter's automobile insurance policy or credit card coverage, regulate the content and price of the waivers, limit coverage exclusions, provide a cap on the price a rental company can charge, or define the age and driver authorized to drive the car.

- Many states have environmental protection laws and restrictions, including regulations for the methods of disposal of used oil filters, used oil and other environmentally sensitive materials, as well as laws requiring underground storage tanks to have a method of leak detection and to be upgraded to include corrosion protection and spill and overflow controls.

- Many states have data and customer privacy laws which may apply to your operation of the business, including specific requirements related to the collection and use of sensitive personal information, biometrics, vehicle data and the use of artificial intelligence (A.I.). These laws also include notification requirements in the event of a breach and rights to: (i) know what personal information is collected; (ii) request deletion of personal data; (iii) opt out of the sale or sharing of any personal data; (iv) restrict processing of personal data.

    - State privacy laws now in effect, which may apply to your operation of the business include but are not limited to: California, Virginia, Colorado, Connecticut, Utah, Florida, Texas, Oregon, Montana, Delaware, Iowa, Nebraska, New Hampshire, New Jersey, Indiana, Tennessee, Kentucky, Maryland, Minnesota, Rhode Island.

- Biometric Privacy laws now in effect, which may apply to your operation of the business include but are not limited to: Illinois, Texas, Washington, California, Maryland, New York which indicate acceptable use, required disclosure and consent, and maximum retention periods.

- Electronic surveillance technology and telematics laws now in effect, which may apply to your operation of the business include but are not limited to: California Civil Code § 1939.23, which prohibits rental companies from using, accessing, or obtaining data.

- State motor vehicle codes and regulations govern the title and registration of vehicles and other state laws impose property and excise taxes.

- State financial responsibility laws determine minimum automobile liability limits and priority of coverages.

- Most states have licensing requirements for car rental companies to offer ancillary optional coverages such as supplemental liability insurance and uninsured motorist protection as supplements to the rental contract.

- Certain states also have laws:

  - Requiring that vehicles only be rented to licensed drivers;

  - Prohibiting age discrimination in car rental and discrimination in renting terms;

  - Requiring availability of child seats;

  - Restricting certain surcharges and allowing for pass-through to customers – with proper disclosure – of certain airport fees and vehicle licensing fees;

  - Restricting certain rental requirements for cash customers;

  - Requiring primary insurance liability for third party claims;

  - Requiring limited licensing for the retail sale of insurance products;

  - Permitting immobilization or seizure of vehicles for certain actions associated with felonies, drug dealing, soliciting prostitution or other criminal acts and unlicensed commercial use;

  - Requiring certain disclosures to be made on vehicle rental agreements and/or in connection with vehicle rental advertisings;

  - Prohibiting electronic surveillance of rental vehicles for the purposes of imposing penalties for contract violations or restricting such electronic surveillance; and

  - Regulating the rental and leasing of vehicles to schools for the transportation of schoolchildren.

Local and Municipal

- Certain local governmental and municipal authorities may have vehicle registration and tax laws applying to the car rental industry and may impose or require collection of surcharges.

- Certain local governmental and municipal authorities may have parking ticket laws and moving traffic violation laws holding the registered owner and not the renter or operator responsible for fines, penalties and interest.

- If you operate at a consolidated rental car facility at an airport, you may be subject to an agreement and consolidated facility charges covering common operations of the consolidated rental car facility, bussing of rental car customers, monorail service, maintenance and the financing of construction costs. If you elect not to participate in a consolidated rental car facility, your customers may be transported to the consolidated rental car facility, where you will then bus them to your facility, which may affect your transportation costs and levels of customer satisfaction.

* * *

The preceding description is not exhaustive, and you should consult with your attorney for a full understanding of the laws, rules, regulations and ordinances that may apply to the operation of Your Franchised Business.

ITEM 2
BUSINESS EXPERIENCE

Gil West
Chief Executive Officer – The Hertz Corporation
Mr. West is the Chief Executive Officer of Hertz and a member of the Board of Directors. He is focused on building on the company's extraordinary family of brands, deepening its commitment to service and operational excellence, and executing strategic initiatives that further position Hertz as a global mobility leader. Before joining Hertz in April 2024, West served as Chief Operating Officer of Cruise LLC, General Motors' majority-owned autonomous vehicle subsidiary. Prior to that, he was Chief Operating Officer at Delta Air Lines from 2014 to 2020, overseeing worldwide operations and more than 70,000 employees along with the company's subsidiary businesses. Under his direction, Delta achieved industry-leading customer service performance and achieved record earnings for the industry. West held various leadership positions at Delta from 2008 to 2014, following his tenure as President and Chief Executive Officer of Laidlaw Transit Services, Inc., a provider of transportation services, from 2006 to 2007. West serves on the board of Virgin Galactic Holdings, Inc. He holds a Master of Business Administration degree from National University and a Bachelor of Science degree in Mechanical Engineering from North Carolina State University. He has been engaged in the line of business associated with the franchise since 2024.

Chris Berg
Executive Vice President and Chief Administrative Officer – The Hertz Corporation
Mr. Berg has served as Executive Vice President and Chief Administrative Officer since January 2025. In this role he oversees the company's administrative operations including procurement, real estate and facilities management, security, and data science and analytics. Prior to joining Hertz, he spent over 20 years in various roles at Home Depot, most recently serving as the company's President, Western Division with responsibility for sales and operations across 500 stores and 100,000 employees. He brings extensive experience in large-scale transformation projects and enhancing customer experience. Berg began his career at Home Depot in store management and holds an MBA from Babson F.W. Olin Graduate School of Business and a BS in Business Administration from Babson College. He has been engaged in the line of business associated with the franchise since 2025.

Sandeep Dube
Executive Vice President, Chief Commercial Officer – The Hertz Corporation
Mr. Dube has served as Executive Vice President, Chief Commercial Officer since July 2024. He leads global commercial strategy and revenue generation for Hertz through an integrated customer-centric approach, overseeing revenue management and pricing, corporate sales and strategic partnerships, customer experience, product development, marketing, and franchise. Dube has over 25 years of experience in leading transformational growth for businesses. He most recently served as Chief Operating Officer at Intuit Mailchimp. Before that, he was Chief Commercial Officer at Activision Blizzard, and he held senior leadership roles at Delta Air Lines, including Senior Vice President, Revenue Management, leading revenue, product strategy, and commercial delivery, as well as Senior Vice President, Digital, Loyalty, Lounges, and Customer Insights, and Chief Executive Officer of Delta Vacations. Dube holds an MBA from the Indian Institute of Management and a Bachelor of Engineering degree from the Indian Institute of Technology. He has been engaged in the line of business associated with the franchise since 2024.

Lauren Fritts
Senior Vice President and Chief Communications Officer – The Hertz Corporation
Ms. Fritts has serves as Senior Vice President and Chief Communications Officer since September 2024. In this role, she oversees Hertz's global communication functions, focusing on strengthening the company's brand narrative and strategy, enhancing internal and external communications, driving impact

communications, and leading corporate reputation. Fritts brings nearly two decades of senior leadership experience in communications and marketing across both the public and private sectors. Previously, she was Chief Corporate Affairs and Marketing Officer at WeWork, where she led global corporate communications, brand development, and marketing initiatives, playing a pivotal role in the company's turnaround. Before WeWork, Fritts served as Digital and Deputy Communications Director for Governor Chris Christie, managing communications strategy during his administration and 2016 presidential campaign. She began her career at Fox News Channel, spending nearly a decade as a producer. Fritts holds a Bachelor of Arts degree from Fairfield University.

Scott Haralson

Executive Vice President, Chief Financial Officer – The Hertz Corporation

Mr. Haralson has serves as Executive Vice President, Chief Financial Officer since June 2024. Prior to joining Hertz, he served as Executive Vice President, Chief Financial Officer of Spirit Airlines, where he played a pivotal role in navigating the company through the pandemic and fortifying its financial standing. Haralson joined Spirit Airlines in 2012 as Vice President, Financial Planning and Analysis (FP&A) and became Chief Financial Officer in 2018. He has extensive experience in the transportation industry, having held key financial leadership roles at Dish Network, Frontier Airlines, Guardian Gaming, Swift Aviation, America West Airlines, and US Airways. His expertise spans across various facets of financial management, including capital funding, strategic planning, forecasting, and cost management. Haralson holds an MBA in Finance from the University of Mississippi. He has been engaged in the line of business associated with the franchise since 2024.

Doria Holbrook

Executive Vice President, Mobility – The Hertz Corporation

Ms. Holbrook has served as Executive Vice President, Mobility since January 2025. Holbrook oversees the company's rideshare business and is responsible for operationalizing growth opportunities and new revenue streams. Holbrook's expertise lies in transforming operations and bringing innovation to market across diverse industries including e-commerce and logistics. She previously served as Vice President, Global Supply Chain Partnerships at Flexport, the global logistics technology platform, and Vice President, Delivery Business Unit at Cruise, General Motors' majority-owned autonomous vehicle subsidiary. She has also held operations leadership roles at TikTok and Amazon. Holbrook started her career at McKinsey & Company. She holds an MBA from Harvard Business School and a B.S. in Mechanical Engineering from Massachusetts Institute of Technology. She has been engaged in the line of business associated with the franchise since 2025.

Piero Bussani

Executive Vice President and Chief Legal Officer – The Hertz Corporation

Mr. Bussani was appointed Executive Vice President and Chief Legal Officer in October 2025 with responsibility for global legal affairs, government affairs and sustainability and social impact. He brings more than three decades of legal and business leadership experience across the real estate, hospitality, consumer-facing, and technology sectors, including 18 years with Blackstone-backed portfolio companies. Prior to joining Hertz, from February 2023 to September 2025, he served as Chief Legal Officer at Homebound, a technology-enabled home building platform, and has held senior legal and executive positions at Revantage (from August 2017 to February 2023), Blockbuster, Extended Stay Hotels, and LXR Luxury Resorts. He began his career with the Washington, D.C. law firm Arent Fox. He has been engaged in the line of business associated with the franchise since 2025.

Jyoti Chopra

Executive Vice President and Chief Human Resources Officer – The Hertz Corporation

Ms. Chopra was appointed Executive Vice President and Chief Human Resources Officer in November 2025 with responsibility for all aspects of Hertz's people strategy. Chopra brings over two decades of global

leadership experience in human resources, corporate responsibility, and transformation across industries. Prior to joining Hertz, from 2019 to 2025, Chopra served as Chief People Officer and Head of Corporate Responsibility at MGM Resorts International, where she led all HR functions for 62,000 employees, overseeing all components of the company's people strategy including the company's work on corporate culture and employee experience. She also spearheaded the company's HR digital transformation, including AI-driven career development and self-service tools. Her previous roles include SVP, Global HR strategy, Transformation and Operations at Pearson Plc and Managing Director for Global Citizenship and Sustainability at BNY Mellon. She has been engaged in the line of business associated with the franchise since 2025.

Dhriti Saha
Executive Vice President, Chief Information and Technology Officer – The Hertz Corporation
Mr. Saha has served as Executive Vice President, Chief Information and Technology Officer since September 2025. He is responsible for global technology and engineering strategy, overseeing enterprise IT and cybersecurity, and aligning Hertz's technology capabilities with business priorities, driving innovation, and enhancing customer and employee experiences across all channels. Saha brings more than 30 years of global leadership experience across technology, digital transformation, operations, and customer experience in the retail industry. He has successfully led multi-billion-dollar eCommerce businesses, spearheaded large-scale technology modernization programs, and driven operational excellence across supply chain, stores, manufacturing and digital channels. Prior to joining Hertz, from May 2021 to May 2025, he most recently, served as Chief Operating and Information Officer at The Container Store. He has held several executive roles, including Chief Digital Officer at GameStop (from February 2020 to April 2021), Chief Customer Officer at Bodybuilding.com and SVP, Digital at JCPenney. He has been engaged in the line of business associated with the franchise since 2025.

Greg May
Executive Vice President, Fleet Management – The Hertz Corporation
Mr. May has served as Executive Vice President, Fleet Management since July 2024. He leads all aspects of Hertz's fleet management, including fleet procurement and strategy, analytics, and vehicle remarketing. May has over 35 years of experience managing commercial aviation fleets and supple chains. He has held leadership positions at Delta Air Lines, Northwest Airlines, and United Airlines, among other companies. May also founded aircraft leasing company Q Aviation and launches Valkyrie Aviation, a commercial aircraft investment company for Blackstone, where he most recently served as President and Chief Executive Officer. May holds an MBA from the University of Chicago and a Bachelor of Science degree in Aerospace Engineering from the Arizona State University. He has been engaged in the line of business associated with the franchise since 2024.

Mike Moore
Executive Vice President, Chief Operating Officer – North America – The Hertz Corporation
Mr. Moore has served as Executive Vice President, Chief Operating Officer – North America, since November 2025. Prior to that he served as Executive Vice President, Technical Operations from July 2024 to November 2025. He leads all aspects of Hertz's fleet maintenance. Dut to his more than 25 years of experience managing fleet operations and maintenance, Moore has expertise in overseeing operations and delivering process improvements that reduce costs and drive enhanced financial performance. He has held leadership positions at Delta Air Lines, where he spent a decade in operations focused roles of increasing responsibility, and at Northwest Airlines, among other companies. He most recently served as Executive Vice President, Spaceline Technical Operations at Virgin Galactic. Moore holds an MBA from Indiana Wesleyan University and a Bachelor of General Studies degree from Valdosta State University. He has been engaged in the line of business associated with the franchise since 2024.

Elyes Mrad
Executive Vice President, Hertz International – The Hertz Corporation
Mr. Mrad has served as Executive Vice President, Hertz International since December 2023 and oversees the company's business in Europe and Asia Pacific. Before joining Hertz, he held Managing Director roles at Certares, a leading private equity firm focused on the hospitality and travel industry, and American Express Global Business Travel. Prior to that Elyes, was Senior Vice President of Sales and Marketing at Hertz International and Managing Director for Hertz in Germany, Czech Republic and Slovakia. In addition to his roles within Hertz, Elyes has also held senior positions in the U.S., Europe, and Asia-Pacific with Sita, Japan Tobacco International and Rolex, and he currently serves on the Board of Directors of Zytlyn Technologies. He holds an MBA from the International Institute for Management Development (IMD) as well as a Master of Science degree in Precision Engineering from the Swiss Federal Institute of Technology. He has been engaged in the line of business associated with the franchise since 2023.

Laura Smith
Executive Vice President, Corporate Sales and Sponsorships – The Hertz Corporation
Ms. Smith has served as Executive Vice President of Corporate Sales and Sponsorships since July 2024. She previously served as the Executive Vice President of Sales and Customer Experi-ence Officer and Executive Vice President of Marketing and Sales. Ms. Smith has more than 20 years of expertise in the travel industry and customer experience. She joined Hertz in 2002 in Dublin, Ireland where she held various leadership roles at the company's international customer contact center. In 2013, she relocated to the United States to lead Hertz's Customer Care team and contact center in North America. In 2019, she was promoted to Senior Vice President of Customer Experience, overseeing the company's global Customer Care and Customer Experience organizations.

Mark E. Johnson
Senior Vice President and Treasurer – The Hertz Corporation
Mr. Johnson has served as a Senior Vice President & Treasurer of Dollar, Thrifty and The Hertz Corporation since January 2023. Previously Mr. Johnson served as a Vice President & Interim/Assistant Treasurer of Dollar, Thrifty and The Hertz Corporation from September 2013 to January 2023, while simultaneously serving as a Vice President & Treasurer of Donlen Corporation, a former subsidiary of The Hertz Corporation over the same period. Prior to joining the company, Mr. Johnson was a Principal at Larkspur Advisory Services where he was involved in transactions including the upgrading of Hertz's $1.1 billion commercial fleet leasing facility, making it a rated ABS facility. Mr. Johnson holds an M.B.A. from the University of Michigan and a B.A. in Economics and a B.S. in Finance from the University of Pennsylvania.

Mark Kosman
Senior Vice President and Chief Accounting Officer – The Hertz Corporation
Mr. Kosman has served as a Senior Vice President and Chief Accounting Officer for The Hertz Corporation since September 2025. Mr. Kosman brings 37 years of financial leadership experience from his career at Ford Motor Company, where he successfully led through complex and dynamic environments, including major restructuring, emerging market positioning, and resource allocation. Most recently, he served as Ford's Chief Accounting Officer from 2024 until September 2025. Prior to that from 2022 to 2024, he held key roles leading enterprise-wide transformation initiatives, overseeing project management, and serving as Chief Financial Officer for both the North American and Asia Pacific regions from 2018 to 2022. He holds an M.B.A. from Wayne State University and a Bachelor of Business Administration in Accounting and Business/Management from Bowling Green University.

Darren Arrington
Executive Vice President, Revenue Management – The Hertz Corporation
Mr. Arrington has served as Executive Vice President, Revenue Management since September 2020. He previously served as Senior Vice President of Fleet Planning at Hertz from 2012 to September 2020. From

2000 to 2012, Mr. Arrington was in a variety of leadership roles at Dollar Thrifty Automotive Group, which was purchased by Hertz in 2012. Mr. Arrington has leadership experience in fleet acquisition, fleet remarketing, fleet planning and revenue management.

GJ Kistemaker

Senior Vice President, Global Franchise Operations – The Hertz Corporation

Mr. Kistemaker has served as Senior Vice President, Global Franchise since October 2025, overseeing Hertz, Dollar and Thrifty's Franchise operations globally. Prior to joining Hertz, he held leadership roles at Bolt Technology, a leading European mobility technology company, where he was responsible for the global Franchise and Partner Markets, Corporate Development for the group and Business Development for Ride Hailing. Between 2018 and 2020 Mr. Kistemaker has also held the position of Vice President and Global Head of Corporate Development and M&A at Delphi Technologies. Between 2006 and 2018 Mr. Kistemaker was an investment banker focusing on Mergers & Acquisitions, Initial Public Offerings and Debt Capital Markets. He has been engaged in the line of business associated with the franchise since 2025.

Matthew Potalivo

Vice President, Chief Counsel – Operations and Strategy – The Hertz Corporation

Mr. Potalivo has served in various roles with The Hertz Corporation since his start in July 2014, including Vice President Corporate Law, Assistant General Counsel and Assistant Secretary. In addition to his role with The Hertz Corporation, Mr. Potalivo serves as our Director, Vice President and Assistant Secretary, Director, Vice President and Assistant Secretary of Hertz and Vice President and Assistant Secretary of Thrifty. Previously, Mr. Potalivo was an Associate Attorney at Ballard Spahr LLP from September 2005 to July 2014. He has been engaged in the line of business associated with the franchise since 2014.

Miriam E Restrepo

Senior Director, North American Franchise Operations

Ms. Restrepo began her career in the rental car industry more than 30 years ago with Dollar in Orlan-do, Florida. In 1990, Miriam moved to Miami and years later, assumed the role of General Manager (GM) for Dollar and Thrifty, overseeing both the airport and seven off-airport locations. In 2013, she transitioned to the Hertz brand as City Ops Manager/Director in Miami. After five years, she was promoted to GM for Southwest Florida International Airport in Fort Myers, Florida. In 2021, she returned to Miami International Airport as GM, overseeing all brands. Most recently, she was the Senior Director, Dollar and Thrifty, where she led operational improvements for the brands and served as a liaison with our partners. In January of 2025, she moved into the Senior Director, Franchise Operations role for North America.

Gael Alarcon

Director, Franchise Operations and Analytics - The Hertz Corporation

Mr. Alarcon has been employed by The Hertz Corporation in the Franchise Department since June 2007 where he has been strategizing and analyzing the parameter for Franchise Operations. Over the last 14 years Mr. Alarcon's responsibilities have included providing ongoing support, communications, operational assessment, business analysis, administration, and ensuring compliance to system standards.

Michael J. Diederich

Director of Franchise Operations – The Hertz Corporation

Mr. Diederich became Director, Franchise Operations for The Hertz Corporation in April 2016. Prior to that, Mr. Diederich was Manager, Central Franchise Operations, North America for The Hertz Corporation from January 2014 to March 2016. From June 2011 to January 2014, Mr. Diederich was our Manager, Central Franchise Operations. Mr. Diederich is located in Des Plaines, Illinois.

Cameron Dyer

Director of Franchise Operations - The Hertz Corporation
Mr. Dyer has served as a Director of Franchise Operations for The Hertz Corporation since August 2023. As one of the Directors in Franchise Operations, he oversees franchise renewals, application and fleet support as well as site visits. Prior to joining the Franchise Operations team, Mr. Dyer worked in Customer Experience overseeing the Net Promoter Score program and evaluating the overall customer experience for Hertz, Dollar and Thrifty from December of 2018 to August of 2023. Mr. Dyer joined Hertz in December of 2015 holding various roles in the Sales Support organization.

Tanya Venhuizen
Manager, Franchise Operations – The Hertz Corporation
Ms. Venhuizen has been employed by The Hertz Corporation in the Franchise Department since April 2025. Prior to joining the Franchise Operations Team, she worked as an Analyst in the Real Estate Department for The Hertz Corporation from July 2022 to April 2025. She has over 20 years of legal experience and currently manages the agency contracts, audits the Certificates of Insurance for compliance, and supports the Franchise Operation Directors with various projects to help move the department forward.

Robert G. White
Director of Franchise Operations - The Hertz Corporation
Mr. White has served as a Director of Franchise Operations for The Hertz Corporation since March 2022. Prior to that, he served as a Manager, Franchise operations since. July 2016. His management responsibilities involve franchise communications, operational support, renewals and new franchise agreements. Prior to joining The Hertz Corporation in 2016, he was the Assistant Manager of Citadel Federal Credit Union from March 2011 to July 2016.

ITEM 3
LITIGATION

Pending Actions – Dollar

1. Dollar Rent A Car Incorporated and Thrifty Rent-A-Car System Incorporated v. Yunus Moolla, Imraan Moolla, The Trustees Of Safy Trust, and Springs Car Wholesalers (Pty) Ltd Following the expiration of SAFY's franchise agreement in December 2021 for the territories of South Africa, Botswana, Namibia and Mauritius, the franchisee continued operating both a franchise operation and a competing business, which resulted in Dollar Rent A Car, Inc. and Thrifty Rent-A-Car System, Inc. bringing an urgent interdict application in South Africa against the SAFY parties to cease use of the company's marks in January 2022. After various court motion proceedings between the parties since 2022, Dollar Rent A Car, Inc. and Thrifty Rent-A-Car System, Inc. are now pursuing a separate damages claim, by way of action proceedings in court, against the SAFY parties. The parties attempted to mediate the damages claim without success and the action proceedings claiming damages remains active in court.

2. Yunus Moolla, Imraan Moolla, and Springs Car Wholesalers (Pty) Ltd v. Dollar Rent A Car Incorporated and Thrifty Rent-A-Car System Incorporated and CFAO Mobility (Pty) Ltd (Case No: 2023-080290) in the High Court of South Africa. The applicant issued an urgent interdict application seeking to prevent Dollar Rent A Car Inc. and Thrifty Rent-A-Car System Inc. from entering into an agreement for use of the Dollar and Thrifty brands in South Africa. The application was opposed and the application was dismissed for lack of urgency, with an order for punitive costs in favor of Dollar Rent A Car Inc. and Thrifty Rent-A-Car System Inc.. The merits of the remaining application were still to be determined. In April 2024, the applicant (the SAFY parties) formally withdrew the remaining application and tendered legal costs (per court tariff). This application is now closed, and Dollar Rent A Car Inc. and Thrifty Rent-A-Car System Inc. are in the process of recovering legal costs (per court tariff) on taxation.

3. Yunus Moolla, Imraan Moolla, SAFY Trust, Springs Car Wholesalers (Pty) Ltd and Hired by Black Woman v. Dollar Rent A Car Incorporated and Thrifty Rent-A-Car System Incorporated, Hertz International Ltd. and CFAO Mobility (Pty) Ltd (Case No: 2023 – 098485, 2023/098485) in the High Court of South Africa. An application was issued to prevent the respondents, the SAFY parties, from utilizing the trademarks, intellectual property, domains, names and other materials of Dollar Rent A Car Inc. and Thrifty Rent-A-Car System Inc. without a license. Despite the application being issued, the SAFY parties' behavior continued. Dollar Rent A Car Inc. and Thrifty Rent-A-Car System Inc. then escalated the application to urgent status. The parties jointly proposed an order to the court – the court issued an order by way of agreement to address the return of Dollar Rent A Car Inc.'s and Thrifty Rent-A-Car System Inc's. intellectual property.

4. More Automotive Products, Inc. v. Dollar Rent A Car, Inc. On February 22, 2024, Dollar terminated its franchise relationship with More Automotive, a franchisee operating in Puerto Rico, for various violations of the franchise agreement. The former franchisee filed separate lawsuits in federal court in Puerto Rico and the Middle District of Florida, which were both dismissed. The matter was then sent to binding arbitration. In October, 2025, the plaintiff dismissed the arbitration.

Prior Actions – Dollar

None.

Pending Actions – Parent Entities (The Hertz Corporation, Hertz Global Holdings, Inc., Rental Car Intermediate Holdings, LLC and subsidiaries)

1. Arquipélago Turismo S/A v. Car Rental Systems do Brasil Locação de Veículos Ltda. Following Hertz's sale of its Brazilian business in 2017, Arquipelago, a former franchisee, filed suit against Car Rental seeking damages for the purported early termination of their franchise agreement. In March 2022, the first instance court dismissed Arquipelago's claims on the basis that they were already winding up their business prior to Hertz's announcement of the sale of its Brazilian business. In October 2023, the Sao Paolo Court of Appeals overturned the decision of the first instance court, and imposed damages. Car Rental files a special appeal to the Superior Court of Justice in Brasilia on May 23, 2024 and received a favorable decision annulling the State Court of Appeals decision due to procedural flaws and requiring the State Court of Appeals to hear the matter again, this time with reference to Hertz's arguments. On July 31, 2025, the State Court of Appeals reaffirmed its prior ruling. Car Rental appealed back to the Superior Court in October of 2025. In December 2025, the President of the Sao Paulo Court of Appeals authorized both a Special Appeal and an Extraordinary Appeal to the Superior Court and Supreme Court. In addition to admitting both the Special Appeal and the Extraordinary Appeal to the Superior Court of Justice and the Federal Supreme Court, respectively, the President of the São Paulo Court of Justice also ordered the suspension of the Court of Appeals' decision, in order to prevent its provisional enforcement.

2. DRAC Systems Corporation v. Dollar Thrifty Automotive Group Canada Inc. and The Hertz Corporation. DRAC formerly held a license agreement entered into on March 11, 1998 for the Province of Saskatchewan for the Dollar and Thrifty brands. Following DTAG's termination of the license agreement in December 2017 given significant decreased in reservation volumes and a recognition that DRAC had effectively abandoned its business, DRAC filed suit in February 2021 alleging breach of contract, among other causes of action. The matter is currently pending in the Saskatchewan Provincial Court in Canada and remains active.

3. Wells Fargo Bank, National Association, as Indenture Trustee v. The Hertz Corporation, et al. On July 1, 2021, Wells Fargo Bank, N.A. ("Wells Fargo"), in its capacity as indenture trustee of a series of unsecured notes issued by the Company and maturing in 2022, 2024, 2026, and 2028 (collectively, the "Notes"), filed a complaint against The Hertz Corporation and certain subsidiaries in the U.S. Bankruptcy Court for the District of Delaware related to Hertz's repayment of the Notes as part of its Chapter 11 bankruptcy. Specifically, Wells Fargo seeks a declaratory judgment that, in addition to the $2.8 billion that the Noteholders had already received in principal, pre-petition interest, and post-petition interest at the federal judgment rate, they were also entitled to an additional approximately $272 million in redemption premiums and post-petition interest at their contract default rates. On December 22, 2021, the Bankruptcy Court dismissed Wells Fargo's claims with respect to the redemption premium on the 2022 and 2024 notes, and the post-petition interest. On November 9, 2022, the Bankruptcy Court granted Hertz's motion for summary judgment on the remaining claims. On September 10, 2024, the Third Circuit Court of Appeals reversed, holding that the "absolute priority rule" required Hertz to pay the make-whole premium on the 2026 Notes and on the 2028 Notes, and post-petition interest at the contract rate rather than the federal judgment rate on the Notes. Hertz filed a petition for writ of certiorari with the United States Supreme Court. On January 12, 2026, the Supreme Court denied Hertz's petition for certiorari. On January 27, 2026, Hertz paid approximately $346 million, which was the amount that was not disputed by the parties, including the interest through the date of payment. There will be a hearing on Wells Fargo's claim to some additional interest on April 9, 2026.

Pending Actions – Actions Brought By Parent

1. Car Rental Systems do Brasil Locação de Veículos Ltda. and Hertz System, Inc. v. Pimentel & Pimenta Ltda. Car Rental Systems brought an inhibitory action against Hertz's former subfranchisee in Brazil post-termination for unlawfully continuing to use Hertz brands and trademarks in violation of the subfranchisee agreement. The 8th Civil Court of the Santo Amaro District, Sao Paulo ruled in Hertz's favor on August 20, 2017, issuing an injunction against the former subfranchisee and awarding

Hertz damages. Following an appeal, the decision became final in January 2019. The matter is suspended while the prospect of a collection action remains pending. The situation remains unchanged. We are still awaiting the outcome of further asset searches aimed at identifying assets subject to attachment.

2. Localiza Car Rental Systems S.A. and Hertz System, Inc. v. Rovema Locadora de Veículos Ltda. Legal action was taken against a former Hertz subfranchisee in Brazil for the undue use of the HERTZ brand and name. The court granted an injunction to cease the use of the HERTZ brand and domain name and fixed a daily fine of R$ 5,000. Hertz System, Inc. brought an inhibitory action against Hertz's former subfranchisee in Brazil post-termination for unlawfully continuing to use Hertz brands and trademarks in violation of the subfranchisee agreement. The 4th Civil Court of the Santo Amaro District, Sao Paulo ruled in Hertz's favor on May 15, 2018, issuing an injunction against the former subfranchisee and awarding Hertz damages. The former subfranchisee appealed the decision on May 23, 2023 to the Sao Paulo Court of Appeal. This appeal was rejected on February 18, 2026 and we are waiting to see if the former sub-franchisee seeks a motion for clarification from the Sao Paulo Court of Appeal or appeals to the Superior Court of Justice. The matter remains active.

Prior Actions – Parent Entities (The Hertz Corporation, Rental Car Intermediate Holdings, LLC and Hertz Global Holdings, Inc.)

1. Robert Abrams, et al. v. The Hertz Corporation (Index No. 44481/88) filed in the Supreme Court of New York in and for the county of New York on July 21, 1988. The action was instituted by Attorneys General of New York, Iowa, Kansas, Massachusetts, Missouri, and Texas and alleged violations of the consumer protection statutes of their respective states with regard to the manner in which certain former Hertz employees formally documented claims asserted against customers and third parties for physical damages to rented Hertz vehicles. The Attorneys General sought an order: (i) enjoining The Hertz Corporation from asserting such claims against customers and third parties; (ii) directing The Hertz Corporation to make restitution to persons from whom it recovered amounts for repair of physical damage to its vehicles in excess of the actual cost of repairs, in the amount of such excess; (iii) directing The Hertz Corporation to refund certain administrative fees collected by The Hertz Corporation; and (iv) directing The Hertz Corporation to pay the six named Attorneys General $15,000 each for their costs. On August 4, 1988, the court entered a Final Consent Judgment, based upon a stipulation and consent of the parties, under which The Hertz Corporation entered into a related consent agreement with the six named Attorneys General, and Attorneys General from 35 other states and one territory that also approved the terms of the final consent agreement. Although under the Final Consent Judgment the court made no findings of fact or rulings of law that The Hertz Corporation, or any of its officers, directors or employees, violated any law (and nor was there any admission of liability for violation of any law), The Hertz Corporation nonetheless consented to a judgment under which The Hertz Corporation: (i) is prohibited from asserting or collecting any claim for physical damage to its vehicles for more than the estimated actual cost of repair including all anticipated discounts or price reductions; (ii) refunded to all persons any excess of the amount The Hertz Corporation recovered from such persons for repair to its vehicles over the amount of its actual costs; (iii) refunded certain administrative fees collected; and (iv) paid the six named Attorneys General $15,000 each for their costs. The Hertz Corporation also agreed to modify the manner in which Hertz documents and processes claims for physical damage to its vehicles.

2. Elizabeth Patrick v. The Hertz Corporation (Case No. 13CH19179) filed in the Circuit Court of Cook County, Illinois on August 19, 2013. Plaintiff, on behalf of herself and all other similarly situated Hertz customers, filed a class action complaint against The Hertz Corporation, alleging violations of the Illinois Consumer Fraud Act related to taxes on customer facility charges and airport concession fees assessed to Hertz customers renting vehicles at airports in Illinois. Plaintiff alleges that Hertz improperly taxed the charges and fees causing customers to overpay. Plaintiff sought an unspecified amount of damages, injunctive relief and attorneys' fees. In April 2015, Plaintiff's counsel proposed a settlement on

a non-class basis. In January 2016, the parties entered into an agreement to settle the matter on a non-class basis, and Hertz agreed to pay Plaintiff $23,000. On March 28, 2016, a stipulation of dismissal of the case was entered by the court.

3. Anthony Oliver v. The Hertz Corporation and Citicorp USA, Inc. (Case No. C20161989) filed in the Superior Court of the State of Arizona in and for the County of Pima. On April 28, 2016, Plaintiff filed an action in a Tucson, Arizona state court seeking $150,000 in compensatory damages and $350,000 in exemplary damages, from each named Defendant, alleging breach of contract and negligent misrepresentation relating to alleged fraudulent rental charges. Hertz reached a settlement with Plaintiff on May 18, 2016 for $1,500.

4. Rebecca Reilly v. The Hertz Corporation (Case No. 16CV924) filed in the Quincy District Court of the Commonwealth of Massachusetts. Plaintiff brought suit in July 2016 claiming that Hertz failed to submit the rental invoice to the customer's insurance carrier as agreed and rather made fraudulent charges in violation of the Massachusetts Consumer Protection Law, Chapter 93A, in the amount of $4,004.23. Pursuant to Chapter 93A, Plaintiff demanded treble damages totaling $12,012.69. Hertz reached a settlement with Plaintiff on November 1, 2016 for $3,000.00.

5. Liberty Representacoes e Servicos Ltda. V. Car Rental Systems do Brasil Locacao de Veiculos Ltda. (Case No. 0643614-93.2015.8.04.001) filed in the Ninth Civil and Work Related Court of the District of Manaus/AM, Brazil on December 18, 2015. Plaintiff, the Thrifty licensee in Brazil, filed suit against Car Rental Systems do Brasil Locacao de Veiculos Ltda. ("Hertz Brazil"), a subsidiary of The Hertz Corporation, alleging violations of a sales agent agreement and a license agreement, neither to which Hertz Brazil is a party. Plaintiff alleges that its Thrifty business has been undermined due to competition by Hertz Brazil, a refusal to approve sub-licensees, the improper sharing of confidential information and other bad faith conduct on the part of Thrifty Rent-A-Car System, Inc. ("Thrifty") and its affiliates. Plaintiff seeks an injunction against the alleged conduct and damages of 50 million Brazilian real. In January 2016, Thrifty and DTG Operations, Inc., the party to the sales agent agreement, filed a challenge to venue in Manaus. After initially granting a preliminary injunction, on February 29, 2016, the court issued an order removing the injunction. In November 2016, the case was settled with the reacquisition by the franchisor entities of the Thrifty licensee's master franchise rights in Brazil for approximately 7 million Brazilian real (USD $2 million).

6. People of the State of California acting by and through San Francisco City Attorney Dennis J. Herrera v. The Hertz Corporation, American Traffic Solutions, Inc., ATS Processing Services, L.L.C., American Traffic Solutions Consolidated, L.L.C., and PlatePass, L.L.C. (Case No. CGC-17-557336) filed in the Superior Court of the State of California, County of San Francisco. On March 1, 2017, the City of San Francisco filed suit against Hertz and American Traffic Solutions, Inc. alleging that both entities fraudulently and deceptively induced Hertz customers who drive across the Golden Gate Bridge in San Francisco to purchase PlatePass. These actions were purportedly undertaken without proper disclosure and without customer consent. On October 26, 2017, the City Attorney's Office, Hertz, and ATS attended mediation in San Francisco. In the City Attorney's mediation brief, for the first time, the Deputy City Attorney demanded $17.4 million in restitution and penalties. This was in addition to significant modifications to Hertz's disclosure materials. While the parties made progress on the disclosure front, the mediation reached impasse on the financial component. Following the mediation, discovery and depositions proceeded during 2018. During Q3 2018, the parties re-opened settlement discussions. The parties reached a formalized settlement during Q1 2019, with both Hertz and ATS agreeing to allocate fifty percent (50%) of the final settlement amount. Hertz's allocated portion of the settlement payment to the City Attorney was $1,825,000. In addition to the payment, Hertz and ATS agreed to several operations-focused mandates including maintaining specific training requirements and ensuring proper customer disclosures for eighteen (18) months. This matter was closed in February 2019.

7. Mark Stich and Kristina Stich vs. The Hertz Corporation d/b/a Hertz Car Sales (Superior Court of the State of California, County of Santa Clara, Case No. 17CV305776). In January 2017, Plaintiff filed a civil suit alleging violation of the Consumers Legal Remedies Act, Civil Code § 1750 et seq., Violations of Cal. Bus. & Prf. Code §§ 17200, et seq., Common Law Fraud, Breach of the Implied Warranty of Merchantability (California Commercial Code §2314), and violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty and Implied Warranty of Merchantability (California Civil Code §§ 1791.1, 1791.2, 1792 and 1793.2(D)), relating to an alleged lack of disclosure in connection with the sale of a vehicle which Plaintiffs allege was previously in an accident and suffered structural damage. The parties settled the claim for $17,500 on July 13, 2017.

8. Jenhanco, Inc. v. The Hertz Corporation, et al. (Case No. 2:15-cv-04191-ODW) was brought in the United States District Court of the Central District of California. On April 23, 2015, Plaintiff, a Dollar licensee at the Salt Lake City airport, filed suit against Hertz Global Holdings, Inc. and The Hertz Corporation in the Superior Court of California, County of Los Angeles (Case No. BC579568). The Hertz defendants removed the case to the United States District Court. Plaintiff filed an Amended Complaint adding as defendants Dollar Rent A Car, Inc. and Dollar Thrifty Automotive Group, Inc. (collectively referred to with The Hertz Corporation in this summary as "Hertz") and subsequently dismissed without prejudice Hertz Global Holdings, Inc. Plaintiff alleged breach of contract, breach of the covenant of good faith and fair dealing, promissory fraud, tortious interference with prospective economic relations and tortious interference with contract in connection with Hertz's acquisition of an existing Thrifty Car Rental location at the Salt Lake City airport and the subsequent bidding of the Thrifty and Firefly brands by Hertz at the airport. Plaintiff alleged that it should have been given the opportunity to acquire the Thrifty Car Rental location, to dual brand the Dollar and Thrifty brands at the airport and to acquire the Firefly concession at the airport. Plaintiff also alleged that Hertz failed to adequately support it. Plaintiff sought injunctive relief requiring Hertz to grant Plaintiff the right to acquire the Thrifty and Firefly concessions at the airport. Plaintiff also sought an unspecified amount of damages, lost profits, restitution, punitive damages, costs and interest. Effective as of October 31, 2017, the parties resolved this dispute in a settlement involving the re-acquisition of the territory rights for the Dollar brand in Utah, the assignment of the agreements relating to the Salt Lake City Airport, and the acquisition of certain vehicles and other fixed assets, for an aggregate acquisition price of approximately $9,225,000. On November 14, 2017 the case was dismissed with prejudice.

9. Robert Spotswood v. The Hertz Corporation (Case No. 2:15-cv-03518 (ES/MAH)) was brought in the United States District Court for the District of New Jersey. On April 6, 2015, Plaintiff, on behalf of himself and all other similarly situated Hertz customers, filed suit in the Superior Court of New Jersey, Bergen County (Case No. L-3190-15). Hertz removed the case to the United States District Court. Plaintiff alleged breach of contract, violations of the New Jersey Consumer Fraud Act, injunctive relief, and unjust enrichment in connection with certain fees imposed by Hertz on rental car customers who suffer loss or damages to rental vehicles. Plaintiff sought an unspecified amount of damages, an injunction against the continued imposition of the fees and attorneys' fees. On June 26, 2015, Hertz moved to dismiss Plaintiff's claims for violation of the New Jersey Consumer Fraud Act and for injunctive relief. In October 2015, the court granted a motion by Hertz to transfer venue to the United States District Court for the District of Maryland. In November 2016, the court ruled on Hertz's Motion to Dismiss the Amended Complaint – granting the motion in part and denying the motion in part. The court's order dismissed the Plaintiff's Maryland consumer fraud statutory claim, the negligent misrepresentation claim and the unjust enrichment claim, and denied the motion to dismiss as to the Plaintiff's single remaining claim – breach of contract. On August 21, 2018, the Plaintiff filed a Motion for Class Certification. Hertz subsequently filed its Opposition to Class Certification and, on October 12, 2018, the Plaintiff filed a Reply Memorandum of Law in Support of Class Certification. In that filing, the Plaintiff downsized his requested class from a nationwide class to a class composed of certain rentals that took place in seven states, or an alternate class of only Maryland renters. On October 25, 2018, Hertz filed for leave to file a Surreply to correct Plaintiff's

"striking mischaracterization of the record." On February 7, 2019, the U.S. District Court denied Plaintiff's Motion for Class Certification. The case was dismissed by a Stipulation of Voluntary Dismissal of Action on February 28, 2019.

10. John Ellis, at al. v. Dollar Thrifty Automotive Group, et al. (Circuit Court for the Thirteenth Judicial Circuit, Hillsborough County, Florida, Case No. 13-CA-015274). On December 18, 2013, John Ellis on behalf of himself and all other similarly situated customers, filed a class action complaint against The Hertz Corporation ("Hertz") and Dollar Thrifty Automotive Group, Inc. ("DTG") (collectively referred to in this summary as "Defendants"), alleging violations of the Florida Deceptive and Unfair Trade Practices Act and unjust enrichment related to pre-paid fuel charges. Plaintiff originally named Hertz as a defendant in his complaint, but dismissed all claims against Hertz pursuant to a stipulation. Mr. Ellis alleges that DTG overcharged customers for pre-paid fuel by billing for an amount of fuel greater than the fuel tank capacity of the rental vehicles. Mr. Ellis sought compensatory damages, injunctive and declaratory relief and attorneys' fees. In July 2014, Defendants filed an Answer and affirmative defenses. In February 2016, the parties agreed in principle on a possible resolution to this matter. A low end settlement was effectuated in 2018 and 2019 with claimants receiving refunds totaling less than $4,000. The matter was closed in 2019.

11. Vizant Technologies, LLC v. Hertz Global, Inc., The Hertz Corporation, Hertz Australia PTY Ltd., Hertz New Zealand, and Car Rental Systems Do Brasil (Case No. 17202265-3) was brought in the Superior Court of the State of Washington, in and for the Court of Spokane. On June 9, 2017, Plaintiff filed a lawsuit against Defendants The Hertz Corporation and certain affiliates alleging, among other claims, breach of contract, statutory and tort claims, unjust enrichment and fraud relating to payment processing consulting services provided by Plaintiff in Australia, New Zealand and Brazil. Specifically, Plaintiff alleged that Defendants failed to pay Plaintiff for the consulting services and committed other payment obligation-related breaches, and improperly shared Plaintiff's services with other Hertz affiliates. Hertz filed a Motion for Summary Judgment, and for recovery of its attorney's fees. On April 16, 2019 Vizant voluntarily dismissed the action against Hertz. On February 11, 2020, Hertz obtained an award of attorneys' fees in the amount of $472,762.63. Vizant is now dissolved and Hertz does not expect to collect on that award.

12. Dawn Cooks, et al. v. The Hertz Corporation (Case No. 3:15-cv-00652-NJR-PME) was brought in the United States District Court for the Southern District of Illinois. On May 1, 2015, Plaintiff, on behalf of herself and all other similarly situated Hertz customers, filed suit in the Circuit Court, St. Clair County, Illinois, related to certain energy surcharges and vehicle license cost recovery fees charged by Hertz. Hertz removed the case to the United States District Court. Hertz also moved to compel arbitration and dismiss the complaint. On August 5, 2015, Plaintiff filed an Amended Complaint alleging violations of the Illinois Consumer Fraud Act and the Missouri Merchandising Practices Act in connection with the surcharges and fees. Plaintiff sought actual and punitive damages, attorneys' fees, an injunction against the continued imposition of the charges, and a declaration that the arbitration provision in the rental agreement is unconscionable. In August 2015, Plaintiff filed an Amended Complaint and Hertz filed motions (i) to compel arbitration of Plaintiff's claims, and (ii) to dismiss those claims. In an order issued on April 20, 2016, the Court granted Hertz's Motion to Compel Arbitration as to Dawn Cooks, but the motion was denied as to the three (3) remaining Plaintiffs. On January 20, 2017, Plaintiffs filed a Second Amended Complaint which significantly expanded the scope of the lawsuit. Two (2) of the former class Plaintiffs were dropped and a new Plaintiff, Dan Roehrs, was added. Illinois, Missouri, California, Colorado, Georgia and Michigan were added under the vehicle license fee allegations. On February 24, 2017, Hertz filed a Motion to Dismiss the Second Amended Complaint, along with a Motion to Compel Arbitration as to Dan Roehrs. The Court issued an Order on September 29, 2017, granting Hertz's Motion to Compel Arbitration as to Dan Roehrs, significantly reducing the scope of this matter and removing the added claims from the Second Amended Complaint. Concurrently, the Court denied Hertz's Motion to Dismiss as to the one (1) remaining plaintiff Emma Bradley. The two (2) remaining causes of action related to purported violations

of the Missouri Merchandising Practices Act by means of unfair and deceptive practices. Hertz filed its Answer to the remaining Missouri claim on October 31, 2017. On November 17, 2017, Plaintiff Emma Bradley on behalf of herself and all others similarly situated, filed a Motion for Class Certification. On December 22, 2017, Hertz filed its opposition to Plaintiff's Motion for Class Certification, along with a separate Motion for Summary Judgment. With leave of court, Plaintiff filed a Third Amended Complaint on June 27, 2018. Following this, Plaintiff re-filed its Motion for Class Certification on September 17, 2018. Hertz, in turn, re-filed its Motion for Summary Judgment on November 9, 2018, which the court granted in part. On September 24, 2019, Hertz filed a Motion for Reconsideration of the summary judgment decision and an updated memorandum in opposition to plaintiff's Motion for Class Certification. As part of the Bankruptcy Mediation Process, this matter was mediated on February 22, 2021 and the parties came to a tentative settlement wherein, for a cash payment of $150,000 by Hertz, plaintiffs agreed to dismiss with prejudice the Class Proof of Claim and the underlying putative class action. The settlement was approved by the Bankruptcy Court in February 2021 and was implemented.

13. Daniel Margulis v. The Hertz Corporation (United States District Court for the District of New Jersey, Case No. Case No. 2:14-CV-01209-WJM-MF). On February 25, 2014, Daniel Margulis, on behalf of himself and all other similarly situated Hertz customers, filed a class action complaint against The Hertz Corporation, alleging breach of contract, violation of the New Jersey Consumer Fraud Act, unjust enrichment and fraud related to currency conversion fees charged to Hertz customers renting vehicles abroad. Plaintiff alleged that The Hertz Corporation engaged in deceptive and fraudulent practices by charging allegedly unauthorized and inflated currency conversion fees in connection with the conversion of credit card charges for foreign vehicle rentals into United States currency. Plaintiff sought an unspecified amount of compensatory and statutory damages, attorneys' fees and an injunction against continued violation of the New Jersey Consumer Fraud Act. The Hertz Corporation filed an Answer in June of 2014. Thereafter, in August of 2014, The Hertz Corporation filed a Motion to Dismiss for failure to include indispensable parties – Hertz UK and Hertz Italiana – in this litigation. On April 30, 2015, the judge denied the Motion to Dismiss. In August 2019, Hertz filed a Motion for Summary Judgment. As part of the Bankruptcy Mediation Process, this matter was mediated on February 11, 2021, and the parties came into a tentative settlement wherein, for a cash payment of $150,000.00 by Hertz, plaintiffs agreed to dismiss with prejudice the Class Proof of Claim and the underlying putative class action. This settlement was approved by Bankruptcy Court in February 2021 and was implemented.

14. In Re: Hertz Global Holdings, Inc. Securities Litigation (United States District Court for the District of New Jersey, Case No. 2:13-CV-07050-SRC-CLW). On November 20, 2013, Pedro Ramirez, on behalf of himself and all others similarly situated, (collectively referred to in this summary as "Plaintiffs") filed a class action complaint against Hertz Global Holdings, Inc. and Mark Frissora and Elyse Douglas (collectively referred to in this summary as "Defendants"), alleging violations of federal securities laws in connection with Hertz common stock purchased between February 25, 2013 and November 4, 2013. Plaintiffs alleged that Defendants withheld information from the public regarding airport market shares losses, the value of the Hertz fleet and disputes with the new owners of Advantage Rent A Car. Plaintiffs sought an unspecified amount of damages, as well as costs and expenses. Following the filing of several amended complaints, on April 28, 2017, a Fourth Amended Complaint was dismissed with prejudice. On May 30, 2017, the Plaintiffs filed a Notice of Appeal with the appeal to be heard by the U.S. Court of Appeals for the Third Circuit. On September 20, 2018, the Third Circuit affirmed the dismissal of the complaint with prejudice. The Plaintiffs have not sought further appellate review of the affirmance, however on February 5, 2019, the Plaintiffs filed a motion asking the federal district court to exercise its discretion and allow Plaintiffs to reinstate their claims to include additional allegations from an administrative order entered by the SEC with respect to the Defendants on December 31, 2018. On September 30, 2019, the federal district court of New Jersey denied the Plaintiffs' motion for relief from the April 28, 2017 judgment and motion to allow the filing of a proposed fifth amended complaint. On October 30, 2019, the Plaintiffs filed a motion to appeal the order issued on September 30, 2019 by the

Federal District Court of New Jersey. As part of the Bankruptcy Mediation Process, this matter was mediated on February 3, 2021, and the parties came to a tentative settlement wherein, for a $250,000 cash payment by Hertz, plaintiffs agreed to dismiss with prejudice the Class Proof of Claim and the underlying putative class action. This settlement was approved by the Bankruptcy Court in February 2021 and was implemented.

15. Enrico Moretti v. The Hertz Corporation, et al. (Superior Court of California, San Francisco, Case No. CGC-13-531701). On May 24, 2013, Enrico Moretti, on behalf of himself and all other similarly situated consumers, filed a class action complaint against The Hertz Corporation and Hertz Global Holdings, Inc., Dollar Thrifty Automotive Group, Inc. and Hotwire, Inc., alleging false advertising, violations of the California Consumer Legal Remedies Act, unfair business practices and fraud, deceit and/or misrepresentation. Plaintiff alleged that The Hertz Corporation and Hertz Global Holdings, Inc., Dollar Thrifty Automotive Group, Inc. and Hotwire, Inc. charged undisclosed arbitrary and inflated exchange rates on rentals made in the United States and completed in Mexico. Plaintiff also alleged that The Hertz Corporation and Hertz Global Holdings, Inc., Dollar Thrifty Automotive Group, Inc. and Hotwire, Inc. failed to disclose that insurance advertised and sold as optional was mandatory. Plaintiff sought an unspecified amount of actual and compensatory damages, punitive damages, restitution, injunctive relief and attorneys' fees. On June 27, 2013, the case was removed to the United States District Court for the Northern District of California (Case No. 3:13-cv-02972-JSW). In August 2013, The Hertz Corporation and Hertz Global Holdings, Inc., Dollar Thrifty Automotive Group, Inc. and Hotwire, Inc. moved to transfer the case to the United States District Court for the District of Delaware. That motion was granted in April of 2014, and the Dollar-Thrifty and Hertz defendants, and Hotwire, filed separate motions to dismiss in May 2014. Thereafter, the plaintiff filed an Amended Complaint and, in June of 2014, Defendants renewed their Motions to Dismiss. In March 2015, the court granted Defendants' alternate request for a more definite statement and denied as moot and without prejudice the Motion to Dismiss. Following the filing of several amended complaints, this matter was mediated on February 19, 2021, but that mediation resulted in an impasse. Thereafter, and after engaging in the Bankruptcy Mediation Process, on May 10, 2021, a term sheet was executed confirming a $20 million settlement in exchange for dismissal of the underlying putative class action and Class Proof of Claim. The final settlement agreement was executed on September 3, 2021, and a Motion for an Order Approving the Settlement Agreement was filed with the Bankruptcy Court on the same day. The Bankruptcy Court signed the approval order on September 21, 2021. Class notice was distributed during October. The final approval was handed down on December 1, 2021.

16. Kathryne Anne Kurth v. The Hertz Corporation (Case No. 2018-CH-02994, Circuit Court of Cook County, Illinois, Chancery Division). On March 6, 2018, Plaintiff filed a purported class action in the Circuit Court of Cook County, Illinois alleging Hertz unlawfully imposes a ten percent (10%) concession fee recovery charge on car rentals at locations where Hertz incurs no such concession fee. Kathryne Anne Kurth, on behalf of herself and others similarly situated, claimed that Hertz improperly assessed a concession fee at agency rental locations, violating the Illinois Consumer Fraud and Deceptive Business Practices Act and the various state consumer protection laws of other impacted states. Plaintiff sought to create a national class for all individuals who paid a concession fee recovery charge at Hertz, Dollar or Thrifty car rental facilities where no such concession fee is incurred. On May 7, 2018, Hertz filed two (2) motions – Defendant's Motion to Compel Arbitration and Dismiss or Stay Action and Defendant's Partial Motion to Dismiss. On October 24, 2018, the Court granted Hertz's Motion to Compel Arbitration and Partial Motion to Dismiss, with prejudice, as to Kurth's fifth transaction with Hertz. The remaining four (4) transactions were compelled to arbitration. On March 4, 2019, Plaintiff sent a demand for arbitration for the four (4) remaining transactions. An arbitrator was appointed by the American Arbitration Association ("AAA") on May 3, 2019. On November 8, 2019, the arbitrator issued a final award dismissing the claim and finding in Hertz's favor. Following AAA's ruling, plaintiff filed a Motion to Vacate Arbitration Award in the U.S. District Court for the Northern District of Illinois, Eastern Division, where

the case was removed to on April 19, 2018. As part of the Bankruptcy Mediation Process, this matter was mediated on February 5, 2021, and the parties came into a tentative settlement wherein, for a cash payment of $20,000 by Hertz, plaintiff agreed to dismiss with prejudice the Class Proof of Claim and the underlying putative class action. The settlement was approved by the Bankruptcy Court in February 2021 and was implemented.

17. Emy Johnston v. The Hertz Corporation, et. Al. (Case No. 2:17-CV-01966-JAM-EFB). On August 23, 2017, a former employee filed suit in California seeking to represent a class of California current and former location managers on allegations of misclassification, with derivative meal and rest break claims, paystub claims and failure to reimburse personal use of cell phones, and derivative PAGA claims. This matter was not certified as a class action, and no adverse finding was made against the Defendants. To avoid protracted litigation and potential risks associated with class certification, however, the Defendants reached an agreement to settle the case for $550,000. That agreement was approved by the Bankruptcy Court and has been implemented. The case was dismissed with prejudice on June 23, 2021.

18. The Hertz Corporation v. Art Shaban, individually, and d/b/a Westheimer Paint & Body, Inc. (Harris County, Texas – County Civil Court). In March 2016 Hertz filed suit seeking to stop defendant from continuing to operate a Hertz-branded rental business in Houston after the termination of an agency agreement. Shaban countersued alleging, inter alia, fraudulent failure to pay hundreds of thousands of dollars in commissions. Shaban's first attempt to transfer the case to District Court was denied by the court on March 10, 2017. The County Civil Court granted Hertz's request for a permanent injunction against Shaban on May 22, 2017, and Shaban's countersuit in the County Civil Court was dismissed for failure to prosecute. Shaban then filed suit in District Court (replicating the County Civil Court counterclaim) with a corresponding motion to transfer and consolidate the underlying action brought by Hertz. The District Court allowed Shaban to proceed with the District Court action. In the District Court, Hertz filed an Answer and Counterclaim. Hertz also filed a Motion for Summary Judgment on Shaban's District Court claims on November 6, 2019. On June 1, 2020, Hertz also filed a Notice of Suggestion of Bankruptcy, staying the case. On October 7, 2021, the District Court granted Hertz's motion to dismiss Shaban's claims with prejudice due to the bankruptcy and closed the case.

19. Localiza Car Rental Systems S.A. and Hertz System, Inc. v. B Noronha Locadora de Veículos Eireli (Case No. 1015655-62.2018.8.26.0002). An inhibitory action, with injunction request, was filed in the 9th Civil Court of the Santo Amaro District, São Paulo on April 3, 2018 against the undue use of the "HERTZ" brand and name, trade dress, etc., by Defendant, a former Hertz Subfranchisee in Brazil. On May 28, 2018, the judge denied the injunction request and ordered the Defendant to present its defense. Defendant's answer was filed on July 25, 2018. On August 23, 2018, we filed our rebuttal arguments. On December 17, 2018, the lawsuit was rejected. On January 21, 2019, the judge's decision was published in the Official Gazette. On March 8, 2019, the defendant filed a motion requesting the summoning of the plaintiffs to effect payment in the amount of R$ 20,000.00 (attorney's fees of the adverse party), considering that no appeal has been filed against the judge's decision. We paid the amount and did not appeal because Noronha is no longer using the brand. This case was closed in January 2019.

20. Localiza Car Rental Systems S.A. and Hertz System, Inc. v. REM Automóveis Ltda. (Case No. 1015653-92.2018.8.26.0002). An inhibitory action, with injunction request, was filed in the 4th Civil Court of the Santo Amaro District, São Paulo on April 3, 2018 against the undue use of the "HERTZ" brand and name, trade dress, etc., by Defendant, a former Hertz Subfranchisee in Brazil. On April 5, 2018, the Judge ordered the remittance of the court files to one of the Business Courts of the State Court of São Paulo, despite the Subfranchise Agreement and the forum-selection clause (Item XVIII - Venue and Applicable Law). On April 18, 2018, the judge in the Business Court ordered the defendant to present its reply regarding the injunction request. On May 9, 2018, the defendant filed a motion informing that they ceased the use of the HERTZ brand and requested the rejection of the injunction. On May 22, 2018, we filed a

motion reiterating our request, in view of the fact that the defendant is still operating in the car rental segment and could be using the Hertz System and other properties owned by the plaintiffs. Following the filing of additional motions and orders, on October 2nd, 2018, we filed a motion requesting the suspension of the proceeding while the parties executed a settlement agreement. On October 18, 2018, we submitted a settlement agreement in Court, aiming to put an end to the case. On October 19, 2018, the judge ratified the settlement agreement and the court files were shelved (abandoned). We withdrew our claim on the basis that the infringement had finished. We paid a contribution of R$14,000 (US $4,224) to the other parties'.

Injunctive Orders

1. Federal Trade Commission. (File No. 8923190). On December 18, 1991, Dollar signed an agreement which was filed with, and accepted by, the Federal Trade Commission on March 29, 1993. The agreement contains an Order to cease and desist certain acts and practices which occurred during 1989, before the purchase of Dollar by Pentastar Transportation and before the present management of Dollar was installed. The allegations contained in the Complaint include the failure to disclose, in advertisements and computer-accessed data bases, certain mandatory charges relating to the price of renting a car. The Order requires Dollar to disclose to customers the amount of all mandatory charges, not reasonably avoidable, in connection with any representation relating to the price of contemplated rentals. Dollar's agreement to the Order was for settlement purposes and does not constitute an admission by Dollar that the law has been violated as alleged in the Complaint.

2. In Re: Franchise No Poaching Provisions, State of Washington. (File No. 19-2-29646-1 SEA). On November 8, 2019 The Hertz Corporation cooperated with the Attorney General of the State of Washington to submit an Order Approving an Entry of Assurance of Discontinuance in connection with the use of "No Poaching Provisions" in Franchise Agreements.

* * *

Except for the cases described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

On May 22, 2020, the Franchisor, its Parent, and certain of its U.S. and Canadian affiliates filed voluntary petitions for reorganization under Chapter 11 in the U.S. Bankruptcy Court for the District of Delaware. The principal place of business of Dollar Thrifty Automotive Group Canada, Inc. is 2 Convair Drive E., Etobicoke, Ontario Canada M9W 7A1. The principal place of business of all other entities listed below is 8501 Williams Road, Estero, Florida 33928.

The case numbers for Franchisor and the Parent and Affiliates identified in Item 1 are:

Debtor Name	**Case No.**	**Filing Date**
Hertz System, Inc.	20-11240	May 22, 2020
The Hertz Corporation	20-11218	May 22, 2020
Dollar Thrifty Automotive Group, Inc.	20-11222	May 22, 2020
DTG Operations, Inc.	20-11233	May 22, 2020
Dollar Rent A Car, Inc.	20-11226	May 22, 2020
Thrifty Rent-A-Car System, LLC	20-11220	May 22, 2020
Thrifty Car Sales, Inc.	20-11242	May 22, 2020
Dollar Thrifty Automotive Group Canada Inc.	20-11227	May 22, 2020
Hertz Local Edition Corp.	20-11237	May 22, 2020

On June 30, 2021, we, our Parent, Dollar and our affiliates, successfully completed its restructuring process and emerged from bankruptcy.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You will be required to pay us an initial franchise fee which will vary as determined by us depending on a number of factors including the following: (1) potential car fleet size; (2) potential area population growth; (3) potential area economic growth; (4) existing and potential for future growth of hotel accommodations; (5) existing Dollar national account customers located in the area; (6) existing and potential for future growth of local airport passenger traffic; and (7) extent of the recreational or regional markets. The range of the initial franchise fees will vary extensively.

The minimum initial franchise fee that will be required for a new franchisee (a franchisee who is not an existing Dollar franchisee) is $25,000. We estimate the initial franchise fee will range from $25,000 (except in certain circumstances) to $500,000 based on a starting fleet of 30 to 300 rental cars. Initial franchise fees may vary, based on the factors described above. For existing franchisees, we estimate that the initial franchise fee may be as low as $25,000.

If you are a transferee or an existing Franchised Business, we may, in our discretion, charge a transfer fee under certain circumstances. The transfer fee is calculated as Five percent (5%) of the average annual gross sales for the three (3) years immediately preceding a transfer by you. In 2025, a transfer fee of $0 was charged in connection with 0 transfers.

The initial franchise fee (or transfer fee, if applicable) is payable in a lump sum, or in our discretion, we may allow a portion of the fee to be paid in installments over a period not to exceed three years. Interest will not be charged on the deferred portion of the fee. The initial franchise fee is not refundable under any circumstances.

You may be required to have "**Courtesy Vehicles**" to transport customers to and from their rental vehicles. The type of Courtesy Vehicle may be determined in part by airport and/or governmental requirements, such as those found in the ADA, and must be approved by us. The number and size of Courtesy Vehicles needed will vary based on the size of the market served, the layout of the airport, the location of the rental facility and similar factors. If you have more than one brand, and unless we otherwise authorize, your Courtesy Vehicles cannot be branded with the Marks of more than one brand. That is, unless we otherwise authorize in writing, you must maintain Courtesy Vehicles branded only with the Dollar Marks to transport Dollar rental customers; and if you operate multiple brands under a Multiple Brand Addendum, you must maintain Courtesy Vehicles branded only with the Hertz Marks to transport Hertz customers, Courtesy Vehicles branded only with the Dollar Marks to transport Dollar customers or Courtesy Vehicles branded only with the Thrifty Marks to transport Thrifty customers, depending on the brands you operate from your location.

From time-to-time our Parent or our other affiliates may offer for sale the assets of certain company-owned Vehicle Rental Business locations in conjunction with a Franchise Agreement for the operation of a Dollar Business at such locations. If you purchase one of our Parent's or affiliates' existing businesses, your initial franchise fee may be substantially higher than the initial franchise fee described above. There is a broad range of initial franchise fees for these locations, based upon the factors described above, the revenue generated from the location, the fleet size, the value of the assets, and other factors, all of which will depend upon the particular facts and circumstances related to the location and transaction.

Except as otherwise described above, all fees are payable in a lump sum.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Franchise Fee [2]	Ranges from 6% to 8% of Gross Receipts derived from Your Franchised Business, subject to a minimum annual amount determined by us based on various factors including, without limitation, market size, and number and type of locations.	Payable within 10 days after receipt of the statement of payment obligations ("**Statement**") which is typically received on the 5th business day of each month for the preceding month	See Footnote 2.
Program Assessments [3]	Will vary.	As required by us.	Amounts will vary depending on the Program.
Insurance	Cost of procuring insurance for you.	As billed	
Reservation Charges [4]	Fee is assessed for each reservation made through our Reservations System. The reservation charge is estimated to range from $3.84 to $6.30 per passenger car reservation.	Payable on the 10th day after receipt of the statement for the preceding month	Charges will vary based on aggregate estimated costs incurred in operating reservations facilities divided by estimated number of reservations to be made.
Travel Industry Commissions [5]	0-30% of gross rental charges	Payable on the 10th day after receipt of the statement for the preceding month	We negotiate rates with travel agents, airlines and other travel industry members; these rates will vary.
Travel Vouchers [6]	Service fee is presently equal to 5% of Net Proceeds of the voucher	Automatically deducted from payment to you by us for vouchers accepted as payment from customers	See Footnote 6.
EDI Cost [7]	$6.50 for TSD and $1.50 for OKC Administration for a total of $8.00 per reservation	As billed.	Insurance Replacement reservations charge and processing fee. See Footnote 7.
Rental Processing Fee	2.5% for Auto Feed; 4.6% for manual feed for Insurance and Service Replacement customers	As billed.	Processing fee for insurance and service replacement customers.
Guaranteed Charge Cards - Service Fees [8]	Currently between 1% and 5% of gross rental charges.	Automatically deducted from payment to you for gross rental charges less fees deducted by card issuer	Service fees for processing and collecting for car rentals charged on required charge cards. See Footnote 8.

Type of Fee [1]	Amount	Due Date	Remarks
Charge Cards Guaranteed by Parent - Service Fees	See sub-categories below:	May be a periodic monthly invoice or on a per transaction basis	Our Parent issues a charge card which franchisee must honor. Our Parent currently bills these cards to the holder of the cards or to the employer of the holder either on a monthly basis or on a rental transaction basis.
a) Central Bill Charge Card Service Fees [9]	May range from 2.5% to 6% of gross rental charges	Automatically deducted from payment to you with payments by centrally billed charge cards	The service fee will vary based on our Parent's costs of administering the central billing operations. See Footnote 9.
b) Direct Bill Charge Card Service Fees [9]	May range from 3% to 6% of gross rental charges	Automatically deducted from payment for rentals charged on direct billed charge cards	The service fee will vary based on our Parent's cost of administering the direct billing operations. See Footnote 9.
Inspection Fee [10]	Cost of Inspection	As incurred	If you wish to purchase or lease from an unapproved supplier, we may inspect the supplier's facilities and take samples for testing. We may assess a reasonable charge for the inspection and for the actual cost of testing. See Footnote 10.
Reservation Assignment Fee	Range of $3 to $7 per reservation made through the Reservation System	As incurred	
Interest and Late Fees [11]	Interest at the lesser of the rate we prescribe, or the maximum rate allowed by law, plus a late fee of not less than 5% of the total amount overdue.	Upon demand	Payable on all overdue amounts. See Footnote 11.
Supplier Testing [12]	Will vary under circumstances	As incurred	You or the supplier must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken. See Footnote 12.
Liquidated Damages for Non-Compliance	$100 per day that the breach persists; additional $5,000 if violation still persists after ninety (90) days.	If incurred	In addition to other remedies available to us.
Renewal Fee	$5,000 to $25,000	Upon renewal	

Type of Fee [1]	Amount	Due Date	Remarks
Transfer Fee [13]	Five percent (5%) of the average annual gross sales for the three (3) years immediately preceding a transfer by you.	Upon transfer of Your Franchised Business	In our discretion, we may designate such a transfer fee payable by the transferee. See Footnote 13.
Holdover Fees [14]	The then-applicable Franchise Fee and other such fees and assessments being charged by us.	If applicable, payable within 10 days after receipt of the Statement, which is typically received on the 5th business day of each month for the preceding month or as required by us	See Footnote 14.
Security Deposit [15]	Will vary under the circumstances	Upon demand	See Footnote 15.
Early Termination Fee – Liquidated Damages [16]	Will vary under the circumstances	When you provide your Notice of Termination	See Footnote 16.
Audit Fee [17]	Cost of the audit if we discover you have underreported by two percent (2%) or more or we discover you have failed to comply with any provision of the Franchise Agreement or any other agreement between you and us or our affiliate(s).	Upon demand	If the audit or any other inspection should reveal that any payments to us have been underpaid, then you shall immediately pay to us the amount of the underpayment plus interest at five percent (5%), or, if less, the maximum rate allowed by applicable law.
Value Proposition Services [18]	$0 - $150,000 depending on your selection of optional products and services offerings	As billed	The Value Proposition products and services are offered to our franchisees on an optional menu basis. The products and services are offered by third-party vendors and by The Hertz Corporation. See Footnote 18.

Notes:

1. Except as described in footnote 2, all fees are uniformly imposed by us. All fees are payable to us, and are non-refundable, except that the Travel Industry Commissions may be collected by us or an affiliate on behalf of a third party. We may apply any payments you or your affiliates make to any amounts you or your affiliates owes us or our affiliates even if you have designated the payment for another purpose

or account.

2. The Franchise Fee is based upon Gross Receipts from Your Franchised Business. "**Gross Receipts**" means and includes the gross amount of all sums, whether such sums are cash or credit, billed or charged by you (whether or not the same shall have been paid or collected, and including for purposes of clarity amounts received in connection with prepaid reservations for which a rental does not actually occur) as time mileage or use charges, intercity charges or revenue splits or reimbursements, loss and collision damage waiver charges or fees, insurance charges such as personal effects coverage, personal accident insurance, supplemental liability insurance or uninsured or underinsured motorist protection (with no deduction for any premium paid to the insurance company in connection with any of the foregoing insurance products), vehicle licensing fees, prepaid fuel, charges for services such as cellular phones, GPS, wi-fi, tablets, baby seats, ski racks and other special equipment or any other products or services rented, leased or sold by Your Franchised Business, additional and/or underage driver charges, drop charges (one-way), parking fees, and transportation fees, and all other charges and fees and all other income of every kind and nature derived from Your Franchised Business; but shall not include the amount of any federal, state or municipal sales or other similar taxes separately stated and collected from customers and paid to government entities as a result of such collection, concession or consolidated facility fees or charges to the extent paid to a third party, any refueling service charges separately stated and due as a result of the vehicle being returned with less than the fuel required upon return by the rental agreement, any parking violation fees and administrative charges associated with the processing and collection of fines, impound fees, receipts from sales of used vehicles, nor any sums received as insurance or otherwise to reimburse you for damage to your vehicles or other property or to reimburse you for the loss, conversion or abandonment of such cars or the costs to return the vehicle to the designated location in rentable condition (but inclusive of proceeds of any business interruption insurance policies maintained by you), or any fees collected as a result of disposal of a vehicle no longer deemed to be rentable.

The revenue target and minimum annual Franchise Fee that you must pay to us will be determined based upon an assessment by us of a variety of factors, which may include the following: (1) the total car rental market, according to publicly-available data; (2) the percentage of that total car rental market of the Dollar brand; (3) your anticipated fleet size; (4) the anticipated average revenue per vehicle per year, based on your anticipated fleet mix (that is, the mixture of compact, mid-sized, full-sized and other vehicles); and (5) the applicable Franchise Fee percentage (that is, the Airport Rental percentage of 8%, and the Non-Airport Rental percentage of 6%). Other factors that may also be taken into account include (a) the area population and population growth trends; (b) the area economic strength and growth trends; (c) existing national account customers located in the area; (d) existing and potential future growth trends for local airport and off-airport passenger traffic in the area; and (e) our experience in the area and in other similar areas. The revenue target and minimum annual Franchise Fee will be presented to you, and you will be provided with any explanations related to it as you may reasonably request, before you sign the Franchise Agreement.

If you are a transferee of an existing Dollar Business, your monthly franchise fee may be different than the fee described above, and other fees (as well as other terms and conditions of your Franchise Agreement, such as its duration) may also be different.

3. We may decide to initiate an assessment (a "**Program Assessment**") related to any "**Program**." Such Programs could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, charge cards, travel industry commissions or tour arrangements, operating programs, customer satisfaction programs, account programs, coupon programs, experimental or test programs, and such other programs that we may prescribe in the Operating Guide. Such Programs may be modified, replaced or instituted by us from time to time in the Operations Guide or otherwise in writing. We are currently not charging any Program Assessments to new franchisees, although we reserve the right

to do so in the future. We reserve the right to allocate a portion of the Franchise Fee to assessments related to Programs. If all other Dollar franchisees are required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other Dollar franchisees.

4. We have the right to suspend your access to our Reservation System and your listing at www.dollar.com if you do not pay your reservations fees timely. These procedures are described in our Operations Guide and may be revised or revoked by us at any time. If a reservation is canceled by a prospective customer, the reservation charge is not made. If the prospective customer does not rent the car, and does not cancel the reservation (*i.e.*, is a "no show"), the reservation charge will still be made.

5. We may implement programs for set periods of time which may include a bonus to a travel industry member who attains a set level of cumulative regular commissions (including commissions paid on travel vouchers issued by us). Commissions may also be payable to two different travel industry members on the same transaction, for example, if a travel agent were to place a reservation for an airline ticket and a rental car with an airline and then the airline were to place the car reservation with our Reservations System, both the airline and travel agent would receive a commission.

6. Our Parent issues travel vouchers for use by customers for payment of car rental charges. Vouchers are typically issued by travel agents or other travel industry members who collect the face amount of the voucher from the customer and send the proceeds to our Parent, less their applicable travel agent or other commission (the "**Net Proceeds**"). The vouchers are issued for rentals from a franchisee or from our Parent and the Net Proceeds for all vouchers are remitted to our Parent. When a customer presents a voucher to a franchisee as payment for a rental at franchisee's location, the voucher will be processed by us. We will send payment to the franchisee for the Net Proceeds less a 5% service fee.

7. This is reservation system for third-party delivered reservations. EDI is a web-based system for receiving reservations and managing the rental transaction through the life of the rental. TSD is the system distributor that provides software and system technology in the form of applications, interfaces, web services, and hosting services, and provides Dollar with development and support services for products (including EDI) and new interfaced development.

8. Certain issuers of required charge cards and credit cards will not deal directly with franchisees. We will process and collect these charge rentals and send payment to you for the charges less our service fee and less the fee deducted by the charge card issuer. In some cases, franchisees may request that we handle the processing and collection of rentals charged on other required charges. In this case, we will charge a service fee in addition to the fee imposed by the card issuer.

9. Payment of all rentals charged on centrally billed or direct billed charge cards and credit cards are guaranteed by our Parent. Our Parent's agreement to pay is subject to certain restrictions which you will be made aware of through updates to our Operations Guide. If you fail to comply with restrictions in effect, you will be responsible for collection of the entire amount charged without our guarantee.

10. If you desire to purchase or lease from an unapproved supplier, you must first submit to us written request for approval, together with such information and samples as we may require. We have the right to require periodic inspections of the items and/or supplier's facilities and that samples from the supplier be delivered for testing, at our option, either to us or to an independent certified laboratory we designate. You must pay a charge not to exceed the reasonable cost of any evaluation and testing. We will notify you of our approval or disapproval within ninety (90) days after our receipt of your request and completion of such evaluation and testing (if required by us). We may deny such approval for any reason, including our determination to limit the number of approved suppliers. We may from time to time revoke our approval of particular items or suppliers if we determine that the items or suppliers no longer meet our

standards, or we determine that the item is no longer appropriate for Your Franchised Business. We reserve the right to designate a single supplier for any required purchase, and such supplier may be us or an affiliate.

11. You must pay us interest on any unpaid obligations. All unpaid obligations will bear interest from the date due until paid at the lesser of the interest rate prescribed by us in writing from time to time, in our sole discretion, or the maximum rate allowed by applicable law. You must also pay us a late fee of not less than 5% of the total amount overdue. If we incur costs and expenses due to your failure to pay amounts when due or to submit any reports, information, or supporting records, you must reimburse us for all of the costs and expenses that we incur, including reasonable accounting, attorneys', arbitrators' and related fees.

12. If you desire to purchase or lease from an unapproved supplier, you must submit a written request for authorization to purchase items, together with such samples and information as we may require. We may require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered for testing, at our option, either to us or to an independent certified laboratory we designate. You must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken. We reserve the right to designate a single approved supplier for any required purchase, and such supplier may be us or an affiliate.

13. If you transfer Your Franchised Business, you may be required to pay a transfer fee, which we have the right to require in our sole discretion, in an amount equal to five percent (5%) of the average annual gross sales for the three (3) years immediately preceding the transfer.

14. If you continue to operate Your Franchised Business after the end of your Initial Term (and, as applicable, after the end of your first and second renewal period) without having renewed pursuant to the terms of your Franchise Agreement, including without having executed our then-current form of Franchise Agreement, we may, at our option: (1) upon thirty (30) days' written notice to you, deem you to be operating on a month-to-month basis under: (a) the terms of our then-current Franchise Agreement; including the then-applicable Franchise Fee, and any other fees and assessment then being charged by us or (b) the terms of your Franchise Agreement; or (2) deem the Franchise Agreement terminated. If we exercise options (1)(a) or (b), we may, subject to applicable law, terminate without cause the then-current form of Franchise Agreement or your Franchise Agreement, as applicable, at any time upon at least thirty (30) days' notice of termination, without providing any opportunity to cure.

15. We may require you to post a deposit in the form of cash or a non-revocable letter or credit or other form of security acceptable to us, to secure your or any of your affiliates' obligations to us and our affiliates, whether under the Franchise Agreement or otherwise. The initial amount of such security deposit, if required, will be an amount determined by us in our sole discretion, provided that we may increase such amount from time to time, in our sole discretion, based upon a change in the revenues or the financial condition of you or any guarantor or Your Franchised Business. If such security deposit is drawn upon to satisfy any obligation of yours or your affiliates, you will be obligated to reinstate the full amount of such security deposit within five (5) days and failure to do so will be deemed a breach of your Franchise Agreement.

16. Pursuant to Section 19.1 of your Franchise Agreement, you may terminate your Franchise Agreement with us, with or without cause, at any time upon giving not less than 180 days' written notice to us. If you terminate your Franchise Agreement pursuant to Section 19.1 of your Franchise Agreement, you must pay to us, in addition to any other amounts due, as liquidated damages for the future franchise fees we will lose, an "**Early Termination Fee**" calculated by multiplying the minimum amount per year set forth in Attachment A to your Franchise Agreement (or, if no minimum amount is specified, the average annual franchise fee paid by you to date during the Term) by the number of years remaining on the term of

the Franchise Agreement as of the date of termination (adjusted in each case on a pro rata basis for partial years and for partial terminations if applicable). The Early Termination Fee is due when you provide to us your notice of termination. The Early Termination Fee is intended to compensate us only for the value lost in future franchise fees pursuant to Section 5.1 of the Franchise Agreement as a result of the early termination of the Franchise Agreement, and you remain liable for all other obligations under the Franchise Agreement, including the "Obligations After Termination or Expiration" as described in Section 19.6 of your Franchise Agreement and liabilities arising out of your breach or default.

17. We may set off against any money owed to us or our affiliate(s) by you or your affiliate(s). This right of set off will continue until you have paid, satisfied or discharged all monies, debts or liabilities due or owing to us and our affiliates. If in your jurisdiction set-off is not possible due to the local laws we or our affiliate(s) will hold monies due to you or your affiliate as a lien, free from interest, until such time as you or your affiliate(s) have paid all monies owed by you or your affiliate to us and our affiliate(s).

18. The Value Proposition products and services are offered to our franchisees on an optional menu basis. These services are offered by third party vendors and The Hertz Corporation. The Value Proposition products and services may include, among other offerings: (1) Lighthouse, a service provided by the Hertz Corporation, which provides process improvement evaluation of operations and locations, at a cost of $100,000 to $150,000 based on the size of the operation; (2) Business/Fleet Planning, the fee for which will vary based on the cost of administering the service; and (3) Operational Profitability Consulting, the fee for which will vary based on the cost of administering the service. Other products and services such as car wash cleaning products and office supplies may also be offered as part of the Value Proposition. We may enter into arrangements with third party providers of goods and services pursuant to which we or our affiliates may be compensated by such third parties for participation in the Value Proposition and/or for purchases made by you or other franchisees, including without limitation, fees, bonuses, and commissions. We had no such arrangements in place in 2024 and received no compensation during the calendar year.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee [1]	$25,000 to $500,000	Lump Sum or Installments	Execution of Franchise Agreement or as otherwise agreed to by us; if installments, within three years	Us
Training Expenses [2]	$3,000	As Arranged	As Arranged	Suppliers
Passenger Cars [3]	$750,000 to $15,000,000	As Arranged	As Arranged	Automobile Dealers
Courtesy Vehicles [4]	$55,000 - $350,000 per location	Purchased	At Time of Purchase	Automobile Dealers
Equipment and Supplies [5]	$5,000 to $25,000	Lump Sum	Prior to Opening	Suppliers or Us
Insurance [6]	$5,000 to $45,000	As Required	As Required	Insurance Company
Real Estate & Improvements [7]	(see footnote)	As Required	As Required	Seller or Landlord
Professional Fees [8]	$3,000 to $10,000	As Required	As Required	Professionals
Computer System, Hardware and Software [9]	$11,500 to $250,000	Cash or Financed	As Required	Suppliers (including approved suppliers, where required)
Optional Software [10]	$1,500 - $15,000	As Required	Lump Sum or Deposit and Monthly	Suppliers or Us
Business License [11]	$100 to $500	Lump Sum	Before Commencing Business	Governmental Authorities
Miscellaneous Installation Fees [12]	$200 to $500	As Arranged	As Needed	Utility Companies
Additional Funds – 3 months [13]	$20,000 to $50,000	As Incurred	As Incurred	Employees, Suppliers
Total (excluding Real Estate & Improvements) [14]	**$879,300 to $16,249,000**			

Notes:

1. The initial franchise fee is payable in a lump sum or, in our discretion, we may allow a portion of the fee to be paid in installments over a period not to exceed three years. Interest will not be charged on the deferred portion of the fee. The initial franchise fee is not refundable under any circumstances. Existing franchisees who either purchase a new franchise or purchase an existing company-owned location from our Parent or an affiliate may have initial franchise fees that vary from this chart.

2. Prior to opening Your Franchised Business, you, your manager and key employees must, at your sole expense (including all travel and living expenses), attend and complete such initial training programs and courses that we require.

3. You must have current model cars to operate Your Franchised Business. The present cost of current model cars typically ranges from $25,000 to $75,000 per car. If you offer larger types of vehicles, such as sport utility vehicles ("**SUVs**"), or luxury cars, your costs could be higher. The range in the table is based on a starting fleet of 30 to 300 cars. You must maintain at least, as shown on Attachment D to your Franchise Agreement: (i) the minimum number of vehicles required for each calendar month during the term of the Franchise Agreement; or (ii) the minimum average number of vehicles for either 6 consecutive months or 9 months out of any 12 consecutive months. You may purchase cars with financing provided by banks or finance companies and the terms and amount of financing will vary depending on credit conditions and your financial position. You will make all arrangements for the purchase of the cars. The information provided in the preceding chart does not include an estimate for the inventory of rental vehicles to be used for multiple brands. If you have more than one brand, you may establish one fleet of rental vehicles that services your Hertz Business, your Thrifty Business and/or Dollar Business, as long as you are in compliance with the fleet inventory requirements under your Franchise Agreement. However, you must not identify or brand any rental vehicle you use interchangeably between your car rental businesses.

4. Airport Rental Locations must have a Courtesy Vehicle or shuttle bus, as applicable, to transport customers to their rental vehicles. The number and size of Courtesy Vehicles or shuttle buses will vary based on the size of the market, the layout of the airport, the location of the rental facility and similar factors. The purchase price for Courtesy Vehicles ranges from approximately $55,000 to over $350,000 per vehicle. Depending on your credit and other factors, you may finance the purchase of such vehicles with local banks, vehicle manufacturers or other lending institutions. The information in the preceding chart does not include an estimate for the inventory of Courtesy Vehicles to be used for multiple brands. Unless we otherwise authorize, if you have more than one brand and your territory includes an airport, you will have to use separate Courtesy Vehicles for each brand. You may not transport rental customers of one brand using a Courtesy Vehicle branded with the Marks of another brand.

5. You will need certain equipment and supplies, including uniforms, office equipment, a telephone system, desks, files, car rental agreements, accounting forms, and similar items. Some of these items such as rental agreements, uniforms, accounting forms, and signage may be purchased from approved suppliers for non-refundable prices or, in some cases, you may purchase them from any capable source in accordance with our specifications.

6. Initial insurance deposits for Your Franchised Business will depend on the insurance carrier, size of fleet, and any additional insurance requirements imposed by the owner or lessor of the vehicles, or lending institution if the vehicles are financed. All franchisees must obtain and maintain the minimum level of insurance coverage specified in the Franchise Agreement and Operations Guide and any landlord requirements, if applicable (See Item 8). Other lessors or financing institutions may require additional insurance (e.g., comprehensive and/or collision). The deposit and the annual insurance fees will vary based on your territory, fleet size, vehicle rental experience of management, revenue generated from

the location, previous loss experience and the carrier. The amount of the initial deposit generally ranges from $5,000 to $45,000 depending on the items stated above. As a general rule, deposits are made in the form of cash, the amount of which may increase or decrease occasionally. Other lessors of rental vehicles may have similar requirements. If you have more than one brand, you must include Hertz, Thrifty and/or Dollar, their affiliates, and their franchisees and subfranchisees as additional insureds.

7. The cost of facilities required to operate Your Franchised Business is subject to numerous variables, including factors such as the particular locality, local labor rates, and location of property (*i.e.*, an airport, highway, downtown, or remote facility). Accordingly, it is not possible to estimate the initial investment required for real estate and related facilities. Information on key facilities considerations is included below.

(a) Parking area of approximately 175 square feet per car you expect to be idle on average at a given time. Overflow parking may be needed during certain periods for peak demand, returns, and/or idle vehicles.

(b) A car wash bay of approximately 512 square feet (*i.e.*, 16' x 32' in dimensions). Required infra-structure for a car wash bay will vary depending upon the sophistication of car wash equipment which may be used by you. Automatic car washing equipment is presently estimated to cost approximately $20,000 to $25,000. In a small operation, manual car washing can be performed, or use of a local car wash can greatly reduce costs. A storage area of approximately 50 square feet is also required to keep drums, containers, soap, and other items associated with the washing of cars.

(c) You might consider a service bay for maintenance of cars. This requires approximately 550 square feet. Related infra-structure includes a lift and lubrication drums. More sophisticated equipment at greater cost would include automatic lifts and overhead reels. Alternatively, maintenance work can be vended to local dealerships/service providers.

(d) Two toilet facilities (approximately 40 square feet each), one for employees and one for customers.

(e) A parts area of approximately 150 square feet (if maintenance is to be performed onsite).

(f) A general office area of approximately 150 square feet for a manager. If you need additional managerial personnel, you should have approximately 100 square feet for each additional manager, 25 square feet for a secretarial area, and 50 square feet for a file area.

(g) With respect to public areas, you will need a minimum area of 75 to 100 square feet to accommodate at least one rental representative, a counter, and space for the public.

(h) Facility requirements may also include fueling areas, including a fuel island and underground storage tanks. The fuel island should accommodate two cars at a time and the underground storage tank should accommodate a minimum of 3,000 gallons of storage. Depending upon weather factors, you may want to consider a canopy to cover parking areas. Alternatively, you may use a local gas station.

(i) In analyzing your needs, you will need to consider the projected scope of your operations. The above square footage recommendations pertain to a planned forty (40) car operation. You may dispense with the car washing, maintenance, and fueling facilities if you are prepared to have these services performed by third parties. With any reasonably sized operation, use of third parties, unless geographically very close, is likely to be inconvenient and create operating problems. Nevertheless, if you dispense with them, you

will deal with independent firms who wash cars and maintain cars, as well as fuel cars.

(j) You must use Dollar signage at facilities and we estimate that these signs will cost approximately $3,500.

(k) It should be noted that many car rental facilities are located at or adjacent to airport locations. In the event that your facility is at an airport, you would be subject to various requirements that the airport may impose concerning the design of facilities and placement of facilities. For example, at large airports, parking areas may be located at a distance from the customer counter, in which event Courtesy Vehicles or shuttle buses or other means of transportation will be necessary in order to transport customers from the counter to their rented cars. Usually, airports charge a concession fee of at least 10% (and sometimes higher) but with a minimum guaranteed fee of a fixed number of dollars and which may contain built-in escalation factors on a periodic basis. For downtown locations, you should consider that zoning regulations may be a factor and you should ascertain zoning requirements prior to purchasing, constructing, or leasing any facility.

8. You may wish to employ an attorney, accountant or other consultant in connection with Your Franchised Business. These fees may vary, depending on the locality, the extent of the review required and the local circumstances (for example, whether an application for rezoning is necessary).

9. Your "**Computer System**" will consist of such computer system hardware, software, required dedicated telephone and power lines, modems, printer(s), other computer-related accessories or peripheral equipment, and systems and devices to monitor vehicle telematics, geolocation, and/or other information (which you may be required to install in every Vehicle utilized in Your Franchised Business), in each case as we specify in the Operations Guide or otherwise in writing. Your Computer System shall have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including but not limited to the Internet), and using such protocols (e.g., TCP/IP), as required by industry standards or which we may reasonably prescribe in the Operations Guide or otherwise in writing. Your Computer System must be able to interface with our data transfer and acquisition systems via a dedicated telephone line modem or dedicated network connection, if we require it.

You must also obtain a "counter automation system" for Your Franchised Business. A counter automation system is a software system that maintains "ready to rent" information of cars in each category, provides a preferred customer database to facilitate reservation and rental processing, as well as rate and rental information. You must pay for any fees or expenses associated with any third-party software agreement and comply with the terms of any such agreement. Currently, there are 6 counter automation systems approved for use with your "**Approved Counter System**" (which we define as your hardware and software, including the counter automation system).

The cost of the Approved Counter System will vary substantially depending on size and number of customers served at each location, the number of locations and, the type of hardware obtained. The figure shown in the low estimate of the fees is for a 1-user system, which is the minimum size system used at a non-Airport Rental Location. The higher estimate assumes a 30-user system for servicing multiple locations or a high-volume Airport Location. Actual costs may vary depending on the number of workstations and the vendor(s) from which you choose to purchase your computer hardware and software. The amounts shown include the estimated purchase price for the Approved Counter System, excluding taxes, shipping and handling, which may be purchased directly from an approved supplier, mandatory training and installation, excluding travel expenses for trainers and technicians and the cost of required software from approved suppliers and support and maintenance fees. With approved credit, this may be financed or leased through an approved supplier. In some limited cases, the counter automation system license will not be immediately required. This may be the case when an existing territory, which is operating under a sublicense

from us, is transferred to a new owner. If you have more than one brand, your counter automation system must also be capable of electronically interfacing with data transfer and acquisition systems and reservation link hardware and software required by our affiliate and us.

We reserve the right to amend the list of Approved Counter Systems, including the right to approve only a single system, which might be offered only by us or our affiliate. We are in the process of developing a new Counter System which we may require you to purchase. As of the date of this Disclosure Document, we have not set a date to launch the new Counter System. Any franchisee using a Counter System provided by us or our affiliate will be required to sign an agreement specifying the terms on which such system will be provided. At any time and from time to time, we may revise the list of Approved Counter Systems to Counter Systems meeting our specifications and compatible with our proprietary Counter System or we may require you to purchase our proprietary system, even if you are utilizing a previously approved system. Any third-party provider of a Counter System will be required to execute an agreement with us or our affiliate to ensure compliance with our standards and specifications prior to any API connection to our systems.

10. You may wish to obtain other software to computerize other functions in Your Franchised Business, such as your accounts receivable, accounts payable, general ledger, payroll and credit card processing. You may purchase this software directly from approved suppliers. The current suppliers of counter automation systems may offer optional software packages to perform these accounting functions. You may also purchase similar software from other approved suppliers**.** The lower figure is an estimate for a complete accounting software package for a 5-user system. The higher estimate is for a 15-user system. You may purchase this software directly from approved suppliers, some of which may offer financing terms with approved credit. All optional software that will be installed on the Approved Counter System must be approved by Dollar or its affiliates in advance of the purchase. We reserve the right to amend the approved list of counter automation systems and software programs and providers, or to require you to purchase our proprietary system from us or from our affiliate.

11. Local, municipal, county and state regulations vary on what franchises and permits you must have to operate a Vehicle Rental Business. Such fees are paid to governmental authorities when incurred before commencing business.

12. Utility installation fees may be for gas, electric, water, sewer and telephone service.

13. You will need additional funds (working capital) to support ongoing expenses if they are not covered by the cash flow of the business. The range in the table assumes a 30 to 300 car location and is designed to cover the possible costs and expenses for staffing; the first month's facility rental; a possible deposit required on facilities; operating supplies; franchise fees and assessments; and fuel. The ongoing expenses also include the fees imposed by the required charge cards issuers, which currently range between 1% and 10%. We estimate that the amount stated will be sufficient to cover ongoing expenses for the initial phase of business which we calculate to be 3 months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during this start-up phase or after. We relied on our past experience with franchisees and our Parent's and affiliates' company-owned businesses when preparing this figure.

14. The initial investment estimates described above, including the type and estimated amounts of expenditures, and the related footnotes pertain to the establishment of a new Franchised Business. From time-to-time our Parent or an affiliate may offer for sale the assets of certain existing company-owned Vehicle Rental Business locations in conjunction with a Franchise Agreement for the operation of a Franchised Business at such locations. If you purchase one of our Parent's or affiliate's existing businesses, your estimated initial investment may be substantially higher than the estimated initial investment described

above. The estimated initial investment will vary depending upon a variety of factors, including purchase price for the assets, fleet size, and other factors, all of which will depend upon the particular facts and circumstances related to the location and transaction.

The following fees are non-refundable: Initial Franchise Fee; Professional Fees; Computer Systems; Hardware and Software Fees; Accounting or Optional Software or Manual Accounting Package Fees, and Additional Funds. The following fees are refundable: Utility Deposits. The remainder of the fees may be refundable, depending on your negotiations with the supplier of these items.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure that the highest degree of uniformity and quality is maintained throughout the System, as well as in our Parent's and affiliate's company-owned operations, and for audit purposes, we may require you to purchase or lease all cars, equipment, signs, uniforms, rental agreements, Computer System, furnishings, accessories, supplies, and other products and materials used in the operation of Your Franchised Business according to standards and specifications that we may specify from time to time, and/or from suppliers that we designate from time to time, including us and our affiliates. These standards and specifications may include minimum standards for modernity, quality, performance, warranties, designs, appearance, and other factors (which you will receive at the time of or shortly after the signing of the Franchise Agreement). You must also meet the key performance indicators (KPIs) included in your Franchise Agreement.

Reservation Charges

You are required to subscribe to, participate in and promote our reservation system (the "**Reservations System**"). If a customer makes a reservation for a vehicle rental through Your Franchised Business, you will be assessed a fee (currently between $3.84 to $6.30) per passenger car reservation. The actual charge may vary based on aggregate estimated costs incurred in operating reservations facilities, divided by the estimated number of reservations to be made. If a reservation is canceled by a prospective customer, the reservation charge is not made. If the prospective customer does not rent the car, and does not cancel the reservation (*i.e.*, is a "no show"), the reservation charge will still be made. We estimate that the vast majority of vehicle rentals at Your Franchised Business will result from reservations made through the Reservations System, and that 1% to 3% of your cost of doing business (including all expenses except taxes) will result from reservations that you obtain through the Reservation System. During our last fiscal year, our Parent derived approximately $8,432,795.19 from reservation charges from Hertz, Dollar, and Thrifty franchisees, which was 0.0991 % of our Parent's total revenue of $8,504,410,486.83.

Credit Card Service Fees and Centralized Billing Charge Cards

You must accept the credit card services of certain designated credit card issuers. The guaranteed charge cards that you must accept will be listed in our Operations Guide. These services need not be purchased from us or our affiliate, except to the extent that certain credit card issuers presently will not deal directly with our franchisees, and therefore, we must process the charge receipts for you. In this case, we will derive income from the processing and handling of the charges for rentals. These service fees will range from 1% to 5% of gross rental charges. We presently estimate that approximately 2% to 5% of your cost of doing business (including all expenses except taxes) will result from the use of third-party credit card services. The exact amount will vary depending on factors such as the number of rentals and the extent to which various credit cards are used. These costs do not occur prior to the establishment and commencement of the operation of Your Franchised Business. We reserve the right to require you to purchase these services from us or our affiliate in the future.

You must accept the processing and central billing services of our Parent for rentals charged on the centrally billed charge card issued by our Parent. Our Parent derives revenue from rentals which it processes and bills and may also derive revenue from rentals charged on direct bill charge cards which it processes and bills at your election. We estimate that approximately 3% to 6% of your cost of doing business (including all expenses except taxes) will result from the acceptance of our Parent's charge card services. The exact amount will depend on the extent to which our Parent's charge cards are used and the amount of

the purchases. The required acceptance of the processing and billing services does not occur before the establishment and commencement of operation of Your Franchised Business.

During our last fiscal year, our Parent or its affiliates derived approximately $1,088,824.35 from credit card service fees, centrally billed charge card fees, and other back-office services provided to our franchisees, which amounts to 0.0128 % of our Parent's total revenue of $8,504,410,486.83.

Fleet Purchases

Rental vehicles cannot be older than twenty-four (24) months after first driven on public streets or roads. Currently, we enforce a mileage cap on rental vehicles of Forty Thousand (40,000). Fleet size will vary, but in any event a minimum fleet size will be outlined in the Franchise Agreement. There is no maximum fleet size. If you have more than one brand, you must comply with the fleet inventory standards and specifications that are contained in your Franchise Agreements, and you may establish one fleet of rental vehicles that services the franchised businesses, so long as you meet the fleet inventory requirements of each brand, and you do not identify or brand any rental vehicle you use interchangeably among the franchised businesses with our Marks and their marks.

From time to time, we may make available to you the opportunity to purchase vehicles through a Vehicle Purchase Program that we use to acquire fleet from Original Equipment Manufacturers (each, an "**OEM**"). For every such vehicle purchased by a franchisee, an additional $395 is added to the OEM's purchase price. During our last fiscal year, our Parent or its affiliates derived approximately $6,365,430.00 due to fleet purchases made by franchisees (and franchisees of our affiliates), which amounts to 0.0748 % of our Parent's total revenue of $8,504,410,486.83.

Revenue Management Services

Our Parent or its affiliates provides Revenue Management Services for our franchisees (and franchisees of our affiliates). Revenue Management Services are currently an optional offering; however, we may require you to purchase Revenue Management Services from us or our affiliate in the future.

During our last fiscal year, our Parent or its affiliates derived approximately $745,295.91 from providing Revenue Management Services to our franchisees (and franchisees of our affiliates), which amounts to 0.0087 % of our Parent's total revenue of $8,504,410,486.83.

Program Assessments

If we require, you must pay any Program Assessments related to our Programs (as those terms are defined in Item 7, above), including advertising, sales promotions and marketing, on the same pro rata bases as other System franchisees. We will from time to time determine and inform you of the amount of such Program Assessments, and the time and manner of payment. We have the right to allocate all or a portion of the franchise fees you pay to us to any assessments you otherwise are required to pay to us (for example, for advertising and sales promotion programs) in such amounts, for such purposes (for example, pro rata basis determinations), and for such periods as we determine. We are currently not charging any Program Assessments to new franchisees, although we reserve the right to do so in the future. If all other franchisees are required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other franchisees.

Value Proposition

Our parent or its affiliates currently provide Third Party and In-house products and services for our

franchisees (and franchisees of our affiliates). These offered products and services may be limited (e.g., Car Wash cleaning products or office supplies), or more extensive (e.g., Lighthouse consulting). The Value Propositions products and services are an optional offering, and if you choose to receive a product or service form the Value Proposition, you will sign a Master Services Agreement with either the Franchisor or a Third-Party vendor. During our last fiscal year, our Parent or its affiliates derived approximately $0 from providing the Value Proposition products and services to our franchisees, which amounts to 0.0% of our Parent's total revenue of $8,504,410,486.83.

Insurance

You must obtain, before beginning any operations under your Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement and at your own expense, an insurance policy or policies protecting you, us, and your and our shareholders, affiliates, officers, directors, partners and employees, and other franchisees of ours and our affiliates against claims, loss, liability, personal injury, death, property damage, loss of business income, or expense arising or occurring upon or in connection with your operation of Your Franchised Business.

If you have more than one brand, you must provide insurance coverage for each Franchised Business. Your insurance policies must include additional insureds and waiver of subrogation language. Additional insureds should include Hertz Global Holdings, Inc. and its Affiliates, and Subsidiaries and their employees, officers and directors thereof, licensees of franchisees, subfranchisees or its Affiliates are additional insureds in regard to General Liability, Automobile Liability, and Umbrella coverages on a primary and non-contributory basis.

In addition, a waiver of subrogation on all policies in favor of Hertz Global Holdings, Inc. and its Affiliates, and Subsidiaries and their employees, officers and directors thereof, licensees of franchisees, subfranchisees or its Affiliates.

Each policy shall include an express waiver of subrogation, whereby your insurer irrevocably waives any right of recovery against the Protected Parties for any claim, loss, liability, damage, cost, or expense arising out of, relating to, or occurring in connection with your operation of the Franchised Business. You shall ensure that all required endorsements, riders, or amendments necessary to effectuate the additional insured status and waiver of subrogation are included within the policies and remain in force throughout the duration of the Agreement.

Your insurance policies must provide coverage for all renters, their employees, employers and immediate family members whom they authorize to use the rented vehicle, even though we may restrict the extent and to whom coverage will apply by the rental agreement. Policies must also provide for uninsured/underinsured motorist coverage and personal injury protection only as required by the laws of the state in which the vehicle was rented, or as required for certain corporate account renters with whom Dollar has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts.

In general, the insurance must contain a waiver of subrogation by you and your insurance carrier against us and must include, at a minimum, the following:

1. Automobile liability insurance covering the death of or injury to third parties and damages to third party property. Unless we provide differently in the Operations Guide, minimum automobile liability coverage must be in force for all owned, hired and non-owned Vehicles used in Your Franchised Business and must:

a. provide for coverage of $1,000,000 combined single limits per occurrence for you, us, our affiliates and all other franchisees;

b. provide coverage for certain corporate account renters with whom we have corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts; and

c. provide for all other rental customers minimum statutory limits coverage, as required by the laws of your state.

2. Public liability insurance including commercial general liability, garage liability and garage keeper's legal liability. The insurance must protect yourself, us, your and our shareholders, affiliates, officers, directors, partners and employees, and other franchisees against any claims, loss, liability, personal injury, death, property damage, loss of business income, or expense whatsoever arising or occurring upon or in connection with Your Franchised Business. At minimum, the policies must include the following (additional coverages, higher policy limits and other provisions may from time to time be prescribed in the Operations Guide):

a. Commercial general liability insurance (occurrence type, which must include personal injury and advertising liability insurance) with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence; and automobile and truck liability coverage for all owned, non-owned, and hired vehicles, covering bodily injury, including death, and property damage with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence. This insurance must be primary and non-contributory.

b. Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state in which Your Franchised Business is located or operated. Employer's Liability insurance shall have limits of not less than five hundred thousand dollars ($500,000).

c. Umbrella liability insurance with a combined single limit of not less than four million dollars ($ 4,000,000) per occurrence in excess of the underlying liability insurance requirements set forth in (a) and (b), above.

d. Commercial property insurance for all real and personal property owned by you and used in Your Franchised Business, including business interruption insurance.

e. Data privacy and security insurance covering negligent acts and omissions in connection with your Franchised Business, in such amounts as we may prescribe in the Operations Guide.

f. Garage liability and garage keeper's legal liability insurance.

We may also require you to carry comprehensive and collision insurance if you purchase or lease your vehicles from us, or we require it in the Operations Guide or otherwise in writing. Certain states require Vehicle Rental Businesses to carry uninsured motorist and personal injury protection policies.

All required insurance must be obtained from a casualty insurance carrier which meets the minimum standards set forth in the Operations Guide and must be in a form satisfactory to us in accordance with the standards and specifications set forth herein and in the Operations Guide.

Computer System

Your Computer System, as further described in Items 7 and 11, will consist of such hardware, software, dedicated telephone and power lines, modems, printer(s) and other computer-related accessories or peripheral equipment that meet industry standards in compliance with applicable law and our standards and specifications as we may describe in the Operations Guide or otherwise in writing. Your Computer System must also include an approved "counter automation system," of which there are currently six approved suppliers. We may designate other suppliers of computer automation systems in the future in our Operations Guide. We and our affiliates are neither approved suppliers, nor the only approved supplier, of the Computer System or of any counter automation system. We may revise the list of Approved Counter Systems to Computer Systems with certain specific compatibilities with our proprietary Computer System or we may require you to purchase our proprietary system, even if you are utilizing a previously approved system.

Purchasing from Approved Suppliers

We may specify some items that must be purchased or leased from approved suppliers that meet our standards and specifications. For example, you must purchase from our approved suppliers the hard copy form of Dollar System Standard Rental Agreements that meet our then-current specifications, and you must acquire software for your computer system from an approved supplier as we may from time to time prescribe in the Operations Guide or otherwise in writing. To obtain approval as a supplier of particular items, the supplier must demonstrate to our reasonable satisfaction that it has the ability to meet our current reasonable standards and specifications for such items, possesses adequate quality controls, and has the capacity to supply your needs promptly, economically, and reliably. We will designate approved suppliers for particular items through updates to the Operations Guide or otherwise in writing. We reserve the right to designate a single supplier (which may be us or our affiliates), and to require you to purchase exclusively from such an approved supplier, for any required purchases.

If you desire to purchase or lease from an unapproved supplier, you must submit a written request for approval to us, together with such information and samples as we may reasonably require. We may require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered for testing, at our option, either to us or to an independent certified laboratory we designate. You must pay a charge not to exceed the reasonable cost of any inspection conducted and the actual cost of any testing undertaken. We reserve the right, at our option, to periodically inspect the facilities and products of any such approved supplier.

We will advise you in writing of the approval or disapproval of a proposed supplier within ninety (90) days of your request and our completion of the evaluation and testing (if required by us). We may deny approval for any reason, including that we have determined to limit our number of approved suppliers. We may from time to time revoke our approval of particular items or suppliers. If we do revoke our approval of items or suppliers, you must, within thirty (30) days, cease to sell or use any disapproved item, and cease to purchase from any disapproved supplier.

Except as indicated above, neither we nor our Parent nor any of our affiliates is currently the approved supplier (or the only approved supplier) for any item or service to be purchased or leased by our franchisees. None of our officers owns a material interest in any approved supplier. We and our affiliates may provide Your contact information to suppliers or other third parties.

Except as indicated above, neither we nor our Parent nor any of our affiliates will or may derive any revenue from the sale of any item or service to our franchisees, including from any item or service required to be purchased or leased by you from suppliers approved by us or in accordance with the standards

or specifications prescribed by us.

At present, and as we do not currently require the purchase or lease of cars of particular makes or models, or from particular approved suppliers, we estimate that the proportion of the purchases and leases that you will make in accordance with standards and specifications (including from approved suppliers), compared to all purchases and leases that you will make, approximates fifteen percent (15%) in connection with establishing Your Franchised Business, and ten percent (10%) in connection with operating Your Franchised Business.

We have negotiated purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. We do not have purchasing or distribution cooperatives. We have no policy concerning receipt of volume rebates, commissions, payments, or other benefits as a result of purchases of goods and services by Franchisees ("**Allowances**"). As a result, there is no restriction on our right to receive Allowances.

We do not consider your purchases from us, our Parent, our affiliates, or other approved suppliers when determining whether to extend or grant additional franchises.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Sections 12.3, 13.5, 17.1 and 17.2 of Franchise Agreement	Items 6, 8 and 11
b. Pre-opening purchases/leases	Sections 12.4, 12.10, 12.19, 12.21, 12.25, 13.5, 13.9, 16.1, 16.2, 16.3 and 16.4 of Franchise Agreement	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 12.3, 12.10, 13.5, 17.1 and 17.2 of Franchise Agreement	Items 8 and 11
d. Initial and ongoing training	Section 11 of Franchise Agreement	Item 11
e. Opening	Section 12.1, 12.3, and 13.5 of Franchise Agreement	Item 11
f. Fees	Sections 4, 5, 6, 7.1, 7.2, 10, 11.1, 11.2, 11.3, 11.4, 12.23, 13.1, 13.11, 15.1, 15.2, 16.4, 21.4(g), and 30.1 of Franchise Agreement	Items 5, 6, 7 and 17
g. Compliance with standards and policies/Operations Guide	Section 10.1, 12, 31.5 and 31.6 of Franchise Agreement; Sections 5, 6, 7 and 11 of Multiple Brand Franchising Addendum	Item 8
h. Trademarks and proprietary information	Sections 12.7, 12.13, and 18 of Franchise Agreement; Sections 5, 6 and 7 of Multiple Brand Franchising Addendum	Items 13 and 14
i. Restrictions on products/services offered	Sections 2.1, 3.2, 12.4, 12.7, 12.9, 12.19, 12.20, 12.21, 12.23, and 12.26 of Franchise Agreement; Section 6 of Multiple Brand Franchising Addendum	Items 8, 11 and 16
j. Warranty and customer service requirements	Sections 12.4, 12.5, 12.11, 12.12 12.21, and 12.22 of Franchise Agreement	Items 11 and 16
k. Territorial development and sales quotas	Sections 12.1 and 12.4 and Attachments A, B, and D to Franchise Agreement	Item 12
l. Ongoing product/service offered	Sections 10, 12.4, 12.5, 12.10, 12.19, 12.20, 12.21, 12.22, 12.23, 12.25, 13.6, 13.11 and Attachment E to Franchise Agreement	Items 5, 6 and 8

Obligation	Section in Agreement	Item in Disclosure Document
m. Maintenance, appearance and remodeling requirements	Sections 12.3, 12.4, 12.5, 12.9 and 12.10 of Franchise Agreement	Items 6 and 17
n. Insurance	Section 16 of Franchise Agreement	Items 5, 6, 7, 8 and 11
o. Advertising	Sections 8, 9, 12.15, 12.16, 12.17, and 12.31 of Franchise Agreement; Section 5 of Multiple Brand Franchising Addendum	Items 6 and 11
p. Indemnification	Section 25.2 of Franchise Agreement	Item 17
q. Owner's participation/ management/staffing	Section 12.2, 24.7 and Attachment C to Franchise Agreement	Item 15
r. Records and reports	Sections 12.21 and 14 of Franchise Agreement	Item 17
s. Inspections and audits	Section 15 of Franchise Agreement	Item 6
t. Transfer	Sections 20, 21, 22, and 23 of Franchise Agreement	Item 17
u. Renewal or Extension of Rights	Sections 7.1 and 7.2 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 19.1, 19.6 and 19.7 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 12.18 and 24 of Franchise Agreement	Item 17
x. Dispute resolution	Section 30 of Franchise Agreement	Item 17
y. Other	Not applicable	Not applicable

If you qualify for and utilize certain optional services that we may offer from time-to-time, such as our fleet leasing, courtesy vehicle leasing and revenue management services, you may incur other obligations under the terms of those optional agreements in addition to your obligations under the Franchise Agreement.

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease, or obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Our Assistance

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

1. We will make available to you one copy of the Operations Guide, in a form of our choosing (whether printed, digital, a combination thereof, or otherwise) as described in this Item. (Franchise Agreement, Section 13.4.) From time to time, amendments or supplements to the Operations Guide may be sent to you. We may require you to exchange your copy of the Operations Guide at our request in the event we update the form or substance of the Operations Guide.

2. As described below, we provide site selection assistance.

Continuing Obligations

1. We will, upon your reasonable request, consult with you concerning advertising, sales and publicity, and promotion of Your Franchised Business. (Franchise Agreement, Section 8.)

2. We will, upon your reasonable request, furnish guidance, make recommendations and generally give you the benefit of our knowledge and experience in establishing, managing and operating Your Franchised Businesses. To the extent that such request for consultation exceeds that customarily provided by us to franchisees in general, we may charge a reasonable fee. (Franchise Agreement, Section 13.1.)

3. We will publish and keep up to date a directory of our Locations on our Website. Each of your locations shall be listed in the directory provided you are not in default of your Franchise Agreement. We will distribute this publication to selected travel agents, corporate travel managers and others who purchase vehicle rental services. (Franchise Agreement, Section 13.2.)

4. We or our affiliate will maintain a Reservations System. Your use of the Reservations System is subject to the limitations described in your Franchise Agreement. (Franchise Agreement, Section 13.3.)

5. We may, but are not obligated to, make available to you, materials, forms, supplies and signs bearing our Marks for use in Your Franchised Business, at the price, terms and conditions as we may determine. (Franchise Agreement, Section 13.6.)

6. We will, as we determine, include on our Website such information with respect to rates, equipment and conditions under which vehicles may be rented from System franchisee. (Franchise Agreement, Section 13.7.)

7. We will assist you, to the extent practical, in locating stolen or converted vehicles, and shall cooperate with you in effectuating an economical and advantageous disposition or return of such vehicles. (Franchise Agreement, Section 13.8.)

8. We will, at our sole discretion, make available to you, upon such price, terms and conditions as we may determine, and to the extent permitted by law, such facilities as we may from time to time develop for Your Franchised Business, including for the purchase by you of vehicles through manufacturer purchase

programs, and for the purchase of various materials such as lubricating oils and greases, tires, parts and accessories, antifreeze and other automotive products. (Franchise Agreement, Section 13.9.)

Site Selection

You shall open Your Franchised Business to the public no later than the date(s) provided in Attachment A to your Franchise Agreement. If you fail to begin operating Your Franchised Business at one (1) or more locations within the time periods designated and at the sites specified in Attachment A to your Franchise Agreement, you will be deemed in default of the Franchise Agreement (Franchise Agreement, Section 19.4(c)). The Location Opening Date will be set forth in Attachment A of the Franchise Agreement and, depending upon the time that we anticipate you will need to acquire or lease a location and commence active operation, will be on or after the date on which the Franchise Agreement is entered into. We will review and approve your site selection within thirty (30) days from our receipt of your notice (Franchise Agreement, Section 12.3, 13.5). Our approval will be dependent on the site being adequate to meet our standards for proximity to facilities and businesses such as hotels, offices, airports and highways. In the event that we do not approve your site, you may submit additional sites for approval, so long as you are able to commence active operation of Your Franchised Business as provided in Attachment A to your Franchise Agreement. If we do not approve of a site such that you cannot open Your Franchised Business by the Location Opening Date, we have the right to terminate the Franchise Agreement. If the Franchise Agreement is terminated, all non-refundable fees that you have paid to us (such as the initial franchise fee) will be forfeited by you.

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of Your Franchised Business is 10 to 90 days. Factors which may affect this time period include identifying a site, obtaining acceptable financing arrangements, remodeling, decorating, purchasing and installing equipment, fixtures and signs, hiring employees, and similar factors.

Advertising

We will, upon request, consult with franchisees concerning advertising, sales and publicity, and promotion of their Franchised Business. We may also conduct advertising that benefits our franchisees. We typically disseminate advertising through the internet, mobile, print (newspaper and magazine), radio, social media, television, and through participation in various frequent flyer programs. We use in-house, national, and regional advertising agencies. We will direct all advertising and sales promotion programs, with sole discretion over the planning and media placement of the programs, the creative and strategic concepts, materials and media used in the programs, and the territorial placement and allocation.

Under certain conditions, you may use your own advertising material. All advertising and promotion you use must be in the media (such as placement channel) and of the type and format that we approve. You must conduct the activities in a dignified manner, and they must conform to our standards. You must not use any advertising or promotional materials until you receive our written approval. You must submit samples of all advertising and promotional plans and materials (including electronic media and press releases) to us for our prior approval (including as to prices you charge, to the extent allowed by applicable law), if we have not prepared or previously approved the materials. If you do not receive written notice of disapproval within 30 days of mailing, you may assume that we have approved them.

We have the right to establish, for periods of time that we deem appropriate, regional and/or national advertising and sales promotion funds for the System. We may discontinue any national or regional fund that we may have established. If regional funds are established applicable to Your Franchised Business, or if national funds are established, you must make contributions to the funds as required, and we or our designee will maintain and administer the funds. You will not be required to participate in a local or

regional advertising cooperative.

If established, we do not plan to use any money from the fund for advertising that is principally a solicitation for the sale of franchises. If established, third parties may also contribute to the fund based on our agreement to feature the products or services of the third parties in our advertising. Although new franchisees are not currently required to contribute directly to a fund, we reserve the right to allocate all or a portion of the franchise fees you pay to us to any assessments you otherwise are required to pay to us (for example, for advertising and sales promotion programs) in such amounts (for example, pro rata basis determinations), and for such purpose and periods as we determine.

While our Parent's audited financial statements may show the net advertising and sales promotion expenses incurred by our Parent, our Parent does not plan to audit or prepare separate financial statements for the funds, if established. As a result, neither the financial statements nor an accounting of the funds would be obtainable for review by franchisees. Any administrative expenses that we and third parties may incur will be charged to the fund at cost, if funds are established.

If established, the funds may be used to meet any and all costs of maintaining, administering, directing and preparing sales promotion activities. We may use the sums you pay to the funds to defray any of our operating expenses and overhead reasonably related to the administration, direction or operation of the funds, programs, and activities.

Website and Electronic Advertising

We may include information on our Website (as defined below) and in such other electronic and other sales promotion material as we deem appropriate about your and other Dollar franchisees. Such information may relate to the rates, equipment and conditions under which cars may be rented from franchisees. "**Website**" means any interactive electronic document, contained in a network of electronic devices linked by communications software that we operate or authorize others to operate and that refers to the Franchised Business, the Marks, or the System.

Our Website is the only Website authorized for advertising Your Franchised Business. You may not, without our prior written approval, advertise Your Franchised Business on any website other than our designated Website. You must cooperate in the preparation, development and maintenance of an interior page on our Website, which will contain such information about Your Franchised Business as we deem necessary or appropriate. We will approve all such information, and any proposed revisions to the information prior to posting or use. We shall have sole discretion and control over our Website design and content.

You may not develop, create, generate, own, license, lease or use any computer medium or electronic medium (such as an Internet home page, e-mail address, social or other media profile or listing. Website or display, bulletin board, newsgroup, mobile application or other Internet related medium) which in any way uses or displays, in whole or in part, the Marks without our written consent, and then only in such a manner and in accordance with such procedures, policies, standards and specifications as we may establish from time to time. For example, you may not use the Marks (in whole or in part): (1) as part of an Internet domain name; (2) as, or a part of, a URL (at any level or address) or email address; (3) on or in connection with any Internet home page, Website, bulletin board, newsgroup, social or other media profile or listing, chat-group, buddy list, instant messenger, mobile application, meta-tag or other Internet-related activity, without our prior written consent.

Program Assessments

We may decide to initiate a Program Assessment related to any Program. Such Programs could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge and credit cards, debit cards, cash deposit ID cards, cards issued by us or our affiliates, travel industry commissions or tour arrangements, customer satisfaction, operations, account programs, coupon programs, experimental or test programs. The Programs may include participation by Vehicle Rental Businesses owned, operated, franchised, or licensed by our affiliate(s) which are identified by trademarks, trade names, service marks, logos, emblems, and other indicia and origin different and distinct from the Marks, including Vehicle Rental Businesses that may compete with Your Franchised Business. You agree to fully and completely participate in such Programs, as required by us, regardless of whether all other franchisees are also required to participate in, support and service the Programs. If all other franchisees are also required to participate in, support and service a Program, then the expenses incurred by you will be on the same basis as other franchisees. Programs may be modified, replaced, or initiated by us from time to time as in the Operations Guide or otherwise in writing.

We are currently not charging any Program Assessment to new franchisees, although we reserve the right to do so in the future. We reserve the right to allocate a portion of the franchise fees to assessments related to Programs. Program Assessments are not refundable.

Program Assessments may, for example, be used by us to defray our operating expenses and overhead reasonably related to the administration, direction or operation of such Programs. We will from time to time determine and inform you of the amount of such assessments, and the time and manner of payment for such purposes (for example, pro rata basis determinations) and for such periods as we determine.

Advisory Council

There is an Advisory Council (the "**Council**") that currently consists of nine (9) franchisee members. The franchisee members are appointed by us based on a number of factors, including diversity of experience, geography and airport versus local markets.

The Council serves in an advisory capacity only. We have the power to form, change, or dissolve the Council.

Computer System

At your expense, you must purchase or lease, and maintain, a Computer System. As described in Item 7 (note 9), your Computer System shall have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including but not limited to the Internet), and using industry standard protocols (e.g., TCP/IP), and those as we may reasonably prescribe in the Operations Guide or otherwise in writing. We shall have the right from time to time, and at any time, to retrieve data and information from your Computer System, by modem or other requested means, and use it for any reasonable business purpose both during and after the term of this Agreement. We may, from time to time, specify in the Operations Guide or otherwise in writing the information that you shall collect and maintain on the Computer System installed at Your Franchised Business (including rental transactions, Vehicles, reservations, customer profiles and other pertinent information relating thereto), and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. The information so obtained by us shall be in addition to and not in lieu of the reporting requirements set forth in Section 14 of your Franchise Agreement. In accordance with Section 12.18 and 12.19 of your Franchise Agreement, we reserve the right to require you to acquire the Computer System (and each part of the Computer System) from an approved supplier as we may from time to time prescribe in the Operations Guide or otherwise in writing. We may designate ourselves or an affiliate as an approved supplier (and may

be the sole approved supplier) for the Computer System (or any part of the Computer System). You shall keep the Computer System in good maintenance and repair and, at your expense, shall promptly install such additions, changes, modifications, substitutions, and/or replacements to the Computer System, as We direct. We cannot predict the cost or frequency of required modifications of the Computer System; however, we estimate that the costs of any updates or upgrades will range from $0 to $500 per year. You cannot deviate from the specifications without our previous written consent. (Franchise Agreement, Section 12.19.)

Your hardware and software that is part of the Computer System must be able to interface with our data transfer and acquisition systems via a dedicated telephone line modem or dedicated network connection (if we require), including any data transmission or retrieval system, capable of handling rental check-in and check-out, office administrative functions, reservations, customer profiles, intercity transactions and other pertinent information. You may be required to pay for (or the hardware or software provider may be required to pay for) any costs or expenses required by us, whether on our end or at the provider's end, to interface with our system. The hardware and software that you use in connection with the counter operations for Your Franchised Business, including your "counter automation system" software is referred to in this Disclosure Document as the "**Approved Counter System**." The Approved Counter System will support multiple offices and rental fleets, print rental agreements, handle multiple deposit and payment methods, and prepare numerous reports concerning the operation of Your Franchised Business, among other things.

You must purchase and utilize a "counter automation system" for Your Franchised Business. Counter automation systems are software systems that maintain "ready to rent" information of cars in each category, provide a preferred customer database to facilitate reservation and rental processing, as well as rate and rental information. You must pay any fees or expenses associated with any third-party software agreement and comply with the terms of any such agreement. We use these systems to transmit reservation information to you in a format that we require and to collect and monitor closed rental agreement information from Your Franchised Business by electronic polling.

The only approved counter automation software systems are contained in the Operations Guide.

We reserve the right to change the counter automation software systems, in which case you must, at your expense, purchase new software licenses.

As of the date of this Disclosure Document, you must lease or purchase the counter automation software systems as designated by Us in the Operations Guide. You must purchase software support from the approved suppliers (if offered by them). A counter automation software system is licensed to you and the license is not transferable.

We estimate that the costs for your Approved Counter System, which consists of the hardware and software, will be between $11,500 to $250,000, depending on the number and extent of the Approved Counter Systems that you choose to install. If you wish to have the approved supplier provide maintenance and equipment support services, you will sign an agreement with the supplier. The number of computer workstations you will need will vary depending upon the number of cars in your rental fleet or your own requirements. For example, for fleets of up to 100, 200 and 300 rental cars, we estimate you will need 2, 3 and 4 computer workstations, respectively. You may also purchase your computer hardware from the approved supplier (if offered by them).

You shall provide us or our affiliate access to retrieve electronic data recorded in your computer system on a 24-hour, seven days a week basis. Such data will include, but will not be limited to, files that contain information pertaining to rental transactions, Vehicles, reservations, customer profiles and data files that are part of your general ledger. (Franchise Agreement, Section 14.4.)

You agree to give us, and acknowledge that we shall have, the free and unfettered right to retrieve any data and information from your computers as we deem appropriate, including electronically polling the daily information and other data of the Franchised Business, such as customer interactions. There are no contractual limitations on our independent access to the information and data stored on the required cash register / computer system. You must obtain, provide to us, and maintain an email address in order to allow us to communicate with you electronically and you must immediately advise us of any change in your email address.

All data that you provide, that we download from your system, and that we otherwise collect from you, including customer data, is owned exclusively by us, and we will have the right to use that data in any way that we deem appropriate without compensating you.

In the event we or an affiliate offers a counter automation system to franchisees, you may be required to purchase it from us or our affiliate.

We reserve the right to require you to acquire, and thereafter use and maintain, the Computer System (and each part of the Computer System) from an approved supplier as we may from time to time designate in the Operations Guide or otherwise in writing. We may designate ourselves or an affiliate as an approved supplier (and we or an affiliate may be the only approved supplier) for the Computer System (or any part of the Computer System).

We may revise the list of Approved Counter Systems to Computer Systems with certain specific compatibilities with our proprietary Computer System or we may require you to purchase our proprietary system, even if you are utilizing a previously approved system.

You must maintain a Payment Card Industry ("**PCI**") compliant security service subscription to protect the confidentiality of information gathered from guests' credit cards and other payment cards. You must contract with a PCI compliant vendor that complies with all applicable industry standards and regulations and You must use the security service subscription as required in the Operations Guide.

The Franchise Agreement requires that you agree that you are responsible for any and all information security incidents involving customer data that is handled by you or your Computer Systems. Further, you shall indemnify and hold harmless The Hertz Corporation and its affiliates, officers, directors, employees, agents, and representatives from and against any all claims, demands, actions, suits, proceedings, damages, losses, liabilities, fines, penalties, judgments, settlements, costs and expenses (including attorneys' fees) related to any security incident from all claims, costs, related to any security incident. You shall notify us (including both the Franchise Department cert@hertz.com, and privacy@hertz.com) in writing immediately (and in any event within twenty-four (24) hours) whenever you reasonably believe that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, customer data or Computer Systems ("**Breach**"). After providing such notice, you will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to such Breach, document all information collected as part of its investigation of the Breach, and keep us advised of the status of such Breach and all matters related thereto, and comply with all applicable laws. The Franchise Agreement requires that you further agree to provide, at your sole cost, reasonable assistance and cooperation requested by us or our designated representatives, in the furtherance of any correction, remediation, or investigation of any such Breach and/or the mitigation of any damage, including, without limitation, any notification that is appropriate to send to individuals impacted or potentially impacted by the Breach, and/or the provision of any credit reporting service appropriate to provide to such individuals. Unless required by law, you shall not notify any individual or any third party other than law enforcement of any actual or potential Breach involving customer data provided to you by us without first consulting with us and obtaining our permission. In addition, within 30 days of identifying or being informed of a

Breach, you shall develop and execute a plan that reduces the likelihood of a recurrence of such Breach. You will agree that we may at our discretion immediately suspend or terminate the transfer of customer data or connection to our systems without penalty if a Breach occurs.

Operations Guide

We will provide a prospective franchisee with the opportunity to view our Operations Guide prior to purchasing a franchise. The Operations Guide includes the brand partner code of conduct, one-way / intercity rental policies, and frequent renter loyalty and reward policies, in each case as amended or updated from time to time. Prior to viewing our Operations Guide, you will be required to sign a Confidentiality Agreement (Prospective Franchisees), a copy of which appears as Exhibit B to this Disclosure Document.

Delegation of Performance: Performance on Combined Basis

We may delegate the performance of any service, program or obligation to our affiliates, or to third parties and such delegates will have the right to perform any such obligations on a combined basis, utilizing the same or shared personnel, or in conjunction with the performance of the same, similar or different services for or on behalf of our or delegate's company owned, company-operated or franchised businesses, which may be in competition with Your Franchised Business. We will have the right, in our sole discretion, to allocate costs, personnel and other resources among any combined programs. (Franchise Agreement, Section 13.10). If you qualify for certain optional services we or our affiliates offer, like revenue management, you may incur other obligations under the terms of those agreements.

Training

Prior to opening Your Franchised Business, you, your manager and key employees must, at your sole expense (including all travel and living expense), attend and complete, to our satisfaction, all required initial training programs and courses. In addition, we may require that you, at your expense (including all travel and living expense), attend remedial training programs and courses as we deem necessary to improve the operation of Your Franchised Business. You, your manager, and key employees may, at your option and sole expense (including all travel and living expense, and the payment of associated training fees, if any), attend and complete other optional additional training programs and courses that we offer from time to time. You must also implement a training program for all employees of Your Franchised Business for the operation of Your Franchised Business in compliance with our then-current standards and procedures. We may also provide you and your employees with the option of attending training programs conducted by our Parent for employees at one of its company-owned operations.

We maintain no formal training staff for the above training. Our representatives who provide on-site training assistance are employees of us or our Parent and include Franchise Operations and other personnel with extensive (at least three years') experience in field location management techniques, revenue management, and selling at the rental counter. Training classes will be held at the home office, zone training facility, franchisor-owned store and online. The instructional materials will consist of printed materials, PowerPoint® presentations, videos, training outlines, etc. (see the above paragraph regarding trainers).

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Onboarding Orientation	4		Franchisor's Headquarters or at your designated location.
Introduction to the brand	4		Franchisor's Headquarters or at your designated location.
Pre-Opening Procedures	1		Online
Fleet Programs	1		Online
Privacy Policy	1		Online
Facility Guidelines	1		Online
Marketing Sales	1		Franchisor's Headquarters or at your designated location.
Revenue Management	1		Franchisor's Headquarters or at your designated location.
Airport, Off-Airport Counter Observation		8	Airport and Off-Airport Location
Supplies, Required Forms, Rental Agreements	1		Online
Privacy Training	1		Online
Facility Requirements, Fixtures, Signage Requirements	1		Online
Employee Appearance Uniform Standards	1		Online
Daily Operating Procedures	2		At your designated location.
Counter Policies and Procedures	3		At your designated location
Brand Service and Programs	3		At your designated location
Fleet Operations	8		At your designated location
Customer Service/Sales Training	20		Franchisor's Headquarters or at your designated location.
Accident Reporting	4		Online
Back Office	8		Franchisor's Headquarters or at your designated location.

* "**Franchisor's Headquarters**" means our headquarters located at 8501 Williams Road, Estero, Florida 33928.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You will be granted a non-exclusive, geographic Franchised Territory in which you will operate Your Franchised Business. The Franchised Territory varies from franchisee to franchisee, and will be identified by, at a minimum, the name of a city or other political subdivision(s) in Attachment A to your Franchise Agreement. We retain and reserve all rights not expressly granted to you in the Franchise Agreement. We retain, for ourselves, and our parents, subsidiaries, and affiliates the right, among others, to use, and to franchise others to use, the System and the Marks within and outside of your Franchised Territory, and to develop, use and franchise the use of other proprietary marks within and outside of your Franchised Territory in connection with the sale, rental, lease, or other use of the same, similar or different products and services, on any terms and conditions that we deem advisable, and without granting you any related rights. We also retain the right to sell our assets, engage in a public offering or private placement of ownership interests, merge with or acquire other companies or to be acquired by another company (including in each instance a company that may own or operate systems or chains that may be competitive with the System). We and our affiliates may develop, use and franchise methods, plans, programs or procedures for the operation of Vehicle Rental Businesses which are not part of the System (for example, the use of electronic kiosks for reservation and customer service functions) and you will have no rights to those methods, plans, programs or procedures unless we expressly make them part of the System franchised to you.

Due to the non-exclusive nature of your territory, we may use alternative distribution methods, including the Internet, within your Franchised Territory, whether using the Marks or other proprietary marks. We are not required to pay any compensation to you for soliciting or accepting reservations from within your Franchised Territory. Additionally, neither the use of Vehicles in the Franchised Territory that are rented from, and delivered to customers by us or other franchisees of the Franchised System outside the Franchised Territory, nor the delivery to customers or the use or return by customers of Vehicles in the Franchised Territory, that are leased from us or leased from other franchisees of the Franchised System outside the Franchised Territory, nor Vehicles to others within and outside the Franchised Territory including Your customers, competitors and commercial fleet operators by us or our affiliates shall be deemed an infringement of your rights in the Franchised Territory.

There are no restrictions on you from accepting reservations from outside of your Franchised Territory; however, you may not solicit reservations from customers (either through advertising or through any website, including through our designated Website) from outside of your Franchised Territory without our prior permission.

If you are unable to provide any product or service from Your Franchised Business (for example, a particular vehicle model, rental rate, pick-up location or any other customer preference), you must use all reasonable efforts to refer the customer to another Dollar business. Also, we may, in our discretion, refer the customer to another car renting, car leasing, car sales, car self-service/sharing, or truck rental business of ours, our affiliates, or our or our affiliates' franchisee that rents or leases the desired product or service.

If, at the time of signing of the Franchise Agreement, it is determined that additional locations are required to be opened within your Franchised Territory, such additional locations will be noted on Attachment A of your Franchise Agreement. You must open the additional locations by the date specified on Attachment A. Failure to meet the schedule set forth on Attachment A may result in termination of the Franchise Agreement, or may result in the reduction, modification, revision or the reclamation of the

Franchised Territory upon notice to you. If, during the term of your Franchise Agreement we determine that you must open an additional location within your Franchised Territory, we will provide notice to you and you will have 60 days to provide your intent to open the additional location; you will then have 180 days from the date of our notice to you to commencing operating Your Franchised Business from the additional location. If you fail to timely provide notice of your intent to open the additional location, or if you fail to commence operations within the required time period, we may operate, or franchise others to operate, a Vehicle Rental Business or other similar business using the Marks in the Franchised Territory.

You will not have any options or rights of first refusal to acquire additional franchises within the Franchised Territory or any contiguous geographic areas.

If you wish to relocate Your Franchised Business within the Franchised Territory, you will be required to follow the same procedure for approval of a new location. We will review and approve your site selection. We are not obligated to do so within a specific timeframe but anticipate that we will do so within 10 days after the site is identified. Our approval will be dependent on the site being adequate to meet our standards for proximity to facilities and businesses such as hotels, offices, airports and highways.

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of Your Franchised Business is 60 days. Factors which may affect this time period include identifying a site, obtaining acceptable financing arrangements, remodeling, decorating, purchasing and installing equipment, fixtures and signs, hiring employees, and similar factors.

As described above in Item 1, Our affiliates operate Hertz Businesses and Thrifty Businesses, using both franchised and company-owned outlets. These affiliates may operate or offer franchised businesses in your Franchised Territory that compete with Your Franchised Business, including Vehicle Rental Businesses that offer both the Hertz and Thrifty brands. Neither we, nor any of our affiliates, including our affiliates described above in Item 1 (including Hertz and Thrifty), have any established procedures for resolving conflicts that may develop among Hertz franchisees, Dollar franchisees, Thrifty franchisees, DTG Operations, DTG, our other affiliates, and us. In the event such conflicts were to arise, however, we would seek to resolve them through discussions among the affected parties.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Franchised Territory which rent cars by the hour, week or month as part of "Hertz 24/7®" car sharing services or as part of another program.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Franchised Territory which sell used vehicles.

Our Parent, or one of its subsidiaries or affiliates, may operate and/or offer licensed or franchised businesses within your Franchised Territory which rent vehicles other than cars.

Our Parent, or one of its subsidiaries or affiliates, may operate and offer franchised businesses within your Franchised Territory which sell used rental cars through Hertz's "Rent2Buy" program.

You may not advertise Your Franchised Business outside your Franchised Territory without our prior written consent.

You must pay other Dollar (and possibly Hertz and Thrifty) franchisees (or our affiliates) in accordance with the "Rent It Here-Leave It There" Manual, as revised, when you rent cars owned by such franchisees or our affiliates to customers on a "local" or "inter-city" basis.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, you will have the right to operate a car renting, or renting and leasing, business under the name and mark "DOLLAR," or other form of words featuring the name and mark "DOLLAR" as we may periodically require or approve. The following principal trademarks and service marks, which we own and authorize you to use, are registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**").

Name	Registration Date	Registration Number
DOLLAR	June 14, 1988 Renewed August 24, 2018	1492628
DOLLAR RENT A CAR	October 28, 1997 Renewed October 28, 2017	2110019
DOLLAR CAR RENTAL	August 7, 2018	5534265
dollar. in red	July 8, 2017	5247618
dollar. Car Rental Stylized	November 5, 2019	5904322

We have timely filed, and intend to timely file, with the USPTO all required affidavits of use and renewal applications, when due, for the Marks. Except as described below, there are no presently effective determinations of the USPTO, the trademark trial and appeal board or the trademark administrator of any state or any court; no pending infringement, opposition or cancellation proceedings; nor any pending material litigation involving the Marks that are relevant to their use by you.

We know of no superior prior rights or infringing use that could materially affect your use of the Marks except as noted above. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the license.

You must immediately notify us of any apparent infringement of the Marks or challenge to the Marks or claim by any person of any rights in any of the Marks. We have the exclusive right to take the action we, in our sole discretion, deem appropriate in response to any infringement or challenge. We have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement of or challenge to the Marks. You must sign any documents, and do what may, in our counsel's opinion, be necessary to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests in the Marks.

We are not obligated by the Franchise Agreement or otherwise to protect your rights to use the Marks and are not obligated to protect you against claims of infringement or unfair competition. However, we are obligated to take such action as we deem appropriate to preserve our rights to and interest in the Marks and our right to sublicense them to other parties. We are obligated to take such action as we deem appropriate to protect and defend our right to the Marks against infringement, confusion, tarnishment, dilution or other diminution or loss. We have full discretion to elect the specific measures, if any, to be

taken to fulfill our obligations under the Franchise Agreement, and are obligated to take only those actions we reasonably determine to be necessary and appropriate.

You must use all names and Marks in full compliance with rules we establish and as identified in the Operations Guide, as amended. You are prohibited from using any Mark or the word(s) "DOLLAR" or any similar name as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols. You may not use any name or Mark in connection with the sale of any unauthorized product or service (e.g., the sale, leasing or parking of vehicles). You may only use the Marks in advertising featuring the products we approve in our national advertising.

You must at all times identify yourself to the public as an independent Franchisee of the Dollar System. You may not register or assist others in registering the Marks or variations of them, or any name or mark in which we have an interest, with any domain name registrar that has the authority or ability to allocate or assign Internet domain names on either the international, national, regional, or local levels.

When the Franchise Agreement terminates or expires, you must stop using our Marks. We have exclusive rights to our Marks. We also have the right to monitor, supervise and control the use of our Marks by our franchisees and the nature and quality of the goods and services provided under the Marks.

We have the right to modify or discontinue the use of any of the Marks and you must comply with our standards for their use as modified, at your expense and within a reasonable period of time.

If you have more than one brand, you are strictly prohibited from co-branding and you must conduct your operations, and comply with the image and standards requirements, according to the franchise agreements, the Multiple Brand Franchising Addendum, and the Operations Guide, including separate off-airport facilities, rental counters, and uniforms, and compliance with other guidelines so that it is clear to the public that the Dollar Business, the Thrifty Business, the Firefly Business and the Hertz Business are separate and distinct businesses.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any rights in or to any patents or registered copyrights that are material to Your Franchised Business; also, we have no pending patent applications material to Your Franchised Business.

Operations Guide

You must operate Your Franchised Business in accordance with the standards, policies, and procedures specified in the Operations Guide, and you will receive access to the Operations Guide through our Intranet. You will also receive updates to the field bulletins through our Intranet. You must treat the Operations Guide, and the information contained in it, as confidential, and must use all reasonable efforts to maintain this information as confidential. You must not reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The Operations Guide will at all times remain our sole property and must be kept in a secure place.

We may revise the contents of the Operations Guide, and you must comply with each new or changed standard which is issued via bulletin to licensees. You must ensure that the Operations Guide is kept current at all times. If there is a dispute as to the content of the Operations Guide, the terms of the master copies which we maintain at our home office will control.

Confidential Information

You will (and you will cause your affiliates, employees, representatives and agents to), during or after the term of the Franchise Agreement, treat and maintain information concerning the System and procedures, operations and data used in the System, including but not limited to, customer lists, operating methods and techniques, marketing programs, and commercial account information and material. You will (and you will cause your affiliates, employees, representatives and agents to) divulge confidential information only to those employees, representatives and agents who are directly connected with the performance of work which requires knowledge, and you must advise the employees and agents of the confidential nature and the requirements for non-disclosure. You and all persons to whom you disclose any of this information will be required to sign nondisclosure and/or noncompetition agreements, the forms of which are included as Attachment F to the Franchise Agreement (Confidentiality Agreement and Non-Competition Agreement for Owners) and Attachment H to the Franchise Agreement (Confidentiality Agreement for Managerial Employees) which is attached to this Disclosure Document as Exhibit A.

Information or techniques prepared, compiled or developed by you, your employees or agents during the term of the Franchise Agreement and relating to performance or operation of the System or Your Franchised Business will be considered as part of our confidential and proprietary information.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote a significant amount of personal time, energy and direction, and your best efforts, to developing, conducting, managing and operating Your Franchised Business and to encouraging the use of our world-wide car renting services. You must employ (or you may serve as) a manager who must: (i) be disclosed to us; (ii) complete required training; and (iii) have sufficient Vehicle Rental Business experience to manage and operate Your Franchised Business; and (iv) devote full time to the management and operation of Your Franchised Business. An employed manager is not required to have an equity interest in Your Franchised Business. You may disclose to your manager the confidential, proprietary information we give to you, but only to the extent necessary for operation of Your Franchised Business. We require your manager to sign a Confidentiality Agreement (Managerial Employees), the form of which is included as Attachment H to the Franchise Agreement, which is attached to this Disclosure Document as Exhibit A. You must sign our Confidentiality and Non- Competition Agreement (Owners), the form of which is included as Attachment F to the Franchise Agreement, which is attached to this Disclosure Document as Exhibit A. As stated in this agreement, you agree that for 12 months after the Franchise Agreement is transferred, is terminated or expires, you and your owners may not:

(a) Employ or seek to employ any person who is at that time employed by us, our affiliates, or by another of our or our affiliates' franchisees, or otherwise directly or indirectly seek to induce such person to leave his or her employment; or

(b) Own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all the assets of the Franchised Business to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business:

(i) Within the Territory;

(ii) Within fifty (50) miles of the border of the Territory;

(iii) Within the territory of any other Dollar franchisee;

(iv) Within a ten (10) mile radius of the border of the territory of any other Dollar franchisee; or

(v) Within a ten (10) mile radius of any Dollar Business operated by us or our affiliate.

You and your shareholders, members or partners must also sign the Confidentiality Agreement (for Prospective Franchisees) attached as Exhibit B before receipt of any confidential proprietary information, including our Operations Guide.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must rent only cars which meet our standards and specifications (including, the types, quality, fuel source, emissions profile, size, mileage, model year or age, and brand of cars) as we may from time to time prescribe in the Operations Guide or otherwise in writing. Each vehicle rented must be a motor vehicle designed and used primarily for transporting people (including sport utility vehicles of any size, passenger vans of any occupancy, and smaller than medium duty pick-up trucks). You also must operate Your Franchised Business in conformity with such standards, specifications and procedures as we may from time to time determine and prescribe, including with regard to the products and services authorized to be used and rented at Your Franchised Business. The cars must be rented on a standard form which we provide.

We reserve all rights not granted to you, and (by way of example) you may not: (1) sell any vehicles under the Marks or otherwise from or in connection with Your Franchised Business; (2) lease any cars under any lease agreements (even though other franchisees operating under the System may be permitted to do so); (3) rent cars in connection with or through any self-service program or car-sharing service; (4) rent, lease or sell any vehicles that are determined by us to be primarily designed, used or maintained for the transportation of property or goods; or (5) rent, lease or sell any form of aerial, materials handling, earthmoving, construction, industrial, marine, or other machinery or equipment, whether or not the same is self-propelled.

You must subscribe to and fully and completely participate in any and all Programs, campaigns or activities. Such Programs, campaigns or activities could relate, for example, to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge cards, credit cards, debit cards, cash deposit ID cards, any cards issued by us or our affiliates, travel industry commissions or tour arrangements, customer satisfaction, operations, account programs, coupon programs, experimental or test programs. Such Programs may be initiated, modified or replaced by us from time to time in the Operations Guide or otherwise in writing. Some of these programs, campaigns and activities may also be undertaken separately from or together with programs, campaigns and activities of our affiliates and their franchisees including operations in the Hertz and Thrifty systems.

In addition, you must subscribe to, participate in and promote our (or our affiliate's) reservation program or system (the "**Reservations System**"), and pay related assessments and contributions as we prescribe on the same basis applicable to other System franchisees. You must participate in and promote any Reservations System that we now maintain or may later establish or designate. You must comply with all of the terms, conditions and procedures of the Reservations System, must accept and service all reservations received through the Reservations System, regardless of the medium by which the reservation is received (e.g. telephone, central reservation system, global distribution systems, Internet, or other collection or distribution systems) and may pay to us or our designee the fees and other charges imposed by us, and/or due under the Reservations System. In addition, you must accept and service all reservations for your services which are received from other franchisees of Dollar and us and must transmit all reservations which you are requested to place by any customer to the appropriate Dollar franchisee without charge to the customer and without fee to the receiving franchisee or us, other than as may be specified in the Operations Guide. You must not establish or utilize a system for collecting and distributing reservations, either separately or in combination with other travel services, which in our sole determination, competes with or is duplicative of a reservation, collection or distribution system we establish or under our authority, including, any telephone, computer or Internet reservation system. A reservation center for local rental business, which is neither promoted nor advertised outside of the Territory or to airport customers, is not a violation of this provision.

You must also offer customers the option of purchasing loss or collision damage waiver, honor certain charge and credit cards, solicit applicants for charge and credit cards, process reservations for car renting services and refrain from engaging in practices which mislead the public. You must operate Your Franchised Business in accordance with the System and may operate and conduct Your Franchised Business and provide services only within your Franchised Territory and only from the Franchised Premises.

You are not limited by the terms of the Franchise Agreement, any other agreement, or any practice in the customers to whom you may offer the services of Your Franchised Business.

If we permit you to have more than one brand, you must (1) submit commercially reasonable bids for the right to operate separately, your Hertz Business, your Dollar Business and/or your Thrifty Business from an in-terminal location at the airport within the Territory; (2) comply with all image and standards requirements for the operation of multiple brands, including potentially separate off-airport facilities, rental counters, and uniforms, and compliance with other guidelines so that it is clear to the public that your Hertz Business, your Dollar Business and/or your Thrifty Business are separate and distinct businesses; and (3) conduct your operations according the Multiple Brand Franchising Addendum and the Operations Guide, which generally will prohibit co-branding in conjunction with Your Franchised Business.

If permitted by us, a franchisee with more than one brand may service its customers using a combined vehicle rental fleet for use in the operation of its Franchised Business as long as the vehicle identification is neutral, unbranded and in compliance with required image standards. However, unless we otherwise authorize, you will not be allowed to co-brand your Courtesy Vehicles.

If we allow you to you have more than one brand, you must use a counter automation system that is compatible with the specifications of Hertz, Dollar and/or Thrifty, and which is capable of sending and receiving data from Hertz, Dollar and/or Thrifty.

If we authorize you to have more than one brand, you must have brand-specific dedicated employees in all areas where customer contact occurs. Sharing of counter employees across brands at the same time is strictly prohibited, unless we otherwise approve. Customer contact employees must always be uniformed in the attire of the brand they are currently representing and must wear authorized Hertz, Dollar or Thrifty uniforms and nametags. Common or neutral customer contact employee uniforms are not allowed, unless specifically permitted by us.

We, and our affiliates, retain the right, in our sole discretion, to unilaterally make changes to the operating requirements and procedures for operating multiple brands, to maintain the goodwill associated with the Hertz Marks, the Dollar Marks and the Thrifty Marks, to meet customer satisfaction demands and to meet competition. There may be variations in customer-based performance standards between the brands as set forth in the applicable Operations Guide and operating guides.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP
FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.2	The term of each franchise given in the Franchise Agreement shall begin on the Effective Date and end on the expiration date set forth in Attachment A thereto.
b. Renewal or extension of the term	7.1	The Franchise Agreement may be renewed, provided (i) you are not then in default of any provision of your Franchise Agreement, any amendment thereof or successor thereto, or any other agreement between you or your affiliates and us or our affiliates, (ii) have not failed at any time to make any payment owed to us or our affiliates in a timely manner and (iii) have at all times been in compliance or material compliance with all the terms and conditions of the Franchise Agreement and all such other agreements during the terms thereof, you may, at your option, renew the franchise granted to you under the Franchise Agreement for such number of successive renewal periods ("**Renewal Periods**"), if any, set forth in Attachment A to your Franchise Agreement, provided that in advance of each such renewal, you execute a new franchise agreement and pay a renewal fee in the amount set forth in Attachment A to the Franchise Agreement.
c. Requirements for you to renew or extend	7.1	In addition to the requirements set forth in "b." above the following conditions must also be met before and at the time of each renewal: (a) you have given us written notice of your election to renew not more than 12 months nor less than 9 months prior to the end of the term (and, as applicable, the end of the Renewal Periods); (b) you have paid all amounts owed to us on or before the dates on which they are due; (c) you have complied with our then-current qualification and training requirements; (d) you have paid our out-of-pocket costs relating to your application for a renewal franchise; (e) you and your owners must execute a general release, in a form then prescribed by us, of any and all claims against us, our Parent and affiliates and their respective officers, directors, members, shareholders, and employees, in their corporate and individual capacities, including claims arising under the Franchise Agreement or under federal, state or local laws, rules, regulations or orders; (f) you must refurbish, repair, replace or obtain, at your expense, such equipment, computer systems, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of Your Franchised Business as we may reasonably require and must otherwise modernize Your Franchised Business to reflect the then-current standards and image of the Franchised System as specified in the Operations Guide;

Provision	Section in Franchise Agreement	Summary
		(g) you shall have achieved during the term of the Franchise Agreement the performance requirements set forth and described in Attachment B hereto (and, with respect to any applicable renewal periods, such performance requirements as may be designated by us with respect thereto); and (h) we have a continuing program for the conduct and operation of a Franchised Business and are offering new franchises to conduct a Franchised Business at the time of such election by you and upon each renewal.
d. Termination by you	19.1	With or without cause with not less than 180 days prior written notice to us; payment of an "Early Termination Fee" (liquidated damages), calculated by multiplying the minimum amount per year set forth in Attachment A (or, if no minimum amount is specified, the average annual franchise fee paid by you to date during the Term) by the number of years remaining on the term of your Franchise Agreement as of the date of termination (adjusted in each case on a pro rata basis for partial years and for partial terminations if applicable).
e. Termination by us without cause	Not Applicable	We may not terminate your Franchise Agreement without cause.
f. Termination by us with cause	19.2, 19.3, and 19.4	We have the right to terminate your Franchise Agreement for cause.
g. "Cause" defined –curable defaults	19.4	Your Franchise Agreement may be terminated if you: fail to pay us or our affiliate any monies due under the Franchise Agreement or any other agreement with us or our affiliates within 30 days after delivery of notice to you; fail to maintain the required insurance coverage and you do not correct this failure within 10 days after delivery of notice to you; fail to comply with Section 12.22 of the Franchise Agreement regarding your pricing and you do not correct this failure within 30 days after delivery of notice to you; use any of the Marks in a manner not permitted by the Franchise Agreement and you do not correct this un-permitted use within 30 days after delivery of notice to you; fail to comply with any other provision of the Franchise Agreement, any other agreement with us or our affiliates, or any provision of an airport concession or lease agreement, and you do not correct this failure within 30 days after delivery of notice to you; or fail to furnish us access to conduct the inspections and examinations contemplated by Section 15.1 of the Franchise Agreement, and you do not correct such failure within 3 days after notice to you.
h. "Cause" non-curable defaults	19.3, 19.4	Your Franchise Agreement will terminate automatically if you: are adjudged bankrupt, become insolvent, are dissolved, make an assignment for the benefit of creditors, are unable to pay debts as they come due or a petition under any bankruptcy law is filed against your; attempt during the term of your Franchise Agreement to make arrangements for or to effect (i) a Transfer without complying with the transfer provisions of the Franchise Agreement, or (ii) a transaction comparable to a Transfer that will take place after termination or expiration and is in violation of Section 24.1(b) of the Franchise

Provision	Section in Franchise Agreement	Summary
		Agreement; or upon the death, disability or dissolution of you or an owner; discontinue the active conduct of Your Franchised Business for more than 5 consecutive days, unless performance is rendered impossible by fire, flood, earthquake or other natural disaster, governmental acts, orders or restrictions or any other reason where failure to perform is beyond Your control and not caused by your negligence; you or any owner makes any material misrepresentation or omission of a material fact in the information furnished by you to us in connection with our decision to enter into a Franchise Agreement with you, on the franchise application for the Franchise Agreement or in any agreement between you or your affiliates and us or our affiliates; fail to begin operating Your Franchised Business at 1 or more locations within the time periods designated and at the sites specified in Attachment A to your Franchise Agreement, or after beginning operations fail to continue operating at any such location without our consent; submit any report to us which understates your Gross Receipts by more than 3%; fail to complete our initial training program as set forth in Section 11.1 to the Franchise Agreement to our satisfaction; fail to comply with the procedures for acquiring an Airport Rental Location as set forth in Section 17.2 of your Franchise Agreement; you or any Owner are: (i) convicted of, or plead guilty or no contest to, any felony; (ii) convicted of, or plead guilty or no contest to, any criminal offense related to Your Franchised Business, other than minor traffic violations; or, (iii) convicted of, or plead guilty or no contest to, any crime or violate Anti-Terrorism laws or commit any act within or without Your Franchised Business that, in our sole opinion, could tend to reflect poorly upon the goodwill of our name or any of our Marks or upon Your Franchised Business; engage in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice; engage in any conduct or practice that is a fraud upon or an intentional deception of us or our affiliate; violate the exclusive dealing covenant found in Section 12.18 of your Franchise Agreement; you or any owner attempts to revoke any guarantee to us or our affiliates; a payment default occurs under any guaranty of the Franchise Agreement or any other existing or future agreement by you, your owners or your affiliates with us or our affiliates; fail to comply with any obligation contained in Section 24 of your Franchise Agreement; fail on 3 or more separate occasions, during any 12 month period, to comply with provisions of the Franchise Agreement, including your obligation to pay when due the franchise fees, reservations fees or other payments owing to us or our affiliates or other franchisees of ours or our affiliates, even though the defaults were cured after notice to you; place advertising using the Marks not in compliance with our Operations Guide and without our prior written approval on 3 or more separate occasions; your vehicle financing capacity, liquidity and/or net worth materially decrease to the extent that we deem (in our discretion) there to be an adverse impact on your continued financial stability or operations; or fail to maintain in Your Franchised Business, as set forth on Attachment D to your Franchise Agreement: (i) the minimum number of vehicles required for each calendar month

Provision	Section in Franchise Agreement	Summary
		during the term of the Franchise Agreement; or (ii) the minimum average number of Vehicles for either 6 consecutive months or 9 months out of any 12 consecutive months.
i. Your obligations on termination/non-renewal	19.6	Upon termination or non-renewal, you must: immediately pay all franchise fees, reservations fees, interest, late fees and other charges to us or to our affiliates or franchisees of us of our affiliates; return all copies of the Operations Guide; cancel all assumed name registrations or other registrations relating to the use of, or including, the Marks; return to us or destroy, according to our direction, all literature, signs, unused Rental Agreements or other forms used in Your Franchised Business, promotional material and any other material identifying you with the Franchised System or containing the Marks and certify in writing the destruction of such materials; removal of all signs, including directional signs, and detailing and trade dress displaying the Franchised System name, logo, or symbol that implies a connection to the Franchised System, from all buildings and vehicles; stop all use of the Marks or any colorable imitation of them in any business; continue to comply with the covenant not to compete of the Franchise Agreement; execute all documents necessary to effect the transfer of all telephone numbers and directory listings with which any of the Marks are associated and notify your telephone company and all listing agencies of the termination of your right to use any telephone numbers, listings and yellow pages advertising relating to Your Franchised Business; immediately cease identifying you or Your Franchised Business as a Franchised Business or as formerly associated with the Franchised System; execute, at our request, all documents necessary to assign to Franchisor or its designees the leasehold interests in real property at which Your Franchised Business is operated and all airport concession agreements covering airports or other sites at which Your Franchised Business is operated; notify lessors of real estate and airport entities/representatives that the Franchise Agreement has been terminated and that Franchisor or its designee has the right to succeed to your status as tenant and airport concessionaire; allow us, at our option, to audit Your Franchised Business; and immediately advise us of all inventory or other items bearing the Marks.
j. Assignment of contract by us	20.1	There are no limits on our right to assign the Franchise Agreement.
k. "Transfer" by you – defined	20.2 and 20.3	You shall not Transfer any interest in You, the Agreement, Your Franchised Business, any Location, the Franchised Territory or the franchise. Upon notice of termination by you pursuant to Section 19.1 of your Franchise Agreement, your Franchise Agreement and the franchise it grants to you may not be transferred.
l. Our approval of transfer by you	21.3 and 21.4	In the event you or any owner proposes to make a Transfer, you shall give written notice of such proposed Transfer to us. We will either approve or disapprove the proposed Transfer and so notify You.
m. Conditions	21.1, 21.2,	Prior to any lifetime Transfer, you must: be in full compliance with

Provision	Section in Franchise Agreement	Summary
for our approval of transfer	21.3 and 21.4	your Franchise Agreement and any other agreement between us, our affiliates or any other franchisee of ours or our affiliates and you; be current in all ascertainable obligations to us, our affiliates and other franchisees of ours and our affiliates; fully comply with the blackout period set forth in Section 21.2 of the Franchise Agreement and notice requirements set forth in Section 21.3 of the Franchise Agreement; demonstrate to our satisfaction that a bona fide written offer has been made for a proposed Transfer; that the proposed transferee has the business knowledge, experience, good reputation, and the financial resources to own and operate Your Franchised Business and will agree to the conditions of approval provided in Section 21.4 of the Franchise Agreement; and make a deposit with our Credit Department in the form and amount requested by the Credit Department to cover accounts receivable and incidentals accrued by you or any owners through the date of Transfer.
n. Our right of first refusal to acquire your business	22	During the Review Period, we have the right to exercise our right of first refusal to purchase from you the interest that is proposed to be transferred, for the same price and upon the same terms and conditions as stated in the Notice of Transfer and acquisition agreement. We have an additional 60 days after the Review Period, plus any additional time needed to obtain consents or other closing conditions, to complete the transaction.
o. Our option to purchase your business	19.7	Upon expiration or termination, within 30 days (or within 120 days after our receipt of a notice from you that you are terminating the Franchise Agreement), we may elect to purchase from you, and to require you to sell to us or to our nominee, some or all (at our option) of the assets employed in Your Franchised Business.
p. Your death or disability	23.1, 23.2	Upon your death or the death of any owner, the Franchise Agreement and the franchise granted thereunder shall terminate unless we approve in writing a successor to such interest within 90 days of such death.
q. Non-competition covenants during the term of the franchise	24.1	For a period commencing upon the Effective Date and expiring 12 months after (i) a Transfer permitted by Section 21, or (ii) the date of termination or expiration of your Franchise Agreement for any reason (including due to nonrenewal) or the date on which you cease to operate Your Franchised Business, whichever is later, you and your owners shall not, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others: (a) own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business (except under a franchise from us or our affiliate) within: (i) the Franchised Territory; 100 miles of the border of the Territory; (ii) the territory of any other System franchisee; (iii) a 10 mile radius of the border of the territory of any other System franchisee; or (iv) a ten (10) mile radius of any Franchised Business operated by us or our affiliate; or (b) engage in a transaction that would have been a Transfer had it occurred during the

Provision	Section in Franchise Agreement	Summary
		term of the Franchise Agreement or is comparable to a Transfer (as a post-termination or post-expiration transaction), and is to an entity that will operate a Vehicle Rental Business
r. Non-competition covenants after the franchise is transferred, terminated, expires or is not renewed	24.1	For a period commencing upon the Effective Date and expiring 12 months after (i) a Transfer, or (ii) the date of termination or expiration of your Franchise Agreement for any reason (including due to nonrenewal) or the date on which you cease to operate Your Franchised Business, whichever is later, you and your owners shall not, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others: (a) own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business (except under a franchise from us or our affiliate) within: (i) the Franchised Territory; 100 miles of the border of the Territory; (ii) the territory of any other System franchisee; (iii) a 10 mile radius of the border of the territory of any other System franchisee; or (iv) a ten (10) mile radius of any Franchised Business operated by us or our affiliate; or (b) engage in a transaction that would have been a Transfer had it occurred during the term of the Franchise Agreement or is comparable to a Transfer (as a post-termination or post-expiration transaction), and is to an entity that will operate a Vehicle Rental Business.
s. Modification of the agreement	24.5	Must be in writing and executed by both parties.
t. Integration/ merger clause	28	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	30.2	Prior to the initiation of any arbitration proceeding, any dispute shall first be discussed in a face-to-face meeting between you and a corporate representative of ours, each authorized to make binding commitments on behalf of their respective parties.
v. Choice of forum	30.7	Arbitration will be held in the state where our headquarters is then located (currently, Florida) (subject to state law) *. For matters not covered by arbitration, litigation will be held in the state where our headquarters is then located (currently, Florida) (subject to state law). *
w. Choice of law	30.6	Florida (subject to state law) *
* Please refer to the disclosure addenda and contractual amendments appended to this Disclosure Document for additional terms that may be required under applicable state law.		

MULTIPLE BRAND FRANCHISING ADDENDUM

Category	Section in Multiple Brand Franchising Addendum	Summary
a. Termination by Franchisor with cause	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, we can terminate if there is an event of default under the Hertz, Dollar and/or Thrifty franchise agreement(s) or if you give notice to terminate the Hertz, Dollar and/or Thrifty franchise agreement(s).
b. "Cause" defined – curable defaults	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, you will be given at least 20 days from the date of delivery of written notice to cure any breaches, to the satisfaction of Hertz, Dollar and/or Thrifty, if (i) you combine, display or use the Hertz Marks, Dollar Marks and/or Thrifty Marks in violation of the Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement and/or the Multiple Brand Franchising Addendum (as applicable); (ii) any advertising, marketing or promotion combines, displays or uses the Hertz Marks, Dollar Marks and/or the Thrifty Marks in violation of the Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement and/or the Multiple Brand Franchising Addendum (as applicable); or (iii) you fail to comply with any provision of the Multiple Brand Franchising Addendum.
c. "Cause" defined – non-curable defaults	8	See Franchise Agreement summary. In addition, under the Multiple Brand Franchising Addendum, if you transfer, sell or otherwise dispose of Your Hertz Franchise Agreement, Your Dollar Franchise Agreement and/or the Thrifty Franchise Agreement (as applicable) without the express written consent of Hertz, Dollar and/or Thrifty, as applicable.
All other items of the Multiple Brand Franchising Addendum, which must be disclosed in this Item 17, are substantially similar to those contained in the Franchise Agreement.		

ITEM 18
PUBLIC FIGURES

We use Mikey Day, who is considered a public figure, to promote the System.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting GJ Kistemaker, Senior Vice President, Global Franchise Operations, c/o The Hertz Corporation, at 8501 Williams Road, Estero, Florida 33928, GJK@hertz.com the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	62	64	2
	2024	64	68	4
	2025	68	66	-2
Company Owned	2023	178	173	-5
	2024	173	181	8
	2025	181	196	15
Total Outlets	2023	240	237	-3
	2024	237	249	12
	2025	249	262	13

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Oregon	2023	0
	2024	1
	2025	0
Washington	2023	0
	2024	1
	2025	0
Total	2023	0
	2024	2
	2025	0

Note: There were no transfers for the time period indicated above

Table No. 3
Status of Franchise Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations other Reasons	Outlets at End of Year
AK	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
AL	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
AR	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
AZ	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CA	2023	4	1	1	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	2	3
CO	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
FL	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations other Reasons	Outlets at End of Year
GA	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
GU	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
ID	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
KS	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MA	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
MP	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
MO	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MT	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations other Reasons	Outlets at End of Year
NE	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
NC	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
ND	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
OH	2023	2	0	0	0	0	0	2
	2024	2	5	0	0	0	0	7
	2025	7	0	0	0	0	0	7
OK	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
OR	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	1	2
	2025	2	0	0	0	0	0	2
PR	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	4	1
	2025	1	0	0	0	0	0	1
SC	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations other Reasons	Outlets at End of Year
SD	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TN	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
TX	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
VI	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
WA	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	1	3
	2025	3	0	0	0	0	0	3
WY	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Total Outlets	2023	62	3	1	0	0	0	64
	2024	64	10	0	0	0	6	68
	2025	68	0	0	0	0	2	66

Notes: (1). States not listed had no franchised outlets for the time periods indicated.

(2). The figures set forth in this Item 20 are based upon reports generated by data systems of the franchisor and reasonable calculations derived from those reports

Table No. 4
Status of Company-Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
AL	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
AZ	2023	3	0	0	0	0	3
	2024	3	1	0	0	0	4
	2025	4	1	0	0	0	5
CA	2023	26	0	0	2	0	24
	2024	24	3	0	0	0	27
	2025	27	3	0	0	0	30
CO	2023	6	0	0	0	0	6
	2024	6	2	0	0	0	8
	2025	8	1	0	0	0	9
CT	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
DC	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
FL	2023	26	0	0	1	0	25
	2024	25	0	0	0	0	25
	2025	25	5	0	0	0	30

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
GA	2023	5	0	0	0	0	5
	2024	5	0	0	1	0	4
	2025	4	0	0	0	0	4
HI	2023	10	0	0	1	0	9
	2024	9	0	0	0	0	9
	2025	9	0	0	0	0	9
IL	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	2	0	0	0	6
IN	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
IA	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
KS	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
KY	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
LA	2023	2	0	0	0	0	2
	2024	2	1	0	0	0	3
	2025	3	0	0	0	0	3

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
ME	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
MD	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
MA	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
MI	2023	5	0	0	0	0	5
	2024	5	1	0	0	0	6
	2025	6	0	0	0	0	6
MN	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
MS	2023	2	0	0	0	0	2
	2024	2	0	0	1	0	1
	2025	1	0	0	0	0	1
MO	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
NV	2023	6	0	0	1	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	1	0	4

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
NH	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	1	0	0	0	2
NJ	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	1	0	0	0	4
NM	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
NY	2023	16	0	0	2	0	14
	2024	14	0	0	1	0	13
	2025	13	0	0	2	0	11
NC	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
OH	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
OR	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
OK	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
PA	2023	7	0	0	0	0	7
	2024	7	0	0	1	0	6
	2025	6	0	0	0	0	6
RI	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
TN	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
TX	2023	11	0	0	0	0	11
	2024	11	1	0	0	0	12
	2025	12	3	0	0	0	15
UT	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
VA	2023	4	2	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
VT	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
WA	2023	1	0	0	0	0	1
	2024	1	2	0	0	0	3
	2025	3	0	0	0	0	3

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
WI	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Total Outlets	2023	178	2	0	7	0	173
	2024	173	12	0	4	0	181
	2025	181	18	0	3	0	196

Notes: (1). States not listed had no franchised outlets for the time periods indicated.
(2). The figures set forth in this Item 20 are based upon reports generated by data systems of the franchisor and reasonable calculations derived from those reports

Table No. 5
Projected Openings
As of December 31, 2025

State	Franchise Agreements Signed but Outlet not opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
MT	0	3	0
Total	0	**3**	**0**

Note: States not listed have no projected openings as of December 31, 2025

List of Current Franchisees

The names, addresses and telephone numbers of all U.S. franchisees and their locations As of December 31, 2025, are attached as Exhibit H to this Disclosure Document.

List of Former Franchisees

A list of the names, last known addresses and telephone numbers of every franchisee who has had a Franchise Agreement terminated by us, who had a Location canceled or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under their Franchise Agreement or who closed a Location through December 31, 2025, is contained in Exhibit H. Dollar franchisees are granted the right to operate their Dollar Businesses from Rental Locations within a Territory and may at times close one Location and open others.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Purchase of Previously Owned Franchise

If you are purchasing a previously owned franchise, we will provide you additional information on the previously-owned outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

In some instances, during the past three years, current and former franchisees may have signed provisions restricting their ability to speak openly about their experience with the Dollar System. You may wish to speak with current and former franchisees but be aware that not all franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

Other than the Committee described in Item 11 above, there are no trademark-specific franchisee organizations associated with the franchise system being offered that: (1) we have created, sponsored, or endorsed; or (2) are incorporated or formed under state law and have asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Our Parent, The Hertz Corporation, absolutely and unconditionally guarantees the performance of our obligations under the Franchise Agreement. Our Parent has executed a Guarantee of Performance of our financial obligations under the Franchise Agreement to the extent such is required under U.S. federal and state franchise laws. A copy of this Guarantee of Performance is attached to this Disclosure Document as Exhibit E.

Audited consolidated balance sheets of Hertz Global Holdings, Inc., and The Hertz Corporation as of December 31, 2024, and December 31, 2025, and the related consolidated statements of operations, changes in equity, and cash flows for Hertz Global Holdings, Inc., and The Hertz Corporation for each of the three years in the period ended December 31, 2025, are included in this Disclosure Document by reference. See Exhibit F.

The financial statements of The Hertz Corporation are presented with the financial statements of Hertz Global Holdings, Inc., because that is how they are reported in the consolidated 10-K. However, Hertz Global Holdings, Inc., does not guarantee the performance of our obligations under the Franchise Agreement or otherwise. The performance of our obligations under the Franchise Agreement is only guaranteed by The Hertz Corporation.

ITEM 22
CONTRACTS

The following contracts are attached as Exhibits to this Disclosure Document in the following order:

Exhibit A: Franchise Agreement
Exhibit B: Confidentiality Agreement (Prospective Franchisees)
Exhibit C-1: Multiple Brand Franchising Addendum for New Franchises
Exhibit C-2: Multiple Brand Franchising Addendum for Existing Franchises

ITEM 23
RECEIPTS

The last two pages (Exhibit O) of this Disclosure Document are identical pages acknowledging receipt of this entire document (including all exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

EXHIBIT A
FRANCHISE AGREEMENT







FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

This Franchise Agreement is entered into between the entity identified on Attachment A hereto ("**Franchisor**", also referred to as "**We**," "**Us**" and "**Our**"), and the entity identified on Attachment C hereto ("**Franchisee**", also referred to as "**You**" and "**Your**").

Definitions --Words and phrases used frequently in this Franchise Agreement shall have the meaning indicated:

"**Affiliate**" means any person, company or other entity which controls, is controlled by or is under common control with another person, company or entity.

"**Affiliate Branded Business**" means both a Vehicle Rental Business operated under any mark used by Us or Our Affiliates other than the Marks and any business operated by Us or Our Affiliates, which may include but is not limited to businesses relating to vehicle sales, vehicle leasing, fleet management and associated services, vehicle or ride sharing, remote access vehicles.

"**Agreement**" or "**Franchise Agreement**" means this document, all its attachments, exhibits, amendments and modifications whenever made, the Operations Guide and the Identification Standards Manual, as amended or modified from time to time, all of which are incorporated herein and made a binding part of this Agreement.

"**Airport Agreements**" includes the licenses, concession agreements, leases and permits required by an airport or an airport trust authority to operate Your Franchised Business at an airport.

"**Airport Rental Location**" means a Location of a Vehicle Rental Business that (i) is located within a radius of 5 miles of an airport, (ii) is located at a facility such as a consolidated rent a car center, (iii) is accessible to or from an airport by means of a shuttle bus, tram, or similar service operated or authorized by the airport, (iv) is connected to an airport by use of an airport phone board or the like, or (v) otherwise services patrons of an airport.

"**Business Plan**" means the Franchisee's projections and plans for the next three (3) years including detailed projections of revenue, growth, new locations, a SWOT analysis, a market share analysis and competitor analysis and such other matters as Franchisor requires to be addressed.

"**Effective Date**" means the date so designated in Attachment A.

"**Franchised Territory**" or "**Territory**" means the specific geographical area, described in Attachment A to this Franchise Agreement, to which the franchise granted by this Franchise Agreement applies.

"**Franchised Business**" means a Vehicle Rental Business operated using the Marks and/or the Franchised System.

"**Franchised System**" or "**System**" means the systems, procedures, trade secrets, know-how, copyrighted and un-copyrighted materials, goodwill, plans, unpatented ideas, and all other

methods developed and/or utilized by Us or our Affiliates in the conduct of Vehicle Rental Businesses, including uniform methods of conducting operations, accounting for business finances and procuring customers, advertising and publicity service; identification and credit card service; insurance programs; and uniform style and character of equipment, furnishings and appliances used in the conduct of such businesses; and including this Agreement and the Operations Guide.

"**Gross Receipts**" means and includes the gross amount of all sums, whether such sums are cash or credit, billed or charged by You (whether or not the same shall have been paid or collected, and including for purposes of clarity amounts received in connection with prepaid reservations for which a rental does not actually occur and for which no refund is issued) as time, mileage or use charges, one-way rental or intercity charges or revenue splits or reimbursements, loss and collision damage waiver charges or fees, insurance charges such as personal effects coverage, personal accident insurance, supplemental liability insurance or uninsured or underinsured motorist protection (with no deduction for any premium paid to the insurance company in connection with any of the foregoing insurance products), vehicle licensing fees, prepaid fuel, charges for services such as cellular phones, GPS, wi-fi, tablets, baby seats, ski racks and any other special equipment or any other products or services rented, leased or sold by Your Franchised Business, additional and/or underage driver charges, drop charges (one-way), parking fees, and transportation fees, and all other charges and fees and all other income of every kind and nature derived from Your Franchised Business; but shall not include the amount of any federal, state or municipal sales or other similar taxes separately stated and collected from customers and paid to government entities as a result of such collection, concession or consolidated facility fees or charges to the extent paid to a third party, any refueling service charges separately stated and due as a result of the vehicle being returned with less than the fuel required upon return by the Rental Agreement, any parking violation fees and administrative charges associated with the processing and collection of fines, impound fees, receipts from sales of used vehicles, nor any sums received as insurance or otherwise to reimburse You for damage to Your vehicles or other property or to reimburse You for the loss, conversion or abandonment of such cars or the costs to return the vehicle to the designated location in rentable condition (but inclusive of proceeds of any business interruption insurance policies maintained by You), or any fees collected as a result of disposal of a vehicle no longer deemed to be rentable.

"**Identification Standards Manual**" means each published document or collection of documents, whether provided electronically or in hard copy, made available to the Franchisee by Us that contains the guidelines for the use of the Marks in Your Franchised Business, as supplemented and revised by Us from time to time.

"**Location**" means a site, approved by Franchisor, at which Your Franchised Business is operated and "location" means a site which has not yet been approved by Franchisor.

"**Marks**" means whether registered on the Principal Register of the United States Trademark and Patent Office or not, the Trade Names, any design used with or near the Trade Names; the look, colors, graphics, format, design, trade dress and commercial impression of the Franchised System's internal and external premises; signage, advertising, promotional materials, business stationery and other written and visual media as prescribed by Us; or any domain name registered by Us; and any other words, symbols or slogans currently used, or developed in the future by Us for use in connection with the Franchised System, including any words, symbols, marks or other

intellectual property which may be licensed or otherwise obtained by Us from third parties and which We authorize for use in connection with the Franchised System.

"**Operations Guide**" means each published document or collection of documents, whether provided electronically or in hard copy, made available to the Franchisee by Us that contains the required policies and procedures for the operation of Your Franchised Business and each publication to which they refer, as supplemented and revised by Us from time to time including any letter, bulletin or other thing in writing delivered by Us to You containing instructions, directives, requirements or standards pertaining to the Franchised System generally applicable to all franchisees or designated groups of similarly situated franchisees of the Franchised System, all of which shall be deemed part of the Operations Guide, regardless of whether consistent with the format of the Operations Guide or expressly designated for inclusion in the Operations Guide. The Operations Guide specifically includes, among other things, the brand partner code of conduct, the Identification Standards Manual, one-way / intercity rental policies, and frequent renter loyalty and reward policies, in each case as amended or updated from time to time. We may provide a copy of the Operations Guide or any part thereof in the form of Our choosing (whether printed, digital, a combination thereof, or otherwise) and may require You to exchange Your copy of the Operations Guide or part thereof upon Our request in the event that We update the form or substance of the Operations Guide.

"**Owners**" mean all Persons having any direct or indirect legal or beneficial interest in You (as indicated on Attachment C to this Agreement for corporate, limited liability company and partnership franchisees) and any legal or equitable rights relating to such interests.

"**Persons**" mean all natural and juridical persons including individuals, corporations, limited liability companies, societies, partnerships, sole proprietorships, joint ventures, other business associations, trusts or government entities.

"**Rental Agreement**" means the forms used in Your Franchised Business for the rental of Vehicles to Your customers.

"**Reservations System**" means the system designated and/or operated by Us, Our Affiliates, or Our Delegates, at any time during the Term, that allows customers to book Franchised System Vehicle rental reservations, including by using the Franchised System toll free number, by accessing Our Web site on the Internet, by using other Web sites linked to the Franchised System's reservations system, through a smartphone or other technology-based application, or by accessing and/or using global distribution systems by and through travel agents.

"**Revenue Target**" means the targeted Gross Receipts that Your Franchised Business is realistically expected to achieve in any particular year.

"**Trade Names**" means the words or names identified on Attachment A or any other words, symbols or slogans used, developed, or so designated in the future by Us for use in connection with the Franchised System.

"**Transfer Fee**" means the fee paid to Us in accordance with any Transfer and is calculated as five percent (5%) of the average total of the immediately preceding three (3) years of Gross Receipts as reported to the Us.

"**Vehicle**" means any motorized means of transportation which requires a license to operate and in which or on which persons or goods may be carried except for airplanes, snowmobiles, motorcycles, all-terrain vehicles, boats, trains, tractors and larger than medium duty pick-up trucks, *i.e.*, a gross vehicle weight rating (GVWR) of greater than 14,000 pounds or such other standard as may be prescribed in the Operations Guide.

"**Vehicle Rental Business**" means a business of providing a Vehicle for hire without a human driver for a period of 365 days or less.

"**You**" or "**Your**" means the Franchisee, all Persons signing this Agreement on behalf of a corporate, partnership or limited liability company Franchisee, and all Persons who guarantee the performance of the Franchisee's obligations under this Agreement.

"**Your Franchised Business**" means the Franchised Business operated by You, whether pursuant to this Franchise Agreement, any predecessor agreement, or any other agreement or understanding between Us and You concerning the operation of a Franchised Business.

There are other words and phrases not included in the above list that are defined within this Franchise Agreement. Those terms shall have the meaning given to them in this Franchise Agreement.

1. INTRODUCTION

We have developed a method of operating Franchised Businesses. We have the right to use the Marks in any Franchised Business and the right to license the Marks to others.

You understand that We may from time to time offer different services, utilize new business methods and develop new Marks for the Franchised System including the introduction of new Marks, services or business methods through any combination of franchising, co-branding and/or other arrangements with third parties.

You have applied to Us for a franchise to operate a Franchised Business. We have relied upon all of the acknowledgments and representations made by You in this Agreement, other agreements between You and Us or Our Affiliates and in Your franchise application, including those about Your financial resources and the manner in which You propose to own and operate Your Franchised Business.

You acknowledge that You have read and understand this Agreement and You have been given the opportunity to clarify any provision that You do not understand. You further acknowledge that We reserve the right to decline to franchise the operation of a Franchised Business to any Person at any time whether initially or upon any proposed transfer. The terms, conditions and promises contained in this Agreement are necessary to maintain Our high standards of service and to maintain the uniformity of those standards within the Franchised System.

2. GRANT AND TERM OF FRANCHISE

2.1. *Grant*. Subject to the terms and conditions of this Agreement, We grant You a franchise or franchises to operate a Franchised Business or Businesses in the Franchised Territory described in

Attachment A to this Agreement at the Locations shown in Attachment A to this Agreement. You shall operate Your Franchised Business(es) only from the Locations shown in Attachment A to this Agreement, and You shall not operate any other business from those Locations. Except as expressly permitted under this Agreement, You shall not have the right to use the Marks in connection with any retail offer of any vehicle for sale, lease or otherwise.

2.2. *Term*. Subject to termination as provided herein, the term of each franchise given in this Agreement shall begin on the Effective Date and end on the expiration date set forth in Attachment A hereto.

2.3. *Change of Location*. You shall not relocate any part of Your Franchised Business to a new location without Our prior written consent. Our consent shall not be unreasonably withheld, but Our approval is not a guaranty or warranty as to the suitability or profitability of the location.

3. TERRITORY AND COMPETITION

3.1. *Territory*. Your Franchised Territory is described in Attachment A to this Agreement. You may serve any customer without regard to the domicile of the customer, but shall not operate Your Franchised Business or any part thereof to or from a permanent or temporary location outside the Locations shown in Attachment A to this Agreement. To this end, it is understood and agreed that neither:

(a) the use of Vehicles in the Franchised Territory that are rented from, and delivered to customers by Us or other franchisees of the Franchised System outside the Franchised Territory, nor

(b) the delivery to customers or the use or return by customers of Vehicles in the Franchised Territory, that are Leased from Us or leased from other franchisees of the Franchised System outside the Franchised Territory, nor

(c) offer, sale or lease of Vehicles to others within and outside the Franchised Territory including Your customers, competitors and commercial fleet operators by Us or Our Affiliates

be deemed an infringement of the rights granted to the Franchised Business in the Franchised Territory as granted in this Agreement.

3.2. *Competition*. Provided You are in full compliance with and not in default of this Agreement, We shall refrain from operating or granting a right to any third party to operate a Franchised Business from a location within Your Franchised Territory. We retain all rights not expressly granted herein. Notwithstanding anything to the contrary contained herein, absent Us requiring or permitting You to participate in any of the following businesses, You shall not have the right to utilize the Marks, or the Franchised System in connection with (i) the sale, or offer for sale, of any vehicle, including the sale of Your rental fleet Vehicles, including sales of Vehicles at auction, retail or wholesale sales, sales through the Internet, donations or the operation of a facility for vehicle sales (a "**Car Sales Business**"); (ii) the leasing of vehicles under any lease agreements for more than 365 days (a "**Vehicle Leasing Business**"); and (iii) the rental of vehicles in connection with or through any self-service program, 24/7 program, car-sharing service, ride-

sharing service, or any other business model for loaning, sharing, renting, or leasing vehicles other than a Vehicle Rental Business (a "**Car Self-Service/Sharing Business**") without an express granting of the right by Us to You. In addition, (i) We and Our Affiliates shall have the right to utilize and to license others to utilize the Marks or the Franchised System in connection with the Car Sales Business, Vehicle Leasing Business or Car Self-Service/Sharing Business, or offer franchises for these purposes, both within and outside the Franchised Territory, including sales to Your customers, competitors and commercial fleet operators, regardless of proximity to or competitive impact upon Your Franchised Business and without Your consent and without providing any rights or compensation to You; and; (ii) We and Our Affiliates shall have the right to operate and to grant franchises to others to operate Affiliate Branded Businesses both within and outside the Franchised Territory, regardless of proximity to or competitive impact upon Your Franchised Business and without Your consent and without providing any rights or compensation to You.

3.3. *Reversion of Territory*. Attachment A to this Agreement describes Locations and/or locations which must be in operation by specified dates described in the attachment. Your failure to meet the schedule for opening Locations and/or locations constitutes grounds for termination of this Agreement as described in Section 19.4(c). Instead of termination, We may, at Our option, reduce, modify or revise and reclaim the Territory without notice to You except for the area within a three (3) mile radius of any Location then being operated by You pursuant to this Agreement.

3.4. *Additional Locations*. We may determine, in Our sole discretion, that one or more additional Locations and/or locations must be opened by You in the Territory to serve customer demand. In the event We determine that You must open an additional location from which You must operate Your Franchised Business in the Territory, We will send You written notice setting forth that portion of the Territory in which You must open and operate a Location. You must provide Us with written notice of Your intent to open such Location and/or location within sixty (60) days from the date of Our written notice and commence to operate Your Franchised Business from such Location and/or location no later than one hundred eighty (180) days from the date of Our written notice. If You fail to timely provide Us written notice of Your intent to open a Location and/or location, or You fail to timely commence operations of Your Franchised Business at such Location and/or location, in addition to any other remedies available to Us under this Agreement or otherwise, at Our option, that portion of the Territory shall revert to Us without notice and We may grant a franchise to others to operate a Franchised Business or We or Our Affiliates may operate a Franchised Business in the reverted portion of the Territory, including if such Franchised Business operates within a three (3) mile radius of one of your Locations. As described in Attachment A, You will be considered to be operating at a Location and/or location if You are conducting a Vehicle Rental Business from such Location and/or location.

4. INITIAL AND/OR RENEWAL FEE

Upon signing this Agreement, You have paid Us a non-refundable Initial or Renewal Fee in immediately available funds in the amount set forth in Attachment A hereto. This fee shall be deemed fully earned and nonrefundable upon receipt by Us in consideration of the grant of rights to use the Marks and the administrative and other expenses incurred by Us in granting the franchise and for Our lost or deferred opportunity to grant the franchise to another party.

5. FRANCHISE AND OTHER FEES

5.1. *Amount and Payment*. During the term of this Agreement, You agree to report to Us as provided in Section 14 and pay Us on the tenth (10th) day of each month, non-refundable franchise fees based on a percentage of the Gross Receipts derived from Your Franchised Business for the prior month as set forth in Attachment A hereto; provided, however, that in no event shall the aggregate fees contemplated by this Section 5.1 and paid with respect to any anniversary year be less than the applicable minimum annual fee amount set forth in Attachment A hereto. The payment of such minimum amount, to the extent not paid as a result of the aggregate monthly payments for the anniversary year, shall be paid to Us within sixty (60) days after the end of the anniversary year.

5.2. *Program Assessments*. In addition to the payments made pursuant to Section 5.1 above, if required by Us, You shall pay any assessments related to Our Programs (as defined in Section 12.26 below). Such assessments may be used by Us to defray any of Our operating expenses and overhead reasonably related to the administration, direction or operation of such Programs. We shall from time to time determine and inform You of the amount of such assessments, and the time and manner of payment thereof by You. You acknowledge and agree that We shall have the right to allocate all or a portion of a payment made pursuant to Section 5.1 above to the payment of any assessments otherwise payable under this Section 5.2 in such amounts and for such periods as We determine.

5.3. *Other Fees*. You agree to pay Us or Our Affiliates any amounts incurred by You and due to Us or Our Affiliates from the operation of Your Franchised Business whether incurred directly pursuant to this Agreement or as a result of goods or services provided to You by Us or Our Affiliates and any fees paid by Us or Our Affiliates, directly or indirectly, on Your behalf; provided however that this section shall not in any way obligate Us or Our Affiliates to pay any such amounts on Your behalf.

5.4. *Manner of Payment; Past Due Payments; Interest and Late Fees*. All payments required by this Agreement to be paid to Us shall be due in such manner (including by direct debit from Your account) and at such times (which may be on a monthly or other periodic basis) as may be prescribed by Us from time to time, in Our sole discretion. In the event We prescribe that payments be made by direct debit from Your account, You shall authorize Us and Our bank to debit Your account directly for all payments required by this Agreement by signing and delivering an Authorization Agreement for Preauthorized Payments in a form from time to time specified by Us. Any payment, or any report or statement required under any other section of this Agreement, not actually received by Us on or before the date on which it shall be due shall be deemed overdue if not postmarked at least three (3) days prior to the date it was due. Unless a different date is specified by Us in writing, any payment not actually received by Us within ten (10) days after the invoice date shall be deemed overdue. You shall pay to Us interest on any unpaid obligations. All such unpaid obligations shall bear interest from the date due, or such other date as We may specify from time to time, until paid at an interest rate of twelve (12%) percent per annum, compounded monthly, or such other interest rate specified by Us in writing, or, if less, the maximum rate allowed by applicable law. Any report or statement required under any other section of this Agreement not actually received by Us on or before the date on which it is due shall be deemed overdue.

5.5. *Mailing and Freight Charges*. You shall reimburse Us for the cost of shipping and mailing to You supplies and materials used in Your Franchised Business.

5.6. *Application of Payments*. When We receive any payment from You or any of Your Affiliate(s), We have the right to apply it in Our chosen manner to any amounts You or Your Affiliate(s) owe(s) Us or Our Affiliate(s) under this Agreement or any other agreement between You or Your Affiliate(s) and Us or Our Affiliate(s), even if You have designated the payment for another purpose or account. We may accept any check or payment in any amount from You without prejudice to Our right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere shall constitute or be considered as an accord or satisfaction.

5.7. *Set Off Option.* We may set off against any money owed by Us or Our Affiliate(s) to You or Your Affiliate(s) pursuant to this Agreement or otherwise, including any monies, debts, obligations, or liabilities relating to the operation of Your Franchised Business arising prior to the date of this Agreement. This right of set off will continue until You or Your affiliates have paid, satisfied or discharged all monies, debts or liabilities due or owing to Us and Our Affiliates. You hereby irrevocably authorize Us or Our Affiliate to deduct from any monies payable by Us or Our Affiliate to You or Your Affiliate(s) pursuant to this Agreement or otherwise any monies due or owing to Us or Our Affiliates by You or Your Affiliate(s) from time to time. If in Your jurisdiction set-off is not possible due to the local laws We or Our Affiliate(s) will hold monies due to You or your Affiliate as a lien, free from interest, until such time as You or Your Affiliate(s) have paid all monies owed by You or your Affiliate to Us and Our Affiliate(s). You may not deduct, set off, holdback or otherwise reduce in any manner any amount that You allege that We or Our Affiliates owe against any amounts owed by You under this Agreement.

In the event that an overpayment of any fees under this Agreement occurs due to an error on Your part, the refunding of the overpayment amount by Us or Our Affiliates shall be limited to 180 days' worth of such overpayments. It is Your responsibility to carefully calculate all payments and audit your internal payment processes to avoid such overpayments.

6. REVENUE TARGET

6.1. *Generally*. You shall maintain and increase the Gross Receipts of Your Franchised Business and not to do anything that would reduce the Gross Receipts of Your Franchised Business.

6.2. *Revenue Target Calculations.* You shall ensure that Your Franchised Business achieves Gross Receipts equivalent to the applicable Revenue Target, in the amount set forth in Attachment A. In the event a Revenue Target has not been agreed upon for any particular year prior to the Effective Date, the parties shall discuss and agree on a new Revenue Target at least five (5) months before the start of the relevant year. If the parties fail to agree on a Revenue Target for the affected year for any reason, by three (3) months before the start of the relevant year, the Revenue Target shall be the previous Year's actual Gross Receipts or Minimum Annual Fee plus ten percent (10%), whichever is the greater.

6.3. *Requirement to pay Minimum Annual Fee.* Regardless of whether You achieve the Revenue Target in any one year You shall pay to Us the Minimum Annual Fee.

6.4. *Failure to meet Revenue Target.* Notwithstanding Section 6.2, if You fail to achieve eighty percent (80%) of the Revenue Target in any two (2) consecutive years, We shall, at Our complete discretion have the option to terminate this Agreement. We shall give notice to You of Our decision to terminate this Agreement in writing with a notice period of six (6) months.

7. OPTION TO SIGN NEW FRANCHISE AGREEMENT

7.1. *Option*. On the expiration of this Agreement, provided (i) You are not then in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between You or Your Affiliates and Us or Our Affiliates, (ii) have not failed at any time to make any payment owed to Us or Our Affiliates in a timely manner and (iii) have at all times been in compliance or material compliance with all the terms and conditions of this Agreement and all such other agreements during the terms thereof, You may, at Your option, renew the franchise granted to You under this Agreement for such number of successive renewal periods ("**Renewal Periods**"), if any, set forth in Attachment A, provided that in advance of each such renewal, You execute Our then-current franchise agreement (the form and terms of which may differ) and pay a renewal fee in the amount set forth in Attachment A, and provided further that the following conditions be met before and at the time of each renewal:

(a) You have given Us written notice of Your election to renew not more than twelve (12) months nor less than nine (9) months prior to the end of the term (and, as applicable, the end of the Renewal Periods);

(b) You have paid all amounts owed to Us on or before the dates on which they are due;

(c) You have complied with Our then-current qualification and training requirements;

(d) You and Your Owners have completed to Our satisfaction (i) a current franchise application, including but not limited, to furnishing all corporate and financial data and assurances required, and (ii) the anti-bribery and anti-corruption compliance checks required by Us;

(e) You and Your Owners must execute a general release, in a form then prescribed by Us, of any and all claims against Us, Our parent and Affiliates and their respective officers, directors, members, shareholders, and employees, in their corporate and individual capacities, including claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders;

(f) You must refurbish, repair, replace or obtain, at Your expense, such equipment, computer systems, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of Your Franchised Business as We may reasonably require and must otherwise modernize Your Franchised Business to reflect the then-current standards and image of the Franchised System as specified in the Operations Guide;

(g) You shall have achieved during the term of this Agreement the performance requirements set forth and described in Attachment B hereto (and, with respect to any applicable renewal periods, such performance requirements as may be designated by Us with respect thereto); and

(h) We have a continuing program for the conduct and operation of a Franchised Business and are offering new franchises to conduct a Franchised Business at the time of such election by You and upon each renewal.

7.2. *Form of New Agreement*. If You sign a new franchise agreement as provided in Section 7.1, You shall sign Our then-current form of franchise agreement and all other agreements that We customarily require for the granting of franchises. Our then-current form of franchise agreement may provide for different franchise fees, advertising contributions, fees not included in this Agreement and other terms and conditions materially different from the terms of this Agreement. Your Territory may be reduced, severing the parts that have not been developed during the term of this Franchise Agreement.

7.3. *Operation After End of Term*. If You continue to operate Your Franchised Business after the end of the term (and, as applicable, the end of any Renewal Periods) without having renewed the franchise agreement in accordance with Sections 7.1 and 7.2 above, including by having executed the then-current form of franchise agreement, We may, at Our option: (1) deem You to be operating Your Franchised Business on a month-to-month basis under (a) the terms of the then-current form of franchise agreement, including the then-applicable franchise fees, and any other fees being charged by Us, or (b) the terms of this Agreement; or (2) deem the Franchise Agreement terminated, in which event You must fully comply with the post-termination obligations set forth in Section 19 below. If We exercise options (1)(a) or (b), We, subject to applicable law, may terminate without cause the then-current form of franchise agreement or this Agreement, as applicable, at any time upon at least thirty (30) days' notice of termination, without affording You any opportunity to cure, in which event You must fully comply with the post-termination obligations set forth in Section 19 below.

8. ADVERTISING

8.1. *Advertising by You*. You may advertise Your Franchised Business within Your Territory. All advertising by You in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as We may from time to time designate in the Operations Guide or otherwise in writing. You shall submit to Us for Our prior approval (including with respect to prices to be charged, to the extent allowed by applicable law) samples of all advertising and promotional plans and materials (including Web sites and press releases) that You desire to use and that have not been prepared or previously approved by Us. The approval procedures are set forth in the Operations Guide. If written disapproval thereof is not received by You within thirty (30) days of receipt, We shall be deemed to have given the required approval. You shall not advertise Your Franchised Business outside Your Territory without Our prior written consent.

8.2. *Advertising by Franchisor*. This Agreement does not create an obligation on Our part to advertise or promote the Marks or to advertise or promote Your Franchised Business. We may do so, however, at Our sole discretion.

8.3. *Internet and Mobile Advertising; Intranet*

(a) You shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, Web site or display, bulletin board, newsgroup, social or other media profile or listing, mobile application or other Internet-related medium) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Our express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as We may establish from time to time. Without limiting the generality of the foregoing, You shall not cause, permit or allow the Marks, or any of them, or any words, symbols or terms confusingly similar thereto, be used or displayed in whole or part: (1) as, or a part of, an Internet domain name; (2) as, or a part of, a URL (at any level or address) or email address; or (3) on or in connection with any Internet home page, Web site, bulletin board, social or other media profile or listing, newsgroup, chat-group, buddy list, instant messenger, mobile application, meta-tag (or the comparable identifier in any future technology) or other Internet-related activity, without Our express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as We may establish from time to time. You shall not link to or frame in to the Web sites (including any interior page) or mobile application, any other Web site or authorize any third party to link to or frame in the Web site (including any interior page) or mobile application without Our express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as We may establish from time to time.

(b) We currently operate a Web site on the Internet. You must develop and maintain an interior page on Our Web site containing information about Your Franchised Business at Your sole expense. All such information will be subject to Our approval prior to posting. Our Web site is the only authorized Web site for advertising Your Franchised Business and, except as provided in this Section 8.3, absent Our prior written approval, You are strictly prohibited from advertising Your Franchised Business on any Web site other than Our Web site. We have sole discretion and control over the Web sites' design and content. We have no obligation to maintain the Web sites indefinitely, and may dismantle it or them or alter their form or content at any time without liability to You. We may also engage third parties to develop, administer or otherwise service such Web sites.

(c) We also may (but are not required to) develop an Intranet network through which We and Our franchisees can communicate by e-mail or similar electronic means. If We develop such an Intranet network, You agree to use the facilities of such Franchised System Intranet in strict compliance with the standards, protocols and restrictions that are set forth in the Operations Guide and the Identification Standards Manual (including standards, protocols and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements).

9. TELEPHONE BOOK ADVERTISING

9.1. *Telephone Number*. You shall obtain a separate telephone number for each Location You operate. You shall not transfer, disconnect, or assign any telephone number used in Your Franchised Business or advertised in association with the Marks to any person or entity without Our prior written consent. By signing this Agreement and Attachment E, You hereby authorize assignment of any telephone numbers used in Your Franchised Business to Us or Our designee and You appoint Us as Your attorney-in-fact to transfer the telephone numbers. We shall not act on the telephone number assignment (Attachment E) unless and until this Franchise Agreement expires or is terminated for any reason. However, when this Agreement expires or is terminated for any reason, You hereby agree and acknowledge that Attachment E will operate as Your assignment to Us of all telephone numbers used in Your Franchised Business. You shall execute any additional documents required to transfer such telephone numbers and directory listings to Us whether before or after termination or expiration of this Agreement.

9.2. *Telephone and Electronic Listings*. You agree to obtain a telephone listing or otherwise list Your Franchised Business, as directed by Us, in all paper and digital directories applicable to the Franchised Territory, including but not limited to all primary and competitive secondary utility directory listings in the Location's surrounding area. If Your Location is in the same primary utility directory area or secondary directory area as another franchisee location or a Franchised System rental location, You must collaborate with such other location to place a joint advertisement in the applicable directory and submit the same to Us for final approval on the content and size of the advertisement. In the event that You and the other franchisee and or Franchised System party cannot agree on placement of the joint advertisement, We will make the final decision on the size and content of the joint advertising.

9.3. *Authorization*. You authorize Us, at Our discretion, to appoint any qualified agent or agency to place telephone directory or electronic listings, at Your expense, in the uniform manner prescribed by Us.

9.4. *Advertising Outside of the Territory*. You shall not purchase or place advertising in any telephone book or similar book that is circulated wholly outside the Territory without Our prior written consent. You shall submit Your proposed advertisement copy along with the names and circulation areas of the proposed telephone books to Us for approval in the manner contemplated by Section 8.1.

10. RESERVATIONS SYSTEM

10.1. *Participation in the Reservations System*. You shall participate in and promote any Reservations System that is now maintained or may hereafter be established or designated by Us. Such Reservations System may, at Our option, be combined with reservations systems which service vehicle rental, leasing and sales systems other than the Franchised System (including vehicle rental, leasing and sales systems owned or operated by Our Affiliates) or may otherwise service vehicle rental, leasing and sales systems other than the Franchised System. You shall comply with all of the terms, conditions and procedures of the Reservations System, shall accept and service all reservations received through the Reservations System, regardless of the medium by which the reservation is received (e.g. telephone, central Reservations System, global

reservation systems, Internet, or other collection or reservation systems) and shall pay to Us or Our designee the fees and other charges imposed by Us, and/or due under the Reservations System. In addition, You shall accept and service all reservations for Your services which are received from other franchisees of the Franchised System and Us and shall transmit all reservations which You are requested to place by any customer to the appropriate franchisee of the Franchised System or Us without charge to the customer and without fee to the receiving franchisee or Us, other than as may be specified in the Operations Guide. You shall not establish or utilize a system for collecting and distributing reservations, either separately or in combination with other travel services, which in Our sole determination, competes with or is duplicative of a reservation, collection or distribution system established by or under Our authority, including, but not limited to, any telephone, computer or Internet reservations system. A reservation center for local rental business, which is neither promoted nor advertised outside of Your Territory or to airport customers, is not a violation of this provision. In addition to all rights and remedies available in this Agreement, at law and in equity, if You are in breach of any of the obligations under this Franchise Agreement or any other agreement with Us or Our Affiliates, We shall have the right to remove, suspend or block Your Locations as well as locations operated pursuant to any other franchise agreement with Us or Our Affiliates from all Reservations Systems until such breach has been cured to Our satisfaction.

10.2. *Responsibility for Reservation Information*. The Reservations System benefits Franchised System franchisees by providing quick access to information pertaining to rates and availability of Vehicles. Information for each franchisee, including You, is input into the Reservations System for access by others. Because this information must be input by data entry operators, the possibility of error exists. BY EXECUTION OF THIS AGREEMENT, YOU AGREE THAT FRANCHISOR, OUR AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF US OR OUR AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, DIRECT, INCIDENTAL, OR CONSEQUENTIAL, RESULTING FROM DATA ENTRY ERRORS OR OTHER ERRORS IN THE RESERVATIONS SYSTEM. By execution of this Agreement, You also agree that in submitting information to Us for input, You assume full responsibility for assuring that the information is correctly input by checking the information on-line after submission to Us.

11. TRAINING

11.1. *Initial Training*. You or Your full-time manager (as defined in Section 12.2) shall participate in and complete to Our satisfaction the initial training program for all Franchised Businesses conducted by Us or Our Affiliates prior to the opening of Your Franchised Business. This training may be conducted at Your location or at another site that We designate. There is no separate charge for this training program, but You shall be responsible for travel, living expenses and wages that You or Your employees incur during the training period. Unless You obtain written permission from Us to postpone training, Your failure to complete the training to Our satisfaction is a breach of this Agreement and shall constitute a default pursuant to Section 19.4(e) for which We can terminate this Agreement.

11.2. *Remedial Training*. We may require You, at Your sole expense (including all travel and living expenses) to attend such remedial training programs and courses as We deem necessary to improve Your operation of Your Franchised Business. Your failure to complete the training to Our

satisfaction shall be considered a breach of this Agreement and shall constitute a default pursuant to Section 19.4(e) for which We can terminate this Agreement.

11.3. *Employee Training*. You shall implement a training program for all employees of Your Franchised Business for the operation of the Franchised Business in compliance with Our then-current standards and procedures.

11.4. *Additional Training*. We or Our Affiliates may provide periodic training for franchisees that is designed to supplement and update the initial training. You may be required to attend such additional training programs at Our discretion. You shall be responsible for all travel, living expenses and wages that You or Your employees incur during the training period. Fees may be charged for additional training done at Your request.

12. YOUR OPERATING REQUIREMENTS

12.1. *Location Opening*. You shall open Your Franchised Business to the public no later than the date(s) provided in Attachment A to this Agreement.

12.2. *Location Supervision*. Your Franchised Business shall be under Your direct, day to day supervision or under the supervision of a full-time manager: (a) whose identity has been disclosed to Us, (b) who completes Our training program to Our satisfaction, (c) who has sufficient Vehicle Rental Business experience to manage and operate Your Franchised Business, and (d) who devotes his or her full time to the management and operation of Your Franchised Business. The manager(s) who shall supervise Your Franchised Business is (are) named on Attachment C to this Agreement. You shall inform Us promptly in writing of any change of manager(s).

12.3. *Location Site*. You shall notify Us in writing of the proposed address of each of Your locations, and We shall inform You in writing of Our approval or disapproval of the site within thirty (30) days from Our receipt of Your notice. Our approval is not a warranty or guaranty as to the suitability or profitability of the site. You shall maintain each Location in clean and attractive condition, and You shall keep each Location open the hours and days specified in the Operations Guide. We have the right to require You to periodically refurbish Your Locations at Your expense to ensure that it meets Our then-current standards for trade dress, appearance, colors, logo style, and cleanliness.

12.4. *Vehicle Condition, Inventory and Classification*. You shall own, use or keep for use in Your Franchised Business at least the minimum number of Vehicles shown on Attachment D to this Agreement. You shall maintain all Vehicles used in the conduct of Your Franchised Business in safe, efficient, clean and presentable condition, in first class mechanical and running order, and in conformity with all applicable safety and operating laws, regulations, rules and standards as may be promulgated by governmental authorities or contained in the Operations Guide. Vehicles shall, at a minimum, be maintained in accordance with manufacturers' recommendations. You shall promptly respond to manufacturer's vehicle recalls and comply with the manufacturer's instructions related thereto, and promptly comply with Our procedures and instructions related to vehicle groundings. You shall offer for rental or lease only such Vehicles as comply with the standards prescribed in the Operations Guide from time to time, including standards regarding type, mileage, and model year of each Vehicle, and shall refrain from offering for rental or lease

any Vehicle not expressly approved or required by Us or in the manner and style or under any methods prohibited by Us. If no contrary standards are prescribed in the Operations Guide, You shall not keep any Vehicle in Your inventory of Vehicles for rental (a) later than twenty-four (24) months after first driven on public streets or roads; or (b) which have been driven more than forty thousand (40,000) miles. The classification of Vehicles used in Your Franchised Business (such as economy, compact, intermediate, standard, premium, luxury) shall be formulated by Us from time to time and listed in the Operations Guide, and You agree to adhere to such classifications.

12.5. *Customer Service and Image Standards*. You covenant and agree that You shall conduct business in conformity and compliance with the image, integrity, quality, cleanliness and product and service standards as described in the Operations Guide from time to time. You acknowledge and agree that strict adherence to the standards provides the basis for the goodwill associated with the Marks and the Franchised System. Your failure to comply with the standards referenced in this Section 12.5 will constitute a breach of this Agreement, for which We shall have the right to terminate according to Section 19.4 hereof.

12.6. *Operations Guide*. The Operations Guide is Our property and shall be immediately returned to Us whenever this Agreement expires or is terminated for any reason. We have the right to add to or modify the Operations Guide from time to time to change operating procedures, maintain the goodwill associated with the Marks and to meet competition. You shall comply with the terms of all additions and modifications to the Operations Guide. You shall keep the Operations Guide in current and up-to-date condition. If there is a dispute about the contents of the Operations Guide, the terms of the master copy at Our offices shall control. The entire contents of the Operations Guide, plus Our mandatory specifications, procedures and rules prescribed from time to time shall constitute provisions of this Agreement just as if they were written on these pages. You acknowledge that prior to executing this Agreement; You have reviewed the table of contents for the Operations Guide and understand the general requirements imposed by the Operations Guide. We can provide the Operations Guide in electronic or other format.

12.7. *Trade Secrets and Proprietary Information*. The contents of the Operations Guide and all of the operating procedures, standards and rules for Your Franchised Business are confidential trade secrets and proprietary information. You shall maintain, and You shall cause Your Owners, Affiliates, employees, representatives and agents to maintain, both during and after the term of this Agreement, the absolute confidentiality of the Operations Guide and all other confidential or proprietary information disclosed to You. Confidential or proprietary information includes the terms of this Franchise Agreement and any other agreements between You or Your Affiliates and Us or Our Affiliates as well as all information obtained by You relating to Franchisor or its Affiliates or the Franchised System that is not publicly available. You shall give this information to Your employees, representatives and agents only to the extent necessary for the operation of Your Franchised Business in accordance with this Franchise Agreement. You shall not, and You shall cause Your Owners, Affiliates, employees, representatives and agents to not, use this information in any other business or in any other way not authorized in advance by Us in writing. You hereby acknowledge that the Operations Guide and any other information We provide about the Franchise System has material commercial value for the operation of a Vehicle Rental Business or any other business that offers the sale, lease or other use of vehicles and cannot be readily obtained elsewhere. You shall advise Your Owners, Affiliates, employees, representatives and agents of the confidential nature of this information and the requirements for non-disclosure

thereof. Your Owners, managerial employees and agents shall execute a confidentiality agreement in a form and manner approved by Us.

You will be entrusted with trade secrets, which are protected under the Defend Trade Secrets Act. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to an attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

12.8. *Non-Disparagement*. The Marks and the System, and the goodwill associated thereto, are valuable and, in entering into this Agreement, You acknowledge and agree that, as a franchisee of the System through Your operation of Your Franchised Business, You will not at any time during the Term of this Agreement and for twelve months thereafter make, publish, or communicate to any person or entity or in any public forum, including on social media, any defamatory or disparaging remarks, comments, or statements concerning Us, Our Affiliates, or any Affiliate Branded Business.

12.9. *Procedures and Rules; Government Regulations*. You shall comply fully with all standards, operating procedures and rules that We prescribe from time to time, including, but not limited to, those included in the Operations Guide and the Identification Standards Manual. You shall secure and maintain in force all government-required licenses, permits and certificates. You shall operate Your Franchised Business in compliance with applicable Federal, state, and local laws and regulations. You shall promptly notify Us in writing if You are: (a) charged or convicted of, or plead guilty or no contest to, any felony; or (b) charged or convicted of, or plead guilty or no contest to, any criminal offense related to Your Franchised Business, other than minor traffic violations; or (c) convicted of, or plead guilty or no contest to, any crime or commit any act within or without Your Franchised Business that could tend to reflect poorly upon the goodwill of Our name or any of Our Marks or upon Your Franchised Business.

Without limitation of the foregoing, You and Your Owners agree to:

(a) comply with all applicable state and federal laws, requirements, regulations, statues, codes, rules, standards and guidelines, now in place or which may be put in place, relating to persons with disabilities, including but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12181, et. seq. (the "ADA") (collectively, the "**Disability Laws**"). We are a franchisor that does not own, control or operate Your Franchised Business or Your Locations. It is Your sole responsibility at Your sole expense to ensure that Your Franchised Business, Your Locations and Your businesses, operations, practices and procedures, are in full compliance with any and all Disability Laws. You agree that for purposes of liability and responsibility under the Disability Laws, You are in control of (i) any modifications undertaken to improve accessibility at Your Franchised Business or

Your Locations, (ii) any modification undertaken to improve accessibility as to Your businesses, operations, practices and procedures, and (iii) the construction design process for any new construction for Your Franchised Business or Your Locations or alterations to Your Franchised Business or Your Locations. You hereby certify that You designed, constructed or altered or will design, construct or alter Your Franchised Business or Your Locations in accordance with the Disability Laws.

In the event a third-party brings a legal proceeding arising out of any of the Disability Laws, You shall be solely responsible to defend against such action and to undertake, at Your sole expense, any necessary remediation, barrier removal or other activity necessary to make You, Your Franchised Business, Your Locations and Your businesses, operations, practices and procedures, in compliance with the Disability Laws. You shall be solely responsible at Your sole expense (i) to perform any actions necessary, including any actions ordered by any court to make Your Franchised Business and/or Your Locations in compliance with the Disability Laws and (ii) for the cost of any such legal proceeding, including the payment of any fines, damages, special damages, losses, costs, expenses, attorneys' fee, arbitrators' fees, mediator's fees, expert fees, litigation or other costs. In the event any Indemnitee (as defined at Section 25.2 below) is named as a party in any such legal proceeding, the indemnification obligations set forth in Section 25.2 below shall apply.

(b) comply with all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). You shall comply with Our standards and policies pertaining to privacy information as set forth in the Operations Guide or otherwise in writing by Us. If there is a conflict between Our standards and policies and the Privacy Laws, You shall: (a) comply with the requirements of the Privacy Laws; (b) immediately give Us written notice of such conflict; and (c) promptly and fully cooperate with Us and Our counsel in determining the most effective way, if any, to meet Our standards and policies pertaining to privacy information; and (iii) comply with and/or to assist Us to the fullest extent possible in Our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, You and Your Owners certify, represent and warrant that none of Your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that You and Your Owners are not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the USA Freedom Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by You, Your Owners, or Your employees or any "blocking" of Your assets under the Anti-Terrorism Laws shall constitute grounds for immediate termination of this Agreement and any other Agreement You have entered with Us or one of Our Affiliates, in accordance with the termination provisions of this Agreement.

(c) Comply with Our anti-bribery and anti-corruption compliance requirements and standards, and You shall:

(i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-money laundering and anti-corruption including but not limited to the Bribery Act 2010 of the United Kingdom, the Foreign Corrupt Practices Act 1977 of the United States of America, and local laws ("**Relevant Requirements**");

(ii) comply with Our brand partner standards of business conduct and any updates to this policy as We may issue from time to time ("**Relevant Policies**");

(iii) have and maintain in place throughout the Term Your own policies and procedures, including adequate training and due diligence to ensure compliance with the Relevant Requirements, the Relevant Policies and Section 12.9(c)(i), and will enforce them where appropriate;

(iv) promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Agreement;

(v) ensure that neither You nor any person or entity acting for or on behalf of You shall make any expenditure for any unlawful purposes in the performance of Your obligations under this Agreement and in connection with Your activities in relation thereto;

(vi) ensure that neither You nor any person or entity acting for or on behalf of You, shall make any offer, payment, request, or promise to pay, authorize the payment of any money, or offer, promise, request or authorize the giving of anything of value, to any Government Official, any Government Entity, any political party or official thereof, or any candidate for political office, or any other person or entity while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of:

a) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions, or

b) inducing such official party or official thereof, or candidate to use his or its influence with any governmental authority to effect or influence any act or decision of such governmental authority,

(vii) hereby represent and warrant to Us that You have conducted appropriate due diligence and that no Government Official or any candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of Your and Our Vehicle Rental Business, and that You have been in full compliance with all Relevant Requirements;

(viii) immediately notify Us in writing if a Government Officer becomes an officer or employee of You or acquires a direct or indirect interest in You, and You

warrant that you have no Government Officials as officers, employees or direct or indirect owners at the date of this Agreement; and

(ix) within one month of the Effective Date, and annually thereafter, certify to Us in writing signed by an officer of Your business, compliance with this Section 12.9(c) by You and all persons associated with it. You shall provide supporting evidence of compliance as We may reasonably request. For example, You will provide and respond to anti-bribery and anti-corruption questionnaires, background checks, and will submit to audits by Us, Our auditor and Our representatives, at your expense, to ensure compliance with the Relevant Requirements, Relevant Policies, and this Agreement.

For the purpose of this Section 12.9, the meaning of adequate procedures, Government Official, and whether a person is associated with another person shall be determined in accordance with the Relevant Requirements, Relevant Policies, and this Agreement. "Government Official" shall mean anyone, regardless of rank or title, who works for or on behalf of a Government Entity, or their close relatives. "Government Entity" shall mean any local, provincial, state or national government; wholly or partially government-owned or government-controlled business or company; public international organization; any department, agency, or instrumentality of any such government or organization; any political party or candidate; or any company, entity, or organization owned or controlled by, or acting in an official capacity on behalf of, any of the above. Examples include, but are not limited to: parliament, police, tax authorities, customs inspectors; state-owned utilities, universities and hospitals; the United Nations, Olympic Committee, International Red Cross, or World Bank.

In the event of differing requirements, the strictest requirements shall apply. For the purpose of this Section 12.9, a person associated with You includes but is not limited to any agent, delegate or subcontractor of Yours. Breach of this Section 12.9 by You shall be deemed a material breach of this Agreement. We reserve the right to terminate this Agreement if We reasonably suspect or believe that a breach of the Relevant Requirements has occurred.

12.10. *Signage, Fixtures and Furnishings*. You shall purchase and install, at such locations in such manner as We shall designate, such signs, fixtures, furnishings, kiosks, appliances and equipment as We may direct from time to time; and refrain from installing or permitting to be installed any signs, fixtures, furnishings, appliances or equipment not meeting Our standards and specifications. You agree to refurbish and upgrade the Locations as may be reasonably required by Us to maintain or improve the appearance of the Locations, to accommodate new or additional car or car-related requirements, and to conform to Our current standards and specifications as We may from time to time prescribe in the Operations Guide, Identification Standards Manual or otherwise in writing. You agree to display, at Your expense, the then current Marks on all signage, forms, uniforms, stationery and any other items that We designate for display of the Marks. In the event that We change the Marks, or trade dress, You shall have a reasonable period of time (as We may in our discretion from time to time prescribe in the Operations Guide, Identification Standards Manual or otherwise in writing) to make such modifications pursuant to this Section.

12.11. *Rental Agreement Forms*. You shall purchase from Our approved suppliers Our form of Rental Agreement that meets Our then current specifications. You shall use this form for all of

Your Franchised Businesses and no modifications, alterations or additions shall be made to the form without Our prior written consent.

12.12. *Assistance to Us and Other Franchisees*. You shall cooperate with and assist Us and other members of the Franchised System when our or their Vehicles need service or repair, when a replacement Vehicle is needed or when a Vehicle must be returned to its owner as prescribed in the Operations Guide.

12.13. *Referral of Customers*. If You are unable to rent or lease under the System any product or service desired by an actual or prospective customer (including as a result of vehicle or model availability, vehicle rental rate, vehicle pick-up location or other customer preference), (i) You shall use all reasonable efforts to refer that customer to another Franchised Business, or to a Car Sales Business, Vehicle Leasing Business, Car Self-Service/Sharing Business or Truck Rental Business operated under the Marks, which rents or leases the desired product or service, and (ii) We, in Our sole discretion, may refer that customer to another (x) Franchised Business, or to a Car Sales Business, Vehicle Leasing Business, or Car Self-Service/Sharing Business operated under the Marks, or (y) Affiliate Branded Business, or to a Car Sales Business, Vehicle Leasing Business, or Car Self-Service/Sharing Business of Ours, Our Affiliates or a franchisee of Ours or Our Affiliates operated under any mark used by Us or Our Affiliates other than the Marks.

12.14. *Trade Name and Service Marks*. You shall operate Your Franchised Business only using the Trade Names or under other Marks that We may authorize and specify from time to time. You shall not use the Marks as part of any legal entity name. Prior to applying or filing for any fictitious or "doing-business-as" name, You shall notify Franchisor and comply with any instructions of Franchisor relating thereto, including with respect to the addition of words before or after the Marks that reflect Your name, geographic location or other information. The Marks shall not be used in association with any business, product or service not specifically authorized by this Franchise Agreement.

12.15. *Domain Names*. You shall not register or assist others in registering the Marks or variations thereof, or any name or mark in which We have an interest, with any domain name registrar that has the authority or ability to allocate or assign Internet domain names on either the international, national, regional or local levels.

12.16. *Franchisee Identification*. You shall clearly identify Yourself by Your corporate, limited liability company or partnership trade name and as an independent franchisee of Franchisor in Your contracts and agreements of every kind, on and in all e-mail and other forms of electronic communication, in advertising, including yellow pages advertising, on Rental Agreements, checks and negotiable instruments, and all other forms and documents used in Your Franchised Business. You must hold Yourself out to the public as an independent contractor and each Location shall display a sign that identifies You as "an independent franchisee" of the Franchised System or similar language approved by Us in writing in advance. We may specify in writing the content, form and placement of the notice.

12.17. *Public Figures*. You shall not use a public figure to promote or advertise Your Franchised Business without Our prior written consent.

12.18. *Exclusive Dealing*. During the term of this Agreement, You shall deal exclusively with Us, Our Affiliates or a third party designated by Us to perform Our obligations hereunder (collectively and individually referred to as "**Delegates**"). You shall not, directly or indirectly, for Your own or others' benefit, alone, or in conjunction with any other person or entity: (1) own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all the assets of Your Franchised Business to, or have any interest in, whether financial or otherwise, any other Vehicle Rental Business, except under a franchise from Us or Our Affiliate; or (2) divert or attempt to divert any actual or prospective business or customer of the business franchised hereunder, or of any other Franchised Business, to any competitor, by direct or indirect inducement or otherwise. Any failure to comply with the requirements of this Section 12.18 will constitute an event of default under this Agreement, a violation of the terms of this Section 12.18, and would result in irreparable injury to Us for which no adequate remedy at law may be available. Accordingly, You consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 12.18, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. You agree to pay all court costs and reasonable attorneys' fees incurred by Us in the enforcement of this Section 12.18, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, these requirements. This Section 12.18 shall apply to any and all vehicle rental operations of You or Your Owners, unless franchised by Us or Our Affiliate separately from this Franchise Agreement, whether operated independently or in connection with other businesses in which You or Your Owners, are directly or indirectly interested as Owner, operator, manager or agent, in whole or part, except for passive investments of less than one percent (1%) of the outstanding equity interest in a publicly-traded company in the business of vehicle rental. Your Owners shall execute a non-compete agreement in a form and manner approved by Us.

12.19. *Approved Supplier*. We reserve the right to require You to purchase all vehicles, equipment, fixtures, furnishings, signs, décor items, parts, forms, supplies and other products, services and materials used in the operation of Your Franchised Business from an approved supplier as We may from time to time designate in the Operations Guide or otherwise in writing. We shall have the right to designate, at any time and for any reason, a single approved supplier and to require You to purchase exclusively from such approved supplier, which exclusive approved supplier may be Us or Our Affiliate. We and Our Affiliates may provide Your contact information to suppliers or other third parties. We and Our Affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealing with Us and other franchisees. We may use all amounts so received for any purpose We and Our Affiliates deem appropriate. If You desire to purchase items used in the operation of Your Franchised Business from suppliers other than those previously designated or approved by Us as the only approved suppliers, You shall first submit to Us a written request for authorization to purchase such items, together with such information and samples as We may reasonably require. We shall have the right to require periodically that Our representatives be permitted to inspect such items and/or supplier's facilities, and that samples from the proposed supplier, or of the proposed items, be delivered for evaluation and testing either to Us or to an independent testing facility designated by Us. Permission for such inspections shall be a condition of the initial and continued approval of such supplier. A charge not to exceed the costs of the evaluation and testing shall be paid by You. We shall, within ninety (90) days after Our receipt of such request and completion of such evaluation and testing (if required by Us), notify You in writing of Our approval or disapproval. We may

deny such approval for any reason, including Our determination to limit the number of approved suppliers. We may from time to time revoke Our approval of particular items or suppliers. Within thirty (30) days after receipt of notice of such revocation (or, for failure to meet health or safety standards, immediately upon receipt of notice), You shall cease to sell or use any disapproved item, and cease to purchase from any disapproved supplier.

12.20. *Computers and Data Transmission*. You are required, at Your expense, to purchase or lease, and thereafter use and maintain, such computer system hardware, software, required dedicated telephone and power lines, modems, printer(s), other computer-related accessories or peripheral equipment, and systems and devices to monitor vehicle telematics, geolocation, and/or other information (which you may be required to install in every Vehicle utilized in Your Franchised Business) that meet industry standards in compliance with applicable law and as We specify in the Operations Guide or otherwise in writing (collectively, the "**Computer System**"). Your Computer System shall have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including but not limited to the Internet), and using such protocols (*e.g.*, TCP/IP), as required by industry standards or which We may reasonably prescribe in the Operations Guide or otherwise in writing. We shall have the right from time to time, and at any time, to retrieve data and information from Your Computer System, by modem or other requested means, and use it for any reasonable business purpose both during and after the term of this Agreement. We may, from time to time, specify in the Operations Guide or otherwise in writing the information that You shall collect and maintain on the Computer System installed at Your Franchised Business (including rental transactions, Vehicles, reservations, customer profiles and other pertinent information relating thereto), and You shall provide to Us such reports as We may reasonably request from the data so collected and maintained. The information so obtained by Us shall be in addition to and not in lieu of the reporting requirements set forth in Section 14 hereof. In accordance with Section 12.19 above, We reserve the right to require You to acquire the Computer System (and each part of the Computer System) from an approved supplier as We may from time to time prescribe in the Operations Guide or otherwise in writing. We may designate Ourselves or an Affiliate as an approved supplier (and may be the sole approved supplier) for the Computer System (or any part of the Computer System). You shall keep the Computer System in good maintenance and repair and, at Your expense, shall promptly install such additions, changes, modifications, substitutions, and/or replacements to the Computer System, as We direct.

12.21. *Counter System*. The hardware and software that you use in connection with the counter operations for Your Franchised Business, including your "counter automation system" software is referred to in this Agreement as the "Approved Counter System." The Approved Counter System will support multiple offices and rental fleets, print rental agreements, handle multiple deposit and payment methods, and prepare numerous reports concerning the operation of Your Franchised Business, among other things. You must purchase and utilize a "counter automation system" for Your Franchised Business. Counter automation systems are software systems that maintain "ready to rent" information of cars in each category, provide a preferred customer database to facilitate reservation and rental processing, as well as rate and rental information. You must pay any fees or expenses associated with any third-party software agreement and comply with the terms of any such agreement. We use these systems to transmit reservation information to you in a format that we require and to collect and monitor closed rental agreement information from Your Franchised Business by electronic polling. The only approved counter automation software systems are

contained in the Operations Guide. We reserve the right to change the counter automation software systems, in which case you must, at your expense, purchase new software licenses.

12.22. *Use of Customer or Other Data.* You shall not use customer or other data (including in marketing programs) in a manner which violates the terms of this Agreement, any applicable law or any privacy, spamming or security policies that We establish from time to time in the Operations Guide or otherwise in writing. We reserve the right to introduce contact management policies from time to time. On termination of this Agreement, customer data shall be assigned to Us or Our Affilliates at Our direction where permitted. After the assignment such customer data must be deleted from Your records.

We shall have the right to obtain data regarding customer interactions ("**Customer Interaction Data**") from You via the point of sale system, Computer system, or through other manners such as devices or surveys, the specifications of which may be included in the Operations Guide or otherwise in writing by Us. Customer Interaction Data may include data relating to customer interactions such as, without limitation, transaction data, customer satisfaction data, incident reports, customer survey results, any of which may identify the Franchised Business and/or Your employee(s). You acknowledge that We may share Customer Interaction Data with our Affiliates and with other franchisees or licensees of Us or Our Affiliate(s).

You shall, in relation to personal data processed in connection with this Agreement ("**Franchise Data**") (a) process the Franchise Data in a manner consistent with Directive 95/46/EC of the European Parliament and the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as applicable, and in accordance with standards set forth in the Operations Guide, and/or any other applicable data protection legislation ("**Data Protection Requirements**"); (b) process the Franchise Data only so far as is necessary for the purpose of performing its obligations under this Agreement; (c) not disclose Franchise Data or allow access to it other than by employees or third parties engaged by You to perform the obligations imposed on the Franchisee by this agreement, and ensure that these employees or third parties are subject to written contractual obligations concerning the Franchise Data which are no less onerous than those imposed on the Franchisee by this Agreement; (d) assist Franchisor to comply with any obligations as are imposed on the Franchisor by the Data Protection Requirements; and (e) maintain technical and organizational security measures sufficient to comply with the information security requirements outlined in the "Franchisee Information Security Standards", as may be updated from time to time and the obligations imposed on the Franchisor by the Data Protection Requirements.

You shall ensure that Your hardware, software, business practices, and information security program are consistent with the PCI Standards and the requirements outlined in the "Franchisee Information Security Standards", if You have access to, process, store, or otherwise handle Cardholder Data. "**Cardholder Data**" means: (i) with respect to a payment card, the account holder's name, account number, service code, card validation code/value, PIN or PIN block, valid to and from dates and magnetic stripe data; and (ii) information relating to a payment card transaction that is identifiable with a specific account. "**PCI Standards**" means the security standards for the protection of payment card data with which the payment card companies require merchants to comply, including, but not limited to, the Payment Card Industry Data Security Standards currently in effect and as may be updated from time to time. You must maintain a

Payment Card Industry ("PCI") compliant security service subscription to protect the confidentiality of information gathered from guests' credit cards and other payment cards. You must contract with a PCI compliant vendor that complies with all applicable industry standards and regulations and you must use the security service subscription as required in the Operations Guide. If any audit or inspection conducted pursuant to this Agreement reveals a material technical issue, security problem, or other non-compliance with any applicable Data Protection Requirement(s) and/or the PCI Standards, You will pay Our costs for conducting such audit and/or inspection and will propose an appropriate written response, including a plan for the remediation of the problem, within the time reasonably requested by Us. Upon Our approval of such plan, You will remedy the problem according to the plan. We will not be responsible for any additional costs or fees related to such remedy.

You shall indemnify Us, Our Affiliates, and each of Our and Our Affiliate(s) respective current and former officers, directors and employees ("**Franchisor Indemnitees**") against all claims and proceedings and all liability, loss, costs and expenses incurred by Franchisor Indemnitees as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Your unauthorized processing, unlawful processing, destruction of and/or damage to any Franchise Data or Cardholder Data processed by You, Your employees, or Your agents. In this clause, personal data and processing shall have the same meanings as set out in the Data Protection Requirements or PCI standards, and process shall be construed accordingly.

12.23. *Data Security Breach.* You are responsible for any and all information security incidents involving customer data that is handled by You or your Computer Systems. Further, you shall indemnify and hold harmless Franchisor and its affiliates, officers, directors, employees, agents, and representatives from and against any all claims, demands, actions, suits, proceedings, damages, losses, liabilities, fines, penalties, judgments, settlements, costs and expenses (including attorneys' fees) related to any security incident from all claims, costs, related to any security incident. You shall notify Us (including both our franchise department, cert@hertz.com, and privacy@hertz.com) in writing immediately (and in any event within twenty-four (24) hours) whenever You reasonably believe that there has been an unauthorized acquisition, destruction, modification, use, or disclosure of, or access to, customer data or Computer Systems ("**Breach**"). After providing such notice, You will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to such Breach, document all information collected as part of the investigation of the Breach, and keep Us advised of the status of such Breach and all matters related thereto, and comply with all applicable laws. You further agree to provide, at Your sole cost, reasonable assistance and cooperation requested by Us and/or Our designated representatives, in the furtherance of any correction, remediation, or investigation of any such Breach and/or the mitigation of any damage, including any notification that is appropriate to send to individuals impacted or potentially impacted by the Breach, and/or the provision of any credit reporting service appropriate to provide to such individuals. Unless required by law, You shall not notify any individual or any third party other than law enforcement of any actual or potential Breach involving customer data provided to You by Us without first consulting with, and obtaining Our permission. In addition, within 30 days of identifying or being informed of a Breach, You shall develop and execute a plan that reduces the likelihood of a recurrence of such Breach. You agree that We may at Our discretion immediately suspend or terminate the transfer of customer data or connection to Our systems without penalty if a Breach occurs.

12.24. *Franchisee's Prices*. You agree to comply with all applicable laws relating to pricing as well as any and all policies We prescribe from time to time in the Operations Guide or otherwise in writing relating to permissible charges beyond time, mileage and usage charges which may be charged by You to the customer, and We may revoke or alter such permission at any time. You shall disclose all charges, whether relating to fuel, airport surcharges, airport concession fee recoveries, reimbursement fees, the age of the driver, additional drivers or any other additional charges which cannot reasonably be avoided by the customer, as well as any applicable taxes, and You shall also include a description of any geographical restrictions and mileage charges applicable to the rental. You agree not to use any rates or engage in any false or misleading advertising, pricing, invoicing or billing practices, which violate any applicable law, rule, ordinance, regulation or other valid governmental pronouncement or which are detrimental to Our image or which tend to mislead the public in any way. You further agree to file with Us in a manner and form as We direct prior to the commencement of operations a complete schedule of Your charges and rates and thereafter You agree to adopt, maintain and comply with all procedures necessary to give Us notice of any proposed changes thereto in accordance with the requirements contained in the Operations Guide. We may from time to time advertise suggested rental charges, and, to the extent allowed by applicable law, We may from time to time promote or prescribe types and levels (maximum or minimum) of rates which, in Our sole discretion, and business judgment, We determine best serve the competitive and other business interests of the System. You agree to maintain the types and levels (maximum or minimum) of such prescribed rates. In Our sole discretion, such rates may include or exclude a separate charge or charges for mileage, insurance, gasoline, oil, maintenance or any other item.

12.25. *Campaigns*. You shall subscribe to and fully and completely participate in any and all programs, campaigns or activities, regular or special, relating to advertising, sales promotion, marketing, reservations, centralized billing, direct billing, charge cards, credit cards, debit cards, cash deposit ID cards, any cards issued by Us or Our Affiliates, travel industry commissions or tour arrangements, or any other program, campaign or activity which We may from time to time engage in, conduct or prescribe, in Our sole discretion, for Our benefit and the benefit of Franchised System franchisees.

12.26. *Programs*. You shall subscribe to, fully and completely participate in, and comply with any and all operating programs, customer satisfaction programs, account programs, coupon programs, marketing and sales programs, experimental or test programs, and such other programs that We may from time to time prescribe in the Operations Guide or otherwise in writing, including, but not limited to any (i) one-way rental program, (ii) frequent renter, loyalty and/or rewards program(s), (iii) Corporate Rate Programs (as defined in and in accordance with and subject to Section 12.28 below); and (iv) any programs involving a Car Sales Business, Vehicle Leasing Business or Car Self-Service/Sharing Business in which we require you to participate as contemplated by Section 3.2, as all such programs and additional programs may be modified, replaced or instituted by Us from time to time and as may be specifically identified in Attachment A hereto (together with all programs, campaigns, and activities described in Section 12.25 above, the "**Programs**"). The Programs may include participation by Vehicle Rental Businesses owned, operated, franchised, or licensed by Our Affiliate(s) which are identified by trademarks, trade names, service marks, logos, emblems, and other indicia and origin different and distinct from the Proprietary Marks, including Vehicle Rental Businesses that may compete with Your Business. You agree to fully and completely participate in, support and service the Programs, and to incur

the expenses, if any, of doing so, in accordance with the relevant provisions of the Programs, as required by Us, regardless of whether all other System franchisees are also required to participate in, support and service the Programs. If all other System franchisees are also required to participate in, support and service a Program, then the expenses incurred by You will be on the same basis as other System franchisees. You understand and agree that You may be required to enter into participation or other agreements, which shall contain such terms and conditions as We shall determine to be appropriate, to evidence Your participation in such Programs.

12.27. *Rebates*. We and/or Our Affiliates may and are entitled to earn revenue from and to receive and retain for Our and/or their own credit, without accounting to or sharing with You, all payments, profits, rebates, discounts, bonuses, advantages, goods, commissions, incentives, or other allowances or benefits whether by way of cash, kind or credit (collectively, "**Rebates**") which We and/or Our Affiliates may earn or be provided by sources, manufacturers or suppliers whether or not on account of purchases made by Us or an Affiliate, for its own account or for the account of You, or whether or not related, directly or indirectly, to the sale or leasing of products or services to You or any other franchisees. You acknowledge that We and/or Our Affiliates owe no fiduciary, trust or other duty to You and are under no such duty to account or disclose to You for such Rebates, and may retain such Rebates entirely for Our and/or their own account.

12.28. *Corporate Rate Programs*. We and Our Affiliates may enter into contracts throughout the term of this Agreement with commercial entities, membership associations, governmental agencies and departments, and other groups and organizations under which the contracting party or others (e.g., customers of the contracting party) receive contracted rates, discounts or other benefits ("Corporate Rate Programs"); You agree to fully and completely participate in, comply with, and adhere to, all such contracted rates, discounts or other benefits as We may from time to time prescribe in the Operations Guide or otherwise in writing, except as may otherwise be required by applicable law. Further, You agree to comply with all of the terms and conditions of all Corporate Rate Programs as We may establish and modify them from time to time, including rebates and liability insurance coverages. You may not enter into any Corporate Rate Program or similar program other than those prescribed by Us except with Our written consent.

12.29. *Net Promoter Score*. You shall carry out and report to Us such customer satisfaction tracking techniques as We require and achieve a satisfactory Net Promoter Score, as set forth at Attachment B or as otherwise reasonably determined by Us from time to time, in comparison to the scores obtained by, as selected by Us: (1) Franchised Businesses operated by Us or Our Affiliates; and/or (2) Franchised Businesses operated by Our franchisees. For the purposes of this Agreement, "**Net Promoter Score**" or "**NPS**" shall mean the customer loyalty metric, designated by Us from time to time, which is designed to measure levels of customer satisfaction.

12.30. *Reservations*. You shall register each of Your Locations with the Reservations System and pay the then-current fee imposed by Us, and/or due under the Reservations System. Your use of the Reservations System is subject to the limitations described in Section 10 of this Agreement.

12.31. *Rental Qualifications*. All customers shall meet the rental qualifications mandated by Us except in states where Our restrictions are void by law.

12.32. *Participation in Travel Programs*. You shall fully and completely participate in and fully honor any and all of the terms of frequent flyer, frequent renter or other travel incentive programs which We may designate from time to time in the Operations Guide.

12.33. *Social Media*. You shall comply with the standards and procedures developed by Us for the Franchised System, in the manner directed by Us in the Operations Guide or otherwise, with regard to Your authorization to use, and use of, blogs, common social networks (such as Facebook), professional networks (such as Linked-In), live blogging tools (such as Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools (together, "Social Media") that in any way references the Marks or involves the Franchised System or Your Franchised Business. Without limiting the foregoing, Franchisor shall at all times have administrator rights over all Social Media used by You, and Franchisor may, at its option and without notice or limitation, assume administration and control over any such Social Media platforms relating to the Franchised Business.

12.34. *Security*. We may require You to post a deposit in the form of cash or a non-revocable letter of credit or other form of security acceptable to Us, to secure Your or any of Your Affiliates' obligations to Us and Our Affiliates, whether under this Agreement or otherwise. The initial amount of such security deposit, if required, will have been provided to you before you sign this Agreement. Thereafter, we may increase such amount from time to time, in Our sole discretion, based upon various relevant factors, such as a change in the revenues or the financial condition related to You, any guarantor or Your Franchised Business. For purposes of clarity, if such security is drawn upon to satisfy any obligation related to You or Your Affiliates as provided in the first sentence of this Section 12.34, You shall be obligated to reinstate the full amount of such security deposit within five (5) days and failure to do so will be deemed a material breach of this Agreement.

12.35. *Liquidated Damages for Non-Compliance*. The parties acknowledge and agree that quantifying losses arising from Your breach may be inherently difficult but such breach could impact Our reputation, as well as, Our intellectual property rights; and the parties further stipulate that the agreed upon sums are not penalties, but rather a reasonable measure of damages based on the parties' experience in the vehicle leasing and rental business and given the nature of the losses that may result from a breach. Consequently, in the event that You breach any provision of this Agreement, any material provision of the Operations Guide, or any other agreement between Us or our Affiliate and You or your Affiliate, You will be liable for liquidated damages and pay Us in the amount of one hundred dollars ($100) for each day that such non-compliance is in effect. If the violation is not corrected within ninety (90) days of Our notice, You will be liable for liquidated damages and pay Us the amount of Five Thousand Dollars ($5,000) in addition to any per diem non-compliance fee amounts that have been or shall be incurred. The foregoing liquidated damages shall be in addition to Our termination rights and any other remedies available to Us under this Agreement or applicable law.

13. OPERATING ASSISTANCE AND DELEGATION OF SERVICES

13.1. *Consultation*. We agree, upon Your reasonable request, to furnish guidance, make recommendations and generally to give You the benefit of Our knowledge and experience in establishing, managing and operating Franchised Businesses. To the extent that such request for

consultation exceeds that customarily provided by Us to franchisees in general, We may charge a reasonable fee.

13.2. *Location Directory*. We shall publish and keep up-to-date a directory of Our Locations on Our Web site. Each of Your Locations shall be listed in the directory provided You are not in default of this Agreement. We shall distribute this publication to selected travel agents, corporate travel managers and others who purchase vehicle rental services.

13.3. *Reservations System*. We or Our Affiliate currently maintain a Reservations System. Your use of the Reservations System is subject to the limitations described in Section 10 of this Agreement. If You are in breach of any of Your obligations under this Agreement or any other agreement with Us or Our Affiliates, Your access to the Reservations System may be discontinued.

13.4. *Operations Guide*. We shall make available for Your use during the term of this Agreement, one (1) copy of the Operations Guide, which we may issue in any format (paper or electronic) that we choose. We may supplement the Operations Guide by periodic operating bulletins and similar memoranda that contain mandatory and suggested procedures, specifications and rules that We prescribe and which, when issued, shall be considered to be incorporated into the Operations Guide, whether or not updated into the Operations Guide document that we provide you.

13.5. *Site Selection and Approval*. Although the primary responsibility for selecting a site for Your Franchised Business shall be Yours, We and Our Affiliate shall review Your selection and inform You of Our approval or disapproval prior to the opening of Your Franchised Business as set forth in Section 12.3. Our approval of Your selection is not a guaranty or warranty as to the suitability or profitability of the Location.

13.6. *Supplies*. We and Our Affiliate may but are not obligated to make available to You, materials, forms, supplies and signs bearing Our Marks for use in Your Franchised Business. All such materials, forms, supplies and signs bearing the Marks shall be purchased from Us or from Our approved supplier.

13.7. *Web site*. We shall, as We may deem appropriate, include on Our Web site such information with respect to rates, equipment and conditions under which vehicles may be rented from System franchisee.

13.8. *Stolen Vehicles*. We shall assist You, to the extent practical, in locating stolen or converted vehicles, and shall cooperate with You in effectuating an economical and advantageous disposition or return of such vehicles.

13.9. *Purchase Programs*. We shall, at Our sole discretion, make available to You, upon such price, terms and conditions as We may determine, and to the extent permitted by law, such facilities as We may from time to time develop for Your Franchised Business, including for the purchase by You of vehicles through manufacturer purchase programs, and for the purchase of various materials such as lubricating oils and greases, tires, parts and accessories, antifreeze and other automotive products.

13.10. *Delegation and Combined Performance of Obligations*. We shall have the right to delegate Our performance of any obligation hereunder (including the provision of any service and the operation of any program) to an Affiliate or Our Delegate. You agree and acknowledge that We may, or such Delegate may, simultaneously perform the same, similar or different service for or on behalf of Our or such Delegate's company-owned, company-operated or franchised businesses or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with Your Franchised Business and the Franchised System and which may be located in the Franchised Territory. We and Our Delegates shall have the right to perform any such obligations on a combined basis (including utilizing the same or shared facilities, equipment, software and personnel) or in conjunction with the performance of the same, similar or different services for or on behalf of Our or such Delegate's company-owned, company-operated or franchised businesses or for or on behalf of businesses owned or operated by third parties, which businesses may be competitive with Your Franchised Business and the Franchised System and which may be located in the Franchised Territory. We shall have the right, in Our sole discretion, to allocate costs, personnel and other resources among any combined programs.

13.11. *Customer Service Program*. We shall have the right to develop, from time to time, a Program for customer service including, but not limited to a customer dispute resolution program. Under any such customer service Program(s), We shall have the right to resolve disputes between You and customers of the System who have rented from You at Our discretion and shall have the right to charge You up to the amount of the total rental charged to the customer by You plus a handling fee as may be prescribed in the Operations Guide from time to time. Notwithstanding anything to the contrary contained in this Agreement, We shall have the right to offer to franchisees discounts and incentives and impose additional charges on products and services supplied by Us based on the level of performance or participation in (to the extent participation in such Program is optional) any customer service Program developed by Us.

14. RECORDS AND FINANCIAL REPORTS

14.1. *Forms and Records*. You are required to use in Your Franchised Business the forms and records specified in the Operations Guide. You must maintain and make accessible to Us and Our Affiliate for Our and Our Affiliate's review all forms and records of the transactions conducted by Your Franchised Business for a minimum period of six (6) years from the date of each such transaction.

14.2. *Financial Reports*. You shall send to Us and/or Our Affiliates quarterly or more frequently if We request, statements in a form satisfactory to Us that show the true financial condition and results of operations of You and of Your Franchised Business. We may require that you maintain financial information in a shared online system which we may access. Quarterly financial reports attested to and certified by You, are due within forty-five (45) days after the end of each of Your fiscal quarters during the term of this Agreement. We may require that the statements be audited annually at Your expense.

14.3. *Monthly Operating Reports*. You shall send Us or Our Affiliates, on forms or in formats specified by or deemed acceptable to Us, daily (or on such other frequency as we may specify) operating reports of facts and events in Your Franchised Business, such as the number of Vehicles

held and available for rental, number of closed Rental Agreements, the amount of Your Gross Receipts and other information descriptive of Your Franchised Business.

14.4. *Annual Business Plan.* You shall send Us, one hundred and fifty (150) days prior to the beginning of each calendar year a Business Plan for Your Vehicle Rental Business.

14.5. *Electronic Data Access*. You shall provide Us or Our Affiliate access to retrieve electronic data recorded in Your Computer System on a 24-hour, seven days a week basis. Such data will include, but will not be limited to, files that contain information pertaining to rental transactions, Vehicles, reservations, customer profiles and data files that are part of Your general ledger.

14.6. *Disclosure to Third Parties*. You agree that during the term of this Agreement and upon termination or expiration of this Agreement, We may disclose to third parties Your credit history, business experience and other matters relating to Your operation of Your Franchised Business or Your status under this Agreement or any other agreement with Us or Our Affiliates. You agree to hold Us and any third parties harmless for the disclosure or use of such information.

14.7. *Management*. You shall report to Us the names and addresses of all of Your officers, directors and managers and report to Us immediately the changes in any such positions, including organizational documents executed to effect or approve such change.

14.8. *Financial Condition*. You recognize that Your ability to operate Your Franchised Business successfully on a day-to-day basis and to effectively perform Your other obligations under this Agreement depends to a great extent upon Your financial condition, including Your maintaining sufficient vehicle financing capacity as well as net working capital, liquidity and net worth and employing the same in Your Franchised Business. You shall at all times maintain and employ such amount and allocation of vehicle financing, net working capital, liquidity and net worth as will enable You to fulfill all of Your responsibilities under this Agreement, as we may determine necessary in Our discretion.

15. AUDIT AND INSPECTION

15.1. *Right to Audit*. We have the right at any time during reasonable business hours and without prior notice, during the Term and for six (6) years thereafter, to inspect Your Franchised Business, audit Your business methods, business records and computer systems and to take a physical inventory of Your rental fleet and other assets. You shall make space available to Us and Our Affiliate at Your Franchised Business to conduct such inspections and audits. If these inspections are made necessary by Your failure to comply with this Agreement or any other agreement with Us or Our Affiliates or if You deny Us access to Your Franchised Business or otherwise take action that results in the audit not proceeding satisfactorily, We have the right to charge You for the costs of making inspections, including charges for Our employees' or agents' travel expenses, room, board and compensation, and costs of enforcement of these provisions. The foregoing remedies shall be in addition to any other remedies We may have.

You will provide Us, or Our authorized representative, with full access to Your Franchised Business and will provide all assistance necessary for Us to conduct such audit. We are also entitled to inspect, take copies of, and audit Your books of account and all supporting documentation relating to the Your Franchised Business including records of Vehicles owned,

rented, leased, operated, or kept for use in Your Franchised Business and the revenues therefrom for the entire period in which you operated a Franchised Business whether under this Agreement or otherwise..

Such inspection or audit shall be during reasonable business hours and within thirty (30) days of Our request for an audit; provided, however, that if We, in Our sole discretion, deem that a security breach with respect to data has or might have occurred, We may schedule such audit within one (1) day of providing notice. You will provide promptly and fully to Us and/or auditor and/or Our authorized representative all access (including to people), facilities and information requested by Us, Our auditor or authorized representative.

Without limiting Our rights under this Agreement in connection with a default, You will provide Franchisor a written report outlining the corrective actions that You have implemented or propose to implement with the schedule and current status of each corrective action, within thirty (30) days of receipt of any audit report, and shall implement all corrective actions within ninety (90) days of Your receipt of the audit report, or in either case shorter period of time as may be specified by Us in our sole discretion. You shall update such report to Us as necessary every thirty (30) days reporting the status of all corrective actions through the date of implementation.

15.2. *Resolution of Discrepancies*. If the audit (or any other periodic inspection not being a full audit) shows that Your accounting as to the calculation of the payments due under this Agreement, and/or any other financial matter is incorrect as a result of misreporting by You either with respect to the number of Vehicles owned, rented, leased, operated or kept for use in Your Franchised Business, You shall promptly rectify the defect in the amount accounted for and/or the accounting system defect as the case may be, including all interest owed under Section 5.4 of this Agreement. If the audit reveals that You have failed to comply with any provision of this Agreement or any other agreement between You or Your Affiliate and Us or Our Affiliate, or if the sums due to Us are found to be insufficient by a figure equivalent to two percent (2%) or more of the sum due, or if You deny Us access to the books and records of You and/or Your Business or otherwise take action that results in the examination or audit not proceeding satisfactorily, We shall have the right to charge You for all of Our costs of conducting the audit, including Our employees' or agents' travel expenses, room, board and compensation and costs of enforcement of these provisions, and reasonable accounting and legal fees. The foregoing remedies shall be in addition to any other remedies We may have. If an audit reveals an overpayment by You to Us, We shall refund the overpayment, *provided, however,* that such refund shall only apply to 180 days' worth of any overpayment. It is Your responsibility to carefully calculate all payments and audit your internal payment processes to avoid such overpayments. At Our option, We may apply the overage to any outstanding amounts owed by You or Your Affiliate to Us or Our Affiliate.

16. INSURANCE

16.1. *Automobile Liability Insurance*. You shall have in force at all times such policies of automobile liability insurance as are prescribed from time to time in Our Operations Guide, including but not limited to automobile liability insurance covering death of or injury to third parties and damage to property of third parties. Unless different provisions are contained in the Operations Guide, minimum automobile liability coverage shall:

(a) be in force for all owned, hired and non-owned vehicles used in Your Franchised Business;

(b) provide coverage of One Million Dollars ($1,000,000) combined single limits per occurrence for You, Us, Our Affiliates, franchisees of Our Affiliates, and all other Franchised System franchisees;

(c) provide coverage for certain corporate account renters with whom Franchisor has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts; and

(d) provide minimum statutory limits coverage, as prescribed by the laws of Your state for all other rental customers.

Insurance policies must provide coverage for all renters, their employees, employers and immediate family, if any, authorized by the renter to use the rented Vehicle, even though We may restrict by the terms and conditions of the Rental Agreement the extent to which and the persons to whom such coverage shall apply. Policies shall also provide for uninsured/underinsured motorist coverage and personal injury protection only as required by the laws of the state in which the Vehicle was rented or as required for certain corporate account renters with whom Franchisor has corporate or special account agreements in accordance with the terms of the Master Agreements for those corporate or special accounts.

16.2. *Automobile Comprehensive and Collision Insurance*. You may be required to carry comprehensive and collision insurance, if We so require in the Operations Guide or otherwise in writing. You may be required to carry such insurance as a condition to Your purchase or lease of Vehicles from Us or Our Affiliates.

16.3. *Other Liability Insurance*. You shall obtain and keep in full force and effect at all times during the term of this Agreement policies of insurance applicable to all Your Franchised Businesses which cover public liability (including comprehensive general liability, garage liability and garage keepers legal liability). Such insurance shall include an endorsement protecting You and Us, and Your and Our Affiliates, shareholders, officers, directors, partners and employees, and other franchisees of Ours and Our Affiliates from any claims, loss, liability, personal injury, death, property damage, loss of business income or expense whatsoever arising from their handling of Your business or equipment in the course of activities related to Your Franchised Business or Franchised System. The policies shall include at a minimum (except as additional coverages, higher policy limits and other provisions may from time to time be prescribed in the Operations Guide):

(a) Commercial general liability insurance (occurrence type, which shall include personal injury and advertising liability insurance) with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence; and automobile and truck liability coverage for all owned, non-owned, and hired vehicles, covering bodily injury, including death, and property damage with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence. The aforesaid insurance shall be primary and non-contributory.

(b) Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state in which Your Franchised Business is located or operated. Employer's Liability insurance shall have limits of not less than five hundred thousand dollars ($500,000).

(c) Umbrella liability insurance with a combined single limit of not less than four million dollars ($4,000,000) per occurrence in excess of the underlying liability insurance requirements set forth in Section 16.3(a) and (b) above.

(d) Commercial property insurance for all real and personal property owned by You and used in Your business, including business interruption insurance.

(e) Data privacy and security insurance covering negligent acts and omissions in connection with Your Franchised Business, in such amounts as we may prescribe in the Operations Guide.

(f) Garage liability and garage keepers legal liability insurance.

At Our request, all the foregoing provisions of Section 16.3 shall also be written for the benefit of Our Affiliates.

16.4. *General Insurance Provisions*. The insurance coverage required under Sections 16.1, 16.2, and 16.3 above shall:

(a) name Us as a loss payee on the commercial property policy and as an additional insured on the liability policies with respect to liability arising out of Your operations under this Agreement. Additional insureds should include Hertz Global Holdings and its Affiliates, and its and their employees, officers and directors thereof, licensees of franchisees, subfranchisees or its Affiliates, are additional insureds in regard to General Liability, Automobile Liability, and Umbrella coverages on a primary and non-contributory basis;

(b) waive subrogation against Us and all other Franchised System franchisees regardless of any insurance that may be procured by Us or any other franchisee and regardless of the effect of any co-insurance provisions and deductibles. The waiver of subrogation should be on all policies in favor of Hertz Global Holdings and its Affiliates, and its and their employees, officers and directors thereof, licensees of franchisees, subfranchisees or its Affiliates;

(c) provide that it shall be considered primary and non-contributory and that any insurance that may be procured by Us, by other Franchised System franchisees, or by any customer, shall be considered excess, except as may from time to time be prescribed by the Operations Guide;

(d) not in any way, either by policy or by separate agreement impose customer qualifications or eligibility standards for determining eligibility of a customer to rent a Vehicle. Such rental qualifications shall be as prescribed from time to time in the Operations Guide; and

(e) be obtained from a casualty insurance carrier which meets the minimum standards set forth in the Operations Guide and be in a form satisfactory to Us in accordance with the standards and specifications set forth herein, or in the Operations Guide, and in the Operations Guide.

Franchisee further agrees to keep on file with Us at all times during the term of this Agreement current certificates and, upon issuance, policies evidencing the insurance coverages required to be obtained by this Agreement. These certificates and policies shall provide that no cancellation or modification of the policies evidenced thereby may be made without at least thirty (30) days prior written notice to Us, unless the termination is for nonpayment, in which case the minimum notice to Us shall be ten (10) days. You must also provide such notice to Us of any termination or alteration of insurance required by this Agreement.

Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Us, nor shall Your performance of that obligation relieve You of liability under the indemnity provisions set forth in Section 25.2 hereof.

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees in writing, We shall have the right and authority (without, however, any obligation to do so) to (1) procure such insurance and to charge same to You, which charges, together with a reasonable fee for Our expenses in so acting, shall be payable by You immediately upon notice, or (2) terminate this Agreement as provided in Section 19.4(s) hereof.

You waive any claims for loss against Us to the extent You receive insurance proceeds with respect to your loss.

17. REAL ESTATE

17.1. *Leases with Franchisor*. If You operate Your Franchised Business from a site leased from Us or one of Our Affiliates, Your lease may be terminated at Our option upon termination of this Franchise Agreement, whether or not such termination clause appears in Your lease. Termination shall not discharge any rent or other charges owed under Your lease as of the time of termination, nor excuse rent for the unexpired term if We do not place a Franchised Business at such site following termination. If You are in default of Your lease and fail to cure the default within the time allowed in the lease, You are in default of this Franchise Agreement.

17.2. *Airport Concession Agreements*

(a) If the concession or right to operate a rental car business in connection with any airport within the Franchised Territory becomes available by bid, a request for proposal or otherwise by the governing body or authority for such airport, or if such concession or rights comes up for renewal or extension, You shall give Us and/or Our Affiliates the first right, without any obligation, to become the concessionaire or lessee of the applicable operating space. If We so elect, We shall sublet the concession and the leased premises to You, subject to the terms and conditions of this Agreement.

(b) If We permit You to become the airport concessionaire and/or lessee, in lieu of Us doing so directly under (a) above, You shall:

(i) make every reasonable effort to obtain and maintain the Airport Agreements required to operate Your Franchised Business at the airport;

(ii) provide Us or Our Affiliate with a copy of the bid package and bid or request for proposal for any Airport Agreement upon the earlier of its completion or ten (10) days prior to its submission and We may approve or disapprove the bid and/or proposal; and

(iii) bid or submit a proposal according to rules of the airport authority or other applicable entity.

(c) if You fail to comply with (b) above, We shall have the right to:

(i) submit a bid or proposal on Our and/or Our Affiliate's behalf for the Airport Agreements under which You shall be obligated to perform;

(ii) sever the airport location from Your Franchised Territory and establish Our own operation at such site; or

(iii) terminate this Agreement.

(d) At Our option, the Airport Agreements shall be approved by Us prior to Your execution of the Airport Agreements. In all cases, the Airport Agreements or any renewals or extensions thereof shall provide that Franchisor and/or its Affiliate is allowed to succeed to Your status under the Airport Agreements in the event You fail to cure a default or are terminated under the Airport Agreements, or You fail to cure a default or are terminated under this Agreement.

(e) You shall satisfy all of Your obligations under all Airport Agreements.

(f) You shall notify Us whenever any Airport Agreement is opened to bid or proposal and You shall provide Us with copies of all notices related to the bidding or proposal process.

(g) You shall provide Us with copies of all executed Airport Agreements within thirty (30) days of Your receipt of such Airport Agreements.

(h) If during the term of this Agreement, a material Airport Agreement comes up for renewal for a term extending beyond the term of this Agreement, upon your request, We will consider in good faith replacing this Agreement with our then-current form of franchise agreement for an initial term corresponding to the proposed term of such Airport Agreement; provided that all of the conditions for renewal described in Section 7 of this Agreement are satisfied.

18. TRADEMARKS

18.1. *Ownership and Usage*. You acknowledge that as between You and Us We have a right to use the Trade Names, all designs used with or near the foregoing and all other Marks that We license to You in this Agreement. Your right to use these Trade Names and Marks arises solely from this Agreement and You may only use the Trade Names and Marks according to the rules that We prescribe from time to time. You shall not use the Trade Names and Marks as part of any corporate name, domain name or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols other than logos which We have licensed. You shall not use the Trade Names and Marks to offer or advertise any services not authorized by Us in writing (such as the retail sale of new and/or used Vehicles or the repair and maintenance of Vehicles for others), or in any other way not specifically provided in this Agreement, unless We have given You prior written permission to do so. If We deem it advisable to modify or discontinue use of any Marks, You shall do so at Your expense within a reasonable period of time after notice. You represent, warrant, and agree that You shall not contest at any time during or after the Term of this Franchise Agreement, in any manner, the validity of Our or Our Affiliate's exclusive ownership of and rights to or in any of the Marks or Our or Our Affiliate's right to any copyright, patent, trade secret or other element of the Franchised System, including any Internet designation or domain name, whether now existing or hereafter created or obtained.

18.2. *Infringement*. You shall notify Us immediately in writing if You become aware of any infringement of, or challenge to, Our rights to the Marks. However, You shall not be deemed to be Our agent for the purpose of Our receipt of notice of infringement of the Marks. You shall not communicate on this subject directly or indirectly with anyone other than Us or Our attorneys. We have the sole right to take whatever action We deem appropriate and We have the exclusive right to control any litigation or other proceeding concerning the Marks. You shall execute all instruments and documents, render assistance and do all things that in Our opinion or the opinion of Our attorneys are necessary and advisable to protect and maintain Our interests in the Marks.

18.3. *Protection of Marks*. We shall take such action as We deem appropriate to preserve Our rights to and interest in the Marks as they are from time to time in use and Our right to license the Marks to others, and shall take such action as it deems appropriate to protect and defend Our right to and interest in the Marks against infringement, confusion, tarnishment, dilution or other diminution or loss. We shall have full discretion to elect the specific measures, if any, to be taken pursuant to Our obligations under this Section 18.3 of this Franchise Agreement and shall be obligated to take only such action as We reasonably may determine to be necessary and appropriate.

19. TERMINATION

19.1. *Termination by You*. You may terminate this Agreement and your franchise rights, entirely or with respect to any Sub-Territory, with or without cause, at any time upon giving not less than one hundred eighty (180) days' written notice to Us. Upon notice of termination by You, this Agreement and the franchise rights it grants to You may not be transferred pursuant to Section 20.2 herein. You agree to continue to operate Your Franchised Business during this notice period, comply with all the terms of this Franchise Agreement, and pay all fees and charges during the notice period. Upon notice of termination, We may attempt to re-franchise Your terminated

Franchised Territory, but We are under no obligation to do so and, if we do so, you will derive no benefit therefrom. If You partially terminate Your Franchised Territory, our refranchising of the terminated Franchised Territory may impact your remaining Franchised Territory. You agree that if You terminate this Agreement or any Sub-Territory pursuant to this Section 19.1, or otherwise, You shall pay to Us, in addition to any amounts due under Section 19.6(a), as liquidated damages for the future franchise fees We will lose pursuant to Section 5.1, an "**Early Termination Fee**" calculated as the total of the minimum amount per year set forth in Attachment A of this Agreement (or, if no minimum amount is specified, the average annual franchise fee paid by You to date during the Term) for the number of years remaining on the term of this Agreement as of the date of termination (adjusted in each case on a pro rata basis for partial years and for partial terminations if applicable). You shall pay the Early Termination Fee with Your notice of termination. The Early Termination Fee is intended to compensate Us only for the value lost in future franchise fees pursuant to Section 5.1 as a result of the early termination of this Agreement, and You agree that You remain liable for all other obligations under this Agreement, including the obligations set forth in Section 19.6 of this Agreement and liabilities arising out of Your breach or default.

19.2. *Termination by Us*. We may terminate this Agreement and your franchise rights, entirely or with respect to any Sub-Territory to which a breach relates, at any time during the initial five (5) year period or any Renewal Period of this Agreement for any breach by You of this Agreement or by You, Your Owners or Your Affiliates of any other agreement between You, Your Owners or Your Affiliates and Us or Our Affiliates, for cause, which includes, but is not limited to, the specific defaults listed in Sections 19.3 and 19.4 below, effective immediately upon expiration of the cure period unless such breach is cured within the cure period prescribed or if no cure period is prescribed, effective immediately upon receipt of the notice. We will hold You solely liable and responsible for any breach of this Agreement or failure to follow our System by any of Your employees. In order to terminate this Agreement pursuant to this Section 19.2, We shall notify You in writing of one or more breaches of this Agreement or any other agreement between You, Your Owners or Your Affiliates and Us or Our Affiliates. The failure by You to strictly comply with any provision of this Agreement or the Operations Guide or by You, Your Owners or Your Affiliates to strictly comply with any provisions of any other agreement between You, Your Owners or Your Affiliates and Us or Our Affiliates is a breach of this Agreement. The written notice shall specify the time period within which such breach must be cured, if applicable.

19.3. *Grounds for Termination of this Agreement in its Entirety Without Notice*. This Agreement shall terminate automatically and without notice to You if:

(a) You are adjudged bankrupt, become insolvent, are dissolved, make an assignment for the benefit of creditors, are unable to pay debts as they come due or a petition under any bankruptcy law is filed against You ("**Insolvency Proceeding**"). You agree that this Agreement involves the license of trademarks, that the identity of the franchise is crucially important to the Us under federal trademark law, and that therefore that section 365(e)(1) of the United States Bankruptcy Code does not apply to this Agreement and that this Agreement may not be assigned without Our consent, in Our sole discretion;

(b) You attempt during the term of this Agreement to make arrangements for or to effect (i) a Transfer without complying with the transfer provisions of this Agreement, or (ii) a

transaction comparable to a Transfer that will take place after termination or expiration and is in violation of Section 24.1(b) of this Agreement; or

(c) Upon the death, disability or dissolution of You or an Owner, as more particularly set forth in Section 23 of this Agreement.

19.4. *Grounds for Termination of this Agreement in its Entirety or as to any Sub-Territory With Notice*. This Agreement shall terminate with respect to all Franchised Territory or (in Our discretion) as to any Sub-Territory We deem (in Our discretion) affected by the breach upon delivery of such notice to You, if:

(a) You discontinue the active conduct of Your Franchised Business for more than five (5) consecutive days, unless performance is rendered impossible by fire, flood, earthquake or other natural disaster, governmental acts, orders or restrictions or any other reason where failure to perform is beyond Your control and not caused by Your negligence;

(b) You or any Owner makes any material misrepresentation or omission of a material fact in the information furnished by You to Us in connection with Our decision to enter into this Agreement with You, on the franchise application for this Agreement or in any agreement between You or Your Affiliates and Us or Our Affiliates;

(c) You fail to begin operating Your Franchised Business at one (1) or more Locations within the time periods designated and at the sites specified in Attachment A to this Agreement, or after beginning operations fail to continue operating at any such Location without Our consent;

(d) You submit any report to Us which understates Your Gross Receipts by more than three percent (3%);

(e) You fail to complete Our initial training program as set forth in Section 11.1 or the remedial training as set forth in Section 11.2 to Our satisfaction;

(f) You fail to comply with the procedures for acquiring an Airport Rental Location as set forth in Section 17.2 of this Agreement;

(g) You or any Owner are: (i) convicted of, or plead guilty or no contest to, any felony; (ii) convicted of, or plead guilty or no contest to, any criminal offense related to Your Franchised Business, other than minor traffic violations; or, (iii) convicted of, or plead guilty or no contest to, any crime or violate Anti-Terrorism laws or commit any act within or without Your Franchised Business that, in Our sole opinion, could tend to reflect poorly upon the goodwill of Our name or any of Our Marks or upon Your Franchised Business;

(h) You engage in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice;

(i) You engage in any conduct or practice that is a fraud upon or an intentional deception of Us or Our Affiliate.

(j) You violate the exclusive dealing covenant found in Section 12.18 of this Agreement;

(k) You or any Owner attempts to revoke any guarantee to Us or Our Affiliates;

(l) a payment default occurs under any guaranty of this Agreement or any other existing or future agreement by You, Your Owners or Your Affiliates with Us or Our Affiliates;

(m) You fail to comply with any obligation contained in Section 24 herein;

(n) You fail on three (3) or more separate occasions, during any twelve (12) month period, to comply with provisions of this Agreement, including Your obligation to pay when due the franchise fees, reservations fees or other payments owing to Us or Our Affiliates or other franchisees of Ours or Our Affiliates, even though the defaults were cured after notice to You;

(o) You place advertising using the Marks not in compliance with Our Operations Guide and without Our prior written approval on three (3) or more separate occasions;

(p) Your vehicle financing capacity, liquidity and/or net worth materially decrease to the extent that We deem (in Our discretion) there to be an adverse impact on your continued financial stability or operations; or

(q) You fail to maintain in Your Franchised Business, as set forth on Attachment D to this Agreement: (i) the minimum number of vehicles required for each calendar month during the term of this Agreement; or (ii) the minimum average number of Vehicles for either six (6) consecutive months or nine (9) months out of any twelve (12) consecutive months.

We have the further right to terminate this Agreement with respect to all Franchised Territory or (in Our discretion) as to any Sub-Territory We deem (in Our discretion) affected by the breach effective upon expiration of the cure period if:

(r) You fail to pay Us or Our Affiliate any monies due under this or any other agreement with Us or Our Affiliates within thirty (30) days after delivery of notice to You;

(s) You fail to procure and maintain the required insurance coverage and You do not correct this failure within ten (10) days after delivery of notice to You;

(t) You fail to comply with Section 12.23 of this Agreement regarding Your pricing and You do not correct this failure within thirty (30) days after delivery of notice to You;

(u) You use any of the Marks in a manner not permitted by this Agreement and You do not correct this un-permitted use within thirty (30) days after delivery of notice to You;

(v) You fail to comply with any other provision of this Agreement, any other agreement with Us or Our Affiliates, or any provision of an airport concession or lease agreement, and You do not correct this failure within thirty (30) days after delivery of notice to You; or

(w) You fail to furnish Us access to conduct the inspections and examinations contemplated by Section 15.1, and You do not correct such failure within three (3) days after notice to You.

The description of the default in any notice provided by Us to You shall not preclude Us from specifying additional or supplemental defaults in any action, hearing or suit relating to this Agreement or the termination thereof.

19.5. *Rights to Cure*. Any cure by You of a default under Section 19.4(r) through 19.4(w) of this Agreement or any other agreements with Us or Our Affiliates will not be recognized by Us unless and until all Your defaults under this Agreement or such other agreements have been cured. In addition to all other remedies described in this Agreement, if You default in the performance of any of Your obligations or breach any term or condition of this Agreement or any related agreement involving third parties, We may, at Our election, immediately or at any time thereafter, without waiving any claim for breach of this Agreement and without notice to You, cure such default for Your account and all costs or expenses incurred by Us including attorney's fees must be paid by You to Us on demand.

19.6. *Obligations After Termination or Expiration*. Upon termination or expiration of this Agreement, You shall:

(a) immediately pay all franchise fees, reservations fees, interest, late fees and other charges to Us or to Our Affiliates or franchisees of Us of Our Affiliates; this shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Us as a result of any default by You (including amounts incurred by Us in connection with obtaining any remedy available to Us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Section 19.6). Until paid in full, this obligation shall give rise to and remain a lien in Our favor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by You and on the premises of Your Franchised Business at the time of default;

(b) return all copies of the Operations Guide;

(c) cancel all assumed name registrations or other registrations relating to the use of, or including, the Marks;

(d) return to Us or destroy, according to Our direction, all literature, signs, unused Rental Agreements or other forms used in Your Franchised Business, promotional material and any other material identifying You with the Franchised System or containing the Marks and certify in writing the destruction of such materials;

(e) removal of all signs, including directional signs, and detailing and trade dress displaying the Franchised System name, logo, or symbol that implies a connection to the Franchised System, from all buildings and vehicles;

(f) stop all use of the Marks or any colorable imitation of them in any business;

(g) continue to comply with the covenant not to compete found in Section 24 below;

(h) execute all documents necessary to effect the transfer of all telephone numbers and directory listings with which any of the Marks are associated and notify Your telephone company and all listing agencies of the termination of Your right to use any telephone numbers, listings and yellow pages advertising relating to Your Franchised Business. We have the sole right and interest in all telephone numbers and directory listings with which any of the Marks are associated. If You do not transfer these numbers and listings, the telephone company and all listing agencies may accept this Agreement, Your acknowledgment in Section 9.1, Attachment E and Our direction as evidence of Our exclusive rights to the telephone numbers and directory listings and of Our authority to direct their transfer;

(i) immediately cease identifying You or Your Franchised Business as a Franchised Business or as formerly associated with the Franchised System;

(j) execute, at Our request, all documents necessary to assign to Franchisor or its designees the leasehold interests in real property at which Your Franchised Business is operated and all airport concession agreements covering airports or other sites at which Your Franchised Business is operated;

(k) notify lessors of real estate and airport entities/representatives that this Agreement has been terminated and that Franchisor or its designee has the right to succeed to Your status as tenant and airport concessionaire;

(l) allow Us, at Our option, to audit Your Franchised Business pursuant to Section 15.1; and

(m) immediately advise Us of all inventory or other items (excluding those items described in Sections 19.6(b) and (d) hereof) bearing the Marks. We shall have the right (but not the duty), to be exercised by written notice of intent provided to You within thirty (30) days after termination, to purchase any of such items at Your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by Us, and his determination shall be binding. If We elect to exercise any option to purchase herein provided, We shall have the right to set off all amounts due from You under this Agreement, and the cost of the appraisal, if any, against any payment therefor.

19.7. *Option to Purchase*. Without limiting any of Our other rights under this Section 19, We shall have the option (but not the duty) upon written notice to You no later than (i) one hundred twenty (120) days after Our receipt of notice under Section 19.1 hereof, (ii) thirty (30) days after We learn of the termination of this Agreement under Section 19.3 hereof, (iii) thirty (30) days after termination of this Agreement under Sections 19.2 or 19.4 hereof, or (iv) thirty (30) days after expiration of this Agreement, to elect to purchase from You, and to require You to sell to Us or to Our nominee, some or all (at Our option) of the assets employed in Your Franchised Business (or portion thereof in the case of a partial termination), on the terms and conditions hereinafter contained:

(a) The purchase and sale shall be implemented by a formal contract containing warranties and representations by the seller at the time of sale with respect to full ownership and transferability of the assets to be sold, the absence of liens and encumbrances thereon, the seller's full authority to effect such sales and transfers, the working condition and repair of physical assets, and such other warranties, representations and agreements as shall be appropriate in a transaction of such nature.

(b) The closing date for the purchase and sale shall be no later than the ninetieth (90th) day after Our written notice of intention to purchase.

(c) The assets to be sold or transferred shall include, at Our discretion, the selected items of personal property owned and employed by You in Your Franchised Business (including leased property and excluding such personal property that We specifically decline to purchase) together with other assets used by You in connection with the conduct of Your Franchised Business, including all real property, leases, and tenancies (including airport concession agreements), vehicle rental agreements in which seller is the lessor, other contracts and agreements (except employment agreements) to which the seller is a party, all leasehold improvements, furniture, fixtures, machinery, equipment and signs, inventories of tires, fuel, supplies and parts on hand, all of which shall be determined by Us or Our nominee on and after the closing date.

(d) The seller's transfer and conveyance shall be free and clear of all liens, claims, and encumbrances and seller shall obtain and deliver to Us or Our nominee on or before the closing date any and all consents of third parties to the assignment or transfer of leases and contracts where such consent is required to effectuate a valid transfer or assignment as aforesaid.

(e) You and We agree to negotiate in good faith to determine the purchase price and other terms of the purchase. If the parties cannot agree on fair market value within fifteen (15) days after Our written notice of intention to purchase, then within five (5) days thereafter You and We will each select an independent appraiser, who in turn will mutually select a third independent appraiser within ten (10) days of the last of their appointments. The parties will share equally in the cost of the appraisal. The purchase price for the assets of Your Franchised Business will be established by the third appraiser in accordance with this Section 19.7(e), customary valuation methodologies and generally accepted accounting principles, and will be binding upon the parties. In determining such purchase price pursuant to this Section 19.7(e), the physical assets shall be depreciated at rates and in accordance with standard accounting methods employed by Us or Our successor at the time We or Our nominee shall purchase the same, provided that such methods are in accordance with generally accepted accounting principles. In making any calculations of net tangible asset value as of the date of sale, vehicles and other physical assets which have been fully depreciated shall be valued at the fair market value thereof as of the date of sale. The value, before depreciation, assigned to the vehicles to be sold and transferred hereunder, shall not exceed prices which were paid or which would have been paid by Us or Our nominee in accordance with Our customary business practices for the same or comparable assets at the time and place when purchased by You. All other physical assets to be sold and transferred, except real estate, shall be valued for the purposes hereof at seller's cost less depreciation

calculated at rates as above set forth. Real estate, if any, shall be valued at the fair market value thereof, as of the date of sale. No value or payment shall be attributed to intangible assets, such as leases, tenancies (including Airport Agreements), reservations, vehicle rental agreements, or any other contracts or agreements. Notwithstanding anything herein contained, if any asset to be sold and transferred to Us or Our nominee pursuant hereto shall then be subject to a right of purchase by Your customer thereof, the price to be paid by Us or Our nominee therefor shall in no event exceed the price at which such customer is entitled to purchase the same. Notwithstanding any provision hereof to the contrary, no payment shall be made for the transfer of Airport Agreements or for any goodwill. The purchase price for the assets of Your Franchised Business will be paid in cash on the closing date. If We elect to exercise Our option to purchase, We will have the right to set-off all amounts due Us or any of Our Affiliates against payment of the purchase price.

19.8. *No Interest After Termination or Expiration*. If this Agreement expires without renewal or is terminated by You or Us, You shall not retain any material incorporating the Marks or any telephone number used or advertised in association with the Marks. You acknowledge that no goodwill pertaining to Your Franchised Business exists apart from goodwill associated with the Marks and You further acknowledge and agree that goodwill associated with the Marks belongs to Us. Therefore, We shall not make any payment to You for goodwill associated with Your Franchised Business upon termination of this Agreement or upon resale of Your Franchised Business by Us. We shall not rebate to You any portion of the franchise fee or monthly franchise fees. If Your Franchised Business is wound down, You are responsible for the costs associated with cessation of the business.

19.9. *Effect of Partial Termination*. In the event of any partial termination of this Agreement with respect to any Sub-Territory, Attachment A will be deemed amended to remove such Sub-Territory immediately upon the effectiveness of the termination without the need for either Party to execute a written amendment to this Agreement.

20. TRANSFER

20.1. *Transfer by Franchisor*. This Agreement, Our System, the Marks and the right to license others to use Our methods and the Marks are fully transferable by Us to any person or legal entity without Your consent. Upon any such transfer or assignment, the transferee or assignee shall be solely responsible for all of Our obligations arising under this Agreement subsequent to the transfer or assignment. Nothing contained in this Agreement shall require Us to remain in the business of operating or licensing the operation of Your Franchised Businesses or other businesses or to offer any services or products to You, whether or not bearing the Marks, if We transfer or assign Our rights in or obligations under this Agreement. We and Our Affiliates shall have the right to sell any assets, engage in a public offering or private placement of ownership interests, merge with or acquire other corporations or entities, or be acquired by another corporation or entity (including, in both instances, a corporation or entity which may own or operate systems which may be competitive with or similar to the Franchised System).

20.2. *Transfer by You*. This Agreement and the franchise it grants are personal to You and We entered this Agreement with you in reliance upon Your experience, expertise, financial resources, and good reputation. You shall not Transfer (as defined below) any interest in You, the Agreement,

Your Franchised Business, any Location, the Franchised Territory or the franchise except in accordance with the provisions of this Agreement. Upon notice of termination by You pursuant to Section 19.1 herein, this Agreement and the franchise it grants to You may not be transferred.

20.3. *Definition of Transfer*. "**Transfer**" shall mean:

(a) Any transaction by You or any Owners whether lifetime or testamentary, that results in the sale, transfer, conveyance, give away, pledge, or mortgage, or otherwise disposes of or encumbers any direct or indirect interest in whole or in part, of (i) this Agreement or any right herein; (ii) Your Franchised Business, including any transfer of assets not in the ordinary course of business; (iii) the Franchised Territory; (iv) any Location or Airport Agreement or (v) Your capital stock or ownership interests; and

(b) The death of You or any of the Owners regardless of whether Your interest or the interest of any Owner is transferred by devise, trust instrument, operation of law or contract.

21. TRANSFER PROVISIONS

21.1. *Transfer Procedures*. Prior to any lifetime Transfer, You must:

(a) Be in full compliance with this Agreement and any other agreement between Us, Our Affiliates or any other franchisee of Ours or Our Affiliates and You;

(b) Be current in all ascertainable obligations to Us, Our Affiliates and other franchisees of Ours and Our Affiliates, whether arising out of this Agreement, Your Franchised Business or otherwise;

(c) Fully comply with the notice requirements set forth in Section 21.3 below;

(d) Demonstrate to Our satisfaction that a bona fide written offer has been made for a proposed Transfer; that the proposed transferee has the business knowledge, experience, good reputation, and the financial resources to own and operate Your Franchised Business and will agree to the conditions of approval provided in Section 21.4; and

(e) Make a deposit with Our Credit Department in the form and amount requested by the Credit Department to cover accounts receivable and incidentals accrued by You or any Owners through the date of Transfer.

The burden of establishing satisfactory compliance by You and by the proposed transferee with Our criteria shall be upon You. Pursuant to Section 14.6, You agree We may disclose to and discuss with third parties Your credit history, business experience and other matters relating to Your operation of Your Franchised Business or Your status under this Agreement or any other agreement with Us or Our Affiliates in connection with Your proposed Transfer. You agree to hold Us and any third parties harmless for the disclosure or use of such information.

21.2. *Transfer Blackout Period*. No Transfers shall be considered nor approved from January 1st to March 31st of each calendar year (the "**Transfer Blackout Period**"). The Transfer Blackout Period exists during the annual renewal of the Franchise Disclosure Document.

21.3. *Notice of Proposed Transfer*. In the event You or any Owner proposes to make a Transfer, You shall give written notice of such proposed Transfer ("**Notice of Transfer**") to Us. The Notice of Transfer must include each of the following, at a minimum, in written form:

(a) A secretary certificate (or its equivalent), in such form acceptable to Us, which shall contain the following as exhibits thereto:

(i) A true and unaltered copy of a Certificate of Good Standing from the Secretary of State within the state of incorporation of the proposed transferee dated within 30 days of the date of the Notice of Transfer;

(ii) A true, complete, and unaltered copy of the Register of Shareholders of the owners of the proposed transferee as of the date of the Notice of Transfer;

(iii) A true and complete list of the [Officers (Corporation), Managers/Members (limited liability company), Partners (limited partnership)] of the proposed transferee as of the date of the Notice of Transfer; and

(iv) A true and complete copy of the organization chart of the proposed transferee and all its owners, affiliates, and subsidiaries as of the date of the Notice of Transfer.

(b) A copy of the definitive purchase, sale or other agreement by which the proposed Transfer shall be consummated ("**Acquisition Agreement**"), fully signed by all of the parties to the Acquisition Agreement, and including (i) any and all exhibits, schedules, form agreements, documents or other instruments attached or to be attached to the Acquisition Agreement; and (ii) copies of all other agreements, documents or instruments executed or to be executed in connection with the closing of the transaction contemplated by the Acquisition Agreement. A non-binding letter of intent or term sheet will not be considered an Acquisition Agreement. The Acquisition Agreement must contain the following provision:

"Buyer and Seller acknowledge and agree that the closing of the proposed Transfer contemplated by this Acquisition Agreement is subject to [Franchisor]'s prior approval and the full and complete satisfaction of the transfer provisions of that certain Franchise Agreement between Seller and Franchisor by Seller, any of Seller's principals and as applicable, the Buyer. Further, Buyer and Seller acknowledge and agree that Franchisor has the right of first refusal to acquire the interest to be transferred as set forth in the Franchise Agreement."

In the event the foregoing provision is not included in the Acquisition Agreement, You agree to execute an amendment to the Acquisition Agreement to include such a provision. Otherwise, We may, in Our discretion, deem the Acquisition Agreement to be incomplete and disapprove the proposed transfer solely on this basis of this omission.

(c) A detailed description of the proposed transferee's business background; including any experience in businesses similar to Your Franchised Business;

(d) The most recent financial statements of the financial condition of the proposed transferee executed and acknowledged as to its accuracy by the proposed transferee;

(e) The most recent financial statements of each guarantor of the proposed transferee, executed and acknowledged as to its accuracy by each guarantor;

(f) Copies of all agreements, appraisals or evaluations relating to the proposed Transfer;

(g) Copies of the most recent year end and monthly financial statements of Your Franchised Business certified as correct by You; and

(h) Such additional information and documents as We shall request, including additional business, financial or tax return information regarding the proposed transfer, the transferee, You, or Your Franchised Business.

All applicable information above shall also be provided with respect to each principal of the corporation and/or each partner, owner, manager or member. The Notice of Transfer shall be effective on the date We shall have actually received, to Our satisfaction, any and all of the materials and information set forth in this Section 21.3 including any additional information and documents subsequently requested by Us hereunder (the "**Notice Effective Date**"). Any amendment, addendum or other modification to the Acquisition Agreement executed after the Notice Effective Date, or any additional exhibit, schedule, agreement, document or other instrument attached or to be attached to the Acquisition Agreement, delivered to Us after the Notice Effective Date, shall automatically extend and modify the Notice Effective Date to the date upon which We receive the amendment, addendum or other modification, or any additional schedule, agreement, document or other instrument. We will have sixty (60) days beginning on the first (1st) business day following the Notice Effective Date, as it may be automatically extended and modified, to approve or disapprove the proposed Transfer discussed below in Section 21.4, and to exercise Our right of first refusal as provided in Section 22; provided, however, that, subject to applicable law, We may elect to extend the sixty-day period for an additional thirty (30) days upon written notice to You prior to the expiration of the sixty-day period (the "**Review Period**").

21.4. *Approval of Proposed Transfer*. During the Review Period, We will either approve or disapprove the proposed Transfer and so notify You. During such Review Period, We may, at Our sole option, notify You of Our intent to exercise Our right of first refusal as provided in Section 22. Any approval by Us of the proposed Transfer shall be subject to the following conditions being satisfied prior to or on the effective date and/or closing of the proposed Transfer:

(a) The proposed transferee completes Our then-current form of franchise application and meets Our then-current standards and qualifications to become a franchisee. The proposed transferee must also agree to become a Franchised System franchisee for Your Franchised Territory and/or the Location or other Locations in Your Franchised Territory that We approve;

(b) You and any Owner execute Our then-current form of transfer, consent and release agreement, in which You and any Owner release all claims against Us, continue to be liable for all post-termination and post-expiration obligations including, but not limited to, the covenant not to compete, return of the Operations Guide and non-use of Our Marks;

(c) You will continue to indemnify any Indemnitees (as set forth in Section 25.2 below), for any obligations that may arise under Section 25.2 for conduct of Your Franchised Business prior to the effective date of the Transfer;

(d) The proposed transferee will not be, and will agree not to become at any time during the period in which transferee is a franchisee of Ours, either wholly or partially, a publicly-held or reporting entity with the Securities and Exchange Commission;

(e) The proposed transferee will not at the time it becomes a franchisee of Ours, and will agree not to at any time during the period in which transferee is a franchisee of Ours, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, or have any other interest in, whether financial or otherwise, any other Vehicle Rental Business, except as allowed by Us, in Our sole discretion, pursuant to a franchise agreement with Us or Our Affiliates;

(f) In the event the proposed Transfer would result in the proposed transferee owning and operating more than one Vehicle Rental Business pursuant to franchise agreements with Us or Our Affiliates (either because the proposed Transfer involves multiple Franchised Businesses or because the proposed transferee is an existing franchisee pursuant to a franchise agreement with Us or Our Affiliates), We determine, in Our sole discretion, that We will allow for the ownership and operation of multiple Vehicle Rental Businesses by the proposed transferee;

(g) The proposed transferee executes Our then-current form of franchise agreement, granting such transferee the right to use the System in the conduct of a Franchised Business in the Franchised Territory and/or the Location or other Locations in the Franchised Territory that We approve, upon the same terms and conditions then being offered by Us under such System franchise agreement, except as to any initial fee, franchise fee, Transfer fee and any other fees and assessments to be paid by such transferee to Us under such System franchise agreement, as well as the length of the term thereof, all of which shall remain within Our sole discretion; provided, however, that no transfer fee shall be payable if the proposed transferee is an Owner as indicated on Attachment C to this Agreement or any amendment to Attachment C approved by Us prior to the Transfer;

(h) The proposed transferee executes or causes to be executed any forms of agreement ancillary to the System franchise agreement, including any personal guaranty;

(i) You agree to pay Us the Transfer Fee, as well as all expenses incurred by Us in connection with processing the Transfer, including, but not limited to any of Our out-of-pocket costs relating to processing the proposed transferee's applications, as well as reasonable attorney's fees, such expenses to be paid by You even if such Transfer is not approved by Us or consummated by Us;

(j) All amounts which are due and owing to Us, Our Affiliates and all other franchisees of Ours or Our Affiliates have been paid or otherwise satisfied in full; and

(k) The Transfer to the proposed transferee must occur within a period of thirty (30) days from the date of Our written approval of the proposed Transfer upon the terms and conditions specified in the Notice of Transfer. If, however, such terms shall be changed, or if such thirty (30) day period shall have expired, We shall again have the opportunity to exercise its right of first refusal as provided in Section 22 and the proposed Transfer shall again be subject to all procedures specified in this Section 21, including a new Notice of Transfer.

21.5. *Requirement to Maintain Voting Control*. You acknowledge and agree that it shall be a reasonable use of Our discretion to refuse to consent to a transfer in which the Owners listed on Attachment C would no longer hold a majority of each class or series of Your voting securities.

21.6. *Family Transfer*. With respect to any transfer by the individual Owners set forth on Attachment C of their ownership interests in You to a spouse, parent, or child, (i) Our right of first refusal described in Section 22 shall not apply, (ii) We shall not withhold our consent to such transferee so long as such transferee meets our background screening criteria, and (iii) We shall not collect any transfer fee.

22. OUR RIGHT OF FIRST REFUSAL

If under Section 21, You or any Owner proposes to make a Transfer, during the Review Period, We shall have the right to exercise Our right of first refusal to purchase the interest to be transferred pursuant to the Acquisition Agreement for the same price, and upon the same terms and conditions as set forth in the Notice of Transfer and Acquisition Agreement as they relate to vehicle rental operations; and We shall have an additional sixty (60) days after the Review Period, plus any additional time as may be reasonably necessary to obtain required consents and satisfy other closing conditions, to consummate the transaction. In connection with Our right to purchase and during the Review Period, You and any Owner agree to fully cooperate with Us in Our performance of due diligence of the proposed Transfer and to provide Us with copies of any and all reports, assessments, appraisals, information or materials related to the proposed Transfer, including Your Franchised Business, upon Our request. If We exercise Our right of first refusal, We shall reimburse the proposed buyer in an amount up to the lesser of (x) five percent (5%) of the purchase price offered by the proposed buyer or (y) $50,000 to reimburse the proposed buyer for documented and reasonable third-party expenditures for studies, diligence, reports, assessments, appraisals, information or materials performed in connection with the proposed buyer's anticipated purchase of the Franchised Business. As a condition to such reimbursement, any such studies, diligence, reports, assessments, appraisals, information or materials shall be delivered to Us and shall become Our property. Anything in this Section 22 to the contrary notwithstanding, We shall not have any obligation or commitment to abide by or comply with: (1) any term or condition of the Acquisition Agreement, which We, in Our sole discretion, determine is inconsistent with the general nature of the proposed Transfer, imprudent or commercially impracticable including, but not limited to, related party transactions; the payment of commissions, brokers' or finders' fees; or the reimbursement of expenses incurred by either party in connection with the proposed Transfer; or (2) any other agreement executed by and among the proposed

transferee and any third party or You, or any Owner, that cannot be cancelled or terminated without cause prior to the closing of the proposed Transfer. You may not enter into an agreement where the proposed closing date occurs during the Review Period. We may substitute cash for any form of payment set forth in the Notice of Transfer and Acquisition Agreement. We may also pay by offsetting amounts due and owing to Us, Our Affiliates or franchisees of Ours or Our Affiliates. Our right of first refusal described in this Section 22 shall in no way modify or diminish Our right to withhold Our consent to the Transfer under Section 21.4. We may assign Our right of first refusal in this Section 22 to Affiliates or third parties.

23. DEATH, DISABILITY OR DISSOLUTION

23.1. *Transfer Caused by Death*. Upon Your death or the death of any Owner, this Agreement and the franchise granted hereunder shall terminate unless We approve in writing a successor to such interest within ninety (90) days of such death.

(a) Notice of Transfer to Proposed Successor. Within thirty (30) days of death, the executor, trustee or administrator shall provide Us with a Notice of Transfer and all supporting documentation to be submitted in accordance with Section 21.3. The Notice of Transfer shall set forth the date of Your or an Owner's death and the name of the proposed successor ("**Designated Successor**"), which includes but is not limited to, an heir, legatee or third-party purchaser.

(b) Transfer Provisions. The provisions of Sections 21 and 22 shall govern the Transfer to any Designated Successor in the Notice of Transfer. In the event that We exercise Our right of first refusal in circumstances where no third-party offer has been made, We and the Designated Successor shall each select an independent appraiser, experienced in business valuations, to appraise the value of Your Franchised Business. Each party shall bear the costs of the appraiser selected by it. The two appraisers shall arrive at an agreed value for Your Franchised Business or, absent such agreement, the value shall be deemed to be the average of the two appraisals. Each and every obligation or condition upon a Transfer must be completed to Our satisfaction. In the event a probate, administration or other judicial proceeding is being conducted following a death, We may require a court order approving the Transfer to the Designated Successor.

(c) Post-Death Operations. Following Your or any Owner's death, Your Franchised Business must be operated in accordance with this Agreement and the Operations Guide. Any failure to do so shall constitute a breach of this Agreement and be grounds for termination.

(d) No Transfer Fee Payable by Family Member. No transfer fee will be payable in accordance with Section 21.6 by a Designated Successor who is a spouse, child, sibling or parent of You or any Owner.

(e) Pre-death Designated Successor. Prior to death, You or an Owner may notify Us in writing of the Designated Successor and We may, in Our discretion tentatively approve such successor prior to death, subject to the requirement that the actual Transfer of all

obligations or conditions to Transfer as set forth in Section 21 will be satisfied within ninety (90) days of such death.

23.2. *Disability*. This Agreement and the franchise granted hereunder shall terminate if: (a) You or an Owner who is actively involved in the management or operating decisions of Your Franchised Business, becomes disabled or is otherwise impaired for a period of at least thirty (30) consecutive days or for at least forty-five (45) days during a period of seventy-five (75) consecutive days, during which time You or such Owner cannot continue to participate actively in such management decisions, and (b) this Agreement and the franchise granted hereunder is not transferred in accordance with Section 21 within one hundred twenty (120) days of the commencement of such disabling or impairing event.

23.3. *Dissolution*. If You are a corporation, partnership or limited liability company, this Agreement and the franchise granted hereunder shall automatically terminate upon Your dissolution or on the date upon which Your officers, directors, partners, shareholder, managers or members determine Your existence shall cease, whichever shall first occur.

24. COVENANT NOT TO COMPETE

24.1. *Covenant Not to Compete*. **For a period commencing upon the Effective Date and expiring twelve (12) months after; (i) a Transfer permitted by Section 21; or (ii) the date of termination or expiration of this Agreement for any reason (including due to nonrenewal); or (iii) the date on which You cease to operate Your Franchised Business, whichever is later, You and Your Owners shall not, directly or indirectly, for Yourselves or for any other person or entity, alone or through or on behalf of others:**

(a) Own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business (except under a franchise from Us or Our Affiliate):

(i) Within the Territory franchised in this Agreement;

(ii) Within fifty (50) miles of the border of the Territory;

(iii) Within the territory of any other System franchisee;

(iv) Within a ten (10) mile radius of the border of the territory of any other System franchisee; or

(v) Within a ten (10) mile radius of any Franchised Business operated by Us or Our Affiliate; or

(b) Engage in a transaction that would have been a Transfer had it occurred during the term of the Agreement or is comparable to a Transfer (as a post-termination or post-expiration transaction), and is to an entity that will operate a Vehicle Rental Business.

24.2. *Injunction for Violation*. You acknowledge that Your violation of the terms of this Section 24 would result in irreparable injury to Us for which no adequate remedy at law may be available,

and You, accordingly, consent to the issuance of an injunction prohibiting any conduct by You in violation of the terms of this Section 24. We may further avail Ourselves of any other legal or equitable rights and remedies which We may have under this Agreement or otherwise.

24.3. *No Defense*. You expressly agree that the existence of any claim You may have against Us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Us of the covenants in this Section 24.

24.4. *Severability*. It is agreed that each of the foregoing covenants and the subjects thereof shall be construed as being independent of any other covenant, subpart or provision of this Agreement. If all or any portion of a covenant in this Section 24 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which We are a party, You expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 24.

24.5. *Right to Modify*. You understand and acknowledge that We shall have the right, in Our sole discretion, to reduce the scope of any covenant or subpart thereof set forth in this Section 24 without Your consent, effective immediately upon notice by Us, and You agree that You shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding any other provision of this Agreement.

24.6. *Applicability*. This Section 24 shall not apply to any ownership by You or Your Owners of (a) less than a one percent (1%) beneficial interest of the outstanding equity securities of any publicly held corporation, or (b) any beneficial interest in a Vehicle Rental Business franchised by Us or any of Our Affiliates.

24.7. *Owner Commitment*. Your Owners shall execute a non-compete agreement in a form and manner approved by Us.

25. INDEPENDENT BUSINESS, INDEMNIFICATION; TAXES

25.1. *Independent Business*. *You acknowledge that by executing this Agreement You are agreeing to establish and operate an independent Vehicle Rental Business, the success of which depends on, among other things, Your individual ability to operate Your business, attract and retain qualified staff, and otherwise operate all phases of an independent business over which You will have substantial control*. As an independent business owner, You agree that: (i) the relationship created by this Agreement is not a relationship between principal and agent, or that it is a fiduciary relationship; (ii) You are not Our employee and will not earn any wages, nor be eligible for or receive any of the other benefits normally provided to employees, but rather Your income will solely be the profits You earn from operating Your Franchised Business; (iii) We are not the employer or co-employer of any employee that You hire; (iv) all management, personnel, and training requirements are at Your discretion and are Your responsibility; (v) You are responsible for ensuring that Your Vehicle Rental Business operates in accordance with the law of the state, county, city, and town in which You operate; (vi) You alone are permitted to contract with Your customers and that You are required to sign all contracts and agreements, including Rental Agreements, using Your independent business name; (vii) You are free to set, without

interfering with the Corporate Rate Program, the types and levels of pricing that You charge for time, mileage, and other usages, including any other fees or charges You put upon Your customers, so long as those charges comply with any and all policies We prescribe in the Operations Guide relating to maximum or minimum charges; (viii) Your independent business judgment will be used to grow and develop Your customer base within the defined Territory; and (ix) We shall not be liable for damages to any person or property arising directly, or indirectly, out of the operation of Your Franchised Business nor liable for any taxes, assessments, fines or penalties levied upon You or Your Franchised Business or arising out of Your Franchised Business.

25.2. *Indemnification of Franchisor*. You shall indemnify, defend and hold harmless Franchisor, Our Affiliates, and Our and Our Affiliates directors, officers, employees, agents and franchisees (collectively, "**Indemnitees**") from and against any and all judgments, liabilities, threats of liabilities, settlements, penalties, costs and expenses of every kind or nature, including fines, damages, losses, attorneys' fees, court costs and other expenses of litigation, awarded, incurred, threatened, or imposed against any Indemnitee arising out of, caused by or connected directly or indirectly with (i) the operation of Your Franchised Business, except to the extent that (and only to the extent that) it is finally determined in a binding non-appealable final arbitration or final judgment that such judgment, liability, settlement, penalty, cost or expense directly and solely resulted from gross negligence by any Indemnitee; (ii) any allegation that You are Our employee and not a franchisee operating Your independent business, We or another Indemnitee is a joint employer or otherwise responsible for Your acts or omissions relating to Your employees; or (iii) the performance or nonperformance of Your obligations hereunder, irrespective of whether such claims or suits shall be against Us solely or as a defendant with You and/or other parties, and regardless of the jurisdictions in which any such claims or suits may be brought. This indemnification obligation shall continue after the termination or expiration of this Agreement with respect to all aspects of Your Franchised Business arising prior thereto. We may, at Our sole option, voluntarily assume the defense or settlement of any of the foregoing. We have the sole discretion to choose Our own attorneys and to consent to judgment or agree to settlement, including, but not limited to, a settlement or resolution prior to the formal institution of a court action or any other legal proceeding. For the avoidance of doubt, such related attorneys' fees and other expenses of actual or threatened litigation shall be paid by You directly or otherwise reimbursed to Us from time to time at Our sole option. Further, in accordance with Section 5.7 above, We, at Our sole discretion, without limiting Section 5.7, may set off against any money owed to Us or Our Affiliate(s) to You or Your Affiliate(s) related to any and all judgments, liabilities, threats of liabilities, settlements (including settlements prior to the initiation of formal legal proceedings), penalties, costs and expenses of every kind or nature, with reasonable notice to You, but without any judicial determination of liability..

25.3. *Taxes.* You shall pay all federal, state or local franchise, real and personal property, sales and use, retailers, occupational, gross receipts, added value, net income, and any other taxes, charges, or assessments of any nature whatsoever relating directly or indirectly to the operation of Your Franchised Business, the equipment contained therein or services provided thereby, or the revenues derived therefrom, directly to the appropriate taxing authority when due (excluding payments which are disputed in good faith, provided that, at Our request, You shall, at Your sole cost and expense, place a reasonable bond for such payments). You acknowledge that You are responsible for and shall pay to the appropriate authority any and all federal or state payroll tax, FICA, unemployment tax, state unemployment compensation contribution, disability benefit

payments, insurance costs, and any other assessments or charges which relate directly or indirectly to the employment by You of employees to operate Your Franchised Business.

26. APPROVALS AND WAIVER

26.1. *Approval by Franchisor*. In all cases where Our prior approval is required and no other method or timing for obtaining such approval is prescribed, You shall request approval in writing, and We shall notify You in writing of Our decision within fifteen (15) business days after receiving Your written request and all complete supporting documentation. Decisions not received by You within such time period shall be deemed disapprovals. Our consent or approval shall not be valid unless it is in writing. Our approval of any act or request by You shall be effective only to the extent specifically stated.

26.2. *Waiver*. No waiver by Us of any breach or series of breaches of this Agreement shall constitute a waiver of any other breach or a waiver of the performance of any of Your obligations under this Agreement. Our acceptance of any payment from You, Our failure, refusal or neglect to exercise any right under this Agreement, or Our refusal or neglect to insist upon full compliance with Your obligations under this Agreement or the Operations Guide or with any other specification, standard or operating procedure or rule, shall not constitute a waiver of any provision of this Agreement. No waiver by Us of any noncompliance with or variance from the provisions of this Agreement shall be valid unless in writing and signed by Us.

27. NOTICES

All notices, communications and approvals between You and Us shall be in writing and shall be deemed to have been delivered on the earlier of:

(a) receipt of personal delivery, including, but not limited to, digital delivery by email or otherwise;

(b) one (1) business day after being sent by overnight commercial courier service for next business day delivery; or

(c) five (5) days after being deposited in the United States mail, for certified or registered delivery, return receipt requested, postage prepaid.

Notice to Franchisor shall sent to the address specified in Attachment A. Notice to You shall be addressed to the address set forth on the signature page of this Agreement. Either party may designate another address at any time by delivery of notice to the other.

28. ENTIRE AGREEMENT

Except as provided in Section 12.6, this Agreement constitutes the entire agreement between You and Franchisor, and supersedes all earlier oral or written agreements or understandings between You and Franchisor about this Agreement or the subject matter hereof. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representations We made in the Franchise Disclosure Document that We furnished to You or Your Owners. No modification or

change to this Agreement shall have any effect unless it is in writing and signed by You and Our authorized agent. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN YOU AND US.

29. SEVERABILITY AND CONSTRUCTION

29.1. *Severability*. Except as expressly provided to the contrary in this Agreement, each portion, section, part, term and provision of this Agreement shall be considered severable and if for any reason any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law, regulation or order of a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law, rule, regulation, or order.

29.2. *Construction*. All references in this Agreement to the singular shall apply to the plural where appropriate, and all references to the masculine shall include the feminine. Any use of the words "include," "includes" or "including" shall be construed to be followed by "without limitation." If any part of this Agreement is declared invalid, this decision shall not affect the validity of any other part, which shall remain in full force and effect. If any applicable law or rule requires a longer notice period than that stated in this Agreement, the notice requirements found in the applicable law or rule shall be substituted for those found in this Agreement. Time shall be considered of the essence for each provision of this Agreement.

29.3. *Use of Franchise Includes License*. We previously used the terms License Agreement, Licensor, Licensee, Licensed Business, Licensed Territory and licensee(s). References in this Agreement to Franchise Agreement, Franchisor, Franchisee, Franchised Territory and franchisee(s), shall be construed to include, as applicable, License Agreement, Licensor, Licensee, Licensed Business, Licensed Territory and licensee(s).

29.4. *No Third-Party Beneficiaries*. This Agreement is not intended to benefit any other Person except You and Us and no other Person shall be entitled to any rights under this Agreement by virtue of so-called "third party beneficiary rights" or otherwise.

29.5. *Successors*. Subject to the provisions of this Agreement relating to transfer, this Agreement is binding upon and inures to the benefit of the permitted successors, assigns, heirs and personal representatives of the parties.

29.6. *Survival of Obligations*. The obligations in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

29.7. *Events Excusing Our Performance*. All Our obligations under this Agreement shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond Our reasonable control such as, by way of example but not limitation, strikes or industrial disturbances; governmental regulations; conditions arising out of

or attributable to war; riot, civil strife or insurrection; acts of God including earthquakes, storms, tornadoes, floods or other adverse weather conditions; fire or explosion; interruption or failure of power, telecommunications, data communications or other utilities; breakdowns of equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing.

30. DISPUTE RESOLUTION

30.1. *Costs of Enforcement*. If We incur costs and expenses due to Your failure to pay when due amounts owed to Us or Our Affiliates, to submit when due any reports, information, or supporting records, or otherwise comply with this Agreement or any other agreements with Us or Our Affiliates, You agree, whether or not We initiate any action or proceeding, to reimburse Us for all of the costs and expenses that We incur, including, accounting, attorneys', arbitrators' and related fees, and all costs of execution or collection of any judgment against You or any amounts You owe Us or Our Affiliates.

30.2. *Good Faith Efforts to Resolve Dispute*. Prior to the initiation of any arbitration proceeding set forth in Section 30.3, below, any dispute shall first be discussed in a face-to-face meeting between You and a corporate representative of Ours, each authorized to make binding commitments on behalf of their respective parties. This meeting shall be held virtually and within thirty (30) days after the date of written notice given by either You or Us to the other proposing such a meeting, unless We and You agree otherwise.

30.3. *Arbitration*. You and We agree that all controversies, disputes, or claims between Us and/or Our Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and You and/or Your affiliates (and their respective owners, officers, directors, agents, guarantors, and/or employees), if any, arising out of or related to:

(1) This Agreement or any other agreement between You and Us;

(2) Our relationship with You; or

(3) The scope and validity of this Agreement or any other agreement between Us and You or any provision of such agreements (including, but not limited to, the validity and scope of the arbitration obligations under this Section, which the parties acknowledge is to be determined by an arbitrator and not a court) shall be submitted for binding arbitration, on demand of either party, to the American Arbitration Association ("**AAA**"). The arbitration proceedings shall be conducted by one arbitrator and, except as this Section otherwise provides, according to the then-current commercial arbitration rules of the AAA. All proceedings shall be conducted at a suitable location chosen by the arbitrator in the city where Our then-current headquarters is located. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Notwithstanding any other provision of this Section 30.3 to the contrary, judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator shall have the right to award or include in his or her award any relief which he or she deems proper including, but not limited to, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Marks generic or otherwise invalid or, except as expressly

provided in Section 30.8, below, award any punitive or exemplary damages against either party which such damages the parties hereby expressly waive to the fullest extent permitted by law.

Other than as may be required by law, the entire arbitration proceeding (including, but not limited to, any rulings, decisions or orders of the arbitrator) shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

We and You agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and You further agree that, in any arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or settlement offers that might have been made by either Us or You. We reserve the right, but have no obligation, to advance Your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished Our right to seek the recovery of those costs in accordance with Section 30.1.

We and You agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between Us and/or Our Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and You and/or Your affiliates (and their respective owners, officers, directors, agents, guarantors, and/or employees), if any, may not be consolidated with any other arbitration proceeding between Us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 30.3, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Section 30 (excluding this Section 30.3).

Despite Our and Your agreement to arbitrate, We and You shall each have the right: (1) to seek relief in a judicial proceeding in accordance with this Section 30 for controversies, claims or disputes based on a failure to pay any fees due under this Agreement when due; and (2) to seek (in a proper case only) temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided that the underlying claim is contemporaneously submitted for arbitration on the merits pursuant to this Section 30.3, provided further that for controversies, claims or disputes related to the Marks, the covenants at Sections 12.18 and 24 of this Agreement or any confidentiality obligations under this Agreement neither We nor You shall be required to simultaneously submit the underlying claim for arbitration on the merits and shall have the right to seek relief (including, without limitation, temporary restraining orders, temporary, preliminary or permanent injunctive relief or other equitable remedies) from a court of competent jurisdiction.

30.4. *Beneficiaries*. The provisions of Section 30.3 are intended to benefit and bind Us and/or Our Affiliates (and their respective equity holders, officers, directors, agents, and/or employees) and You and/or Your affiliates (and their respective owners, officers, directors, agents, guarantors,

and/or employees), if any, and shall continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

30.5. *Unfair Competition*. You acknowledge that Your failure to adhere to the provisions of Sections 12.7, 12.18, 18.1, 18.2, 24 and any provision of this Agreement relating to use of the Marks or exclusive dealing with Us shall constitute unfair competition. You further acknowledge and recognize that We will suffer irreparable injury in the event any unfair competition occurs and that it is impossible to accurately determine the tangible and intangible damages which We will suffer resulting from such unfair competition. Therefore, You agree to the entry without prior notice and without posting bond, to the extent that applicable notice and bond requirements may be waived, of such temporary and permanent writs, injunctions, judicial orders, decrees, or other judicial or administrative relief as may be appropriate under the law of any applicable jurisdiction against the unfair competition and that We may seek such relief in any court of competent jurisdiction. You agree to pay Us for all costs in obtaining any injunctive relief, order of specific performance or damages, including all costs of investigation and proof of facts, court costs and attorney fees.

30.6. *Governing Law*. **ALL MATTERS RELATING TO ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA), WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT IF ANY PROVISION OF THIS AGREEMENT, INCLUDING THE COVENANTS AT SECTIONS 12.18 AND 24 OF THIS AGREEMENT, WOULD NOT BE ENFORCEABLE UNDER THE LAWS OF THE STATE IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA) AND YOUR FRANCHISED BUSINESS IS LOCATED OUTSIDE OF THAT STATE, THEN THAT PROVISION SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH YOUR FRANCHISED BUSINESS IS LOCATED. NOTHING IN THIS SECTION 30.6 IS INTENDED BY THE PARTIES TO SUBJECT THIS AGREEMENT TO ANY FRANCHISE OR SIMILAR LAW, RULE, OR REGULATION TO WHICH THIS AGREEMENT WOULD NOT OTHERWISE BE SUBJECT, AND NO SUCH LAW, RULE OR REGULATION SHALL APPLY UNLESS ITS JURISDICTIONAL, DEFINITIONAL AND OTHER REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.**

30.7. *Consent to Jurisdiction and Venue*. **SUBJECT TO SECTION 30.3 ABOVE, AND THE PROVISIONS BELOW, YOU AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE APPROPRIATE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WITHIN THE STATE IN WHICH OUR THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA) AND YOU**

IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR FRANCHISED BUSINESS IS LOCATED.

30.8. *Waiver of Punitive Damage*. **EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 25.2 AND ANY CLAIMS FOR MISAPPROPRIATION OF TRADE SECRETS UNDER STATE OR FEDERAL LAW, WE AND YOU WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, EACH PARTY SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

30.9. *Waiver of Jury Trial*. **WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY JUDICIAL ACTION PERMITTED BY THIS SECTION 30 WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH JUDICIAL ACTION.**

30.10. *Rights of Parties are Cumulative*. **OUR AND YOUR RIGHTS UNDER THIS AGREEMENT ARE CUMULATIVE, AND OUR OR YOUR EXERCISE OR ENFORCEMENT OF ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL NOT PRECLUDE OUR OR YOUR ENFORCEMENT OF ANY OTHER RIGHT OR REMEDY THAT WE OR YOU ARE ENTITLED BY LAW TO ENFORCE.**

30.11. *Limitation of Your Remedies*. Under no circumstances shall You be entitled to receive the benefits under this Agreement or any other agreement with Us or Our Affiliates unless You continue to comply with Your obligations under all such agreements.

30.12. *Additional Remedies of Franchisor*. In addition to the remedies expressly granted to Us by this Agreement, We also have the right to all other legal, equitable or administrative remedies, relief and recovery provided at law or in equity.

31. WHEN BINDING

This Agreement shall not become effective until signed by Our authorized representative.

32. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on Franchisor's behalf. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

Signature Page

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date below.

[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]

By_____

_____
Print Name

Title President

Date Signed_____

[FRANCHISEE NAME]

By_____

_____
Print Name

Title_____

Date Signed_____

ATTACHMENT A TO FRANCHISE AGREEMENT
FRANCHISED SYSTEM, COMMERCIAL TERMS, TERRITORY AND LOCATIONS

Franchise Agreement No.:	See location numbers listed below.
Agreement Issue Date:	March 20, 2026
Effective Date:	[TBD]
Expiration Date:	[5] years after Effective Date
Franchisor:	**[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]**
Franchisor Notice Address:	**[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]** Attn: Franchise Operations 8501 Williams Road Estero, FL 33928, USA
Franchisee Name:	**[ENTITY NAME]**
Franchisee Notice Address:	**[ENTER ADDRESS FOR LEGAL NOTICES – this may or may not be one of the Locations]**
Trade Name(s):	**[CHOOSE AS APPROPRIATE:]** "Thrifty" or "Thrifty Car Rental" or "Thrifty Rent-A-Car System" **OR** "Hertz" or "Hertz Car Rental" **OR** "Dollar" or "Dollar Rent A Car"
Initial Fee:	[ENTER AMOUNT] or [Not applicable]
Future Renewal Terms:	Up to [three (3) two (2) one (1)] renewal term[s] of five (5) years [each], subject to the restrictions and qualifications set forth in the Franchise Agreement.
Renewal Fee:	Upon renewal, the renewal fee will be equivalent to the fees and expenses of Franchisor incurred in connection with renewal, not to exceed $25,000.

Security:	- Personal Guaranty OR - Letter of Credit - Franchisee shall cause to be delivered to Franchisor and shall cause to remain in effect throughout the term of this Agreement, a letter of credit in favor of Franchisor in form and substance satisfactory to Franchisor in the principal amount of [$TO BE DETERMINED.] OR - Security Deposit - Franchisee shall cause to be delivered to Franchisor and shall cause to remain in effect throughout the term of this Agreement, a security deposit in form and substance satisfactory to Franchisor in the principal amount of [$TO BE DETERMINED.]
Revenue Target:	Year 1:
	Year 2:
	Year 3:
	Year 4:
	Year 5:
	For the avoidance of doubt, the above yearly Revenue Targets are stated for 12-month periods beginning on the Effective Date.
Minimum Annual Fee:	Year 1:
	Year 2:
	Year 3:
	Year 4:
	Year 5:
	For the avoidance of doubt, the above yearly Minimum Annual Fees are stated for 12-month periods beginning on the Effective Date.

The Territory(ies) and Location(s) to which the franchise granted by this Agreement applies are set forth below. Each separately numbered line item below shall be deemed a "Sub-Territory" for

purposes of Section 19 of this Agreement. References to years below are to "anniversary years" based on the Effective Date of this Agreement.

Territory	Location(s)	Location Opening Date	Fee For Airport Rental Locations	Fee For Non-Airport Rental Locations
1.			Year 1: Year 2: Year 3: Year 4: Year 5:	Year 1: Year 2: Year 3: Year 4: Year 5:
2.				
3.				
4.				
5.				

If the Franchised Territory is described as a municipal or state political subdivision, such as a city or county, the Franchised Territory shall consist of the political boundaries of that subdivision as they exist on the Effective Date of this Agreement.

If the Franchised Territory is described using streets, routes, highways or the like, the boundary of the Franchised Territory shall run to the center line of such streets, routes or highways as they exist on the Effective Date of this Agreement.

The foregoing are addresses of the Locations and/or locations to be operated by You pursuant to this Franchise Agreement and the time period within which operations must begin at each location. If operations do not begin within the time periods indicated, the Franchise Agreement is subject to termination by Us in accordance with Section 19.4(c) thereof or, at Our option, the Franchised Territory shall revert to Us without notice except with respect to the area within a three (3) mile radius of any Location then being operated by You pursuant to this Franchise Agreement. For purposes of this Attachment A, as well as Section 19.4(c) of the Franchise Agreement, You will be considered to be operating at a Location only if You are conducting a Vehicle Rental Business from such Location.

We may determine, in Our sole discretion, that one or more additional Locations and/or locations must be opened by You in the Franchised Territory to serve customer demand. In the event We determine that You must open an additional location from which You must operate Your Franchised Business in the Franchised Territory, We will send You written notice setting forth that portion of the Franchised Territory in which You must open and operate a Location. You must provide Us with written notice of Your intent to open such Location and/or location within sixty (60) days from the date of Our written notice and commence to operate Your Franchised Business from such Location and/or location no later than one hundred eighty (180) days from the date of Our written notice. If You fail to timely provide Us written notice of Your intent to open a Location and/or location, or You fail to timely commence operations of Your Franchised Business at such Location and/or location, at Our option, that portion of the Franchised Territory shall revert to Us without notice and We may grant a franchise to others to operate a Franchised Business or We or Our Affiliates may operate a Franchised Business, in the reverted portion of the Franchised Territory.

Initials:

_____

_____

ATTACHMENT B TO FRANCHISE AGREEMENT

PERFORMANCE REQUIREMENTS

(Key Performance Indicators – KPI's)

The following requirements, or such other requirements as may be set forth in the Operations Guide, shall apply during the term of the Franchise Agreement.

- You shall have consistently achieved during the term of this Agreement (ending with Your notice of election to renew) an average NPS (as defined at Section 12.29) in Your Franchised Business that is no lower than 5 percentage points below the average NPS achieved, as measured by Us or Our Affiliates, by one or more of the following, as selected by Us, in the United States during the same period: (1) Franchised Businesses operated by Us or Our Affiliates; and/or (2) Franchised Businesses operated by Our franchisees;

- You shall have demonstrated that Your Off-Airport Growth as defined in the Operations Guide was at least 90% of the Off-Airport Growth during each full calendar year of the term of this Agreement, as measured by Us or Our Affiliates, as one or more of the following, as selected by Us, in the United States during the same period: (1) Franchised Businesses operated by Us or Our Affiliates; and/or (2) Franchised Businesses operated by Our franchisees; and

- During each full calendar year of the term of this Agreement, Your market share within the Franchised Territory, as measured by published market share data and reports, shall have been the greater of: (i) 90% of the average monthly airport market share in the United States for the previous calendar year of one or more of the following, as selected by Us: (1) Franchised Businesses operated by Us or Our Affiliates; and/or (2) Franchised Businesses operated by Our franchisees; and (ii) no more than 10 percent below the airport market share for the Franchised Business at any Airports listed in Attachment A for the previous calendar year.

- You (or, as permitted by Us, your representative) shall have attended (at your expense) all mandatory conference calls, meetings, conferences, events, supplemental training programs or meetings at such location(s) as We may from time to time direct.

- You shall have spent an amount not less than 2% of your Gross Receipts of each calendar year of the term of this Agreement on local marketing or promotions; all such marketing and/or promotions must be approved in writing by Us in advance.

- Not less than 3% of your Gross Receipts of each calendar year of the term of this Agreement shall be generated from sources other than time and mileage charges.

Initials:

_____

_____

ATTACHMENT C TO FRANCHISE AGREEMENT

FRANCHISEE INFORMATION

The Owners of _____ are shown below.
(Name of Franchisee)

A. CORPORATION:

The corporation is established under the laws of _____. The total number of shares of common voting stock issued and outstanding is _____ shares; the total number of (voting ___/nonvoting ____) preferred shares issued and outstanding is _____; and the total number of non-voting common shares issued and outstanding is _____.

1. STOCKHOLDERS

All of the stockholders of Your corporation are listed below.

Type of Stock (e.g., common, preferred, voting, non-voting, etc.)	Number of Shares	Printed Name and Home Address of Stockholder
_____	_____	_____ _____ _____
_____	_____	_____ _____ _____

2. DIRECTORS

All of the Directors of Your corporation are listed below:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

3. OFFICERS

All of the Officers of Your corporation are listed below:

Name and Office	Address
_____	_____
_____	_____
_____	_____
_____	_____

B. LIMITED LIABILITY COMPANY:

The limited liability company is established under the laws of the state of _____. The total number of units of interest issued and outstanding are _____ units; the total number of voting units of interest equal _____ units; and the total number of non-voting units of interest equal _____ units.

1. MEMBERS

Type of Membership Interest (e.g. voting, non-voting or other classification	Number of Units	Printed Name and Home Address of Stockholder
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. MANAGEMENT

All of Your managers (i.e. designated in Your operating agreement) are listed below:

Name	Home Address
_____	_____
_____	_____

_____	_____
_____	_____

C. PARTNERSHIP:

All of the partners and their status are listed below:

Name and Status (i.e. general or limited)	Home Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

D. MANAGERS OF YOUR FRANCHISED BUSINESS:

The following are the names and positions of the operating managers who shall maintain active, substantial and continuing personal participation in Your Franchised Business:

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____

Initials:

_____

_____

ATTACHMENT D TO FRANCHISE AGREEMENT

VEHICLES

The following are the minimum average numbers of Vehicles per month You shall own, use or keep for use in Your Franchised Business:

(1) Initial inventory: _____

(2) First (1st) through twelfth (12th) month: _____

(3) Thirteenth (13th) through twenty-fourth (24th) month: _____

(4) Twenty-fifth (25th) through thirty-sixth (36th) month: _____

(5) Thirty-seventh (37th) through forty-eighth (48th) month: _____

(6) Forty-ninth (49th) through sixtieth (60th) month:_____

Further, in each calendar month during the term of this Agreement, You must own, use or keep for use in Your Franchised Business at least _____ Vehicles.

Failure to maintain either the minimum average numbers of Vehicles or the minimum number of Vehicles, as shown above, may result in termination of the Franchise Agreement.

Initials:

_____

_____

ATTACHMENT E TO FRANCHISE AGREEMENT

TELEPHONE NUMBERS

Telephone Company Name: _____
(the "**Telephone Company**")

The undersigned hereby irrevocably constitutes and appoints **[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]** ("**Franchisor**") as their full and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the undersigned and in the name of the undersigned or in the name of Franchisor to:

(a) authorize the Telephone Company to transfer all telephone numbers and directory listings used in Your Franchised Business including, without limitation, the following telephone number(s):

1. ____-_____
2. ____-_____
3. ____-_____
4. ____-_____

and all rollover numbers to Franchisor, and

(b) to execute any and all documents and instruments which may be necessary or desirable to accomplish this purpose.

The undersigned acknowledge and agree that they hereby relinquish all future claims to these numbers or other listings under the Franchisor name including any and all claims against Telephone Company for transfer of the numbers or the listings.

Billing Name of Releasing Customer: _____

Authorized Signature: _____

Printed Name of Authorized Signer: _____

Title: _____

ATTACHMENT F TO FRANCHISE AGREEMENT
FORM OF
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(OWNERS)

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(Owners)

THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (this "**Agreement**") is entered into on [DATE] (the **"Effective Date"**), by and between [HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC], a [Delaware/Oklahoma] [corporation / limited liability company] with its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Franchisor**") and, **[**FRANCHISEE**]**, a [state of organization] [corporation / limited liability company / limited partnership] with its principal place of business at [Franchisee address] (the "**Franchisee**") and [Owner name], a person having a direct or indirect legal or beneficial interest in Franchisee, whose address is [Owner Address] **("Owner")**. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Franchise Agreement.

RECITALS

A. The Franchisor, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting vehicles ("[**Hertz / Dollar / Thrifty**] **Business**") and has the exclusive right to grant franchises to use the System to operate [Hertz / Dollar / Thrifty] Businesses;

B. Franchisor and Franchisee have executed a [Hertz System, Inc. / Dollar Rent A Car, Inc. / Thrifty Rent-A-Car System, LLC] Franchise Agreement (the "**Franchise Agreement**") granting Franchisee the right to conduct and operate a [Hertz / Dollar / Thrifty] Business in the Territory and at the Locations set forth on Attachment A of the Franchise Agreement;

C. Owner, by virtue of his or her ownership position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must agree therefore to be bound by the confidentiality and non-compete obligations contained herein; and

D. The Franchisor is willing to have Franchisee disclose such Confidential Information to Owner, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Franchisee's providing such Confidential Information to Owner, the parties agree as follows:

CONFIDENTIALITY

1. For purposes of this Agreement, "**Confidential Information**" means any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, customer information, financial information, marketing, ideas, concepts, business plans, proposals, operating manuals, bulletins, records and other materials) relating to the Franchisor (and its affiliates), Franchisee, the System, and the [Hertz / Dollar / Thrifty] Business which may be communicated to Owner prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally,

electronically, by inspection, or by sample, exhibit, demonstration, or by other means. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Franchisor.

2. Owner shall use the Confidential Information disclosed to it solely for the purpose of fulfillment of Owner's responsibilities on behalf of Franchisee. Owner may share the Confidential Information only with other employees and agents of Franchisee that, in the reasonable judgment of Owner, need to know such Confidential Information for the purpose fulfillment of their responsibilities on behalf of Franchisee, are informed of the confidential nature of the Confidential Information, and agree to be bound by the terms and conditions of this Agreement. Owner shall be responsible for any breach of this Agreement by any such employee or agent. Moreover, Owner shall take all reasonably necessary measures to restrain such employees or agents from unauthorized disclosure or use of the Confidential Information.

3. Owner acknowledges that the Confidential Information disclosed to Owner under this Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Owner to any other person or legal entity other than as expressly permitted by this Agreement, and Owner agrees not to use or disclose such Confidential Information for the benefit of Owner or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Franchisor's affiliates.

4. Owner shall not, at any time, without the prior written consent of the Franchisor: (i) copy, duplicate, record, or otherwise reproduce any Confidential Information; (ii) store such Confidential Information in a computer retrieval or data storage device; or (iii) use any Confidential Information for the benefit of Owner or any other person or legal entity.

5. Owner acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Franchisor, and upon the Franchisor's request promptly shall: (i) return to the Franchisor all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Owner (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Franchisor by Franchisee or a person supervising such destruction.

6. This Agreement imposes no obligation upon Owner with respect to information that: (i) was in Owner's possession before receipt from the Franchisor; (ii) is or becomes publicly known without breach by Owner; (iii) is rightfully received by Owner from a third party without a duty of confidentiality; (iv) is disclosed by the Franchisor to a third party without a duty of confidentiality on the third party; (v) is independently developed by Owner without the use of the Confidential Information; or (vi) is disclosed by Owner with the Franchisor's prior written approval.

7. In the event that Owner becomes legally compelled to disclose any Confidential Information, Owner shall provide the Franchisor with prompt notice so that the Franchisor may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Franchisor is unable to obtain a protective order or other appropriate remedy, or if it so directs Owner, Owner shall furnish only that portion of the Confidential Information that Owner is advised by written opinion of its counsel is legally required to be furnished and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

8. Owner shall be liable to Franchisor and Franchisee for any and all damage, loss, losses, costs and expenses, including reasonable attorneys' fees, caused by the willful or negligent use or disclosure of any Confidential Information in violation of this Agreement.

NON-COMPETITION

9. In-Term Non-Compete. During the term of this Agreement, Owner shall not, directly or indirectly, for Owner's own or others' benefit, alone, or in conjunction with any other person or entity: (1) own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all of Owner's interest in the assets of the [Hertz / Dollar / Thrifty] Business, or have any interest in, whether financial or otherwise, any other Vehicle Rental Business, except under license from Franchisor or its affiliates, or (2) divert or attempt to divert any actual or prospective business or customer of the [Hertz / Dollar / Thrifty] Business, or of any other [Hertz / Dollar / Thrifty] Business, to any competitor, by direct or indirect inducement or otherwise.

10. Post-Term Non-Compete. For a period of twelve (12) months after (i) a Transfer permitted by Section 21 of the Franchise Agreement, or (ii) the date of termination or expiration of the Franchise Agreement for any reason (including, without limitation, due to nonrenewal) or the date on which Owner ceases to be an Owner in Franchisee, whichever is later, Owner shall not directly or indirectly, for Owner or for any other person or entity, alone or through or on behalf of others:

Own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all of Owner's interest in the assets of the [Hertz / Dollar / Thrifty] Business to, or have any other interest in, whether financial or otherwise, any Vehicle Rental Business, except under license from Franchisor or its affiliates:

(i) Within the Territory (as defined in the Franchise Agreement);

(ii) Within fifty (50) miles of the border of the Territory;

(iii) Within the territory of any other franchisee of a [Hertz / Dollar / Thrifty] Business;

(iv) Within a ten (10) mile radius of the border of the territory of any other franchisee of a [Hertz / Dollar / Thrifty] Business; or

(v) Within a ten (10) miles radius of any [Hertz / Dollar / Thrifty] Business operated by Franchisor or any affiliate of Franchisor.

MISCELLANEOUS

11. Owner acknowledges that any violation of this Agreement by Owner will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Owner consents to the issuance of an injunction to prevent or to halt any such violation. Owner also agrees that Franchisor and Franchisee may each avail themselves of any other rights and remedies which they may have under this Agreement or otherwise. Further, any claim that Owner may have against Franchisor or Franchisee, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of the confidentiality and non-competition provisions in this Agreement.

12. Owner acknowledges and agrees that Franchisor and Franchisee are intended third-party beneficiaries of this Agreement and that they each are independently entitled to enforce any provision of this Agreement.

13. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

14. This Agreement contains the entire agreement between Owner, the Franchisor, and the Franchisee concerning confidentiality and non-competition, and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

15. Owner understands and agrees that this Agreement is not an employment agreement of any kind.

16. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Franchisor's then-current headquarters is located (currently, Florida), except that if any provision of this Agreement would not be enforceable under the laws of the state in which Franchisor's current headquarters is located and the [Hertz / Dollar / Thrifty] Business is located outside of that state, then that provision shall be interpreted and construed under the laws of the state in which the [Hertz / Dollar / Thrifty] Business is located.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

OWNER:

[OWNER NAME]

_____

FRANCHISOR:

[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]

By: _____
Name:
Title: President

FRANCHISEE:

[FRANCHISEE]

By: _____
Name:
Title:

ATTACHMENT G TO FRANCHISE AGREEMENT
FORM OF
PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED, and in consideration of any financial accommodation at any time made or given to [FRANCHISEE] ("**Debtor**"), by [HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC] or an Affiliate (collectively referred to herein as "**Franchisor**"), and to induce Franchisor to enter into the Franchise Agreement dated [Date] (the "**Franchise Agreement**") between Debtor and Franchisor, the undersigned, whether one or more, as a primary obligor hereby, jointly and severally, guarantees Debtor's full and prompt payment and performance when due of all of the following of Debtor's liabilities (collectively the "**Indebtedness**"): (i) all of Debtor's obligations and liabilities, now existing or later arising, of every kind and nature under the Franchise Agreement and any other present or future agreements between Debtor or its Affiliates and Franchisor and all of their amendments, modifications, renewals and extensions (the "**Agreements**"); and (ii) all expenses, including but not limited to attorneys' fees and legal expenses, paid or incurred by Franchisor in endeavoring to collect the foregoing or any part thereof and in enforcing this guaranty.

Franchisor may at any time and from time to time, without notice to the undersigned, take any or all of the following actions without affecting or impairing the liability of the undersigned on this guaranty: (i) amend, modify or supplement any of the Agreements or the time of payment of all or any portion of any Indebtedness or the rate of interest charged on any Indebtedness, (ii) accept, substitute or release any security for any Indebtedness, (iii) accept other guarantors, and (iv) release any person primarily or secondarily liable on any Indebtedness. The liability of the undersigned under this guaranty shall in no way be affected or impaired by any failure, delay or omission in enforcing the obligations under the Agreements or this guaranty or any security for the Indebtedness or this guaranty, or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, subordination, modification or disposition of all or any part of the Indebtedness or of any security for the Indebtedness or for this guaranty.

The undersigned agree that their liability under this guaranty shall be primary and direct. In order to hold the undersigned liable hereunder for the Indebtedness as provided herein, there shall be no obligation on the part of Franchisor, at any time, to resort for payment to Debtor or any other guarantor or to any security for the Indebtedness or this guaranty, and Franchisor shall have the right to enforce this guaranty irrespective of whether or not other proceedings or steps are being taken against any property securing the Indebtedness or against any other guarantor or any other party primarily or secondarily liable on any of the Indebtedness.

This guaranty is an absolute, unconditional and complete guaranty of payment and performance and not of collection and shall continue to be in force and be binding upon the undersigned until the Indebtedness has been paid and performed in full. No notice of the Indebtedness to which this guaranty may apply or of any renewal or extension of the Indebtedness need be given to the undersigned and none of the foregoing acts shall release the undersigned from liability under this guaranty.

The undersigned waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this guaranty, notice of any loans made, extensions granted or other action taken in reliance on this guaranty and all demands and notices of any kind in connection with this guaranty or the Indebtedness. The undersigned forever waives and relinquishes any right of subrogation, indemnification or other recourse or claim of any type, whether contingent or matured, which the undersigned may have against Debtor. The undersigned further forever waives and relinquishes any right to enforce any remedy which the undersigned may have against the Franchisor by reason of the undersigned's performance of their obligations hereunder, and further subordinates any liability or indebtedness of the Franchisor now or hereafter held by the undersigned to the obligations of the Debtor pursuant to the Indebtedness and of the undersigned to the Franchisor as described hereunder or otherwise. The undersigned also waives and relinquishes all rights and remedies accorded to the undersigned by applicable law to guarantors.

Until the Indebtedness has been paid and performed in full, the obligations of the undersigned shall not be released, in whole or in part, (i) by any action or thing which might, but for this provision of this guaranty, be deemed a legal or equitable discharge of a surety or guarantor, or (ii) by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Franchisor or its failure to proceed promptly or otherwise, or (iii) by reason of any action taken or omitted by the Franchisor whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of the undersigned. No modification of any of the obligations of the Debtor or the release of any collateral or security therefore by operation of law or by the action of any third party shall affect in any way the obligations of the Debtor under this Guaranty. The undersigned hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements or waivers or any of them, it being the purpose and intent of the parties to this guaranty that the Indebtedness constitute the direct and primary obligations of the undersigned and that the covenants, agreements and all obligations of the undersigned be absolute, unconditional and irrevocable.

The undersigned expressly agree that its liability and obligations under this guaranty shall not in any way be affected by the institution by or against the Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of Debtor and that any discharge of any of the Indebtedness pursuant to any such bankruptcy or similar law or other law shall not discharge or otherwise affect in any way the obligations of the undersigned under this guaranty, and that upon the institution of any of the above actions, at the sole discretion of the Franchisor, such obligations shall be enforceable against the undersigned.

The undersigned agree that on or before May 1 of each year, they shall deliver to Franchisor an annual financial statement of the undersigned for the immediately preceding year certified by the undersigned to be true and accurate and a signed copy of the undersigned's United States Federal Income tax return for the immediately preceding year.

The undersigned shall promptly notify Franchisor of any change to the addresses noted below.

This guaranty shall bind the heirs and legal representatives of the undersigned and inure to the benefit of Franchisor and its successors and assigns. This guaranty has been delivered at the location of Franchisor's then-current headquarters (currently, Estero, Florida), and shall be construed in accordance with and governed by the laws of the State in which Franchisor's then-current headquarters is located (currently, Florida) without giving effect to the conflict of laws provisions of that State.

ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE APPROPRIATE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WITHIN THE STATE IN WHICH FRANCHISOR'S THEN-CURRENT HEADQUARTERS IS LOCATED (CURRENTLY, FLORIDA). THE UNDERSIGNED HEREBY IRREVOCABLY WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE PERSONAL JURISDICTION OR VENUE OF ANY SUIT, ACTION OR PROCEEDING, ARISING OUT OF OR RELATING TO THIS GUARANTY AGREEMENT, BROUGHT IN SUCH COURTS, AND HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY FURTHER IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT WITH US OR OUR AFFILIATES OR OTHERWISE ARISING BETWEEN US OR OUR AFFILIATES.

The undersigned represents to Franchisor that the undersigned has received substantial and valuable consideration and benefits from the Indebtedness and that it is in the undersigned's best interest to enter into this guaranty.

This guaranty is effective immediately upon execution. The undersigned hereby waives and releases any claim that the delivery or effectiveness of this guaranty is conditional in any way.

Dated as of _____.

1. Name: _____ Signature: _____
   Home Address: _____ Work Address: _____
   _____ _____

2. Name: _____ Signature: _____
   Home Address: _____ Work Address: _____
   _____ _____

3. Name: _____ Signature: _____
   Home Address: _____ Work Address: _____
   _____ _____

4. Name: _____ Signature: _____
   Home Address: _____ Work Address: _____
   _____ _____

ATTACHMENT H TO FRANCHISE AGREEMENT
FORM OF
CONFIDENTIALITY AGREEMENT
(MANAGERIAL EMPLOYEES)

CONFIDENTIALITY AGREEMENT
(Managerial Employees)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into on [Date] (the **"Effective Date"**), by and between [HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC], a [Delaware / Oklahoma] [corporation / limited liability company] with its principal place of business at 8501 Williams Road, Estero, Florida 33928 (the "**Franchisor**"), [FRANCHISEE], a [state of organization] [corporation / limited liability company / limited partnership] with its principal place of business at [Franchisee address] (the "**Franchisee**") and [Manager Name], an employee or agent of Franchisee, whose address is [Manager address] **("Recipient")**.

RECITALS

A. The Franchisor, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting vehicles ("[**Hertz** / **Dollar** / **Thrifty**] **Business**") and has the exclusive right to grant franchises to use the System to operate [Hertz / Dollar / Thrifty] Businesses;

B. Franchisor and Franchisee have executed a [Hertz System, Inc. / Dollar Rent A Car, Inc. / Thrifty Rent-A-Car System, LLC] Franchise Agreement (the "**Franchise Agreement**") granting Franchisee the right to conduct and operate a [Hertz / Dollar / Thrifty] Business in the Territories and at the Locations set forth on Attachment A of the Franchise Agreement;

C. Recipient, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must agree therefore to be bound by the confidentiality obligations contained herein; and

D. The Franchisor is willing to have Franchisee disclose such Confidential Information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Franchisee's providing such Confidential Information to Recipient, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, customer information, financial information, marketing, ideas, concepts, business plans, proposals, operating manuals, bulletins, records and other materials) relating to the Franchisor (and its affiliates), Franchisee, the System, and the [Hertz / Dollar / Thrifty] Business which may be communicated to Recipient prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, demonstration, or by other means. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Franchisor.

2. Recipient shall use the Confidential Information disclosed to it solely for the purpose of fulfillment of Recipient's responsibilities on behalf of Franchisee. Recipient may share the Confidential Information only with other employees and agents of Franchisee that, in the reasonable judgment of Recipient, need to know such Confidential Information for the purpose fulfillment of their responsibilities on behalf of Franchisee, are informed of the confidential nature of the Confidential Information, and agree to be bound by the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by any such employee or agent. Moreover, Recipient shall take all reasonably necessary measures to restrain such employees or agents from unauthorized disclosure or use of the Confidential Information.

3. Recipient acknowledges that the Confidential Information disclosed to Recipient under this Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Recipient to any other person or legal entity other than as expressly permitted by this Agreement, and Recipient agrees not to use or disclose such Confidential Information for the benefit of Recipient or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Franchisor's affiliates.

4. Recipient shall not, at any time, without the prior written consent of the Franchisor: (i) copy, duplicate, record, or otherwise reproduce any Confidential Information; (ii) store such Confidential Information in a computer retrieval or data storage device; or (iii) use any Confidential Information for the benefit of Recipient or any other person or legal entity.

5. Recipient acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Franchisor, and upon the Franchisor's request promptly shall: (i) return to the Franchisor all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Recipient (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Franchisor by Franchisee or a person supervising such destruction.

6. This Agreement imposes no obligation upon Recipient with respect to information that: (i) was in Recipient's possession before receipt from the Franchisor; (ii) is or becomes publicly known without breach by Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Franchisor to a third party without a duty of confidentiality on the third party; (v) is independently developed by Recipient without the use of the Confidential Information; or (vi) is disclosed by Recipient with the Franchisor's prior written approval.

7. In the event that Recipient becomes legally compelled to disclose any Confidential Information, Recipient shall provide the Franchisor with prompt notice so that the Franchisor may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Franchisor is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

8. Recipient shall be liable to Franchisor and Franchisee for any and all damage, loss, losses, costs and expenses, including reasonable attorneys' fees, caused by the willful or negligent use or disclosure of any Confidential Information in violation of this Agreement

9. Recipient acknowledges that any violation of this Agreement by Recipient will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Recipient consents to the issuance of an injunction to prevent or to halt any such violation. Recipient also agrees the Franchisor and Franchisee may each avail themselves of any other rights and remedies which they may have under this Agreement or otherwise. Further, any claim that Recipient may have against Franchisor or Franchisee, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of the confidentiality provisions in this Agreement.

10. Recipient acknowledges and agrees that Franchisor and Franchisee are intended third-party beneficiaries of this Agreement and that they each are independently entitled to enforce any provision of this Agreement.

11. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

12. This Agreement contains the entire agreement between Recipient, the Franchisor, and the Franchisee concerning confidentiality and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

13. Recipient understands and agrees that this Agreement is not an employment agreement of any kind.

14. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Franchisor's then-current headquarters is located (currently, Florida), except that if any provision of this Agreement would not be enforceable under the laws of the state in which Franchisor's current headquarters is located and the [Hertz / Dollar / Thrifty] Business is located outside of that state, then that provision shall be interpreted and construed under the laws of the state in which the [Hertz / Dollar / Thrifty] Business is located.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

RECIPIENT:

[MANAGER NAME]

_____

FRANCHISOR:

[HERTZ SYSTEM, INC. / DOLLAR RENT A CAR, INC. / THRIFTY RENT-A-CAR SYSTEM, LLC]

By: _____
Name:
Title: President

FRANCHISEE:

[FRANCHISEE]

By: _____
Name:
Title:

EXHIBIT B
CONFIDENTIALITY AGREEMENT
(PROSPECTIVE FRANCHISEES)

CONFIDENTIALITY AGREEMENT

(Prospective Franchisee)

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into on [INSERT DATE] (the **"Effective Date"**), by and between [INSERT FRANCHISOR DETAILS], a [INSERT ENTITY TYPE] [organized/incorporated] and registered in [PLACE OF ORGANIZATION AND REGISTRATION] with its principal place of business at [8501 Williams Road, Estero, Florida 33928] (the "**Company**"), and [INSERT PROSPECTIVE FRANCHISEE'S DETAILS], a [INSERT ENTITY TYPE] [organized/incorporated] and registered in [PLACE OF ORGANIZATION AND REGISTRATION] with its principal place of business at [INSERT ADDRESS DETAILS] ("**Recipient**").

The Company and Recipient together, the "**Parties**", and each, a "**Party**".

RECITALS

WHEREAS, the Company, as a result of a significant expenditure of time, skill, effort, and money, has developed and owns a proprietary system ("**System**") for the business of renting cars without drivers using the [INSERT BRAND] marks ("**Franchised Business**") and has the right to grant franchises to use the System to operate a Franchised Business;

WHEREAS, in connection with the consideration by Recipient of entering into a franchise agreement for a Franchised Business with the Company (together with any related transaction, the "**Transaction**"), Recipient wishes to be granted access to confidential information of the Company in order to evaluate the Transaction; and

WHEREAS, the Company is willing to disclose such confidential information to Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Company's consent to provide such confidential information to Recipient, the parties agree as follows:

1. CONFIDENTIAL INFORMATION.

1.1. For purposes of this Agreement, "**Confidential Information**" includes, without limitation:

(i) any and all information, knowledge, or know-how (including, but not limited to, data, reports, analyses, compilations, studies, interpretations, forecasts, records and other materials) relating to the Company (and/or its affiliates and licensees), the System, the Franchised Business, or the Transaction which may be communicated to Recipient or its Representatives (as defined below) prior to, on, or after the Effective Date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, demonstration, or by other means;

(ii) any information, report, or material prepared by Recipient which is derived from any information, knowledge, or know-how described in Section l (i), above; and

(iii) the fact that discussions or negotiations are taking place between the Company and Recipient concerning the Transaction and all information related thereto with respect to the Transaction, including the status thereof.

1.2. Confidential Information may include, but is not limited to, information relating to the development, financing, and operation of the System, the Franchised Business and the

Transaction; advertising and marketing plans and materials; business plans; financial information concerning the Franchised Business, the Transaction or the Company; operating manuals; and any other financial information.

1.3. The foregoing list of Confidential Information is illustrative only and does not necessarily include all matters considered confidential by the Company.

2. Recipient shall use the Confidential Information disclosed to it solely for the purpose of evaluating the Transaction. Recipient may share the Confidential Information only with its officers, directors, employees, agents and advisors ("**Representatives**") that, in the reasonable judgment of Recipient, need to know any Confidential Information for the purpose of evaluating the Transaction and are informed of the confidential nature of the Confidential Information and agree to be bound by the terms and conditions of this Agreement, prior to receipt of such Confidential Information. Recipient shall be responsible for any action or omission on the part of any Representative which, if committed by Recipient, would be a breach of this Agreement. Moreover, Recipient shall take all reasonably necessary measures to restrain its Representatives from unauthorized disclosure or use of the Confidential Information.

3. Recipient acknowledges that the Confidential Information disclosed by the Company to Recipient or any Representative under this Agreement may be deemed to be material non-public information under applicable securities laws and regulations and therefore shall not be disclosed by Recipient to any other person or legal entity other than as expressly permitted by this Agreement, and Recipient agrees not to use or disclose such Confidential Information for the benefit of Recipient or any other person or legal entity in connection with the purchase or sale of the equity or debt securities of the Company's affiliates. Such Confidential Information will be deemed to be non-public until it has been disclosed to the public by the Company or an affiliate via a press release, in a public filing made with the U.S. Securities and Exchange Commission or is available through a news wire service or daily newspaper of wide circulation, and a sufficient amount of time has passed (*e.g.*, at least two full business days) so that the information has had an opportunity to be digested by the marketplace.

4. Recipient shall not, at any time, without the prior written consent of the Company: (i) copy any Confidential Information; (ii) communicate or divulge any Confidential Information to any other person or legal entity; or (iii) use any Confidential Information for the benefit of Recipient or any other person or legal entity.

5. Recipient acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of the Company, and upon the Company's request promptly shall: (i) return to the Company all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement); and (ii) erase or destroy any of such Confidential Information contained in the computers or data storage devices under the control of Recipient (regardless of whether placement on such computers or data storage devices was permitted under this Agreement) and such destruction shall, if requested, be certified in writing to the Company by an authorized officer supervising such destruction.

6. Recipient acknowledges that any violation of this Agreement by Recipient or any Representative will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, Recipient consents to the issuance of an injunction to prevent or to halt any such violation.

7. This Agreement imposes no obligation upon Recipient with respect to information that the

Recipient can demonstrate: (i) was in Recipient's lawful possession before receipt from the Company; (ii) is or becomes publicly known without breach by Recipient; (iii) is rightfully received by Recipient from a third party without a duty of confidentiality; (iv) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (v) is independently developed by Recipient; or (vi) is disclosed by Recipient with the Company's prior written approval.

8. In the event that Recipient becomes legally compelled to disclose any Confidential Information, Recipient shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Company is unable to obtain a protective order or other appropriate remedy, or if it so directs Recipient, Recipient shall furnish only that portion of the Confidential Information that Recipient is advised by written opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

9. Recipient acknowledges that the Company makes no representation or warranty as to the accuracy or completeness of any Confidential Information and Recipient agrees to assume full responsibility for all conclusions it derives from the Confidential Information.

10. Recipient understands and agrees that no contract, franchise or agreement providing for a Transaction with the Company shall be deemed to exist between Recipient and the Company unless and until a definitive Transaction agreement has been executed and delivered, and Recipient hereby waives, in advance, any claims in connection with a possible Transaction with the Company unless and until Recipient and the Company shall have entered into a definitive Transaction agreement. Recipient also agrees that unless and until a Transaction agreement between Recipient and the Company has been executed and delivered, the Company has no legal obligation whatsoever with respect to any such Transaction by virtue of this Agreement or any other written or oral expression with respect to such Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. At any time, and without notice to Recipient, the Company may cease providing Confidential Information to Recipient if the Company determines that it does not wish to proceed with the Transaction, or for any other reason.

11. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency.

12. This Agreement contains the entire agreement between Recipient and the Company concerning the confidentiality of the Confidential Information and related matters. This Agreement may be modified only by mutual agreement of the parties executed in writing.

13. The interpretation and enforcement of this Agreement shall be governed by the laws of the State in which the Company's then-current headquarters is located (currently, Florida).

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

RECIPIENT:	**COMPANY:**
_____	**[FRANCHISOR]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT C
MULTIPLE BRAND FRANCHISING ADDENDUMS

EXHIBIT C-1
MULTIPLE BRAND FRANCHISING ADDENDUM
(FOR NEW FRANCHISEES)

MULTIPLE-BRAND FRANCHISING ADDENDUM
TO HERTZ SYSTEM, INC., DOLLAR RENT A CAR, INC.
AND THRIFTY RENT-A-CAR SYSTEM, LLC FRANCHISE AGREEMENTS

This Multiple-Brand Franchising Addendum (the "**Addendum**") is made and entered into on [DATE] (the "**Effective Date**"), by and between Hertz System, Inc. ("**Hertz**"), Dollar Rent A Car, Inc. ("**Dollar**"), Thrifty Rent-A-Car System, LLC ("**Thrifty**") and «Franchisee» ("**Franchisee**") and «Franchisee_Owners», each an ("**Owner**") and collectively the ("**Owners**") (all referred to collectively as the "**Parties**").

RECITALS

WHEREAS, of even date herewith, Hertz and Franchisee have entered into a Hertz System, Inc. Franchise Agreement, with all attachments thereto (the "**Hertz Franchise Agreement**"), for the operation of a Hertz Business in the territory described in Attachment A to that agreement;

WHEREAS, of even date herewith, Dollar and Franchisee have entered into a Dollar Rent A Car, Inc. Franchise Agreement, with all attachments thereto (the "**Dollar Franchise Agreement**"), for the operation of a Dollar Business in the territory described in Attachment A to that agreement;

WHEREAS, of even date herewith, Thrifty and Franchisee have entered into a Thrifty Rent-A-Car System, LLC Franchise Agreement, with all attachments thereto (the "**Thrifty Franchise Agreement**"), for the operation of a Thrifty Business in the territory described in Attachment A to that agreement;

WHEREAS, the Hertz Franchise Agreement, the Dollar Franchise Agreement and the Thrifty Franchise Agreement are collectively referred to as the "**Franchise Agreements**";

WHEREAS, Hertz, Dollar, Thrifty and Franchisee desire to set forth certain terms and conditions for the multiple-brand operation of a Hertz Business, a Dollar Business and a Thrifty Business by Franchisee.

NOW, THEREFORE, the Parties to this Addendum, in consideration of each and every undertaking and commitment of each to the other set forth herein, the sufficiency of which is hereby acknowledged, mutually agree as follows:

TERMS

1. Defined Terms.

For purposes of this Addendum, the defined terms in the Franchise Agreements shall have the same meaning in this Addendum, unless specifically defined otherwise herein.

2. Territory.

The geographic territory to which this Addendum applies shall be the Franchised Territory set forth in Attachment A of the Hertz Franchise Agreement, the Franchised Territory set forth in Attachment A of the Dollar Franchise Agreement and the Franchised Territory set forth in Attachment A of the Thrifty Franchise Agreement.

3. Term.

The term of this Addendum shall be co-terminus with the terms of the Franchise Agreements.

4. Fees.

Franchisee shall pay all fees, charges, costs, expenses and other amounts required under the Franchise Agreements and the applicable Operations Guides.

5. Advertising.

Franchisee is prohibited from and shall not use the Hertz trademark and other proprietary marks (the "**Hertz Marks**"), the Dollar trademark and other proprietary marks (the "**Dollar Marks**") and the Thrifty trademark and other proprietary marks (the "**Thrifty Marks**") together, or in any combination, at any time in any form of advertising, promotion or marketing activities in any medium or in any paper or electronic directories, except as specifically authorized in the applicable Operations Guides, or otherwise in writing by Hertz, Dollar and Thrifty.

6. Multiple-Branding.

Franchisee is prohibited from and shall not use the Hertz Marks, the Dollar Marks and the Thrifty Marks together, or in any combination, at any time in the operation of the Hertz Business, the Dollar Business and the Thrifty Business ("**Multiple-Branding**"), unless specifically authorized herein, in the Operations Guides, or otherwise in writing by Hertz, Dollar and Thrifty. Hertz, Dollar and Thrifty, in their sole discretion, shall determine whether the Franchisee has violated this Section. Any part or operation of the Hertz Business, the Dollar Business or the Thrifty Business that is or would be visible to a customer shall be specifically branded or identified using the Hertz Marks, the Dollar Marks or the Thrifty Marks in accordance with the applicable Hertz Franchise Agreement, Dollar Franchise Agreement or Thrifty Franchise Agreement and the Operations Guides. Unless otherwise authorized by Hertz, Dollar and Thrifty, Franchisee shall not operate the Hertz Business, the Dollar Business and the Thrifty Business, or any combination of them, from the same building in any off-airport location. Without limiting this Section 6, unless otherwise authorized by Hertz, Dollar and Thrifty, Franchisee shall comply with the following requirements:

A. All facilities that service customers in any manner shall be branded separately and pursuant to the applicable Franchise Agreement, and shall comply with all requirements of the Operations Guides for displaying the Hertz Marks, the Dollar Marks, or the Thrifty Marks;

B. Franchisee shall maintain separate Hertz, Dollar and Thrifty rental counters in any area where there may be contact with customers or the public, so that it is clear to the public that the Hertz Business, the Dollar Business and the Thrifty Business are separate and distinct businesses;

C. Franchisee shall maintain separate Hertz, Dollar and Thrifty telephone numbers and lines and answer such telephone lines with the applicable Hertz, Dollar or Thrifty announcement;

D. Franchisee shall maintain separate Hertz, Dollar and Thrifty buses;

E. Franchisee shall not share counter employees at the Hertz, Dollar and Thrifty counters at the same time; and

F. Franchisee shall have separate and distinct customer employee uniforms and nametags for each of the Hertz Business, Dollar Business and Thrifty Business, in accordance with the system standards for the corresponding businesses.

7. Confidentiality.

Franchisee is prohibited from and shall not, without the prior written consent of Hertz, Dollar and Thrifty, share confidential and proprietary information of the Hertz System, the Dollar System and the Thrifty System among or between the Hertz Business, the Dollar Business and the Thrifty Business, and shall use confidential and proprietary information of the Hertz System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Hertz Business, confidential and proprietary information of the Dollar System (including, without limitation, Operations Guides and other operational directives) only in the operation of the Dollar Business and confidential and proprietary information of the Thrifty System (including, without limitation, Operations Guides and other operational directives) only in the operation of the Thrifty Business.

8. Termination.

The termination provisions and post termination provisions set forth in the Franchise Agreements shall remain in full force and effect; provided, however, that the following shall be in addition to the terms and conditions set forth therein:

A. The Franchise Agreements shall be cross-defaulted, such that an event of default under one shall constitute an event of default under the other giving Hertz the right to terminate the Hertz Franchise Agreement in the event of a default under the Dollar or Thrifty Franchise Agreements or this Addendum, Dollar the right to terminate the Dollar Franchise Agreement in the event of a default under the Hertz or Thrifty Franchise Agreements or this Addendum, and Thrifty the right to terminate the Thrifty Franchise Agreement in the event of a default under the Hertz or Dollar Franchise Agreements or this Addendum;

B. Subject to the terms of this Addendum, in the event Franchisee gives notice to terminate the Hertz, Dollar or Thrifty Franchise Agreements, Hertz, Dollar or Thrifty, as applicable, shall have the right to terminate the remaining Franchise Agreements on the same date and at the same time as the Franchise Agreement terminated by the Franchisee; and

C. The following shall constitute additional events of default, in addition to the events of default listed in the Franchise Agreements, and shall result in automatic termination of the Franchise Agreements upon written notice by Hertz, Dollar or Thrifty, unless otherwise specified: (i) any action, operation, business practice or business use whereby the Hertz Marks, the Dollar Marks or the Thrifty Marks are used in any manner together, or in any combination, in violation of the Franchise Agreements, the Operations Guide, and/or this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice; (ii) any advertising, marketing or promotion whereby the Hertz Marks, the Dollar Marks or the Thrifty Marks are used together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, and/or this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice; (iii) any transfer, sale or other disposition of one or more of the Franchise Agreements without the express written consent of Hertz, Dollar and Thrifty; and (iv) any failure to comply with any provision of this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice.

9. Cross-Collateral.

The Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement and the Addendum shall be and are hereby cross-collateralized and cross-guaranteed, such that any and all collateral and guarantees securing obligations under one shall be collateral and guarantees securing and guaranteeing any and all of the obligations of the Franchisee under the others.

10. Unilateral Change.

Franchisee shall comply with all terms, conditions and agreements relating to operational requirements set forth in the Franchise Agreements and the Operations Guides. These standards will be published in the applicable Operations Guides by Hertz, Dollar and Thrifty. **Hertz, Dollar and Thrifty shall have the right to unilaterally modify or change the Operations Guides and any operating requirements related to the multiple-brand franchise granted herein at any time in order to change operating procedures, maintain the goodwill associated with the Hertz Marks, the Dollar Marks and Thrifty Marks, meet customer satisfaction demands and/or meet competition.** Without limiting the foregoing, Hertz, Thrifty and Dollar shall have the right, in their sole discretion, during the term of the Franchise Agreements and this Addendum, to limit Franchisee's access to proprietary and confidential information of other Hertz, Dollar or Thrifty franchisees, including, without limitation, attendance at Hertz, Thrifty or Dollar franchisee meetings.

11. Compliance with Franchise Agreements.

Franchisee shall comply with all terms, conditions, covenants and agreements set forth in the Franchise Agreements and the Operations Guides, unless specifically modified or amended by this Addendum.

12. General Terms.

A. Franchisee acknowledges that it has received, read and understood this Addendum; that Hertz, Dollar and Thrifty have adequately explained the provisions of the Addendum to Franchisee's satisfaction; and that Franchisee has been accorded ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

B. This Addendum, including the recitals above, contains the entire agreement between the Parties hereto with respect to the Parties' agreement to amend the Franchise Agreements. This Addendum supersedes all prior understandings and writings regarding the subject matters specified in this Addendum, and may be amended only in writing, signed by all Parties. Except to the extent specified in this Addendum, all other provisions of the Franchise Agreements, including any agreements, addenda and amendments with respect thereto, shall remain in full force and effect according to their terms, and shall apply, as applicable, to this Addendum.

C. The obligations in the Franchise Agreements and this Addendum, which, by their terms, require performance after the expiration or termination of the Franchise Agreements or this Addendum, shall be enforceable notwithstanding the expiration or termination of the Franchise Agreements or this Addendum for any reason whatsoever.

D. Under no circumstances shall Franchisee or Owner be entitled to receive the benefits under the Franchise Agreements or this Addendum or any other agreement with Hertz, Dollar or Thrifty or their Affiliates unless Franchisee and Owner continue to comply with all of their obligations under all such agreements.

E. This Addendum may be signed in counterparts and shall become effective upon its execution by all of the Parties, but its effective date shall be the date first above-written.

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

HERTZ SYSTEM, INC.
DOLLAR RENT A CAR, INC.
THRIFTY RENT-A-CAR SYSTEM, LLC

By: _____
Printed Name:
Title: President

FRANCHISEE
«Franchisee»

By: _____
Printed Name: «Entity_Signer»
Title: «Entity_Signer_Position»

OWNERS, each an individual

_____
«Owner_1_Name»

_____
«Owner_2_Name»

_____
«Owner_3_Name»

_____
«Owner_4_Name»

EXHIBIT C-2

MULTIPLE BRAND FRANCHISING ADDENDUM
(FOR EXISTING FRANCHISEES)

MULTIPLE-BRAND FRANCHISING ADDENDUM
TO HERTZ SYSTEM, INC., DOLLAR RENT A CAR, INC.
AND THRIFTY RENT-A-CAR SYSTEM, LLC FRANCHISE AGREEMENTS

This Multiple-Brand Franchising Addendum (the "**Addendum**") is made and entered into on [DATE] (the "**Effective Date**"), by and between Hertz System, Inc. ("**Hertz**"), Dollar Rent A Car, Inc. ("**Dollar**"), Thrifty Rent-A-Car System, LLC ("**Thrifty**") and «Franchisee» ("**Franchisee**") and «Franchisee_Owners», each an ("**Owner**") and collectively the ("**Owners**") (all referred to collectively as the "**Parties**").

RECITALS

WHEREAS, Hertz and Franchisee have entered into a Hertz System, Inc. Franchise Agreement, with all attachments thereto dated _____ (the "**Hertz Franchise Agreement**"), for the operation of a Hertz Business in the territory described in Attachment A to that agreement;

WHEREAS, Dollar and Franchisee have entered into a Dollar Rent A Car, Inc. Franchise Agreement, with all attachments thereto dated _____ (the "**Dollar Franchise Agreement**"), for the operation of a Dollar Business in the territory described in Attachment A to that agreement;

WHEREAS, Thrifty and Franchisee have entered into a Thrifty Rent-A-Car System, LLC Franchise Agreement, with all attachments thereto dated _____ (the "**Thrifty Franchise Agreement**"), for the operation of a Thrifty Business in the territory described in Attachment A to that agreement;

WHEREAS, the Hertz Franchise Agreement, the Dollar Franchise Agreement and the Thrifty Franchise Agreement are collectively referred to as the "**Franchise Agreements**";

WHEREAS, Hertz, Dollar, Thrifty and Franchisee desire to set forth certain terms and conditions for the multiple-brand operation of a Hertz Business, a Dollar Business and a Thrifty Business by Franchisee.

NOW, THEREFORE, the Parties to this Addendum, in consideration of each and every undertaking and commitment of each to the other set forth herein, the sufficiency of which is hereby acknowledged, mutually agree as follows:

TERMS

1. Defined Terms.

For purposes of this Addendum, the defined terms in the Franchise Agreements shall have the same meaning in this Addendum, unless specifically defined otherwise herein.

2. Territory.

The geographic territory to which this Addendum applies shall be the Franchised Territory set forth in Attachment A of the Hertz Franchise Agreement, the Franchised Territory set forth in Attachment A of the Dollar Franchise Agreement and the Franchised Territory set forth in Attachment A of the Thrifty Franchise Agreement.

3. Term.

The term of this Addendum shall be co-terminus with the terms of the Franchise Agreements.

4. Fees.

Franchisee shall pay all fees, charges, costs, expenses and other amounts required under the Franchise Agreements and the applicable Operations Guides.

5. Advertising.

Franchisee is prohibited from and shall not use the Hertz trademark and other proprietary marks (the "**Hertz Marks**"), the Dollar trademark and other proprietary marks (the "**Dollar Marks**") and the Thrifty trademark and other proprietary marks (the "**Thrifty Marks**") together, or in any combination, at any time in any form of advertising, promotion or marketing activities in any medium or in any paper or electronic directories, except as specifically authorized in the applicable Operations Guides, or otherwise in writing by Hertz, Dollar and Thrifty.

6. Multiple-Branding.

Franchisee is prohibited from and shall not use the Hertz Marks, the Dollar Marks and the Thrifty Marks together, or in any combination, at any time in the operation of the Hertz Business, the Dollar Business and the Thrifty Business ("**Multiple-Branding**"), unless specifically authorized herein, in the Operations Guides, or otherwise in writing by Hertz, Dollar and Thrifty. Hertz, Dollar and Thrifty, in their sole discretion, shall determine whether the Franchisee has violated this Section. Any part or operation of the Hertz Business, the Dollar Business or the Thrifty Business that is or would be visible to a customer shall be specifically branded or identified using the Hertz Marks, the Dollar Marks or the Thrifty Marks in accordance with the applicable Hertz Franchise Agreement, Dollar Franchise Agreement or Thrifty Franchise Agreement and the Operations Guides. Unless otherwise authorized by Hertz, Dollar and Thrifty, Franchisee shall not operate the Hertz Business, the Dollar Business and the Thrifty Business, or any combination of them, from the same building in any off-airport location. Without limiting this Section 6, unless otherwise authorized by Hertz, Dollar and Thrifty, Franchisee shall comply with the following requirements:

A. All facilities that service customers in any manner shall be branded separately and pursuant to the applicable Franchise Agreement, and shall comply with all requirements of the Operations Guides for displaying the Hertz Marks, the Dollar Marks, or the Thrifty Marks;

B. Franchisee shall maintain separate Hertz, Dollar and Thrifty rental counters in any area where there may be contact with customers or the public, so that it is clear to the public that the Hertz Business, the Dollar Business and the Thrifty Business are separate and distinct businesses;

C. Franchisee shall maintain separate Hertz, Dollar and Thrifty telephone numbers and lines and answer such telephone lines with the applicable Hertz, Dollar or Thrifty announcement;

D. Franchisee shall maintain separate Hertz, Dollar and Thrifty buses;

E. Franchisee shall not share counter employees at the Hertz, Dollar and Thrifty counters at the same time; and

F. Franchisee shall have separate and distinct customer employee uniforms and nametags for each of the Hertz Business, Dollar Business and Thrifty Business, in accordance with the system standards for the corresponding businesses.

7. Confidentiality.

Franchisee is prohibited from and shall not, without the prior written consent of Hertz, Dollar and Thrifty, share confidential and proprietary information of the Hertz System, the Dollar System and the Thrifty System among or between the Hertz Business, the Dollar Business and the Thrifty Business, and shall use confidential and proprietary information of the Hertz System (including, without limitation, the Operations Guides and other operational directives) only in the operation of the Hertz Business, confidential and proprietary information of the Dollar System (including, without limitation, Operations Guides and other operational directives) only in the operation of the Dollar Business and confidential and proprietary information of the Thrifty System (including, without limitation, Operations Guides and other operational directives) only in the operation of the Thrifty Business.

8. Termination.

The termination provisions and post termination provisions set forth in the Franchise Agreements shall remain in full force and effect; provided, however, that the following shall be in addition to the terms and conditions set forth therein:

A. The Franchise Agreements shall be cross-defaulted, such that an event of default under one shall constitute an event of default under the other giving Hertz the right to terminate the Hertz Franchise Agreement in the event of a default under the Dollar or Thrifty Franchise Agreements or this Addendum, Dollar the right to terminate the Dollar Franchise Agreement in the event of a default under the Hertz or Thrifty Franchise Agreements or this Addendum, and Thrifty the right to terminate the Thrifty Franchise Agreement in the event of a default under the Hertz or Dollar Franchise Agreements or this Addendum;

B. Subject to the terms of this Addendum, in the event Franchisee gives notice to terminate the Hertz, Dollar or Thrifty Franchise Agreements, Hertz, Dollar or Thrifty, as applicable, shall have the right to terminate the remaining Franchise Agreements on the same date and at the same time as the Franchise Agreement terminated by the Franchisee; and

C. The following shall constitute additional events of default, in addition to the events of default listed in the Franchise Agreements, and shall result in automatic termination of the Franchise Agreements upon written notice by Hertz, Dollar or Thrifty, unless otherwise specified: (i) any action, operation, business practice or business use whereby the Hertz Marks, the Dollar Marks or the Thrifty Marks are used in any manner together, or in any combination, in violation of the Franchise Agreements, the Operations Guide, and/or this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice; (ii) any advertising, marketing or promotion whereby the Hertz Marks, the Dollar Marks or the Thrifty Marks are used together, or in any combination, in violation of the Franchise Agreements, the Operations Guides, and/or this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice; (iii) any transfer, sale or other disposition of one or more of the Franchise Agreements without the express written consent of Hertz, Dollar and Thrifty; and (iv) any failure to comply with any provision of this Addendum, which is not cured to the satisfaction of Hertz, Dollar and Thrifty in their sole discretion within twenty (20) days of receipt of written notice.

9. Cross-Collateral.

The Hertz Franchise Agreement, the Dollar Franchise Agreement, the Thrifty Franchise Agreement and the Addendum shall be and are hereby cross-collateralized and cross-guaranteed, such that any and all collateral and guarantees securing obligations under one shall be collateral and guarantees securing and guaranteeing any and all of the obligations of the Franchisee under the others.

10. Unilateral Change.

Franchisee shall comply with all terms, conditions and agreements relating to operational requirements set forth in the Franchise Agreements and the Operations Guides. These standards will be published in the applicable Operations Guides by Hertz, Dollar and Thrifty. **Hertz, Dollar and Thrifty shall have the right to unilaterally modify or change the Operations Guides and any operating requirements related to the multiple-brand franchise granted herein at any time in order to change operating procedures, maintain the goodwill associated with the Hertz Marks, the Dollar Marks and Thrifty Marks, meet customer satisfaction demands and/or meet competition.** Without limiting the foregoing, Hertz, Thrifty and Dollar shall have the right, in their sole discretion, during the term of the Franchise Agreements and this Addendum, to limit Franchisee's access to proprietary and confidential information of other Hertz, Dollar or Thrifty franchisees, including, without limitation, attendance at Hertz, Thrifty or Dollar franchisee meetings.

11. Compliance with Franchise Agreements.

Franchisee shall comply with all terms, conditions, covenants and agreements set forth in the Franchise Agreements and the Operations Guides, unless specifically modified or amended by this Addendum.

12. General Terms.

A. Franchisee acknowledges that it has received, read and understood this Addendum; that Hertz, Dollar and Thrifty have adequately explained the provisions of the Addendum to Franchisee's satisfaction; and that Franchisee has been accorded ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

B. This Addendum, including the recitals above, contains the entire agreement between the Parties hereto with respect to the Parties' agreement to amend the Franchise Agreements. This Addendum supersedes all prior understandings and writings regarding the subject matters specified in this Addendum, and may be amended only in writing, signed by all Parties. Except to the extent specified in this Addendum, all other provisions of the Franchise Agreements, including any agreements, addenda and amendments with respect thereto, shall remain in full force and effect according to their terms, and shall apply, as applicable, to this Addendum.

C. The obligations in the Franchise Agreements and this Addendum, which, by their terms, require performance after the expiration or termination of the Franchise Agreements or this Addendum, shall be enforceable notwithstanding the expiration or termination of the Franchise Agreements or this Addendum for any reason whatsoever.

D. Under no circumstances shall Franchisee or Owner be entitled to receive the benefits under the Franchise Agreements or this Addendum or any other agreement with Hertz, Dollar or Thrifty or their Affiliates unless Franchisee and Owner continue to comply with all of their obligations under all such agreements.

E. This Addendum may be signed in counterparts and shall become effective upon its execution by all of the Parties, but its effective date shall be the date first above-written.

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, the Parties have entered into this Addendum on the date and year first written above.

HERTZ SYSTEM, INC.
DOLLAR RENT A CAR, INC.
THRIFTY RENT-A-CAR SYSTEM, LLC

By: _____
Printed Name:
Title: President

FRANCHISEE
«Franchisee»

By: _____
Printed Name: «Entity_Signer»
Title: «Entity_Signer_Position»

OWNERS, each an individual

_____
«Owner_1_Name»

_____
«Owner_2_Name»

_____
«Owner_3_Name»

_____
«Owner_4_Name»

EXHIBIT D
[INTENTIONALLY OMITTED]

EXHIBIT E
GUARANTEE OF PERFORMANCE

Docusign Envelope ID: A0C464CE-E7FC-44C8-A814-5447570A1609

GUARANTEE OF PERFORMANCE

For value received, The Hertz Corporation, a Delaware corporation (the "**Guarantor**"), located at 8501 Williams Road, Estero, Florida 33928, absolutely and unconditionally guarantees to assume the duties and obligations of Dollar Rent A Car, Inc., an Oklahoma corporation, located at 8501 Williams Road, Estero, Florida 33928 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of the Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Estero, Florida on March 20, 2026.

Guarantor:

The Hertz Corporation

DocuSigned by:
By: Mark E. Johnson
0B7D8872EB9A4ED...
Name: Mark E. Johnson
Title: Senior Vice President & Treasurer

EXHIBIT F
FINANCIAL STATEMENTS

THE HERTZ CORPORATION AND SUBSIDIARIES

Report of Independent Registered Public Accounting Firm

To the Stockholder and the Board of Directors of The Hertz Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of The Hertz Corporation and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income (loss), changes in stockholder's equity (deficit) and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Calculation of Non-Program Depreciation on Revenue Earning Vehicles in the Americas Rental Car ("RAC") Segment

Description of the Matter

For the year ended December 31, 2025, total depreciation of revenue earning vehicles and lease charges, net in the Americas RAC segment was $1,574 million. As discussed in Note 2 to the consolidated financial statements, depreciation rates are reviewed on a quarterly basis based on management's ongoing assessment of present and estimated future market conditions, the effect of these conditions on residual values at the expected time of disposal and the estimated holding period for revenue earning vehicles. The Company's revenue earning vehicles are comprised of vehicles that are subject to and are not subject to vehicle repurchase programs ("program vehicles" and "non-program vehicles," respectively). For program vehicles, the manufacturers guarantee the depreciation rate during established repurchase or auction periods, versus non-program vehicles where the Company estimates the period that the Company will hold the asset and the residual value of the vehicle at the expected time of disposal.

Auditing the Company's calculation of depreciation for non-program vehicles related to the Americas RAC segment was complex due to the significant estimation uncertainty and management's judgment to determine the estimated residual values at the expected time of disposal. The significant estimation uncertainty was primarily due to management's assumptions related to market conditions and their effect on estimated residual values. Additionally, auditing the calculation of depreciation was challenging due to the volume of data inputs utilized in management's calculation and their assessment of significant assumptions, including historical sales data and estimated residual values from multiple sources, including third-party sources, at varying levels of disaggregation.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of internal controls over the Company's measurement of depreciation expense for non-program vehicles related to the Americas RAC segment. For example, we tested controls over management's quarterly review of the depreciation rates, which included their procedures to validate the completeness and accuracy of the data used in the calculation and their assessment of significant assumptions, specifically the estimated residual values of non-program vehicles at the expected disposition related to the Americas RAC segment.

To test the depreciation calculation for non-program vehicles, our audit procedures included, among others, testing the completeness and accuracy of the underlying data by comparing historical sales data and vehicle information used in the calculation or in the assessment of significant assumptions to external sources and the Company's records. We evaluated the reasonableness of the residual value estimates made by management through reviewing third-party data, the Company's vehicle sales history, subsequent vehicle sales, and inquiries of management. We considered potential contrary evidence associated with the significant assumptions and judgments made by management related to its residual value estimates based on our review of third-party industry information.

Valuation of Self-insured Liabilities – Public Liability, Property Damage, and Liability Insurance Supplement related to the Americas Rental Car ("RAC") operations

Description of the Matter

As disclosed in Notes 2 and 15 to the consolidated financial statements, the Company's self-insured liabilities primarily include public liability, property damage, and liability insurance supplement. The Company records liabilities for these matters based on actuarially determined assumptions using historical claims experience. The liabilities include estimates for both reported accident claims not yet paid and claims incurred but not yet reported and are recorded on an undiscounted basis. The estimated self-insured liabilities as of December 31, 2025 were $508 million related to the Americas RAC operations. The adequacy of the liabilities is monitored quarterly based on accident claim history. If the Company's estimates change or if actual results differ, the amount of the recorded liabilities are adjusted to reflect these results.

Auditing the public liability, property damage, and liability insurance supplement components of the self-insured liabilities reserves related to the Americas RAC operations is complex and required the involvement of our actuarial specialists due to the complexity in the evaluation of the ultimate losses using actuarial assumptions.

How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design and tested the operating effectiveness of internal controls over the Company's public liability, property damage, and liability insurance supplement self-insured liabilities estimation process related to the Americas RAC operations. For example, we tested controls over management's review of the assumptions that are used in these self-insured liabilities calculations and the completeness and accuracy of the data underlying these self-insured liabilities. To test the valuation of the public liability, property damage, and liability insurance supplement self-insured liabilities reserves related to the Americas RAC operations, we performed audit procedures that included, among others, involving our internal actuarial specialists to assist us in developing an independent range and evaluating the methods used by management and the reasonableness of the assumptions using historical claims experience. We compared the Company's reserves to an independent range of estimates developed by our actuarial specialists based on the underlying claims data and independently selected assumptions.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2019.

Tampa, Florida

February 26, 2026

THE HERTZ CORPORATION AND SUBSIDIARIES

Report of Independent Registered Public Accounting Firm

To the Stockholder and the Board of Directors of The Hertz Corporation

Opinion on Internal Control Over Financial Reporting

We have audited The Hertz Corporation and subsidiaries' internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, The Hertz Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income (loss), changes in stockholder's equity (deficit) and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Tampa, Florida
February 26, 2026

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In millions, except par value and share data)

	December 31, 2025	December 31, 2024
ASSETS		
Cash and cash equivalents	$ 565	$ 591
Restricted cash and cash equivalents:		
Vehicle	317	258
Non-vehicle	285	283
Total restricted cash and cash equivalents	602	541
Total cash and cash equivalents and restricted cash and cash equivalents	1,167	1,132
Receivables:		
Vehicle	381	389
Non-vehicle, net of allowance of $91 and $58, respectively	729	816
Total receivables, net	1,110	1,205
Prepaid expenses and other assets	779	894
Revenue earning vehicles:		
Vehicles	14,039	12,714
Less: accumulated depreciation	(1,513)	(751)
Total revenue earning vehicles, net	12,526	11,963
Property and equipment, net	566	623
Operating lease right-of-use assets	2,257	2,088
Intangible assets, net	2,858	2,852
Goodwill	1,045	1,044
Total assets[(1)]	$ 22,308	$ 21,801
LIABILITIES AND STOCKHOLDER'S EQUITY		
Accounts payable:		
Vehicle	$ 342	$ 161
Non-vehicle	517	481
Total accounts payable	859	642
Accrued liabilities	1,231	1,174
Accrued taxes, net	131	158
Debt:		
Vehicle	11,629	11,231
Non-vehicle	5,425	5,104
Total debt	17,054	16,335
Operating lease liabilities	2,275	2,073
Self-insured liabilities	648	617
Deferred income taxes, net	353	476
Total liabilities[(1)]	22,551	21,475
Commitments and contingencies		
Stockholder's equity:		
Common stock, $0.01 par value, 3,000 shares authorized and 100 shares issued and outstanding	—	—
Additional paid-in capital	4,648	4,598
Retained earnings (Accumulated deficit)	(4,659)	(3,956)
Accumulated other comprehensive income (loss)	(232)	(316)
Total stockholder's equity (deficit)	(243)	326
Total liabilities and stockholder's equity (deficit)	$ 22,308	$ 21,801

(1) The Hertz Corporation's consolidated total assets as of December 31, 2025 and December 31, 2024 include total assets of VIEs of $1.3 billion and $1.4 billion, respectively, which can only be used to settle obligations of the VIEs. The Hertz Corporation's consolidated total liabilities as of December 31, 2025 and December 31, 2024 include total liabilities of VIEs of $1.3 billion and $1.4 billion, respectively, for which the creditors of the VIEs have no recourse to The Hertz Corporation. See "Pledges Related to Vehicle Financing" in Note 7, "Debt," for further information.

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Revenues	$ 8,504	$ 9,049	$ 9,371
Expenses:			
Direct vehicle and operating	5,489	5,689	5,455
Depreciation of revenue earning vehicles and lease charges, net	1,927	3,611	2,039
Non-vehicle depreciation and amortization	117	139	149
Selling, general and administrative	957	819	962
Interest expense, net:			
Vehicle	608	590	555
Non-vehicle	469	369	238
Interest expense, net	1,077	959	793
Other (income) expense, net	(3)	4	12
(Gain) on sale of non-vehicle capital assets	(144)	—	(162)
Legal settlement	(154)	—	—
Bankruptcy-related litigation reserve	24	292	—
Long-Lived Assets impairment	—	1,048	—
Total expenses	9,290	12,561	9,248
Income (loss) before income taxes	(786)	(3,512)	123
Income tax (provision) benefit	83	375	329
Net income (loss)	$ (703)	$ (3,137)	$ 452

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Net income (loss)	$ (703)	$ (3,137)	$ 452
Other comprehensive income (loss):			
Foreign currency translation adjustments	60	(74)	49
Net gain (loss) on pension and postretirement benefit plans	26	4	(5)
Reclassification from other comprehensive income (loss) to other (income) expense for amortization of actuarial net losses	3	4	4
Total other comprehensive income (loss) before income taxes	89	(66)	48
Income tax (provision) benefit related to pension and postretirement benefit plans	(5)	(1)	(1)
Income tax (provision) benefit related to reclassified amounts of net periodic costs on pension and postretirement benefit plans	—	(1)	(1)
Total other comprehensive income (loss)	84	(68)	46
Total comprehensive income (loss)	$ (619)	$ (3,205)	$ 498

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY (DEFICIT)
(In millions, except for share data)

Balance as of:	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholder's Equity (Deficit)
December 31, 2022	100	$ —	$ 4,844	$ (1,271)	$ (294)	$ 3,279
Net income (loss)	—	—	—	452	—	452
Other comprehensive income (loss)	—	—	—	—	46	46
Stock-based compensation charges	—	—	87	—	—	87
Dividends paid to Hertz Holdings	—	—	(321)	—	—	(321)
December 31, 2023	100	—	4,610	(819)	(248)	3,543
Net income (loss)	—	—	—	(3,137)	—	(3,137)
Other comprehensive income (loss)	—	—	—	—	(68)	(68)
Stock-based compensation charges	—	—	63	—	—	63
Stock-based compensation forfeitures[(1)]	—	—	(68)	—	—	(68)
Dividends paid to Hertz Holdings	—	—	(7)	—	—	(7)
December 31, 2024	100	—	4,598	(3,956)	(316)	326
Net income (loss)	—	—	—	(703)	—	(703)
Other comprehensive income (loss)	—	—	—	—	84	84
Stock-based compensation charges	—	—	63	—	—	63
Dividends paid to Hertz Holdings	—	—	(13)	—	—	(13)
December 31, 2025	100	$ —	$ 4,648	$ (4,659)	$ (232)	$ (243)

(1) Represents former CEO awards forfeited in March 2024. See also Note 9, "Stock-Based Compensation."

The accompanying notes are an integral part of these financial statements.

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Cash flows from operating activities:			
Net income (loss)	$ (703)	$ (3,137)	$ 452
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and reserves for revenue earning vehicles, net	2,148	3,983	2,422
Depreciation and amortization, non-vehicle	117	139	149
Amortization of deferred financing costs and debt discount (premium)	86	74	61
Non-cash PIK interest on Exchangeable Notes	21	—	—
Stock-based compensation charges	63	63	87
Stock-based compensation forfeitures	—	(68)	—
Provision for receivables allowance	127	120	93
Deferred income taxes, net	(132)	(459)	(380)
Long-Lived Assets impairment	—	1,048	—
(Gain) loss on sale of non-vehicle capital assets	(144)	—	(162)
Changes in financial instruments	(37)	7	117
Other	7	(27)	5
Changes in assets and liabilities:			
Non-vehicle receivables	(11)	23	(216)
Prepaid expenses and other assets	(10)	8	(39)
Operating lease right-of-use assets	437	386	365
Non-vehicle accounts payable	12	(14)	(48)
Accrued liabilities	63	324	(39)
Accrued taxes, net	(35)	21	1
Operating lease liabilities	(403)	(417)	(391)
Self-insured liabilities	22	152	(6)
Net cash provided by (used in) operating activities	1,628	2,226	2,471
Cash flows from investing activities:			
Revenue earning vehicles expenditures	(10,183)	(10,524)	(9,514)
Proceeds from disposal of revenue earning vehicles	8,086	7,678	5,498
Non-vehicle capital asset expenditures	(97)	(105)	(188)
Proceeds from disposal of non-vehicle capital assets	200	23	181
Return of (investment in) equity investments	(1)	(1)	(1)
Net cash provided by (used in) investing activities	(1,995)	(2,929)	(4,024)
Cash flows from financing activities:			
Proceeds from issuance of vehicle debt	5,931	3,873	6,043
Repayments of vehicle debt	(5,761)	(4,827)	(4,837)
Proceeds from issuance of non-vehicle debt	2,501	4,646	2,490
Repayments of non-vehicle debt	(2,168)	(2,966)	(2,018)
Payment of financing costs	(82)	(64)	(41)

THE HERTZ CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Purchase of Capped Call Transactions 2030, net	(38)	—	—
Dividends paid to Hertz Holdings	(13)	(7)	(321)
Net cash provided by (used in) financing activities	370	655	1,316
Effect of foreign currency exchange rate changes on cash and cash equivalents and restricted cash and cash equivalents	32	(26)	25
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents during the period	35	(74)	(212)
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period	1,132	1,206	1,418
Cash and cash equivalents and restricted cash and cash equivalents at end of period	$ 1,167	$ 1,132	$ 1,206
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest, net of amounts capitalized:			
Vehicle	$ 541	$ 511	$ 469
Non-vehicle	463	287	252
Income taxes, net of refunds[1]	80	53	33
Operating lease liabilities	655	589	547
Supplemental disclosures of non-cash information:			
Purchases of revenue earning vehicles included in accounts payable, net of incentives	$ 230	$ (19)	$ 171
Sales of revenue earning vehicles included in vehicle receivables	269	209	191
Purchases of non-vehicle capital assets included in accounts payable	13	3	16
Revenue earning vehicles and non-vehicle capital assets acquired through finance leases	65	57	69
Operating lease right-of-use assets obtained in exchange for lease liabilities	578	367	721

(1) See Note 11, "Income Tax (Provision) Benefit," for the disaggregation of income taxes paid, net of refunds by jurisdiction for the year ended December 31, 2025.

The accompanying notes are an integral part of these financial statements.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Background

Hertz Global Holdings, Inc. was incorporated in Delaware in 2015 to serve as the top-level holding company for Rental Car Intermediate Holdings, LLC, which wholly owns The Hertz Corporation, Hertz Global's primary operating company. Hertz was incorporated in Delaware in 1967 and is a successor to corporations that have been engaged in the vehicle rental and leasing business since 1918. Hertz operates its vehicle rental business globally primarily through the Hertz, Dollar and Thrifty brands from company-operated and franchisee locations in the U.S., Europe, Africa, Asia, Australia, Canada, the Caribbean, Latin America, the Middle East and New Zealand. The Company also sells vehicles through Hertz Car Sales.

Note 2—Significant Accounting Policies

Accounting Principles

The Company’s consolidated financial statements have been prepared in accordance with U.S. GAAP.

Principles of Consolidation

The consolidated financial statements of Hertz Global include the accounts of Hertz Global, its wholly owned and majority owned U.S. and international subsidiaries, and its VIEs, as applicable. The consolidated financial statements of Hertz include the accounts of Hertz, its wholly owned and majority owned U.S. and international subsidiaries, and its VIEs, as applicable. The Company consolidates a VIE when it is deemed the primary beneficiary of the VIE. All significant intercompany transactions have been eliminated in consolidation.

Use of Estimates and Assumptions

The use of estimates and assumptions as determined by management is required in the preparation of the consolidated financial statements in conformity with U.S. GAAP. These estimates are based on management’s evaluation of historical trends and other information available when the consolidated financial statements are prepared and may affect the amounts reported and related footnote disclosures. Actual results could differ from those estimates.

Significant estimates inherent in the preparation of the consolidated financial statements include depreciation of revenue earning vehicles, accounting for income taxes and related uncertain tax positions, self-insured liabilities and useful lives and impairment of long-lived tangible and indefinite-lived intangible assets including goodwill. Other estimates inherent in the preparation of the consolidated financial statements include reserves for litigation and other contingencies, pension costs and the valuation of stock-based compensation, among others.

Revenue Earning Vehicles

Revenue earning vehicles are stated at cost, net of related discounts and incentives from manufacturers. Generally, when revenue earning vehicles are acquired outside of a vehicle repurchase program (non-program), the Company estimates the period that the Company will hold the asset, primarily based on historical measures of the amount of rental activity (e.g., automobile mileage). The planned holding period of the Company's revenue earning vehicles as of December 31, 2025, typically averaged 27 months; however, certain vehicles in the fleet may have fallen above or below our average planned holding period. The Company also estimates the residual value of the applicable revenue earning vehicles at the expected time of disposal, taking into consideration factors such as make, model and options, age, physical condition, mileage, sale location, time of the year and market conditions. Depreciation is recorded over the estimated holding period. Depreciation rates are reviewed on a quarterly basis based on management's ongoing assessment of present and estimated future market conditions, their effect on residual values at the expected time of disposal and the estimated holding periods. Gains and losses on the sale of vehicles,

including the costs associated with disposals, are included in Depreciation of revenue earning vehicles and lease charges, net in the accompanying consolidated statements of operations.

For program vehicles, the manufacturers agree to repurchase the vehicles at a specified price or guarantee the depreciation rate on the vehicles during established repurchase or auction periods, subject to, among other things, certain vehicle condition, mileage and holding period requirements. Vehicle repurchase programs guarantee on an aggregate basis the residual value of the program vehicle upon sale according to certain parameters which include the holding period, mileage and condition of the vehicles.

Income Taxes

The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, the Company determines deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company recognizes deferred tax assets to the extent that the Company believes that these assets are more likely than not to be realized. In making such a determination, the Company considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under the tax law, and results of recent operations.

The Company records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (i) the Company determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (ii) for those tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

The Company recognizes interest and penalties related to unrecognized tax benefits on the income tax expense line in the accompanying consolidated statements of operations. Accrued interest and penalties are included in the related tax liability line in the accompany consolidated balance sheets.

The Company has elected to record tax on global intangible low-tax income (“GILTI”) on a current basis. GILTI is a U.S. tax on certain earnings of foreign subsidiaries that are subject to foreign tax below a certain threshold.

Self-insured Liabilities

Self-insured liabilities in the accompanying consolidated balance sheets primarily include public liability, property damage and liability insurance supplement. These represent an estimate for both reported accident claims not yet paid, and claims incurred but not yet reported and are recorded on an undiscounted basis. Reserve requirements are based on actuarially determined estimates using historical claims experience. The adequacy of the liability is monitored quarterly based on evolving accident claim history. If the Company's estimates change or if actual results differ from these assumptions, the amount of the recorded liability is adjusted to reflect these results.

Recoverability of Goodwill and Indefinite-lived Intangible Assets

The Company tests the recoverability of its goodwill and indefinite-lived intangible assets by performing an impairment analysis on an annual basis, as of October 1, and at interim periods when circumstances require as a result of a triggering event.

A goodwill impairment charge is calculated as the amount by which a reporting unit's carrying amount exceeds its fair value. For goodwill, fair value is determined using an income approach based on the discounted cash flows of each reporting unit. A reporting unit is an operating segment or a business one level below that operating segment

(the component level) if discrete financial information is prepared and regularly reviewed by segment management. Components are aggregated into a single reporting unit when they have similar economic characteristics. The Company has identified two reporting units (operating segments): Americas RAC and International RAC. The fair values of the reporting units are estimated using the net present value of discounted cash flows generated by each reporting unit and incorporate various assumptions related to discount rates, growth rates, cash flow projections, tax rates and terminal value rates specific to the reporting unit to which they are applied. Discount rates are determined based on the reporting unit's WACC. The Company's discounted cash flow projections are based upon reasonable and appropriate assumptions about the underlying business activities of the Company's reporting units.

In the impairment analysis for an indefinite-lived intangible asset, the Company compares the carrying value of the asset to its estimated fair value and recognizes an impairment charge whenever the carrying amount of the asset exceeds its estimated fair value. The estimated fair value for a tradename utilizes a relief-from-royalty income approach, which includes the Company's revenue projections for each asset, along with assumptions for royalty rates, tax rates and WACC.

Revenue Recognition

The Company recognizes two types of revenue: (i) lease revenue; and (ii) revenue from contracts with customers.

The Company reports revenues for taxes or non-concession fees collected from customers on behalf of governmental authorities on a net basis.

Vehicle Rental and Rental Related Revenues

The Company recognizes revenue from its vehicle rental operations when persuasive evidence of a contract exists, the performance obligations have been satisfied, the transaction price is fixed or determinable and collection is reasonably assured. Performance obligations associated with vehicle rental transactions are satisfied over the rental period, except for the portion associated with loyalty points, as further described below. Rental periods are short term in nature. Performance obligations associated with rental related activities, such as charges to the customer for the fueling and electric charging of vehicles and value-added services such as loss damage waivers, insurance products, navigation units, supplemental equipment and other consumables, are also satisfied over the rental period. Revenue from amounts that are charged to the customer, such as gasoline, vehicle licensing and airport concession fees, is recorded on a gross basis with a corresponding charge to direct vehicle and operating expense. The Company recognizes revenue related to collections from customers for vehicle damages. Sales commissions paid to third parties are generally expensed when incurred due to the short-term nature of the related transaction on which the commission was earned and are recorded within DOE. Payments are due from customers at the completion of the rental, except for customers with negotiated payment terms, generally net 30 days or less, which are invoiced and remain as accounts receivable until collected.

Loyalty Programs - The Company offers loyalty programs, primarily Hertz Gold+, wherein customers are eligible to earn loyalty points that are redeemable for free rental days or can be converted to loyalty points for redemption of products and services under loyalty programs of other companies. Each transaction that generates loyalty points results in the deferral of revenue equivalent to the retail value at the date the points are earned. The associated revenue is recognized when the customer redeems the loyalty points at some point in the future. The retail value of loyalty points is estimated based on the current retail value measured as of the date the loyalty points are earned, less an estimated amount representing loyalty points that are not expected to be redeemed ("breakage"). Breakage is reviewed on a quarterly basis and includes significant assumptions such as historical breakage trends and internal Company forecasts.

Customer Rebates - The Company has business customers that rent vehicles based on terms that have been negotiated through contracts with their employers, or other entities with which they are associated ("commercial contracts"), which can differ substantially from the terms on which the Company rents vehicles to the general public. Some of the commercial contracts contain provisions which allow for rebates to the entity based on achieving a

specific rental volume threshold. Rebates are treated as lease incentives and are recognized as a reduction of revenue at the time of the rental based on the rebate expected to be earned by the entity.

Licensee Revenue

The Company has franchise agreements which allow an independent entity to rent their vehicles under the Company's brands, primarily Hertz, Dollar or Thrifty, for a franchise fee. Franchise fees are earned over time for the duration of the franchise agreement and are typically based on the larger of a minimum payment or an amount representing a percentage of net sales of the franchised business. Franchise fees that relate to a future contract term, such as initial fees or renewal fees, are deferred and recognized over the term of the franchise agreement.

Ancillary Retail Vehicle Sales Revenue

Ancillary retail vehicle sales represent revenues generated from the sale of warranty contracts, financing and title fees, and other ancillary services associated with vehicles disposed of at the Company's retail outlets. These revenues are recorded at the point in time when the Company sells the product or provides the service to the customer. These revenues exclude the sale price of the vehicle, which is a component of the gain or loss on the disposition and is included in depreciation of revenue earning vehicles and lease charges, net in the accompanying consolidated statements of operations.

Contract Balances

The Company recognizes receivables and liabilities resulting from its contracts with customers. Contract receivables primarily consist of receivables from customers for vehicle rentals. Contract liabilities primarily consist of obligations to customers for prepaid vehicle rentals and related to the Company's points-based loyalty programs.

Cash and Cash Equivalents and Restricted Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and highly liquid investments with an original maturity of three months or less. The Company's cash and cash equivalents are invested in various investment grade institutional money market funds, and bank money market and interest-bearing accounts.

Restricted cash and cash equivalents include cash and cash equivalents that are not readily available for use in the Company's operating activities. Restricted cash and cash equivalents are primarily comprised of proceeds from the disposition of vehicles pledged under the terms of vehicle debt financing arrangements and are restricted for the purchase of revenue earning vehicles and other specified uses under the vehicle debt facilities, cash utilized as credit enhancement under those arrangements, proceeds from the Term C Loan which are utilized to collateralize letters of credit, and certain cash accounts supporting regulatory reserve requirements related to the Company's self-insurance. These funds are primarily held in demand deposit and money market accounts or in highly rated money market funds with investments primarily in government and corporate obligations.

Deposits held at financial institutions may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed upon demand and are maintained with financial institutions with reputable credit and therefore bear minimal credit risk. The Company limits exposure relating to financial instruments by diversifying the financial instruments among various counterparties, which consist of major financial institutions.

Receivables, Net of Allowance

Receivables are stated net of allowances and primarily represent credit extended to vehicle manufacturers, customers that satisfy defined credit criteria, and amounts due from customers resulting from damage to rental vehicles. The estimate of the allowance for doubtful accounts is based on the Company's future expected losses and its judgment as to the likelihood of ultimate payment. Actual receivables are written-off against the allowance for doubtful accounts when the Company determines the balance will not be collected. Estimates for future credit

memos are based on historical experience and are reflected as reductions to revenue in the accompanying consolidated statements of operations.

Property and Equipment, Net

The Company's property and equipment, net consisted of the following:

(In millions)	December 31, 2025	December 31, 2024
Land, buildings and leasehold improvements	$ 895	$ 905
Service vehicles, equipment and furniture and fixtures	422	450
Less: accumulated depreciation	(751)	(732)
Total property and equipment, net	$ 566	$ 623

Land is stated at cost and reviewed for impairment as further disclosed below in "Long-lived Assets."

Property and equipment are stated at cost and are depreciated utilizing the straight-line method over the estimated useful lives of the related assets. Estimated useful lives are as follows:

Buildings	Maximum 40 years
Furniture and fixtures	1 to 5 years
Service vehicles and equipment	1 to 25 years
Leasehold improvements	The lesser of the economic life or the lease term

Depreciation expense for property and equipment, net for the years ended December 31, 2025, 2024 and 2023 was $95 million, $115 million and $101 million, respectively.

The Company follows the practice of expensing maintenance and repair costs for service vehicles, furniture and fixtures, and equipment, including the cost of minor replacements.

Long-lived Assets

Long-lived assets are amortized using the straight-line method over the estimated economic lives of the assets, which range from one to forty years. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of an impairment loss for long-lived assets that management expects to hold and use is based on the estimated fair value of the asset. Long-lived assets to be disposed of are reported at the lower of carrying value or estimated fair value less costs to sell.

Finite-lived Intangible Assets

Finite-lived intangible assets include concession agreements, technology, customer relationships and other intangibles. Intangible assets with finite lives, including technology-related intangibles, are amortized using the straight-line method over the estimated economic lives of the assets, which range from two to fifteen years. Intangible assets with finite lives are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition.

Stock-Based Compensation

The Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award. That cost is to be recognized over the period during which the

employee is required to provide service in exchange for the award. Forfeitures are accounted for when they occur. The Company has estimated the fair value of options issued at the date of grant using a Black-Scholes option-pricing model, which includes assumptions related to volatility, expected term, dividend yield and risk-free interest rate.

The Company accounts for restricted stock unit ("RSU") and performance stock unit ("PSU") awards when granted as equity classified awards. For RSUs the expense is based on the grant-date fair value of the stock and the number of shares that vest, recognized over the service period. For any PSUs and performance share awards ("PSAs") granted, the expense is based on the grant-date fair value of the stock, recognized over a service period depending upon the applicable performance condition. For any PSUs and PSAs, the Company re-assesses the probability of achieving the applicable performance condition quarterly and adjusts the recognition of expense accordingly. The Company includes the excess tax benefit within income tax expense in the accompanying consolidated statements of operations when realized.

Fair Value Measurements

U.S. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in the principal market or, if none exists, the most advantageous market, for the specific asset or liability at the measurement date (referred to as the "exit price"). Fair value is a market-based measurement that is determined based upon assumptions that market participants would use in pricing an asset or liability, including consideration of nonperformance risk.

The Company assesses the inputs used to measure fair value using the three-tier hierarchy promulgated under U.S. GAAP. This hierarchy indicates the extent to which inputs used in measuring fair value are observable in the market.

Level 1: Inputs that reflect quoted prices for identical assets or liabilities in active markets that are observable.

Level 2: Inputs other than quoted prices included in Level 1 that are observable either directly or indirectly, including quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

Level 3: Inputs that are unobservable to the extent that observable inputs are not available for the asset or liability at the measurement date and include management's judgment about assumptions market participants would use in pricing the asset or liability.

Financial Instruments

The Company is exposed to a variety of market risks, including the effects of changes in interest rates, gasoline and diesel fuel prices and foreign currency exchange rates. The Company manages exposure to these market risks through regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. Financial instruments are viewed as risk management tools and have not been used for speculative or trading purposes. In addition, financial instruments are entered into with a diversified group of major financial institutions in order to manage the Company's exposure to counterparty nonperformance on such instruments. The Company measures all financial instruments at their fair value and does not offset the derivative assets and liabilities in its accompanying consolidated balance sheets. As the Company does not have financial instruments that are designated and qualify as hedging instruments, the changes in their fair value are recognized currently in the Company's operating results.

Foreign Currency Translation and Transactions

Assets and liabilities of international subsidiaries whose functional currency is the local currency are translated at the rate of exchange in effect on the balance sheet date; income and expenses are translated at the average

exchange rates throughout the year. The related translation adjustments are reflected in accumulated other comprehensive income (loss) in the accompanying consolidated balance sheets. Foreign currency exchange rate gains and losses resulting from transactions are included in selling, general and administrative expense in the accompanying consolidated statements of operations.

Advertising

Advertising production costs are deferred and expensed when the advertising first takes place. Advertising communication costs are expensed as incurred. Advertising costs are reflected as a component of selling, general and administrative expenses in the accompanying consolidated statements of operations and for the years ended December 31, 2025, 2024 and 2023 were $230 million, $264 million and $285 million, respectively.

Divestitures

The Company classifies long-lived assets and liabilities to be disposed of as held for sale in the period in which they are available for immediate sale in their present condition and the sale is probable and expected to be completed within one year. The Company initially measures assets and liabilities held for sale at the lower of their carrying value or fair value less costs to sell and assesses their fair value quarterly until disposed. When the divestiture represents a strategic shift that has (or will have) a major effect on the Company's operations and financial results, the disposal is presented as a discontinued operation.

Recently Issued Accounting Pronouncements

Adopted as of December 31, 2025

Improvements to Income Tax Disclosures ("ASU 2023-09")

In December 2023, the FASB issued guidance to enhance income tax disclosures related to, among other items, rate reconciliation and income taxes paid. The guidance is effective for annual periods beginning after December 15, 2024, where early adoption was permitted. The Company adopted the guidance on a prospective basis when it became effective and has included the required disclosures in this 2025 Annual Report.

Not Yet Adopted as of December 31, 2025

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued guidance to enhance disclosures related to, among other items, specified information about certain costs and expenses for commonly presented expense captions included in the financial statements. The guidance is effective for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027 using either a prospective or retrospective transition method. Early adoption is permitted. The Company expects to adopt the guidance when it becomes effective. The Company is in the process of determining the method of adoption and is continuing to assess the overall impact of adopting this guidance on its disclosures, but anticipates that the adoption will result in expanded disclosures.

Targeted Improvements to the Accounting for Internal-Use Software

In September 2025, the FASB issued guidance to modernize the accounting for internal-use software costs. The guidance removes references to prescriptive and sequential software development stages, and requires an entity to start capitalizing software costs when both of the following occur: (i) management has authorized and committed to funding the project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended. The guidance also specifies that disclosures in ASC 360, Property, Plant and Equipment, are required for all capitalized internal-use software costs, regardless of how those costs are presented in the financial statements.

The guidance is effective for annual periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods, using either a prospective, retrospective or modified transition approach. Early adoption is permitted. The Company expects to adopt the guidance when it becomes effective using a prospective application. The Company is in the process of assessing the overall impact of adopting this guidance on its financial position, results of operations and cash flows.

Note 3—Divestitures

Sale-Leasebacks of Non-Vehicle Capital Assets

In June 2025, the Company sold and leased back certain land and buildings, inclusive of site improvements, associated with operating sites in its Americas RAC segment. The Company recognized a total pre-tax gain of $89 million on the sales, which is included in (Gain) on sale of non-vehicle capital assets in the accompanying consolidated statement of operations for the year ended December 31, 2025. The land portions of the sales qualified for sale-leaseback accounting, and are accounted for as operating leases with terms of 40 years, inclusive of extensions the Company currently intends to exercise. The Company accounted for the buildings portion of the sales proceeds as financial liabilities, as the criteria for a sale were not met. The financial liabilities are classified as other non-vehicle debt and included in non-vehicle debt in the accompanying consolidated balance sheet as of December 31, 2025.

In July 2025, the Company sold and leased back certain real estate associated with two operating sites in its Americas RAC segment. The Company recognized a pre-tax gain of $39 million on the sales, which is included in (Gain) on sale of non-vehicle capital assets in the accompanying consolidated statement of operations for the year ended December 31, 2025. The sales qualified for sale-leaseback accounting, in which the leasebacks were classified as operating leases with a term of 50 years, inclusive of extensions the Company currently intends to exercise, and 15 years, respectively.

In December 2025, the Company sold and leased back certain real estate associated with an operating site in its Americas RAC segment. The Company recognized a pre-tax gain of $16 million on the sale, which is included in (Gain) on sale of non-vehicle capital assets in the accompanying consolidated statement of operations for the year ended December 31, 2025. The sale qualified for sale-leaseback accounting, in which the leaseback was classified as an operating lease with a term of 19 years.

In 2023, the Company sold and leased back its Los Angeles, California airport location in its Americas RAC segment. The transaction qualified for sale-leaseback accounting. The Company recognized a pre-tax gain of $133 million, which is included in (Gain) on sale of non-vehicle capital assets in the accompanying consolidated statement of operations for the year ended December 31, 2023. The leaseback is classified as an operating lease with a term of 36 months.

Sale of Non-Vehicle Capital Assets

In 2019, the Company substantially completed the sale of certain non-vehicle capital assets constituting real property, in an eminent domain proceeding, in its Americas RAC segment. In 2023, the Company received additional cash from the sale upon final resolution of the eminent domain proceeding and recognized an additional $29 million pre-tax gain on the sale, which is included in (Gain) on sale of non-vehicle capital assets in the accompanying consolidated statement of operations for the year ended December 31, 2023.

Note 4—Long-Lived Assets Impairment

During the third quarter of 2024, at the conclusion of the Company's historical peak rental season, there was a reduction in the cash flow projections in the Americas RAC and International RAC segments, indicating that the carrying values of their long-lived assets may not be recoverable. The reduction was largely attributed to the acceleration of the rental fleet rotation in the segments, where shortening the useful life reduced the potential future cash flows expected to be earned from the fleet. Operating cash flow projections also deteriorated from delayed

timing of operating cost improvements and longer timeframes associated with revenue maximization initiatives. As a result, the Company tested the recoverability of its long-lived assets, consisting of revenue earning vehicles, ROU assets and property and equipment (collectively, the "Long-Lived Assets") in its Americas RAC and International RAC segments by comparing the carrying values against undiscounted future cash flow projections and determined that an impairment existed.

Effective August 31, 2024, the Long-Lived Assets were written down to their estimated fair values. The fair value for revenue earning vehicles was determined using a market approach utilizing prices for similar assets in active markets. Fair value for ROU assets was determined using a discounted cash flow income approach considering estimated market rent. The fair value for property and equipment was determined using a market approach, where available, and where not available, a cost approach utilizing estimated replacement cost. This resulted in recognizing impairment charges of $923 million and $125 million against the Company's revenue earning vehicles and ROU assets, respectively. No impairment was recognized for property and equipment assets. The total impairment charge of $1.0 billion is recorded in Long-Lived Assets impairment in the accompanying consolidated statement of operations for the year ended December 31, 2024, of which $865 million and $183 million related to the Americas RAC and International RAC segments, respectively.

Note 5—Revenue Earning Vehicles

The components of revenue earning vehicles, net are as follows:

	December 31,	
(In millions)	2025	2024
Revenue earning vehicles	$ 13,848	$ 12,424
Less accumulated depreciation	(1,513)	(751)
	12,335	11,673
Revenue earning vehicles held for sale, net[1]	191	290
Revenue earning vehicles, net[2]	$ 12,526	$ 11,963

(1) Represents the carrying amount of non-program vehicles classified as held for sale as of the respective balance sheet date.

(2) Includes an impairment charge recognized against the Company's revenue earnings vehicles in the third quarter of 2024. See Note 4, "Long-Lived Assets Impairment," for further details.

Depreciation of revenue earning vehicles and lease charges, net includes the following:

	Years ended December 31,		
(In millions)	2025	2024	2023
Depreciation of revenue earning vehicles	$ 1,771	$ 2,896	$ 1,853
(Gain) loss on disposal of revenue earning vehicles[1][2]	64	673	157
Rents paid for vehicles leased	92	42	29
Depreciation of revenue earning vehicles and lease charges, net	$ 1,927	$ 3,611	$ 2,039

(1) Includes costs associated with the sales of vehicles of $246 million, $237 million and $187 million for the years ended December 31, 2025, 2024 and 2023, respectively.

(2) Includes the write-down to fair value for vehicles classified as held for sale, including the EV Disposal Groups, as defined and disclosed below, for the years ended December 31, 2024 and 2023.

Electric Vehicles Held for Sale

In December 2023, the Company identified a group of EVs in the Americas RAC segment (the "First EV Disposal Group") that it desired to sell. In March 2024, the Company identified an incremental group of EVs in the Americas RAC and International RAC segments (together with the First EV Disposal Group, the "EV Disposal Groups") that it also desired to sell. As of December 31, 2024, the sale of the EV Disposal Groups was substantially complete. During the year ended December 31, 2024, the Company incurred incremental charges, primarily in the first half of 2024, of $175 million for the write-down on the vehicles, of which $164 million and $11 million are associated with

the Americas RAC and International RAC segments, respectively, and $48 million for losses incurred on the vehicles sold, primarily in the Americas RAC segment, which amounts are included in Depreciation of revenue earning vehicles and lease charges, net in the accompanying consolidated statement of operations.

Note 6—Goodwill and Intangible Assets, Net

Recoverability of Goodwill and Indefinite-lived Intangible Assets

On an annual basis as of October 1, and at interim periods when circumstances require as a result of a triggering event as defined by ASC 350 - Intangibles, Goodwill and Other, the Company tests the recoverability of its goodwill and indefinite-lived intangible assets by performing an impairment analysis. An impairment is deemed to exist if the carrying value of goodwill or indefinite-lived intangible assets exceed their fair value as determined using Level 3 inputs under the U.S. GAAP fair value hierarchy. The reviews of fair value involve judgment and estimates, including projected revenues, long-term growth rates, royalty rates and discount rates, which the Company deems reasonable for this purpose.

The Company performed the goodwill impairment analyses using the income approach, a measurement using Level 3 inputs under the U.S. GAAP fair value hierarchy. In performing the impairment analyses, the weighted-average cost of capital used in the discounted cash flow model was calculated based upon the fair value of the Company's debt and share price with a debt-to-equity ratio comparable to the vehicle rental car industry. This present value model requires management to estimate future cash flows and forecasted EBITDA margins and capital investments of each reporting unit. The assumptions the Company used to estimate future cash flows and EBITDA margins are consistent with the assumptions that the reporting units use for internal planning purposes, which the Company believes would be generally consistent with that of a market participant. The discount rate used for each reporting unit ranged from 12.0% to 12.5%. Each of the Company's reporting units had a fair value that exceeded its respective carrying value, the lowest of which was greater than 25%.

The Company performed the intangible impairment analyses for indefinite-lived intangible assets using the relief-from-royalty income approach, a measurement using Level 3 inputs under the U.S. GAAP fair value hierarchy. The Company considered consistent factors as described above related to goodwill in addition to royalty rates. The assumptions the Company uses to estimate royalty rates are consistent with the assumptions that the reporting units use for internal planning purposes, which the Company believes would be generally consistent with that of a market participant. The discount rate used for each indefinite-lived intangible ranged from 12.0% to 13.0%. Each of the Company's indefinite-lived intangible assets had fair values that exceeded their respective carrying values by more than 25%.

Further deterioration in the Company’s cash flows or the weighted average cost of capital assumptions may result in an impairment charge to earnings in future quarters. The Company will continue to closely monitor actual results versus its expectations and the resulting impact to its assumptions about future estimated cash flows and the weighted average cost of capital. If the Company's expectations of the operating results, both in magnitude or timing, do not materialize, or if its weighted average cost of capital increases, the Company may be required to record goodwill and indefinite-lived intangible asset impairment charges, which could be material.

Goodwill

The following summarizes the changes in the Company's goodwill by segment:

(In millions)	Americas RAC segment	International RAC segment	Total
Balance as of January 1, 2025			
Goodwill	$ 1,028	$ 236	$ 1,264
Accumulated impairment losses	—	(220)	(220)
	1,028	16	1,044
Goodwill disposal and other changes during the period[1]	1	—	1
Balance as of December 31, 2025			
Goodwill	1,029	236	1,265
Accumulated impairment losses	—	(220)	(220)
	$ 1,029	$ 16	$ 1,045

(1) Primarily consists of changes resulting from the translation of foreign currencies at different exchange rates from the beginning of the period to the end of the period.

(In millions)	Americas RAC segment	International RAC segment	Total
Balance as of January 1, 2024			
Goodwill	$ 1,028	$ 236	$ 1,264
Accumulated impairment losses	—	(220)	(220)
	1,028	16	1,044
Goodwill disposal and other changes during the period	—	—	—
Balance as of December 31, 2024			
Goodwill	1,028	236	1,264
Accumulated impairment losses	—	(220)	(220)
	$ 1,028	$ 16	$ 1,044

Intangible Assets, Net

Intangible assets, net, consists of the following major classes:

(In millions)	December 31, 2025 Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:			
Customer-related	$ 269	$ (269)	$ —
Concession rights	402	(402)	—
Technology-related intangibles	244	(204)	40
Other[1]	33	(33)	—
Total	948	(908)	40
Indefinite-lived intangible assets:			
Tradenames[2]	2,794	—	2,794
Other[3]	24	—	24
Total	2,818	—	2,818
Total intangible assets, net	$ 3,766	$ (908)	$ 2,858

(In millions)	December 31, 2024 Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Amortizable intangible assets:			
Customer-related	$ 269	$ (269)	$ —
Concession rights	407	(407)	—
Technology-related intangibles	236	(202)	34
Other[1]	36	(35)	1
Total	948	(913)	35
Indefinite-lived intangible assets:			
Tradenames[2]	2,794	—	2,794
Other[3]	23	—	23
Total	2,817	—	2,817
Total intangible assets, net	$ 3,765	$ (913)	$ 2,852

(1) Other amortizable intangible assets primarily include reacquired franchise rights.

(2) As of December 31, 2025 and 2024, $2.2 billion was recorded in the Company's Americas RAC segment and $600 million in the Company's International RAC segment.

(3) Other indefinite-lived intangible assets primarily consist of reacquired franchise rights.

(In millions)	Years Ended December 31, 2025	2024	2023
Amortization of intangible assets	$ 22	$ 25	$ 48

The following table summarizes the Company's expected amortization expense based on its amortizable intangible assets as of December 31, 2025:

(In millions)	
2026	$ 14
2027	10
2028	6
2029	2
2030	2
After 2030	6
Total expected amortization expense	40

Note 7—Debt

The Company's debt, including its available credit facilities, consists of the following ($ in millions) as of December 31, 2025 and 2024:

Facility	Weighted-Average Interest Rate as of December 31, 2025	Fixed or Floating Interest Rate	Maturity	December 31, 2025	December 31, 2024
Non-Vehicle Debt					
First Lien RCF[1]	8.28%	Floating	3/2028	$ 395	$ 175
Term B Loan	7.52%	Floating	6/2028	1,242	1,255
Incremental Term B Loan	7.66%	Floating	6/2028	490	495
Term C Loan	7.52%	Floating	6/2028	245	245
First Lien Senior Notes	12.63%	Fixed	7/2029	1,250	1,250
Exchangeable Notes Due 2029[2]	8.00%	Fixed	7/2029	271	250
Exchangeable Notes Due 2030[3]	5.50%	Fixed	10/2030	425	—
Senior Notes Due 2026[4]	4.63%	Fixed	12/2026	200	500
Senior Notes Due 2029	5.00%	Fixed	12/2029	1,000	1,000
Other Non-Vehicle Debt[5][6]	9.02%	Fixed	6/2065	6	—
Fair Value of the Exchange Features 2029[7]	N/A	N/A	N/A	78	61
Fair Value of the Exchange Features 2030[8]	N/A	N/A	N/A	54	—
Unamortized Debt Issuance Costs[9] and Net (Discount) Premium[10][11]				(231)	(127)
Total Non-Vehicle Debt				5,425	5,104
Vehicle Debt					
HVF III U.S. ABS Program					
HVF III U.S. Vehicle Variable Funding Notes					
HVF III Series 2021-A Class A[12]	5.48%	Floating	5/2027	1,237	2,162
HVF III Series 2021-A Class B[12]	9.28%	Fixed	8/2027	300	188
				1,537	2,350
HVF III U.S. Vehicle Medium Term Notes					
HVF III Series 2021-2[12]	2.12%	Fixed	12/2026	2,000	2,000
HVF III Series 2022-1[12]	N/A	N/A	N/A	—	750
HVF III Series 2022-2[12]	2.78%	Fixed	6/2027	750	750

Facility	Weighted-Average Interest Rate as of December 31, 2025	Fixed or Floating Interest Rate	Maturity	December 31, 2025	December 31, 2024
HVF III Series 2022-4[12]	N/A	N/A	N/A	—	667
HVF III Series 2022-5[12]	4.39%	Fixed	9/2027	364	364
HVF III Series 2023-1[12]	6.17%	Fixed	6/2026	500	500
HVF III Series 2023-2[12]	6.30%	Fixed	9/2028	300	300
HVF III Series 2023-3[12]	6.46%	Fixed	2/2027	500	500
HVF III Series 2023-4[12]	6.66%	Fixed	3/2029	500	500
HVF III Series 2024-1[12]	5.98%	Fixed	1/2028	375	375
HVF III Series 2024-2[12]	6.03%	Fixed	1/2030	375	375
HVF III Series 2025-1[12]	5.36%	Fixed	9/2028	500	—
HVF III Series 2025-2[12]	5.61%	Fixed	9/2030	500	—
HVF III Series 2025-3[12]	5.54%	Fixed	12/2028	375	—
HVF III Series 2025-4[12]	5.92%	Fixed	12/2030	310	—
HVF III Series 2025-5[12]	5.01%	Fixed	5/2029	450	—
HVF III Series 2025-6[12]	5.31%	Fixed	5/2031	550	—
				8,349	7,081
Vehicle Debt - Other					
European ABS[12]	4.48%	Floating	4/2027	965	1,037
Hertz Canadian Securitization[12]	4.11%	Floating	4/2027	307	292
Australian Securitization[12]	5.20%	Floating	6/2027	228	207
New Zealand RCF	5.49%	Floating	8/2027	64	63
U.K. Financing Facility	N/A	N/A	N/A	—	153
U.K. ABS	5.79%	Floating	3/2028	109	—
Other Vehicle Debt[13]	6.26%	Floating	1/2026 - 7/2028	120	97
				1,793	1,849
Unamortized Debt Issuance Costs and Net (Discount) Premium				(50)	(49)
Total Vehicle Debt				11,629	11,231
Total Debt				$ 17,054	$ 16,335

N/A - Not applicable

(1) In January 2026, the Company made a payment for the stipulated amount of $346 million in connection with the case captioned Wells Fargo Bank, National Association v. The Hertz Corporation, et. al., as further disclosed in Note 15, "Contingencies and Off-Balance Sheet Commitments," which was funded through borrowings under the First Lien RCF.

(2) The effective interest rate of the Exchangeable Notes Due 2029, inclusive of the bifurcated Exchange Features 2029, as defined and disclosed in Note 13, "Fair Value Measurements," and PIK interest, was approximately 16.4% and 15.0% as of December 31, 2025 and 2024, respectively.

(3) The effective interest rate of the Exchangeable Notes Due 2030, inclusive of the bifurcated Exchange Feature 2030, as disclosed below, was approximately 12.0% as of December 31, 2025.

(4) In December 2025, Hertz redeemed $300 million aggregate amount of the principal outstanding.

(5) Other non-vehicle debt as of December 31, 2025 is comprised of $6 million in financial liabilities recognized from the sales of certain non-vehicle capital assets, as disclosed in Note 3, "Divestitures."

(6) Reflects the effective interest rate of other non-vehicle debt.

(7) Reflects the fair value of the Exchange Features 2029, as defined and disclosed in Note 13, "Fair Value Measurements."

(8) Reflects the fair value of the Exchange Feature 2030, as disclosed in Note 13, "Fair Value Measurements."

(9) Includes unamortized debt issuance costs of $8 million and $20 million associated with the Exchangeable Notes Due 2029 and Exchangeable Notes Due 2030, respectively, as of December 31, 2025, and $9 million associated with the Exchangeable Notes Due 2029 as of December 31, 2024.

(10) Includes $79 million and $103 million as of December 31, 2025 of unamortized discounts associated with the initial recognition of the Exchange Features 2029, as defined and disclosed in Note 13, "Fair Value Measurements," and the Exchange Feature 2030, respectively, and $68 million as of December 31, 2024, associated with the initial recognition of the Exchange Feature 2029, as defined Note 13, "Fair Value Measurements.

(11) Includes $4 million of unamortized debt discount associated with the Exchangeable Notes Due 2029 as of December 31, 2025 and 2024.

(12) Maturity reference is to the earlier "expected final maturity date" as opposed to the subsequent "legal final maturity date." The expected final maturity date is the date by which Hertz and investors in the relevant indebtedness originally expect the outstanding principal of the relevant indebtedness to be repaid in full. The legal final maturity date is the date on which the outstanding principal of the relevant indebtedness is legally due and payable in full.

(13) Other vehicle debt is primarily comprised of $105 million and $94 million in finance lease obligations as of December 31, 2025 and 2024, respectively.

Non-Vehicle Debt

First Lien Credit Agreement / First Lien RCF

First Lien RCF: As of December 31, 2025, ABR Loans and Canadian Prime Rate Loans, as defined under the First Lien Credit Agreement, bear interest at the relevant benchmark rate plus an applicable margin of 2.50%. In addition, the pricing for U.S. dollar, Eurodollar, Sterling and Canadian dollar loans are equal to a local currency benchmark plus a margin of 3.50%. The above referenced margins are dependent upon Hertz's consolidated total corporate leverage ratio, as defined in the First Lien Credit Agreement. The First Lien RCF matures in March 2028.

On April 1 2025, Amendment No. 8 expired. Amendment No. 8 contained a minimum liquidity covenant of $400 million for each month ending in the second and third quarters of 2024 and $500 million for each month ending in the fourth quarter of 2024 and the first quarter of 2025. Amendment No. 8 also temporarily amended Hertz's compliance with the First Lien Ratio, as defined within the First Lien Credit Agreement and may be materially different than Adjusted Corporate EBITDA presented in Part II, Item 7 of this 2025 Annual Report, to require a ratio of less than or equal to 5.0x in the second and third quarters of 2024 and 4.75x in the fourth quarter of 2024 and first quarter of 2025. Upon expiration of Amendment No. 8, the First Lien Ratio reverted to a requirement of less than or equal to 3.0x in the first and last quarters of the calendar year and 3.5x in the second and third quarters of the calendar year.

In May 2025, Hertz entered into Amendment No. 10, which provided for the extension of the maturity date of $1.7 billion of commitments under Hertz's existing $2.0 billion First Lien RCF from June 2026 to March 2028, subject to a springing maturity date (as defined in the First Lien Credit Agreement) and made certain other amendments to the First Lien Credit Agreement. Hertz will have access to up to $2.0 billion under the First Lien RCF until June 2026, and thereafter the aggregate amount of commitments under the First Lien RCF will be $1.7 billion until March 2028, after giving effect to the terms of Amendment No. 10.

Amendment No. 10 also contains a minimum liquidity covenant, consistent with that of Amendment No. 8, which requires $400 million for each month ending in the second and third quarters of the calendar year and $500 million for each month ending in the first and fourth quarter of the calendar year. Amendment No. 10 also adds certain limitations, including with respect to Restricted Payments and Permitted Investments (each as defined in the First Lien Credit Agreement). Under the terms of Amendment No. 10, the minimum liquidity covenant and certain restrictions will sunset upon the end of the Relief Period (as defined in the First Lien Credit Agreement).

Exchangeable Notes Due 2029

In June 2024, Hertz issued $250 million in aggregate principal amount of the Exchangeable Notes Due 2029. The Exchangeable Notes Due 2029 bear PIK interest payable semi-annually in arrears on January 15 and July 15, which began in January 2025, whereby PIK interest increases the principal amount of the Exchangeable Notes Due 2029 upon each Semi-annual PIK Event. In connection with the Semi-annual PIK Event in the first and third

quarters of 2025, the Company increased the principal amount of the Exchangeable Notes Due 2029 by $11 million and $10 million, respectively.

Upon issuance, the Company bifurcated the Exchange Feature 2029, as defined in Note 13, "Fair Value Measurements," from the Exchangeable Notes Due 2029 for accounting purposes utilizing applicable guidance. As a result, the Company recognized a debt discount of $68 million within non-vehicle debt, representing the initial fair value of the Exchange Feature 2029. Additionally, for each Semi-annual PIK Event, the Company bifurcates the Exchange Feature 2029 PIK from the Exchangeable Notes Due 2029 for accounting purposes utilizing applicable guidance. As a result, the Company has recognized a debt discount of $11 million within non-vehicle debt representing the initial fair values. Refer to Note 13, "Fair Value Measurements," for further details.

Prior to April 15, 2029, the Exchangeable Notes Due 2029 will be exchangeable only upon satisfaction of certain conditions and during certain periods. Thereafter, the Exchangeable Notes Due 2029 will be exchangeable at any time until the close of business on the second scheduled trading day immediately preceding the Maturity Date 2029. The Exchangeable Notes Due 2029 will be exchangeable by holders into shares of Hertz Global common stock, cash or a combination of common stock and cash, at the Company's election, at an initial exchange rate of 150.9388 shares per $1,000 principal amount of Exchangeable Notes Due 2029, corresponding to an initial exchange price of $6.6252 per share, subject to adjustment upon the occurrence of certain events.

The Company may redeem the Exchangeable Notes Due 2029 on or after July 20, 2027 and on or prior to the 31st scheduled trading day immediately preceding the Maturity Date 2029, if the last reported sale price per share of Hertz Global common stock has been at least 250% of the exchange price for the Exchangeable Notes Due 2029 for certain specified periods. The Company may redeem all (but not part) of the Exchangeable Notes Due 2029 at a cash redemption price equal to the initial principal amount of the Exchangeable Notes Due 2029 to be redeemed plus PIK interest on such Exchangeable Notes Due 2029 for each interest payment date occurring on or prior to the redemption date plus accrued and unpaid PIK interest on such Exchangeable Notes Due 2029 to, but not including, the redemption date.

The net carrying amount of the Exchangeable Notes Due 2029 consists of the following:

(In millions)	December 31, 2025	December 31, 2024
Principal	$ 250	$ 250
Non-cash PIK interest	21	—
Unamortized debt discounts and issuance costs[1]	(12)	(13)
Unamortized discounts associated with the Exchange Features 2029[2]	(67)	(65)
Fair value of the Exchange Features 2029[3]	78	61
Net carrying amount	$ 270	$ 233

(1) Debt issuance costs are amortized to non-vehicle interest expense over the term of the Exchangeable Notes Due 2029 using the effective interest method.

(2) Reflects the unamortized discount associated with the Exchange Features 2029, as defined in Note 13, "Fair Value Measurements," net of accretive interest which is amortized to non-vehicle interest expense over the term of the Exchangeable Notes Due 2029 using the effective interest method.

(3) As defined and further disclosed in Note 13, "Fair Value Measurements."

Interest expense recognized for the Exchangeable Notes Due 2029 consists of the following:

	Year ended December 31,		
(In millions)	2025	2024	2023
Non-cash PIK interest	$ 21	$ 10	$ —
Amortization of debt discount and debt issuance costs	2	1	—
Accretive interest	9	3	—
(Gain) loss on fair value of the Exchange Features 2029[1]	6	(7)	—
Total	$ 38	$ 7	$ —

(1) As defined and further disclosed in Note 13, "Fair Value Measurements."

Exchangeable Notes Due 2030

In September 2025, Hertz issued $425 million in aggregate principal amount of the Exchangeable Notes Due 2030, which are guaranteed by Hertz Holdings, Rental Car Intermediate Holdings, LLC and each of Hertz's existing and future, direct and indirect, U.S. subsidiaries that are guarantors under the First Lien Credit Agreement. The Exchangeable Notes Due 2030 bear interest at a rate of 5.500% per year, payable semi-annually in arrears on April 1 and October 1 of each year, beginning on April 1, 2026. The Exchangeable Notes Due 2030 mature on October 1, 2030, unless earlier repurchased, redeemed or exchanged, in accordance with their terms prior to the Maturity Date 2030.

Prior to July 1, 2030, the Exchangeable Notes Due 2030 will be exchangeable only upon satisfaction of certain conditions and during certain periods. Thereafter, the Exchangeable Notes Due 2030 will be exchangeable at any time until the close of business on the second scheduled trading day immediately preceding the Maturity Date 2030. The Exchangeable Notes Due 2030 will be exchangeable by holders into shares of Hertz Global common stock, cash or a combination of common stock and cash, at Hertz's election, at an initial exchange rate of 108.2808 shares per $1,000 principal amount of Exchangeable Notes Due 2030, corresponding to an initial exchange price of $9.24 per share of Hertz Global common stock, subject to adjustment upon the occurrence of certain events.

Hertz may not redeem the Exchangeable Notes Due 2030 prior to October 6, 2028. On or after October 6, 2028 and on or prior to the 26th scheduled trading day immediately preceding the Maturity Date 2030, if the last reported sale price per share of Hertz Global common stock has been at least 130% of the exchange price for the Exchangeable Notes Due 2030 for certain specified periods and certain other conditions are satisfied, Hertz may redeem all or a portion (subject to certain limitations) of the Exchangeable Notes Due 2030. The redemption will be at a cash redemption price equal to the principal amount of the Exchangeable Notes Due 2030 to be redeemed plus accrued and unpaid interest on such Exchangeable Notes Due 2030 to, but not including, the redemption date.

Upon issuance of the Exchangeable Notes Due 2030, the Company bifurcated the Exchange Feature 2030 from the Exchangeable Notes Due 2030 for accounting purposes utilizing applicable guidance. As a result, the Company recognized a debt discount of $103 million within non-vehicle debt, representing the initial fair value of the Exchange Feature 2030. Refer to Note 13, "Fair Value Measurements," for further details.

The net carrying amount of the Exchangeable Notes Due 2030 consists of the following:

(In millions)	December 31, 2025	December 31, 2024
Principal	$ 425	$ —
Unamortized debt issuance costs[1]	(20)	—
Unamortized discounts associated with the Exchange Feature 2030[2]	(99)	—
Fair value of the Exchange Feature 2030[3]	54	—
Net carrying amount	$ 360	$ —

(1) Debt issuance costs are amortized to non-vehicle interest expense over the term of the Exchangeable Notes Due 2030 using the effective interest method.

(2) Reflects the unamortized discount associated with the Exchange Feature 2030, net of accretive interest which is amortized to non-vehicle interest expense over the term of the Exchangeable Notes Due 2030 using the effective interest method.

(3) As further disclosed in Note 13, "Fair Value Measurements."

Interest expense recognized for the Exchangeable Notes Due 2030 consists of the following:

	Year ended December 31,		
(In millions)	2025	2024	2023
Contractual interest expense	$ 6	$ —	$ —
Amortization of debt issuance costs	1	—	—
Accretive interest	4	—	—
(Gain) loss on fair value of Exchange Feature 2030[1]	(49)	—	—
Total	$ (38)	$ —	$ —

(1) As further disclosed in Note 13, "Fair Value Measurements."

Vehicle Debt

HVF III U.S. ABS Program

In June 2021, Hertz established the HVF III securitization platform (the "HVF III U.S. ABS Program") to facilitate its financing activities relating to vehicles used by Hertz in the U.S. vehicle rental operations. HVF III is the issuer of variable funding notes and medium-term notes under the HVF III U.S. ABS Program. HVF III entered into a base indenture that permits it to issue term and variable funding rental car asset-backed securities, secured by a collateral pool consisting primarily of the rental vehicles used in the Company's U.S. vehicle rental operations and the related incentive and repurchase program vehicle receivables. Within each series of HVF III U.S. Vehicle Medium Term Notes, the issued notes are subordinated based on class.

From time to time, Hertz or any of its subsidiaries (all affiliates of HVF III), at their discretion, may purchase and retain any part or portion of an issued notes' series or class within a series under the HVF III U.S. ABS Program depending on market conditions and other factors at the time of issuance. In addition, any retained notes issued under the HVF III U.S. ABS Program may be sold to third parties at a subsequent date or may be sold and repurchased under the Repurchase Facilities, as disclosed below, in each case, depending on market conditions and other factors at the time.

References to the HVF III U.S. ABS Program include HVF III's U.S. Vehicle Variable Funding Notes and HVF III's U.S. Vehicle Medium Term Notes.

HVF III U.S. Vehicle Variable Funding Notes

In May 2025, HVF III amended the HVF III Series 2021-A Notes, which provided for the extension of the maturity date of $2.9 billion of aggregate commitments of Class A Notes from April 2026 to May 2027. In August 2025, $780 million in non-extending commitments were voluntarily terminated.

In June 2025, HVF III amended the HVF III Series 2021-A Notes to issue new Class B Notes in which aggregate commitments were increased from $188 million to $300 million and the maturity date was extended to June 2027. The Class B Notes are subordinate to the Class A Notes.

In August 2025, HVF III amended the HVF III Series 2021-A Notes to permit borrowings and repayments of principal under the Class B Notes and to allow for future issuance of a Class C tranche of notes.

HVF III U.S. Vehicle Medium Term Notes ("MTNs")

In March 2025, HVF III issued the Series 2025-1 (Class A, Class B, Class C and Class D) and Series 2025-2 Notes (Class A, Class B, Class C and Class D) each in aggregate principal amount of $500 million with maturity dates of September 2028 and September 2030, respectively.

In June 2025, HVF III issued the Series 2025-3 (Class A, Class B, Class C and Class D) and Series 2025-4 Notes (Class A, Class B, Class C and Class D) in aggregate principal amounts of $375 million and $310 million with maturity dates of December 2028 and December 2030, respectively.

In December 2025, HVF III issued the Series 2025-5 (Class A, Class B, Class C and Class D) and Series 2025-6 Notes (Class A, Class B, Class C and Class D) in aggregate principal amounts of $450 million and $550 million with maturity dates of May 2029 and May 2031, respectively.

There is subordination within each of the preceding series based on class.

Vehicle Debt-Other

European ABS

The European ABS is the primary vehicle financing facility for the Company's vehicle rental operations in France, the Netherlands, Germany, Spain and Italy. The lenders under the European ABS have been granted a security interest in the owned rental vehicles used in the Company's vehicle rental operations in these countries and certain contractual rights related to such vehicles.

In May 2025, IFF No. 2 amended the European ABS, which provided for the extension of the maturity date of total aggregate maximum borrowings of €1.2 billion, inclusive of the addition of Class B Notes, to April 2027. In August 2025, €129 million of non-extending commitments were voluntarily terminated.

In July 2025, IFF No. 2 amended the European ABS for the issuance of Class C Notes in an aggregate principal amount of €100 million. The Class C Notes can be drawn and repaid on a revolving basis and have a maturity date of April 2027. After giving effect to the issuance of the Class C Notes, total aggregate maximum borrowings available under the European ABS are €1.3 billion until April 2027.

Hertz Canadian Securitization

Hertz maintains a financing through TCL Funding Limited Partnership, a bankruptcy remote, indirect, wholly owned, special purpose subsidiary of Hertz, for the purpose of financing its rental car fleet operations in Canada (the "Hertz Canadian Securitization").

In May 2025, the Hertz Canadian Securitization was amended to extend the maturity date to April 2027.

Australian Securitization

Hertz maintains a financing through HA Fleet Pty. Limited, an indirect wholly owned subsidiary of Hertz, for the purpose of financing its rental car fleet operations in Australia (the "Australian Securitization"). HA Fleet Pty. Limited serves as the issuer under the Australian Securitization. The lender under the Australian Securitization has been granted a security interest primarily in the owned rental vehicles used in its vehicle rental operations in Australia and certain contractual rights related to such vehicles.

In June 2025, the Australian Securitization was amended to extend the maturity date to June 2027.

New Zealand RCF

Hertz maintains a financing through Hertz New Zealand Holdings Limited ("Hertz New Zealand"), an indirect wholly owned subsidiary of Hertz, for the purpose of financing its rental car fleet operations in New Zealand. Hertz New Zealand is the borrower under a credit agreement that provides for aggregate maximum borrowings on a revolving basis under an asset-based revolving credit facility (the “New Zealand RCF”).

In August 2025, the New Zealand RCF was amended to extend the maturity date to August 2027.

U.K. ABS

The U.K. ABS is intended to be the primary vehicle financing facility for the Company's vehicle rental fleet in the U.K., in which the lenders under the U.K. ABS are granted a security interest in the owned rental vehicles used in the Company's vehicle rental operations in the U.K. and certain contractual rights related to such vehicles.

In December 2024, HFF entered into the U.K. ABS. Upon entrance, the U.K. ABS was not funded. During the first quarter of 2025, the U.K. ABS aggregate maximum borrowings were increased to £215 million.

In December 2025, the U.K. ABS was amended to extend the maturity date to March 2028.

Maturities

As of December 31, 2025, the nominal amounts of maturities of debt for each of the years ending December 31 are as follows:

(In millions)	2026	2027	2028	2029	2030	After 2030
Other Non-Vehicle Debt	$ 284	$ 18	$ 2,270	$ 2,250	$ —	$ 6
Exchangeable Notes Due 2029	—	—	—	271	—	—
Exchangeable Notes Due 2030	—	—	—	—	425	—
Total Non-Vehicle Debt	284	18	2,270	2,521	425	6
Vehicle Debt	2,901	4,742	1,676	938	964	458
Total	$ 3,185	$ 4,760	$ 3,946	$ 3,459	$ 1,389	$ 464

The Company has reviewed its debt facilities and determined that it is probable that the Company will be able, and has the intent, to refinance these facilities at such times as the Company determines appropriate prior to their respective maturities.

Borrowing Capacity and Availability

Borrowing capacity and availability comes from the Company's revolving credit facilities, which are a combination of variable funding asset-backed securitization facilities, cash-flow based revolving credit facilities, asset-based revolving credit facilities and the First Lien RCF. Creditors under each such asset-backed securitization facility and asset-based revolving credit facility have a claim on a specific pool of assets as collateral. With respect to each such asset-backed securitization facility and asset-based revolving credit facility, the Company refers to the amount of debt it can borrow given a certain pool of assets as the borrowing base.

The Company refers to "Remaining Capacity" as the maximum principal amount of debt permitted to be outstanding under the respective facility (i.e., with respect to a variable funding asset-backed securitization facility or asset-based revolving credit facility, the amount of debt the Company could borrow assuming it possessed sufficient assets as collateral) less the principal amount of debt then-outstanding under such facility and, in the case of the First Lien RCF, less any issued standby letters of credit. With respect to a variable funding asset-backed securitization facility or asset-based revolving credit facility, the Company refers to "Availability Under Borrowing Base Limitation" as the lower of Remaining Capacity or the borrowing base less the principal amount of debt then-outstanding under such facility (i.e., the amount of debt that can be borrowed given the collateral possessed at such time).

The following facilities were available to the Company as of December 31, 2025 and are presented net of any outstanding letters of credit:

(In millions)	Remaining Capacity	Availability Under Borrowing Base Limitation
Non-Vehicle Debt		
First Lien RCF[(1)]	$ 924	$ 924
Total Non-Vehicle Debt	924	924
Vehicle Debt		
HVF III Series 2021-A	1,623	—
European ABS	577	—
Hertz Canadian Securitization	40	—
Australian Securitization	—	—
New Zealand RCF	6	1
U.K. ABS	181	—
Other Vehicle Debt	42	—
Total Vehicle Debt	2,469	1
Total[(1)]	$ 3,393	$ 925

(1) In January 2026, the Company made a payment for the stipulated amount of $346 million in connection with the case captioned Wells Fargo Bank, National Association v. The Hertz Corporation, et. al., as further disclosed in Note 15, "Contingencies and Off-Balance Sheet Commitments," which was funded through borrowings under the First Lien RCF.

Letters of Credit

As of December 31, 2025, there were outstanding standby letters of credit totaling $995 million comprised primarily of $681 million issued under the First Lien RCF and $245 million issued under the Term C Loan. As of December 31, 2025, no capacity remained to issue additional letters of credit under the Term C Loan. Such letters of credit have been issued primarily to provide credit enhancement for the Company's asset-backed securitization facilities and to support the Company's insurance programs, as well as to support the Company's vehicle rental concessions and leaseholds. As of December 31, 2025, none of the issued letters of credit have been drawn upon.

Hertz also has access to Standby LCs, in which, at Hertz's option and under the terms of the facilities, Hertz may request letters of credit be issued for itself and on behalf of certain of its subsidiaries up to the committed amounts of the facilities. In February 2026, Hertz increased the committed amounts under its Standby LCs by approximately $200 million.

Pledges Related to Vehicle Financing

Substantially all of the Company's revenue earning vehicles and certain related assets are owned by special purpose entities or are encumbered in favor of the lenders under the various credit facilities, other secured financings or asset-backed securities programs. None of the value of such assets (including the assets owned by Hertz Vehicle Financing III LLC, TCL Funding LP and each of the domestic and international subsidiaries that pledge vehicle and vehicle related assets as part of the Company's securitization programs) will be available to satisfy the claims of non-vehicle secured or unsecured creditors unless the vehicle related secured creditors under the securitization programs are paid in full.

The Company has a 25% ownership interest in IFF No. 2, whose sole purpose is to provide commitments to lend under the European ABS in various currencies subject to borrowing bases comprised of revenue earning vehicles and related assets of certain of Hertz International, Ltd.'s subsidiaries. IFF No. 2 is a VIE and the Company is the primary beneficiary; therefore, the assets, liabilities and results of operations of IFF No. 2 are included in the accompanying consolidated financial statements. As of December 31, 2025 and 2024, IFF No. 2 had total assets of $1.1 billion and $1.4 billion, respectively, comprised primarily of intercompany receivables, and total liabilities of $1.1 billion and $1.4 billion, respectively, comprised primarily of debt.

The Company incorporates HFF as a special purpose orphan entity. HFF provides a vehicle financing facility for the Company's vehicle rental fleet in the U.K. through the U.K. ABS. HFF is a VIE, and the Company is the primary beneficiary; therefore, the assets, liabilities and results of operations of HFF are included in the accompanying consolidated financial statements. As of December 31, 2025, HFF had total assets of $135 million, comprised primarily of intercompany receivables, and total liabilities of $135 million, comprised primarily of debt. As of December 31, 2024, HFF had total assets of $2 million, comprised primarily of deferred financing costs, and total liabilities of $2 million, comprised primarily of accrued liabilities.

Covenant Compliance

The First Lien Credit Agreement requires Hertz to comply with the following financial covenant: a First Lien Ratio, which requires a ratio of less than or equal to 3.0x in the first and last quarters of the calendar year and 3.5x in the second and third quarters of the calendar year. Amendment No. 8 temporarily increased the First Lien Ratio and contained a minimum liquidity covenant, which expired on the first day of the second quarter of 2025, as disclosed above. Additionally, Amendment No. 10 requires a minimum liquidity covenant, consistent with Amendment No. 8, and will sunset upon the end of the Relief Period, as disclosed above. As of December 31, 2025, Hertz was in compliance with the First Lien Ratio. As of December 31, 2025, Hertz was in compliance with the minimum liquidity covenant, as disclosed above.

Additionally, the Corporate Indebtedness contains customary affirmative covenants including, among other things, the delivery of quarterly and annual financial statements and/or compliance certificates, and covenants related to conduct of business, maintenance of property and insurance, compliance with environmental laws and, where applicable, the granting of security interests for the benefit of the secured parties under the applicable agreements on after-acquired real property, fixtures and future subsidiaries.

The terms of the Corporate Indebtedness contain covenants limiting the ability of Hertz and its restricted subsidiaries to: incur or guarantee additional indebtedness; incur or guarantee secured indebtedness; pay dividends or distributions on, or redeem or repurchase, Hertz Global capital stock; make certain investments or other restricted payments; sell certain assets; transfer intellectual property to unrestricted subsidiaries; merge, consolidate or sell all or substantially all of its assets; and create restrictions on the ability of Hertz’s restricted subsidiaries to

pay dividends or other amounts to Hertz. As per the terms of the Corporate Indebtedness, these covenants are subject to a number of important and significant limitations, qualifications and exceptions.

As of December 31, 2025, the Company was in compliance with all covenants under the terms of the agreements governing the respective Corporate Indebtedness.

Accrued Interest

As of December 31, 2025 and 2024, accrued interest was $98 million and $103 million, respectively, which is included in accrued liabilities in the accompanying consolidated balance sheets.

Restricted Net Assets

Hertz and certain of its subsidiaries are subject to contractual restrictions under the terms of its debt, including restrictions on the ability to pay dividends (directly or indirectly). As of December 31, 2025, the restricted net assets of the subsidiaries of Hertz and Hertz Global exceed 25% of their total consolidated net assets, respectively.

Note 8—Employee Retirement Benefits

The Company sponsors multiple domestic and international employee retirement benefit plans where benefits are based upon years of service and compensation. The Hertz Corporation Account Balance Defined Benefit Pension Plan (the “Hertz Retirement Plan”) is the Company's U.S. cash balance plan, which was amended in 2014 to permanently discontinue future benefit accruals and participation under the plan for non-union employees. The majority of union employees have since discontinued participation in the Hertz Retirement Plan as the result of collective bargaining. Some of the Company’s international subsidiaries have defined benefit retirement plans. In certain countries, when the subsidiaries make the required funding payments, they have no further obligations under such plans. The Company also sponsors defined contribution plans for certain eligible U.S. and international employees, where contributions are matched based on specific guidelines in the plans.

Management makes certain assumptions relating to discount rates, salary growth, long-term return on plan assets, retirement rates, mortality rates and other factors when determining amounts to be recognized. These assumptions are reviewed annually by management, assisted by the enrolled actuary, and updated as warranted. The Company uses a December 31 measurement date for all of the plans and utilizes fair value to calculate the market-related value of pension assets for purposes of determining the expected return on plan assets and accounting for asset gains and losses.

Actual results that differ from the Company's assumptions are accumulated and amortized over future periods and, therefore, significant differences in actual experience or significant changes in assumptions would affect the Company's pension costs and obligations. The Company recognizes an asset for each over-funded plan and a liability for each underfunded plan in the consolidated balance sheets. Pension plan liabilities are revalued annually based on updated assumptions and information about the individuals covered by the plan. For pension plans, if accumulated actuarial gains and losses are in excess of a 10 percent corridor, the excess is amortized on a straight-line basis over the average remaining service period of active participants. Prior service cost is amortized on a straight-line basis from the date recognized over the average remaining service period of active participants, when applicable.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The tables below set forth the funded status and the net periodic pension cost of the Hertz Retirement Plan and the retirement plans for international operations ("Non-U.S."), together with amounts included in the accompanying consolidated balance sheets and statements of operations.

	Pension Benefits			
	U.S.		Non-U.S.	
(In millions)	2025	2024	2025	2024
Change in Benefit Obligation				
Benefit obligation as of January 1	$ 349	$ 373	$ 169	$ 191
Service cost	—	—	1	1
Interest cost	18	18	9	8
Plan curtailments	—	—	(3)	—
Plan settlements	(26)	(28)	—	—
Benefits paid	(4)	(3)	(8)	(8)
Foreign currency exchange rate translation	—	—	15	(6)
Actuarial (gain) loss	2	(11)	(10)	(17)
Benefit obligation as of December 31	$ 339	$ 349	$ 173	$ 169
Change in Plan Assets				
Fair value of plan assets as of January 1	$ 325	$ 342	$ 126	$ 142
Actual return gain (loss) on plan assets	38	5	6	(9)
Company contributions	9	9	4	3
Plan settlements	(26)	(28)	—	—
Benefits paid	(4)	(3)	(8)	(7)
Foreign currency exchange rate translation	—	—	9	(3)
Fair value of plan assets as of December 31	$ 342	$ 325	$ 137	$ 126
Funded Status of the Plan				
Plan assets (less than) in excess of the benefit obligation	$ 3	$ (24)	$ (36)	$ (43)

In 2025, discount rates decreased resulting in an actuarial loss for the U.S. pension plan, partially offset by assumption changes from an experience study, a change in long-term lump sum interest rate and census experience. Discount rates increased, resulting in actuarial gains for the Non-U.S. pension plans. Additionally, changes in the turnover and inflation assumptions contributed to actuarial gains for France and the U.K., respectively, which were partially offset by changes in the mortality assumption.

In 2024, discount rates increased, resulting in actuarial gains for the U.S. and Non-U.S. pension plans. Additionally, changes in the mortality assumption contributed to actuarial gains for the U.K., partially offset by changes in the inflation assumption.

	Pension Benefits			
	U.S.		Non-U.S.	
($ in millions)	2025	2024	2025	2024
Amounts recognized in balance sheets:				
Prepaid expenses and other assets	$ 3	$ —	$ 19	$ 13
Accrued liabilities	—	(24)	(55)	(56)
Net asset (obligation) recognized in the balance sheets	$ 3	$ (24)	$ (36)	$ (43)
Prior service credit	$ —	$ —	$ (1)	$ (1)
Net gain (loss)	(21)	(43)	(57)	(63)
Accumulated other comprehensive income (loss)	(21)	(43)	(58)	(64)
Funded/(Unfunded) accrued pension	24	19	22	21
Net asset (obligation) recognized in the balance sheets	$ 3	$ (24)	$ (36)	$ (43)
Total recognized in other comprehensive loss (income)	$ (22)	$ (4)	$ (7)	$ (3)
Total recognized in net periodic benefit cost and other comprehensive loss (income)	$ (18)	$ 2	$ (5)	$ —
Accumulated Benefit Obligation as of December 31	$ 339	$ 349	$ 173	$ 169
Weighted-average assumptions as of December 31				
Discount rate	5.2 %	5.6 %	5.2 %	4.9 %
Expected return on assets	6.8 %	6.4 %	5.2 %	5.1 %
Average rate of increase in compensation	— %	— %	2.3 %	2.2 %
Interest crediting rate	3.8 %	3.8 %	N/A	N/A

N/A - Not applicable

The discount rate used to determine the December 31, 2025 and 2024 benefit obligations for U.S. pension plans was based on the rate from the Mercer Pension Discount Curve-Above Mean Yield that is appropriate for the duration of the Company's plan liabilities. For its Non-U.S. plans, the discount rate reflected the market rates for an optimized subset of high-quality corporate bonds currently available with the discount rate in a country determined based on a yield curve constructed from high quality corporate bonds in that country. The rate selected from the yield curve has a duration that matches its plan.

The expected return on plan assets for each funded plan is based on expected future investment returns considering the target investment mix of plan assets.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The table below sets forth the net periodic pension expense charged to net income (loss). The components of net periodic pension expense (benefit), other than service cost, were included in other (income) expense, net in the accompanying consolidated statements of operations.

	Pension Benefits					
	U.S.			Non-U.S.		
	Years Ended December 31,					
($ in millions)	2025	2024	2023	2025	2024	2023
Components of Net Periodic Pension and Postretirement Expense (Benefit)						
Service cost	$ —	$ —	$ —	$ 1	$ 1	$ 1
Interest cost	18	18	19	9	8	8
Expected return on plan assets	(16)	(15)	(14)	(7)	(7)	(7)
Net amortizations	—	—	—	2	1	1
Settlement loss	2	3	3	(3)	—	—
Net pension and postretirement expense (benefit)	$ 4	$ 6	$ 8	$ 2	$ 3	$ 3
Weighted-average discount rate for expense (January 1)	5.6 %	5.1 %	5.4 %	4.9 %	4.4 %	4.7 %
Weighted-average assumed long-term rate of return on assets (January 1)	6.4 %	5.8 %	6.0 %	5.1 %	5.2 %	5.2 %
Weighted-average interest crediting rate for expense	3.8 %	3.8 %	3.8 %	N/A	N/A	N/A

N/A - Not applicable

The net of tax loss in accumulated other comprehensive income (loss) as of December 31, 2025 and 2024 relating to pension benefits of the Hertz Retirement Plan was $65 million and $89 million, respectively.

The provisions charged to net income (loss) for the years ended December 31, 2025, 2024 and 2023 for all other pension plans were approximately $7 million, $8 million and $6 million, respectively.

The provisions charged to net income (loss) for the years ended December 31, 2025, 2024 and 2023 for defined contribution plans were approximately $25 million, $26 million and $20 million, respectively.

Plan Assets

The Company has a long-term investment outlook for the assets held in the Company sponsored plans, which is consistent with the long-term nature of each plan's respective liabilities. The Company has two major plans which reside in the U.S. and the U.K.

The U.S. Plan

The Hertz Retirement Plan, the Company's U.S. qualified pension plan, has a target asset allocation mix of 55% in investments intended to hedge the impact of capital market movements ("Immunizing Portfolio Investments"), comprised primarily of fixed income securities, and 45% in investments intended to earn more than the pension liability growth over the long-term ("Growth Portfolio Investments"). The Growth Portfolio Investments are primarily invested in passively managed equity funds, international and emerging market funds that are actively managed and non-investment grade fixed income funds. The overall strategy and the Immunizing Portfolio Investments are managed by professional investment managers. The investments within these asset classes are diversified in order to minimize the risk of large losses. The Hertz Retirement Plan assumes a 6.8% expected long-term annual weighted-average rate of return on assets.

The fair value measurements of the Hertz Retirement Plan assets are based upon inputs that reflect quoted prices for identical assets or liabilities in active markets that are observable inputs (Level 1) and significant observable inputs (Level 2) that reflect quoted prices for similar assets or liabilities in active markets. The fair value measurements of the Hertz Retirement Plan assets relate to common collective trusts and other pooled investment vehicles consisting of the following asset categories:

(In millions)	December 31, 2025			December 31, 2024		
Asset Category	Level 1	Level 2	Measured at NAV[1]	Level 1	Level 2	Measured at NAV[1]
Cash and cash equivalents	$ 28	$ —	$ —	$ 5	$ 23	$ —
Pooled funds[2][3]	—	148	36	—	139	33
Fixed Income Securities:						
U.S. Treasuries	—	13	—	—	9	—
Corporate bonds	—	107	—	—	108	—
Government bonds[4]	—	5	—	—	4	—
Municipal bonds	—	2	—	—	2	—
Other assets, net[5]	3	—	—	2	—	—
Total fair value of pension plan assets	$ 31	$ 275	$ 36	$ 7	$ 285	$ 33

(1) Includes certain investments where the fair value measurement utilizes the net asset value ("NAV"), and as such, are not classified in the fair value levels above.

(2) Includes investments in U.S. and foreign equities and fixed income securities.

(3) The Level 2 investments relate to investment funds that publish daily NAV per unit. The daily NAV is available to participants in the funds and redemptions can be made daily at the current NAV. The fair value and units are determined and published and are the basis for current transactions. The investments are not eligible for the NAV practical expedient. However, they are measured at the published NAV because the quoted NAV per unit represents the price at which the investment would be sold in a transaction between independent market participants.

(4) Includes agency bonds.

(5) Includes receivables, payables and derivatives.

The U.K. Plan

The Company's U.K. pension plan (the "U.K. Plan") has a target allocation of 13% actively managed diversified growth and multi-asset credit funds and 87% protection portfolio that consists of liability driven investments, Sterling liquidity fund and U.K. corporate bonds. The actively managed diversified growth and multi-asset credit funds are intended to deliver a long-term equity-like return but with reduced levels of volatility. The protection portfolio is designed to partially hedge the interest rate and inflation expectation exposure of the liabilities which are measured on a local regulatory basis. The amount that is required to be invested in each fund to maintain target hedge ratios will vary over time as the value of the liabilities change and the allocations within the protection portfolio will be allowed to vary accordingly. All of the invested assets of the U.K. Plan are held via pooled funds managed by professional investment managers. The U.K. Plan assumes a 5.2% expected long-term weighted-average rate of return on assets for the Plan in total.

The U.K. Plan comprises $131 million of the $137 million in fair value of Non-U.S. plan assets as of December 31, 2025 and comprises $120 million of the $126 million in fair value of Non-U.S. plan assets as of December 31, 2024. The fair value measurements of the U.K. Plan assets are based upon inputs that reflect quoted prices for identical assets or liabilities in active markets that are observable inputs (Level 1) and significant observable inputs (Level 2) that reflect quoted prices for similar assets or liabilities in active markets. The fair value measurements of the U.K.

Plan assets relate to common collective trusts and other pooled investment vehicles consisting of the following asset categories:

(In millions)	December 31, 2025			December 31, 2024		
Asset Category	Level 1	Level 2	Measured at NAV[1]	Level 1	Level 2	Measured at NAV[1]
Cash and cash equivalents	$ 1	$ —	$ —	$ 1	$ —	$ —
Pooled funds[2][3]	113	—	17	103	—	16
Total fair value of pension plan assets	$ 114	$ —	$ 17	$ 104	$ —	$ 16

(1) Includes certain investments where the fair value measurement utilizes NAV, and as such, are not classified in the fair value levels above.

(2) Includes investments in U.K. and foreign equities and fixed income securities.

(3) The Level 1 investments relate to investment funds that publish daily NAV per unit. The daily NAV is available to participants in the funds and redemptions can be made daily at the current NAV. The fair value and units are determined and published and are the basis for current transactions. The investments are not eligible for the NAV practical expedient. However, they are measured at the published NAV because the quoted NAV per unit represents the price at which the investment would be sold in a transaction between independent market participants.

Contributions

The Company's policy for funded plans is to contribute annually, at a minimum, amounts required by applicable laws, regulations and union agreements. From time to time, the Company makes contributions beyond those legally required. In 2025, the Company made a $9 million contribution to the Hertz Retirement Plan and a $1 million contribution to the U.K. Plan. In 2024, the Company made a $9 million contribution to the Hertz Retirement Plan and a $2 million contribution to the U.K. Plan

The Company does not currently anticipate contributing to the Hertz Retirement Plan during 2026. The Company anticipates contributing $2 million to the U.K. Plan and $2 million to its other Non-U.S. plans during 2026. The level of 2026 and future contributions will vary, and is dependent on a number of factors including investment returns, interest rate fluctuations, plan demographics, funding regulations and the results of the final actuarial valuation.

Estimated Future Benefit Payments

The following table presents estimated future benefit payments related primarily to the Hertz Retirement Plan and U.K. Plan:

(In millions)	Pension Benefits
2026	$ 33
2027	35
2028	38
2029	38
2030	41
2031 to 2035	212
Total estimated future benefits payments	$ 397

Note 9—Stock-Based Compensation

The stock-based compensation expense associated with the Hertz Holdings stock-based compensation plans is pushed down from Hertz Global and recorded at Hertz.

2021 Omnibus Incentive Plan

During 2021, Hertz Global's Board approved the Hertz Global Holdings, Inc. 2021 Omnibus Incentive Plan (the “2021 Omnibus Plan"). Hertz Global initially authorized 62,250,055 shares of its common stock pursuant to awards granted under the 2021 Omnibus Plan. In addition, beginning on June 30, 2022, and ending on June 20, 2031 (the

“Evergreen Date”), the total authorized shares under the 2021 Omnibus Plan will automatically increase by a number of shares equal to 2% of the total number of shares of Hertz Global's common stock outstanding on the June 29th immediately preceding the applicable Evergreen Date (the "Evergreen Increase"). Notwithstanding the foregoing, Hertz Global's Board may act prior to the Evergreen Date of a given year to provide that there will be no Evergreen Increase for such year, or that the increase for such year will be a lesser number of shares. As of December 31, 2025, 36,090,864 shares of the Hertz Global's common stock are authorized and remain available for future grants under the 2021 Omnibus Plan, which reflects application of the Evergreen Increase as prescribed by the 2021 Omnibus Plan in June 2025. Vesting of the outstanding equity awards is also subject to accelerated vesting as set forth in the 2021 Omnibus Plan.

A summary of the total employee compensation expense and related income tax benefits recognized for grants made under the 2021 Omnibus Plan is as follows:

	Years Ended December 31,		
(In millions)	2025	2024	2023
Employee compensation expense[1]	$ 60	$ (6)	$ 85
Income tax (benefit) expense	(9)	(7)	(8)
Employee compensation expense, net	$ 51	$ (13)	$ 77

1) For the year ended December 31, 2024, includes $68 million of former CEO awards forfeited in March 2024.

As of December 31, 2025, there was $94 million of total unrecognized compensation cost expected to be recognized over the remaining 1.4 years, on a weighted average basis, of the requisite service period that began on the grant dates of outstanding awards.

The 2021 Omnibus Plan provides for the award of stock options, stock appreciation rights ("SARs"), performance stock, PSUs, performance units ("PUs"), restricted stock, RSUs, share awards and deferred stock units to eligible recipients. Under the 2021 Omnibus Plan, the Compensation Committee of the Board (the "Compensation Committee") has the authority to determine the eligible recipients to whom awards may be granted, the types of awards and their terms or conditions. The Board exercises these rights for certain executive officers.

Stock Options and SARs

The 2021 Omnibus Plan provides that stock option grants may be either incentive stock options or non-statutory stock options, however, the Company may not grant incentive stock options until such time as the plan has been approved by the Company's stockholders. Except in the case of replacement awards, stock options will have an exercise price per share that is no less than fair market value of the Company's common stock on the stock option grant date.

SARs may be granted to participants in tandem with stock options or on their own. Unless otherwise determined by the Compensation Committee or Board at or after the grant date, tandem SARs will have substantially similar terms as the stock options with which they are granted. Generally, each SAR will entitle the participant upon exercise to an amount (in cash, shares or a combination of cash and shares, as determined by the Compensation Committee or Board) equal to the product of (i) the excess of (A) the fair market value on the exercise date of one share of common stock, over (B) the strike price per share, times (ii) the number of shares of common stock covered by the SAR.

The Company accounts for stock options as equity-classified awards and recognizes compensation cost on a straight-line basis over the vesting period. The value of each stock option award is estimated on the grant date

using a Black-Scholes option valuation model that incorporates the assumptions noted in the following table. The Company calculates the expected volatility based on the historical movement of its share price.

	Grants
Assumption	2021
Expected volatility	75 %
Expected dividend yield	— %
Expected term (years)	6
Risk-free interest rate	1.19 %
Weighted-average grant date fair value	$ 17.12

A summary of stock option activity under the 2021 Omnibus Plan as of December 31, 2025 is presented below:

	Shares	Weighted Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2025[1]	1,702,418	$ 26.17	6.7	$ —
Granted	—	—	0.0	—
Exercised	—	—	0.0	—
Forfeited or Expired	(544,148)	26.17	0.0	—
Outstanding as of December 31, 2025	1,158,270	26.17	5.8	—
Exercisable as of December 31, 2025	(1,158,270)	26.17	5.8	—
Non-vested as of December 31, 2025	—			

(1) All shares outstanding as of January 1, 2025 were vested.

Performance Stock Awards, Performance Stock Units and Performance Units

PSAs, PSUs and PUs granted under the 2021 Omnibus Plan will vest based on the achievement of predetermined performance goals over performance periods determined by the Compensation Committee or Board or upon the occurrence of certain events, as determined by the Compensation Committee or Board. PSAs are awards of common stock that are subject to forfeiture until predetermined performance conditions have been achieved. A PSU is a contractual right to receive a stated number of shares of common stock, or if provided by the Compensation Committee or Board on or after the grant date, cash equal to the fair market value of such shares of common stock or any combination of shares of common stock and cash having an aggregate fair market value equal to such stated number of shares of common stock, which right is forfeitable until the achievement of predetermined performance conditions. PUs represent the right to receive a cash denominated award, payable in cash or shares of common stock or a combination thereof, and are forfeitable until the achievement of predetermined performance conditions.

A summary of the PSU activity as of December 31, 2025 under the 2021 Omnibus Plan is presented below. As of December 31, 2025, there were no issued or outstanding grants of PSAs or PUs under the 2021 Omnibus Plan.

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2025	5,197,913	$ 4.67	$ 19
Granted[1]	1,366,103	4.13	—
Vested	(109,431)	20.38	—
Forfeited or Expired	(983,147)	5.66	—
Outstanding as of December 31, 2025	5,471,438	4.04	28

(1) Presented assuming the issuance at the original target award amount (100%).

Compensation expense for PSUs is based on the grant date fair value of Hertz Global common stock. Certain PSUs granted in 2024 were valued on the respective grant date using a Monte Carlo simulation model that incorporated the assumptions noted in the table below. For grants issued in 2025, vesting eligibility is based on market, performance and service conditions of primarily three years. Accordingly, the number of shares issued at the end of the performance period could range between 0% and 200% of the original target award amount (100%) disclosed in the table above.

	Grants		
Assumption	April 2024	June 2024	July 2024
Expected volatility	60 %	65 %	70 %
Expected dividend yield	— %	— %	— %
Expected term (years)	5	5	5
Risk-free interest rate	4.34 %	4.30 %	4.17 %
Weighted-average grant date fair value	$ 5.92	$ 1.71	$ 2.51

Restricted Stock and Restricted Stock Units

Restricted stock and RSUs granted under the 2021 Omnibus Plan vest based on a minimum period of service or the occurrence of events specified by the Compensation Committee or Board. Restricted stock and RSUs are subject to forfeiture until vested. Compensation expense for RSUs is based on the grant date fair value, and is recognized ratably over the vesting period. RSU grants issued in 2024 vest ratably over a period of primarily three years.

A summary of RSU activity as of and for the year ended December 31, 2025 under the 2021 Omnibus Plan is presented below:

	Shares	Weighted-Average Fair Value	Aggregate Intrinsic Value (In millions)
Outstanding as of January 1, 2025	21,110,387	$ 5.92	$ 77
Granted	15,789,006	4.45	—
Vested	(6,888,090)	6.43	—
Forfeited or Expired	(3,994,025)	5.50	—
Outstanding as of December 31, 2025	26,017,278	4.96	134

Additional information pertaining to RSU activity under the 2021 Omnibus Plan is as follows:

	Years Ended December 31,		
	2025	2024	2023
Total fair value of awards that vested (in millions)	$ 44	$ 31	$ 27
Weighted-average grant-date fair value of awards granted	$ 4.45	$ 5.09	$ 13.87

Deferred Stock Units

Each deferred stock unit granted under the 2021 Omnibus Plan represents a contractual right to receive a stated number of shares of common stock of the Company or if provided by the Compensation Committee or Board in accordance with the 2021 Omnibus Plan on or after the grant date, cash equal to the fair value of such shares of common stock or any combination of shares of common stock and cash having an aggregate fair market value equal to such stated number of shares of common stock, on a specified future date. As of December 31, 2025 and 2024, there were approximately 376,000 and 234,000 outstanding shares, respectively, of deferred stock units under the 2021 Omnibus Plan.

Note 10—Leases

The Company enters into certain agreements as a lessor under which it rents vehicles to customers. The Company enters into certain agreements as a lessee to rent real estate, vehicles and other equipment and to conduct its vehicle rental operations under concession agreements. If any of the following criteria are met, the Company classifies the lease as a financing lease (as a lessee) or as a direct financing or sales-type lease (both as a lessor):

- The lease transfers ownership of the underlying asset to the lessee by the end of the lease term;
- The lease grants the lessee an option to purchase the underlying asset that the Company is reasonably certain to exercise;
- The lease term is for 75% or more of the remaining economic life of the underlying asset, unless the commencement date falls within the last 25% of the economic life of the underlying asset;
- The present value of the sum of the lease payments equals or exceeds 90% of the fair value of the underlying asset; or
- The underlying asset is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

Leases that do not meet any of the above criteria are accounted for as operating leases.

The Company combines lease and non-lease components in its contracts under ASC 842, *Lease Accounting* ("Topic 842"), when permissible.

The following further describes the Company's leasing transactions.

Revenue (as Lessor)

The Company's operating leases for vehicle rentals have rental periods that are typically short term (e.g., daily or weekly) and can generally be extended for up to one month or terminated at the customer's discretion. Rental charges are computed on a limited or unlimited mileage rate, or on a time rate plus a mileage charge. In connection with the vehicle rental, the Company offers supplemental equipment rentals (e.g., child seats and ski racks) which are deemed lease components. The Company also offers value-added services in connection with the vehicle rental, which are deemed non-lease components, such as loss or collision damage waiver, theft protection, liability and personal accident/effects insurance coverage, premium emergency roadside service and satellite radio. Additionally, the Company charges for variable services primarily consisting of tolls, refueling and recharging during the rental period, and for fees associated with the early or late termination of the vehicle lease. The Company mitigates residual value risk of its revenue earning vehicles by utilizing manufacturer repurchase and guaranteed

depreciation programs, using sophisticated vehicle diagnostic and repair equipment to maintain the condition of its vehicles and through periodic reviews of vehicle depreciation rates based on management's ongoing assessment of present and estimated future market conditions.

The following table summarizes the amount of operating lease income and other income included in total revenues in the accompanying consolidated statements of operations for each of the years ended December 31, 2025, 2024 and 2023:

(In millions)	2025	2024	2023
Operating lease income from vehicle rentals	$ 7,660	$ 8,183	$ 8,546
Variable operating lease income	600	627	588
Revenue accounted for under Topic 842	8,260	8,810	9,134
Revenue accounted for under Topic 606	244	239	237
Total revenues	$ 8,504	$ 9,049	$ 9,371

Expenses (as Lessee)

As a lessee, the Company has the following types of operating leases:

- Concession agreements which grant the Company the right to conduct its vehicle rental operations at airports, hotels and train stations and to use building space such as terminal counters and parking garages;
- Real estate leases for its off airport vehicle rental locations and other premises;
- Revenue earning vehicle leases; and
- Other equipment leases.

The Company's lease terms generally range from one month to thirty-five years and a number of agreements contain escalation clauses, which increase the payment obligation based on a fixed or variable rate and renewal options. The length of renewals vary and may result in different payment terms. Payment terms are based on fixed rates explicit in the lease, including guaranteed minimums and/or variable rates based on:

- Operating expenses, such as common area charges, real estate taxes and insurance;
- A percentage of revenues or sales arising at the relevant premises; and/or
- Periodic inflation adjustments.

The Company recognizes a ROU asset and lease liability in its accompanying consolidated balance sheets for leases with a term greater than twelve months. Options to extend or terminate a lease are included in the Company's ROU asset and lease liability when it is reasonably certain that such options will be exercised. The Company does not recognize ROU assets or lease liabilities for short-term leases (i.e., those with a term of twelve months or less) and recognizes lease expense on a straight-line basis over the lease term, as applicable.

In June 2025, the Company sold and leased back certain land and buildings, inclusive of site improvements, associated with operating sites in its Americas RAC segment. The land portions of the sales qualified for sale-leaseback accounting, and were accounted for as operating leases with then expected terms of 40 years, inclusive of extensions the Company intends to exercise, and aggregate future minimum lease payments of $483 million. See Note 3, "Divestitures," for additional information.

In July 2025, the Company sold and leased back certain real estate associated with two operating sites in its Americas RAC segment. The sales qualified for sale-leaseback accounting, and were accounted for as operating leases with then expected terms of 50 years, inclusive of extensions the Company intends to exercise, and 15 years, respectively. The operating leases have aggregate future minimum lease payments of $384 million. See Note 3, "Divestitures," for additional information.

In December 2025, the Company sold and leased back certain real estate associated with an operating site in its Americas RAC segment. The sale qualified for sale-leaseback accounting, and was accounted for as an operating lease with a term of 19 years. The operating leases have aggregate future minimum lease payments of $22 million. See Note 3, "Divestitures," for additional information.

In the third quarter of 2024, the Company recognized an impairment on the Long-Lived Assets, which included ROU assets, in the Americas RAC segment. See Note 4, "Long-Lived Assets Impairment," for further details.

To determine the present value of its lease payments, the Company utilizes the interest rate implicit in the lease agreement. If the implicit interest rate cannot be determined in the lease agreement, the Company utilizes the Company's collateralized incremental borrowing rate as of January 1, 2019, the adoption date of Topic 842, or the commencement date of the lease, whichever is later.

The following table summarizes the amount of lease costs incurred by the Company for each of the years ended December 31, 2025, 2024 and 2023:

	Years ended December 31,		
(In millions)	2025	2024	2023
Minimum fixed lease costs:			
Short-term lease costs	$ 177	$ 107	$ 92
Operating lease costs	654	588	543
Total	831	695	635
Variable lease costs	274	279	339
Total lease costs	$ 1,105	$ 974	$ 974

The following summarizes the weighted-average remaining lease term and weighted-average discount rate for the Company's operating leases as a lessee as of December 31, 2025:

Weighted-average remaining lease term (in years)	11.3
Weighted-average discount rate	11.65 %

The following table summarizes the Company's minimum fixed lease obligations under existing agreements as a lessee, excluding variable concession obligations in excess of minimum annual guarantees and short-term leases, as of December 31, 2025:

(In millions)	
2026	610
2027	515
2028	434
2029	364
2030	249
After 2030	2,429
Total lease payments	4,601
Interest	(2,326)
Operating lease liabilities as of December 31, 2025	2,275

Note 11—Income Tax (Provision) Benefit

The components of income (loss) before income taxes for the Company's operations are as follows:

Hertz Global

	As of December 31,		
(In millions)	2025	2024	2023
Domestic	$ (788)	$ (2,876)	$ 180
Foreign	(42)	(361)	106
Total income (loss) before income taxes	$ (830)	$ (3,237)	$ 286

Hertz

	As of December 31,		
(In millions)	2025	2024	2023
Domestic	$ (744)	$ (3,151)	$ 17
Foreign	(42)	(361)	106
Total income (loss) before income taxes	$ (786)	$ (3,512)	$ 123

The total income tax provision (benefit) consists of the following:

Hertz Global and Hertz

	As of December 31,		
(In millions)	2025	2024	2023
Current:			
Federal	$ (3)	$ 11	$ 1
Foreign	51	60	42
State and local	1	13	7
Total current	49	84	50
Deferred:			
Federal	(109)	(551)	(348)
Foreign	(26)	42	(33)
State and local	3	50	1
Total deferred	(132)	(459)	(380)
Total provision (benefit) - Hertz Global	(83)	(375)	(330)
Federal deferred tax (provision) benefit applicable to Hertz Holdings	—	—	1
Total provision (benefit) - Hertz	$ (83)	$ (375)	$ (329)

Starting with its 2025 Annual Report, the Company adopted ASU 2023-09 prospectively. For further details on this adoption, refer to Note 2, "Significant Accounting Policies—Recently Issued Accounting Pronouncements." A reconciliation of the U.S. federal statutory income tax rate to our effective tax rate pursuant to the disclosure requirements of ASU 2023-09 for the year ended December 31, 2025 consists of the following items in the table below. Percentages are calculated from the underlying numbers in thousands, and as a result, may not agree to the amount when calculated in millions.

Hertz Global and Hertz

	Year Ended December 31,	
	2025	
(In millions, except rate percentage data)	Amount	Percent
U.S. federal statutory tax rate	$ (174)	21 %
State and local income taxes, net of federal income tax effect[1]	4	—
Foreign tax effects:		
Canada		
Changes in valuation allowances	(8)	1
Other	5	(1)
Other foreign jurisdictions	31	(4)
Effect of cross-border tax laws	4	—
Tax credits:		
Electric vehicle credits	(4)	—
Changes in valuation allowances	38	(5)
Nontaxable or nondeductible items:		
Change in fair value of Public Warrants and Exchangeable Notes	13	(1)
Other	8	(1)
Changes in unrecognized tax benefits	1	—
Other adjustments	(1)	—
Effective tax rate - Hertz Global	(83)	10 %
Hertz exclusive items [2]	—	1 %
Effective tax rate - Hertz	$ (83)	11 %

(1) Illinois, Massachusetts, New Jersey, New York, Oregon, and California represents the majority (greater than 50 percent) of the tax effect in this category.

(2) Represents the tax rate differential due to the exclusion of the change in fair value of Public Warrants from Hertz's income (loss) before income taxes.

Consistent with pre-ASU 2023-09 guidance, key components reconciling statutory and effective income tax rates for the years ended December 31, 2024 and 2023 are presented in the table below. Percentages are calculated from the underlying numbers in thousands, and as a result, may not agree to the amount when calculated in millions.

Hertz Global and Hertz

	Years Ended December 31,	
	2024	2023
Statutory Federal Tax Rate	21 %	21 %
State and local income taxes, net of federal effect	4	5
Change in state rates, net of federal effect	—	(4)
Foreign tax rate differential	—	2
Federal and foreign permanent differences	—	(5)
Tax Credits	1	(70)
Withholding taxes	—	1
Valuation allowance	(17)	(73)
Change in fair value of Public Warrants & Exchangeable Notes	2	(14)

	Years Ended December 31,	
	2024	2023
European reorganization	—	6
Uncertain tax positions	—	1
U.S. tax on foreign earnings	—	9
Nondeductible Officer Compensation	—	5
Other	1	1
Effective tax rate - Hertz Global	12 %	(115)%
Hertz exclusive items [1]	(1)%	(153)%
Effective tax rate - Hertz	11 %	(268)%

(1) Represents the tax rate differential due to the exclusion of the change in fair value of Public Warrants from Hertz's income (loss) before income taxes.

The change in tax provision in 2025 compared to 2024 is driven by lower pretax losses in 2025, non-taxable year-over-year fluctuations in the fair value adjustments of Public Warrants and Exchangeable Notes and lower tax credits in 2025, partially offset by lower valuation allowances in 2025.

The change in tax provision in 2024 compared to 2023 is driven by lower pretax income, increases in valuation allowances in 2024 and lower EV credits generated in 2024.

Many countries have enacted or are in the process of enacting a minimum tax rule based on the OECD framework, commonly referred to as "Pillar Two." The Company does not anticipate a material impact on taxes as a result of Pillar Two.

The amount income taxes paid (net of refunds received) by jurisdiction pursuant to the disclosure requirements of ASU 2023-09 for the year ended December 31, 2025 is as follows:

Hertz Global and Hertz

(In millions)	Year Ended December 31, 2025
U.S. federal	$ 4
U.S. state and local:	
Florida	5
Other	(5)
State and local subtotal	—
Foreign:	
Australia	72
Canada	(12)
Other	16
Foreign subtotal	76
Total cash taxes, net of refunds	$ 80

On July 4, 2025, the OBBBA was enacted, reinstating full bonus depreciation, allowing interest deductions based on EBITDA, expensing R&D costs and modifying certain international provisions of the Code. As a result, the Company expects federal cash taxes to decrease in the near term, assuming fleet investments are maintained or increased from current levels. Alternatively, state cash taxes could increase depending on a state's conformity rules with the federal bonus depreciation rules.

The principal items of the U.S. and foreign net deferred tax assets and liabilities are as follows:

Hertz Global and Hertz

(In millions)	As of December 31, 2025	2024
Deferred tax assets:		
Employee benefit plans	$ 11	$ 16
Net operating loss carryforwards	2,361	1,614
Capital loss carryforwards	10	4
Federal and state tax credit carryforwards	370	356
Deferred interest expense	85	371
Accrued and prepaid expenses	285	259
Operating lease liabilities	581	530
Total deferred tax assets	3,703	3,150
Less: valuation allowance	(931)	(839)
Total net deferred tax assets	2,772	2,311
Deferred tax liabilities:		
Depreciation on tangible assets	(1,810)	(1,516)
Intangible assets	(717)	(715)
Operating lease right-of-use assets	(578)	(537)
Total deferred tax liabilities	(3,105)	(2,768)
Net deferred tax liability - Hertz Global	(333)	(457)
Deferred tax asset - net operating loss applicable to Hertz Holdings	(4)	(4)
Net deferred tax liability - Hertz	$ (337)	$ (461)

Hertz Global and Hertz

In determining valuation allowances, an assessment of positive and negative evidence was performed regarding realization of the deferred tax assets. This assessment included the evaluation of cumulative earnings and losses in recent years, scheduled reversals of deferred tax liabilities, the availability of carryforwards and the remaining period of the respective carryforward, future taxable income and any applicable tax-planning strategies that are available.

As of December 31, 2025, the Company has approximately $1.7 billion of tax-effected U.S. federal net operating loss carryforwards ("Federal NOLs"), which have an indefinite carryforward period and may offset 80% of taxable income generated in any future year. These net operating losses are offset, in part, by a valuation allowance totaling $97 million. The Company has approximately $332 million of federal tax credits which begin expiring in 2039. These credits are offset, in part, by a valuation allowance totaling $117 million. The Company has approximately $18 million of tax-effected federal deferred interest expense which has an indefinite carryforward period.

As of December 31, 2025, the Company has approximately $325 million of tax-effected state net operating loss carryforwards. Some of these net operating losses have an indefinite carryforward period, and those that do not will begin to expire in 2026 if not utilized. These net operating losses are offset, in part, by a valuation allowance totaling $227 million. The Company has approximately $38 million in state tax credits for which a full valuation allowance is recorded. The state tax credits expire over various years beginning in 2028. The Company has approximately $41 million of tax-effected deferred interest expense which has an indefinite carryforward period and is offset by a valuation allowance totaling $27 million. The tax effected amounts for all state tax attributes are net of federal benefit.

As of December 31, 2025, the Company has approximately $312 million of tax-effected foreign net operating loss carryforwards. Some of the net operating losses have an indefinite carryforward period, and those that do not will begin to expire in 2040 if not utilized. These net operating losses are offset, in part, by a valuation allowance totaling $260 million. The Company has no tax credits in foreign jurisdictions. The Company has approximately $26 million of tax-effected foreign deferred interest which has an indefinite carryforward period and for which a full valuation allowance is recorded. The Company has approximately $10 million of tax-effected foreign capital loss carryforwards for which a full valuation allowance has been recorded.

Due to the ownership changes before and upon emergence from bankruptcy in June 2021, the utilization of the Company's federal, state and foreign NOLs may be subject to limitations. Estimates of these limitations have been reflected in the tax provision.

The Company has provided for deferred taxes on undistributed earnings of foreign subsidiaries. However, it is not practicable to estimate the deferred taxes on other differences on investments in foreign subsidiaries.

Key provisions of the OBBBA, such as full bonus depreciation, allowing interest deductions based on EBITDA and expensing R&D costs, could increase federal deferred tax assets, such as net operating losses, and could necessitate additional valuation allowances depending on future fleet investment and taxable income and loss trends.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Hertz Global and Hertz

	Years Ended December 31,		
(In millions)	2025	2024	2023
Balance as of January 1	$ 156	$ 130	$ 298
Increase (decrease) attributable to tax positions taken during prior periods	(3)	—	(192)
Increase (decrease) attributable to tax positions taken during the current year	12	29	24
Decrease attributable to settlements with taxing authorities	—	(3)	—
Balance as of December 31	$ 165	$ 156	$ 130

The total amount of unrecognized tax benefits that, if recognized, would favorably impact the effective tax rate is $2 million. Net, after-tax interest and penalties related to tax liabilities are classified as a component of income tax in the accompanying consolidated statements of operations which were not significant for the years ended December 31, 2025, 2024 and 2023. Net, after-tax interest and penalties were accrued as a component of tax in the Company's consolidated balance sheet in the amount of $9 million and $8 million as of December 31, 2025 and 2024, respectively.

It is reasonably possible our unrecognized tax benefits will decrease by approximately $64 million within 12 months of our reporting date due to an agreement reached between competent authorities and the expiration of applicable statutes of limitations.

During 2021, as part of a restructuring of European operations, we generated a tax loss of approximately $1.3 billion, which was initially characterized as a capital loss in the 2021 provision. On February 9, 2023, the Company and the IRS agreed to the amount and to the character of the loss as ordinary. This resulted in a reduction in the amount of loss and a release of valuation allowances for a net benefit of $163 million in 2023.

The Company is subject to examination by taxing authorities worldwide. Tax years that are open for adjustment span from 2010 to 2025. Additionally, the Company is under audit in many jurisdictions, and it is reasonably possible that the amount of unrecognized tax benefits may change as the result of the completion of ongoing examinations, the expiration of the statute of limitations or unforeseen circumstances.

The Company's assumptions and estimates pertaining to uncertain tax positions require significant judgment. It is possible that the tax authorities could challenge the Company's estimates and assumptions used to assess the tax benefits, and the actual amount of the tax benefits related to uncertain tax positions may differ materially from these estimates.

Note 12—Financial Instruments

The Company employs established risk management policies and procedures, and, under the terms of our ABS facilities, may be required to enter into interest rate derivatives, which seek to reduce the Company's commercial risk exposure to fluctuations in interest rates and currency exchange rates. Although the instruments utilized involve varying degrees of credit, market and interest risk, the Company contracts with multiple counterparties to mitigate concentrations of risk and the counterparties to the agreements are expected to perform fully under the terms of the agreements. The Company monitors counterparty credit risk, including lenders, on a regular basis, but cannot be certain that all risks will be discerned or that its risk management policies and procedures will always be effective. Additionally, upon the occurrence of an event of default under the Company's International Swaps and Derivatives Association ("ISDA") master derivative agreements, the non-defaulting party generally has the right, but not the obligation, to set-off any early termination amounts under any such agreements against any other amounts owed with regard to any other agreements between the parties to each such agreement.

None of the Company's financial instruments have been designated as hedging instruments as of December 31, 2025 and 2024. The Company classifies cash flows from financial instruments according to the classification of the cash flows of the economically hedged item(s).

Interest Rate Risk

The Company uses a combination of interest rate caps and swaps to manage its exposure to interest rate movements and to manage its mix of floating and fixed-rate debt.

Currency Exchange Rate Risk

The Company uses foreign currency exchange rate derivative financial instruments to manage its currency exposure resulting from intercompany transactions and other cross currency obligations.

Equity Price Risk

The Company entered into capped call derivative financial instruments to manage its exposure to market price movements of Hertz Global common stock in connection with the Exchangeable Notes Due 2030.

Capped Call Transactions 2030

In September 2025, Hertz issued the Exchangeable Notes Due 2030, as disclosed in Note 7, "Debt," and concurrently entered into the Capped Call Transactions 2030 with certain of the initial purchasers or their affiliates at a cost of $38 million. The Capped Call Transactions 2030 cover, subject to certain anti-dilution adjustments, approximately 46,000,000 shares, the number of shares of Hertz Global common stock initially issuable upon exchange of the Exchangeable Notes Due 2030.

The Capped Call Transactions 2030 have an initial strike price of $9.24 per share and an initial cap price of $13.94 per share. The strike price, which is subject to certain adjustments, corresponds to the initial exchange price of the Exchangeable Notes Due 2030. The Capped Call Transactions 2030 are generally intended to compensate (through the payment of cash to Hertz) for potential dilution to Hertz Global common stock upon any exchange of the Exchangeable Notes Due 2030 and/or offset any potential cash payments Hertz is required to make in excess of the principal amount of exchanged Exchangeable Notes Due 2030, as the case may be, with such compensation

and/or offset subject to a cap. The Capped Call Transactions 2030 expire on October 1, 2030, subject to earlier exercise, and must be settled in cash.

The Capped Call Transactions 2030 are recorded on the consolidated balance sheet as a derivative asset at their estimated fair value and are adjusted at the end of each reporting period, with any unrealized gain or loss reflected in Non-vehicle interest expense, net in the consolidated statements of operations. The Capped Call Transactions 2030 are measured at fair value using a Monte Carlo simulation model utilizing observable and unobservable market data. Refer to Note 13, "Fair Value Measurements," for additional information.

Fair Value

The following table summarizes the estimated fair value of financial instruments:

	Fair Value of Financial Instruments			
	Asset Derivatives[1]		Liability Derivatives[1]	
	December 31,		December 31,	
(In millions)	2025	2024	2025	2024
Interest rate instruments[1]	$ 1	$ 2	$ —	$ —
Foreign currency forward contracts[1]	2	1	—	6
Exchange Features 2029 related to Exchangeable Notes Due 2029[2]	—	—	78	61
Exchange Feature 2030 related to Exchangeable Notes Due 2030[3]	—	—	54	—
Capped Call Transactions 2030[4]	21	—	—	—
Total	$ 24	$ 3	$ 132	$ 67

(1) Asset derivatives are recorded in Prepaid expenses and other assets and liability derivatives are recorded in Accrued liabilities in the accompanying consolidated balance sheets.

(2) The Exchange Features 2029, as defined and further disclosed in Note 13, "Fair Value Measurements," were bifurcated as derivatives from the Exchangeable Notes Due 2029 and are recorded in Non-vehicle debt in the accompanying consolidated balance sheets.

(3) The Exchange Feature 2030, as disclosed in Note 7, "Debt," was bifurcated as a derivative from the Exchangeable Notes Due 2030 and is recorded in Non-vehicle debt in the accompanying consolidated balance sheet as of December 31, 2025.

(4) The Capped Call Transactions 2030 were entered into in connection with the Exchangeable Notes Due 2030, as disclosed in Note 7, "Debt," and are recorded in Prepaid expenses and other assets in the accompanying consolidated balance sheet as of December 31, 2025.

The following table summarizes the gains or (losses) on financial instruments for the period indicated:

	Location of Gain (Loss) Recognized on Derivatives	Amount of Gain (Loss) Recognized in Income on Derivatives		
		Years Ended December 31,		
(In millions)		2025	2024	2023
Interest rate instruments	Vehicle interest expense, net	$ (4)	$ (5)	$ (6)
Foreign currency forward contracts	Selling, general and administrative expense	12	(26)	8
Exchange Features 2029 related to Exchangeable Notes Due 2029[1]	Non-vehicle interest expense, net	(6)	7	—
Exchange Feature 2030 related to Exchangeable Notes Due 2030[2]	Non-vehicle interest expense, net	49	—	—

(In millions)	Location of Gain (Loss) Recognized on Derivatives	Amount of Gain (Loss) Recognized in Income on Derivatives		
		Years Ended December 31,		
		2025	2024	2023
Capped Call Transactions 2030	Non-vehicle interest expense, net	(16)	—	—
Total		$ 35	$ (24)	$ 2

(1) The Exchange Features 2029, as defined and further disclosed in Note 13, "Fair Value Measurements," were bifurcated as derivatives from the Exchangeable Notes Due 2029.

(2) The Exchange Feature 2030, as further disclosed in Note 13, "Fair Value Measurements," was bifurcated as a derivative from the Exchangeable Notes Due 2030.

The Company's foreign currency forward contracts and certain interest rate instruments are subject to enforceable master netting agreements with their counterparties. The Company does not offset such derivative assets and liabilities in its consolidated balance sheets, and the potential effect of the Company's use of the master netting arrangements is not material.

Note 13—Fair Value Measurements

Under U.S. GAAP, entities are allowed to measure certain financial instruments and other items at fair value. The Company has not elected the fair value measurement option for any of its assets or liabilities that meet the criteria for this option. Irrespective of the fair value option previously described, U.S. GAAP requires certain financial and non-financial assets and liabilities of the Company to be measured on either a recurring basis or on a nonrecurring basis.

Fair Value Disclosures

The fair value of cash, restricted cash, accounts receivable, accounts payable and accrued liabilities, to the extent the underlying liability will be settled in cash, approximates the carrying values because of the short-term nature of these instruments.

Debt Obligations

The fair value of the debt facilities is estimated based on quoted market rates as well as borrowing rates currently available to the Company for loans with similar terms and average maturities (i.e., Level 2 inputs).

(In millions)	December 31, 2025		December 31, 2024	
	Nominal Unpaid Principal Balance	Aggregate Fair Value	Nominal Unpaid Principal Balance	Aggregate Fair Value
Other Non-Vehicle Debt	$ 4,828	$ 4,187	$ 4,920	$ 4,399
Exchangeable Notes Due 2029	271	311	250	289
Exchangeable Notes Due 2030	425	324	—	—
Total Non-Vehicle Debt	5,524	4,822	5,170	4,688
Vehicle Debt	11,679	11,662	11,280	11,100
Total	$ 17,203	$ 16,484	$ 16,450	$ 15,788

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table summarizes the Company's cash equivalents, restricted cash equivalents and Public Warrants that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy as follows:

	December 31, 2025				December 31, 2024			
(In millions)	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Cash equivalents and restricted cash equivalents	$ 287	$ —	$ —	$ 287	$ 229	$ —	$ —	$ 229
Capped Call Transactions 2030	—	—	21	21	—	—	—	—
Liabilities:								
Public Warrants	$ 222	$ —	$ —	$ 222	$ 178	$ —	$ —	$ 178
Exchange Features 2029	—	—	78	78	—	—	61	61
Exchange Feature 2030	—	—	54	54	—	—	—	—

Cash Equivalents and Restricted Cash Equivalents

The Company’s cash equivalents and restricted cash equivalents primarily consist of investments in money market funds and bank money market and interest-bearing accounts. The Company determines the fair value of cash equivalents and restricted cash equivalents using a market approach based on quoted prices in active markets (i.e., Level 1 inputs).

Public Warrants – Hertz Global

Hertz Global's Public Warrants are classified as liabilities and recorded at fair value in the accompanying consolidated balance sheets as of December 31, 2025 and 2024 in accordance with the provisions of ASC 480, *Distinguishing Liabilities from Equity* ("Topic 480"). See Note 18, "Public Warrants – Hertz Global," for further details. Upon issuance in June 2021, the initial fair value of the Public Warrants was $800 million. The Company calculates the fair value based on the end-of-day quoted market price, a Level 1 input of the fair value hierarchy. For the years ended December 31, 2025, 2024 and 2023, the fair value adjustments resulted in a loss of $44 million and gains of $275 million and $163 million, respectively, and are recorded in change in fair value of Public Warrants in the accompanying consolidated statements of operations for Hertz Global.

Exchangeable Notes Due 2029 - Bifurcated Derivatives

The Exchangeable Notes Due 2029 contain an embedded conversion feature (the "Exchange Feature 2029") that was required to be bifurcated and accounted for separately from the Exchangeable Notes Due 2029 as a derivative liability at fair value. Upon issuance in June 2024, the Company recognized a debt discount within non-vehicle debt, representing the initial fair value of the Exchange Feature 2029.

As disclosed in Note 7, "Debt," the Exchangeable Notes Due 2029 bear PIK interest payable semi-annually on January 15 and July 15. Upon the Semi-annual PIK Event in the first and third quarters of 2025, the Company bifurcated the Exchange Feature 2029 PIK and recognized debt discounts of $3 million and $8 million, respectively, within non-vehicle debt, representing the initial fair values.

As of December 31, 2025, the fair value of the Exchange Feature 2029 and the Exchange Feature 2029 PIK (collectively, the "Exchange Features 2029") was $78 million. Refer also to Note 12, "Financial Instruments," for further information.

The fair value of the Exchange Features 2029 was determined using a lattice model and a “with-and-without” valuation methodology. The inputs used to estimate the fair value of the Exchange Features 2029 include the probability of potential settlement scenarios, the expected timing of such settlement and an expected volatility determined by reference to historical stock volatilities. As the expected volatility input is considered unobservable, the Company has categorized the Exchange Features 2029 as Level 3 input in the fair value hierarchy.

The estimated fair value of the Exchange Features 2029 was computed using the following key inputs as of December 31, 2025 and 2024:

	December 31, 2025	December 31, 2024
Hertz Global common share price	$ 5.14	$ 3.66
Expected term (years)	3.54	4.54
Risk-free interest rate	3.60 %	4.35 %
Credit spread	11.26 %	8.55 %
Expected volatility	35.00 %	48.75 %

The significant unobservable input used in the fair value measurement of the Exchange Features 2029 is expected volatility. Holding other inputs constant, an increase (decrease) in expected volatility would have resulted in a higher (lower) fair value measurement, respectively.

The following table summarizes the activity related to the Exchange Features 2029 measured at fair value utilizing significant unobservable inputs (Level 3):

(In millions)	Exchange Features
Balance as of December 31, 2023	$ —
Initial recognition of derivative liability	68
(Gain) loss in fair value recognized in earnings[1]	(7)
Balance as of December 31, 2024	61
Initial recognition of derivative liability	11
(Gain) loss in fair value recognized in earnings[2]	6
Balance as of December 31, 2025	$ 78

(1) Included in Non-vehicle interest expense, net in the accompanying audited consolidated statements of operations for the twelve months ended December 31, 2024.

(2) Included in Non-vehicle interest expense, net in the accompanying audited consolidated statements of operations for the twelve months ended December 31, 2025.

Exchangeable Notes Due 2030 – Bifurcated Derivative

The Exchangeable Notes Due 2030 contain an embedded conversion feature, the Exchange Feature 2030, that was required to be bifurcated and accounted for separately from the Exchangeable Notes Due 2030 as a derivative liability at fair value. Upon issuance in September 2025, the Company recognized a debt discount within non-vehicle debt, representing the initial fair value of the Exchange Feature 2030. Refer to Note 7, "Debt," and Note 12, "Financial Instruments," for further information.

As of December 31, 2025, the fair value of the Exchange Feature 2030 was $54 million. Refer also to Note 12, "Financial Instruments," for further information.

The fair value of the Exchange Feature 2030 was determined using a lattice model and a “with-and-without” valuation methodology. The inputs used to estimate the fair value of the Exchange Feature 2030 include the probability of potential settlement scenarios, the expected timing of such settlement and an expected volatility

determined by reference to historical stock volatilities. As the expected volatility input is considered unobservable, the Company has categorized the Exchange Feature 2030 as Level 3 in the fair value hierarchy.

The estimated fair value of the Exchange Feature 2030 was computed using the following key inputs at the measurement date as of December 31, 2025 and upon issuance:

	December 31, 2025	Issuance
Hertz Global common share price	$ 5.14	$ 6.84
Expected term (years)	4.75	5.01
Risk-free interest rate	3.71 %	3.74 %
Credit spread	12.45 %	8.36 %
Expected volatility	35.00 %	35.00 %

The significant unobservable input used in the fair value measurement of the Exchange Feature 2030 is expected volatility. Holding other inputs constant, an increase (decrease) in expected volatility would have resulted in a higher (lower) fair value measurement, respectively.

The following table summarizes the activity related to the Exchange Feature 2030 measured at fair value utilizing significant unobservable inputs (Level 3):

(In millions)	Exchange Feature 2030
Balance as of December 31, 2024	$ —
Initial recognition of derivative liability	103
(Gain) loss in fair value recognized in earnings[1]	(49)
Balance as of December 31, 2025	$ 54

(1) Included in Non-vehicle interest expense, net in the accompanying audited consolidated statements of operations for the year ended December 31, 2025.

Capped Call Transactions 2030

As of December 31, 2025, the fair value of the Capped Call Transactions 2030 was $21 million. Refer also to Note 12, "Financial Instruments," for further information.

The fair value of the Capped Call Transactions 2030 was determined using a Monte Carlo simulation model. The key inputs used to estimate the fair value of the Capped Call Transactions 2030 include the share price of Hertz Global common stock, remaining contractual term, risk-free interest rate and an expected volatility determined by reference to historical stock volatilities. As the expected volatility input is considered unobservable, the Company has categorized the Capped Call Transactions 2030 as Level 3 in the fair value hierarchy.

The estimated fair value of the Capped Call Transactions 2030 was computed using the following key inputs at the measurement date as of December 31, 2025 and upon issuance:

	December 31, 2025	Issuance
Hertz Global common share price	$ 5.14	$ 6.80
Expected term (years)	4.75	5.00
Risk-free interest rate	3.71 %	3.74 %
Dividend yield	— %	— %
Expected volatility	36.00 %	36.00 %

The significant unobservable input used in the fair value measurement of the Capped Call Transactions 2030 is expected volatility. Holding other inputs constant, an increase (decrease) in expected volatility would have resulted in a higher (lower) fair value measurement, respectively.

The following table summarizes the activity related to the Capped Call Transactions 2030 measured at fair value utilizing significant unobservable inputs (Level 3):

(In millions)	Capped Call Transactions 2030
Balance as of December 31, 2024	$ —
Initial recognition of derivative asset	37
Gain (loss) in fair value recognized in earnings[2]	(16)
Balance as of December 31, 2025	$ 21

(1) Included in Non-vehicle interest expense, net in the accompanying audited consolidated statements of operations for the year ended December 31, 2025.

Financial Instruments

The fair value of the Company's financial instruments as of December 31, 2025 and 2024 are disclosed in Note 12, "Financial Instruments." The Company's financial instruments are priced using quoted market prices for similar assets or liabilities in active markets (i.e., Level 2 inputs), excluding the Exchange Features 2029, the Exchange Feature 2030 and the Capped Call Transactions 2030, each as disclosed above, which are categorized as Level 3 in the fair value hierarchy.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

During the third quarter of 2024, at the conclusion of the Company’s historical peak rental season, there was a reduction in the cash flow projections in the Americas RAC and International RAC segments, indicating that the carrying values of their long-lived assets may not be recoverable. As a result, the Company tested the recoverability of the “Long-Lived Assets” in its Americas RAC and International RAC segments and determined that an impairment existed. Effective August 31, 2024, the Long-Lived Assets were written down to their estimated fair values (determined using Level 2 inputs). See Note 4, "Long-Lived Assets Impairment," for additional information.

Resulting from the Company's desire to sell the EV Disposal Groups, the associated assets were classified as held for sale and recorded at the lower of carrying value or fair value (as determined using Level 2 inputs) less costs to sell. As of December 31, 2024, the sale of the EV Disposal Groups was substantially complete. See Note 5, "Revenue Earning Vehicles," for additional information.

Note 14—Accumulated Other Comprehensive Income (Loss)

Changes in the accumulated other comprehensive income (loss) balance by component (net of tax) is as follows:

(In millions)	Pension and Other Post-Employment Benefits	Foreign Currency Items	Unrealized Losses from Currency Translation Adjustments on Terminated Net Investment Hedges	Accumulated Other Comprehensive Income (Loss)
Balance as of January 1, 2025	$ (89)	$ (208)	$ (19)	$ (316)
Other comprehensive income (loss) before reclassification	21	60	—	81
Amounts reclassified from accumulated other comprehensive income (loss)	3	—	—	3
Balance as of December 31, 2025	$ (65)	$ (148)	$ (19)	$ (232)

(In millions)	Pension and Other Post-Employment Benefits	Foreign Currency Items	Unrealized Losses from Currency Translation Adjustments on Terminated Net Investment Hedges	Accumulated Other Comprehensive Income (Loss)
Balance as of January 1, 2024	$ (95)	$ (134)	$ (19)	$ (248)
Other comprehensive income (loss) before reclassification	3	(74)	—	(71)
Amounts reclassified from accumulated other comprehensive income (loss)	3	—	—	3
Balance as of December 31, 2024	$ (89)	$ (208)	$ (19)	$ (316)

Note 15—Contingencies and Off-Balance Sheet Commitments

Legal Proceedings

Self-Insured Liabilities

The Company is currently a defendant in numerous actions and has received numerous claims on which actions have not yet commenced for self-insured liabilities arising from the operation of motor vehicles rented from the Company. The obligation for self-insured liabilities on self-insured U.S. and international vehicles, as stated in the accompanying consolidated balance sheets, represents an estimate for both reported accident claims not yet paid and claims incurred but not yet reported. The related liabilities are recorded on an undiscounted basis and are based on actuarially determined estimates using historical claims experience. These estimates include judgment about severity of claims, frequency and volume of claims. As of December 31, 2025 and December 31, 2024, the Company's liability recorded for self-insured liabilities was $648 million and $617 million, of which $508 million and $491 million relates to liabilities incurred by the Company's Americas RAC operations, respectively. The Company believes that its analysis is based on the most relevant information available, combined with reasonable assumptions. The liability is subject to significant uncertainties. The adequacy of the liability is monitored quarterly based on evolving accident claim history. If the Company's estimates change or if actual results differ from these assumptions, the amount of the recorded liability is adjusted to reflect these results.

Loss Contingencies

From time to time the Company is a party to various legal proceedings, typically involving operational issues common to the vehicle rental business. The Company has summarized below the material legal proceedings to

which the Company was a party during the year ended December 31, 2025 or the period after December 31, 2025, but before the filing of this 2025 Annual Report.

Make-Whole and Post-Petition Interest Claims - On July 1, 2021, Wells Fargo Bank, N.A. ("Wells Fargo"), in its capacity as indenture trustee of (1) 6.250% Unsecured Notes due 2022 (the "2022 Notes"), (2) 5.500% Unsecured Notes due 2024 (the "2024 Notes"), (3) 7.125% Unsecured Notes due 2026 (the "2026 Notes") and (4) 6.000% Unsecured Notes due 2028 (the "2028 Notes") issued by The Hertz Corporation (collectively, the “Unsecured Notes”), filed a complaint against The Hertz Corporation and multiple direct and indirect subsidiaries thereof (collectively referred to in this paragraph summary as “defendants”). The filing of the complaint initiated the adversary proceeding captioned Wells Fargo Bank, N.A. v. The Hertz Corp., et al. in the United States Bankruptcy Court for the District of Delaware (the "Delaware Bankruptcy Court"), Adv. Pro. No. 21-50995 (MFW). The complaint seeks a declaratory judgment that the holders of the Unsecured Notes are entitled to payment of certain redemption premiums and post-petition interest that the holders assert total approximately $272 million or, in the alternative, are entitled to payment of post-petition interest at a contractual rate that they assert totals approximately $125 million. The complaint also asserts the right to pre-judgment interest from July 1, 2021 to the date of any judgment. On December 22, 2021, the Delaware Bankruptcy Court dismissed Wells Fargo’s claims with respect to (i) the redemption premium allegedly owed on the 2022 Notes and the 2024 Notes and (ii) post-petition interest at the contract rate. See Wells Fargo Bank, N.A. v. The Hertz Corp., et al., 637 B.R. 781 (Bankr. D. Del. Dec. 22, 2021). On November 9, 2022, the Delaware Bankruptcy Court ruled that the make-whole premium is the same as unmatured interest and is disallowed under the U.S. Bankruptcy Code, granting summary judgment in the defendants’ favor. The Delaware Bankruptcy Court certified the matter directly to the U.S. Court of Appeals for the Third Circuit (the “Third Circuit”) and, on January 25, 2023, the Third Circuit accepted Wells Fargo’s appeal. The Third Circuit held an oral argument for this appeal on October 25, 2023, and on September 10, 2024, the Third Circuit issued its opinion in Wells Fargo Bank, N.A. v. The Hertz Corp., et al., 117 F.4th 109 (3d Cir. 2024). In a 2-1 decision, a panel of the Third Circuit held that the "absolute priority rule" required Hertz to pay the make-whole premium on the 2026 Notes and on the 2028 Notes, and post-petition interest at the contract rate rather than the federal judgment rate on all Unsecured Notes, even though those amounts were disallowed under the Bankruptcy Code. On October 15, 2024, the Company filed a petition with the Third Circuit for a rehearing en banc, which the Third Circuit denied on November 6, 2024. The case has now been remanded to the Delaware Bankruptcy Court for a determination of the exact amount owed by the Company. The Company and the Indenture Trustee do not agree on the proper calculation of the amounts owed, and that dispute remains to be resolved by the Delaware Bankruptcy Court. The Company filed a petition for writ of certiorari with the Supreme Court of the United States ("U.S. Supreme Court") on April 4, 2025. On June 2, 2025, the U.S. Supreme Court issued a docket entry calling for the views of the Solicitor General of the United States ("Solicitor General") on whether it should grant the petition for a writ of certiorari. Subsequently, the Solicitor General filed its brief of the United States recommending that the U.S. Supreme Court deny the Company's petition for writ of certiorai. On January 12, 2026, the U.S. Supreme Court denied the Company's petition for writ of certiorari and remanded the case back to the Delaware Bankruptcy Court for entry of final judgment. On January 27, 2026, Hertz paid Wells Fargo, as indenture trustee, the previously reserved amount of $346 million, including the interest to date, which is the amount that was not disputed by the parties. The Delaware Bankruptcy Court will determine whether any additional amounts are due.

Claims Related to Alleged False Arrests - A group of claims involving allegations that the police detained or arrested individuals in error after the Company reported rental cars as stolen were previously advanced against the Company. These claims first arose from actions allegedly taken by the Company prior to its emergence from bankruptcy reorganization; some claims alleged post-emergence behavior by the Company. These claims have been the subject of press coverage, and the Company has received government inquiries on the matter. The Company has policies to help guide the proper treatment of its customers and to seek to protect itself against the theft of its services or assets, and the Company has taken significant steps to modernize and update those policies. In December 2022, the Company entered into settlement agreements with 364 claimants in full and final resolutions of their claims for an aggregated amount of approximately $168 million (the "Settlement"), all of which amount was paid by the Company during December 2022. The Settlement resolved nearly all of the false arrest-related claims being advanced in the U.S. Bankruptcy Court for the District of Delaware, *Adv. Pro. No. 20-11247 (MFW)* and state court in Delaware (captioned *Flannery, et al. v. Hertz Global Holdings, Inc., et al., C.A. No. N22C-07-100* and *Okoasia, et al. v. Hertz Global Holdings, Inc., et al., C.A. No. N22C-09-531*). Also, as a result of the Settlements,

state court matters pending in Pennsylvania, captioned *Lovelace, et al. v. Hertz Global Holdings, Inc., et al., Case No. 220801729*, and in Florida, captioned *Lizasoain, et al. v. Hertz Global Holdings, Inc., et al., Case No. 2022-015316-CA-1,* were dismissed with prejudice. The Company continues to vigorously defend itself and believes that the ultimate resolution of any remaining claims will not have a material adverse effect on the Company's business, financial condition, results of operations or cash flows. Relatedly, in May 2022, the Company filed a complaint against several of its insurers seeking a determination of its rights under its commercial general liability, and directors and officers liability, insurance policies for these alleged claims in a declaratory judgment action in Delaware Superior Court, *Hertz Global Holdings, Inc., et al. v. ACE American Insurance Co., et al., C.A. No. N22C-05-130 MMJ (CCLD)*. On October 8, 2024, the Delaware Superior Court denied the Company's motion for partial summary judgment and granted the cross-motions for summary judgment and partial summary judgment in favor of the insurers. However, the Company entered into confidential settlement agreements with several of the insurers before and after the ruling. On November 12, 2025, the Delaware Supreme Court affirmed the lower court's ruling in favor of the remaining carriers.

Share Repurchase Program Litigation – On May 11, 2023, Angelo Cascia, a purported stockholder of Hertz Global, filed a putative class and derivative lawsuit in the Delaware Court of Chancery (the "Delaware Chancery Court") against certain current and former directors of Hertz Global, Knighthead Capital Management, LLC ("Knighthead"), Certares Opportunities LLC ("Certares") and CK Amarillo. The claims in the complaint relate to the Company's share repurchase programs approved in November 2021 and June 2022. Among other allegations, the plaintiff claims Board members breached their fiduciary duties in approving these share repurchase programs and that Knighthead, Certares, and CK Amarillo were unjustly enriched because they gained a majority stake in Hertz Global as a result of share repurchases. Defendants filed their motion to dismiss the complaint on July 24, 2023. On March 11, 2024, the Delaware Chancery Court held a hearing on defendants' motion to dismiss. On June 20, 2024, the Delaware Chancery Court granted in part and denied in part the defendants' motion to dismiss. The Delaware Chancery Court dismissed the claims against directors Feikin, Fields, Intrieri and Vougessis with prejudice, dismissed the claims related to the 2021 buyback without prejudice and allowed the remaining claims to proceed. On August 26, 2024, the Board formed a Special Litigation Committee (the "SLC"), made up of two independent directors, to evaluate and take any necessary actions related to the remaining claims. On October 21, 2024, the Delaware Chancery Court granted a motion to stay the litigation, including all discovery, until March 21, 2025. On March 26, 2025, the Delaware Chancery Court extended the stay for an additional 30 days. On April 25, 2025, the SLC filed its report under seal with the Delaware Chancery Court. On May 9, 2025, the SLC filed an unopposed motion to terminate the derivative claims in the litigation. In response, the plaintiff informed the Delaware Chancery Court that he would not oppose the SLC's motion to terminate the derivative claims, declared his intention to continue to prosecute the direct claims only and reserved his right to seek an award of fees based on the alleged benefit conferred to the Company. The Court scheduled a hearing on the SLC's unopposed motion to terminate the derivative claims for November 10, 2025. The parties then settled the direct and derivative claims, subject to approval of the Delaware Chancery Court, which will also determine the amount of attorneys' fees to be awarded to the plaintiff.

Securities Class Action Complaint – On May 31, 2024, a complaint was filed in the United States District Court for the Middle District of Florida (the "Florida Middle District Court"), captioned *Edward M. Doller v. Hertz Global Holdings, Inc. et al*. (No. 2:24-CV-00513). On September 30, 2024, an amended complaint was filed, following the Florida Middle District Court's appointment of a lead plaintiff and a lead counsel. The amended complaint asserts claims against Hertz Global, former Company CEO, Stephen M. Scherr ("Defendant Scherr"), and former Company Chief Financial Officer, Alexandra Brooks, alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder, including concerning statements regarding demand for EVs. Plaintiffs assert claims on behalf of a putative class, consisting of all persons and entities that purchased or otherwise acquired Hertz Global's securities between January 6, 2023 and April 24, 2024. The amended complaint seeks unspecified damages, together with interest, attorneys' fees and other costs. Hertz Global filed a motion to dismiss the complaint on October 30, 2024. On December 19, 2024, the Florida Middle District Court stayed all proceedings, pending a ruling on the motion to dismiss. On October 16, 2025, the Court granted the motion to dismiss in part all claims except those based on two statements by Defendant Scherr in January and April of 2023. The Court directed the clerk to lift the stay.

Data Breach Claims – On April 15, 2025, Zain Jiwani filed a class action complaint against Cleo Communications U.S., LLC (“Cleo”) and the Company in the U.S. District Court for the Northern District of Illinois, Western Division (Rockford, IL) (the "Illinois Northern District, Western Division Court"). Plaintiff alleges that Cleo, a file-transfer vendor for the Company, experienced a data breach event that may have impacted the personal information of certain individuals during the secure file transfer process from the Company’s systems to third-party systems and that Company data may have been acquired by an unauthorized third party that exploited zero-day vulnerabilities within Cleo’s platform in October and December of 2024. Plaintiff alleges that the Company was negligent in failing to secure the data, breached implied contracts and was unjustly enriched. Ten similar class action complaints were filed against the Company shortly thereafter and eventually transferred to the same court, the Illinois Norther District, Western Division Court. The class actions generally seek injunctive relief and unspecified damages. The defendants' responses to the complaints have been stayed pending the Illinois Northern District, Western Division Court's entry of a global scheduling order. At this early stage of the litigation, the Company does not believe that the ultimate resolution of these actions will have a material adverse effect on our financial condition, results of operations or liquidity.

The Company has established reserves for matters where the Company believes that losses are probable and can be reasonably estimated. Other than the aggregate reserve established for claims for self-insured liabilities and the bankruptcy-related litigation, none of those reserves are material. For matters where the Company has not established a reserve, the ultimate outcome or resolution cannot be predicted at this time, or the amount of ultimate loss, if any, cannot be reasonably estimated. These matters are subject to many uncertainties, and the outcome of the individual litigated matters is not predictable with assurance. It is possible that certain of the actions, claims, inquiries or proceedings could be decided unfavorably to the Company or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

Antitrust Litigation Settlements

In September 2025, the Company received notice that, in connection with its participation in a class action settlement in the In re Automotive Parts Antitrust Litigation, No. 2:12-md-02311 (E.D. Mich.), the Company would receive a pro rata settlement distribution in the amount of $154 million. The Company received the settlement distribution on September 30, 2025, in which the associated gain is recorded in Legal settlement in the accompanying audited consolidated statements of operations for the year ended December 31, 2025.

Indemnification Obligations

In the ordinary course of business, the Company has executed contracts involving indemnification obligations customary in the relevant industry and indemnifications specific to a transaction, such as the sale of a business. These indemnification obligations might include claims relating to the following: environmental matters; intellectual property rights; governmental regulations and employment-related matters; customer, supplier and other commercial contractual relationships and financial matters. Specifically, the Company has indemnified various parties for the costs associated with remediating numerous hazardous substance storage, recycling or disposal sites in many states and, in some instances, for natural resource damages. The amount of any such expenses or related natural resource damages for which the Company may be held responsible could be substantial. In addition, Hertz entered into customary indemnification agreements with Hertz Holdings and certain of the Company's stockholders and their affiliates pursuant to which Hertz Holdings and Hertz will indemnify those entities and their respective affiliates, directors, officers, partners, members, employees, agents, representatives and controlling persons, against certain liabilities arising out of performance of a consulting agreement with Hertz Holdings and each of such entities and certain other claims and liabilities, including liabilities arising out of financing arrangements or securities offerings. The Company has entered into customary indemnification agreements with each of its directors and certain of its officers. Performance under these indemnification obligations would generally be triggered by a breach of terms of the contract or by a third-party claim. In connection with the separation of the car rental business in 2016, the Company executed an agreement with Herc Holdings Inc. that contains mutual indemnification clauses and a customary indemnification provision with respect to liability arising out of, or resulting

from, assumed legal matters. The Company regularly evaluates the probability of having to incur costs associated with these indemnification obligations and has accrued for expected losses that are probable and estimable.

Note 16—Related Party Transactions

Other Relationships

On June 19, 2024, Hertz entered into a Note Purchase Agreement ("NPA") with Knighthead Annuity & Life Assurance Company, Knighthead Distressed Opportunities Fund, L.P., Knighthead (NY) Fund, L.P., Knighthead Master Fund, L.P. and CK Opportunities Fund I, LP (collectively, the "Investors"), which entities are investors affiliated with CK Amarillo, an affiliate of Hertz Holdings, in connection with a backstop for Hertz's Exchangeable Notes Due 2029 offering. Under the terms of the NPA, Hertz had the right, but not the obligation, to sell to the Investors up to approximately $44 million in aggregate principal amount of Exchangeable Notes Due 2029 at the same price paid by investors in the offering of Exchangeable Notes Due 2029. At the time of issuance, the Investors purchased approximately $44 million of the Exchangeable Notes Due 2029 on terms no less favorable than those purchased by non-related parties in the offering.

On December 5, 2024, Hertz commenced consent solicitations with respect to its First Lien Senior Notes and its Exchangeable Notes Due 2029 to amend certain provisions of the indentures governing the First Lien Senior Notes and the Exchangeable Notes Due 2029. On December 13, 2024, the Investors affiliated with CK Amarillo, an affiliate of Hertz Holdings, holding Exchangeable Notes Due 2029, collectively received approximately $1 million in consent fees (the "CK Consent Fee") in exchange for tendering their consents to amend certain provisions of the indenture governing the Exchangeable Notes Due 2029. The CK Consent Fee paid to the Investors was at a consent fee level no greater than the consent fee level paid to non-related holders of the Exchangeable Notes Due 2029.

In connection with its vehicle rental businesses, the Company enters into millions of rental transactions every year involving millions of customers. In order to conduct those businesses, the Company also procures goods and services from thousands of vendors. Some of those customers and vendors may be affiliated with members of the Company's Board. The Company believes that all such rental and procurement transactions involved terms no less favorable to the Company than those that it believes would have been obtained in the absence of such affiliation. The Company's Audit Committee oversees compliance through our Standards of Business Conduct, reviews conflicts of interest involving directors and determines whether to approve each transaction that involves the Company or any of its affiliates, on one hand, and (directly or indirectly) a director or member of his or her family or any entity managed by any such person, on the other hand.

Note 17—Equity and Earnings (Loss) Per Common Share – Hertz Global

Equity of Hertz Global Holdings, Inc.

As of December 31, 2025 and 2024, there were 100,000,000 shares of preferred stock authorized, par value $0.01 per share, and 1,000,000,000 shares of Hertz Global common stock authorized, par value $0.01 per share.

Public Warrants

In June 2021, Hertz Global issued 89,049,029 Public Warrants. See Note 18, "Public Warrants – Hertz Global," for attributes of the Public Warrants, which are classified at fair value as a liability for financial reporting purposes under U.S. GAAP.

ATM Equity Offering Program

In May 2025, Hertz Global filed a Form S-3 Registration Statement as well as a prospectus supplement covering the offering, issuance and sale of up to a maximum aggregate offering price of $250 million shares of Hertz Global common stock par value $0.01 per share that may be issued and sold from time to time under an equity distribution

agreement with various banking institutions, acting as the Company's agents, through the ATM Program. As of December 31, 2025, no shares of Hertz Global common stock had been sold under the ATM Program.

Share Repurchase Programs for Common Stock

In June 2022, Hertz Global's independent Audit Committee recommended, and its Board approved the 2022 Share Repurchase Program that authorized repurchases of up to $2.0 billion worth of shares of Hertz Global's outstanding common stock. The 2022 Share Repurchase Program, announced on June 15, 2022, has no expiration date, does not obligate Hertz Global to acquire any particular amount of common stock and can be discontinued at any time. There were no share repurchases during the years ended December 31, 2025 and 2024. As of December 31, 2025, $874 million remains available under the 2022 Share Repurchase Program.

Any future share repurchases will be made at the discretion of Hertz Global's management through a variety of methods, such as open-market transactions (including pre-set trading plans pursuant to Rule 10b5-1 under the Exchange Act), privately negotiated transactions, accelerated share repurchases, and other transactions in accordance with applicable securities laws. There can be no assurance as to the timing or number of any share repurchases.

Earnings (Loss) Per Common Share

Basic earnings (loss) per common share has been computed based upon the weighted-average number of common shares outstanding. Diluted earnings (loss) per common share has been computed based upon the weighted-average number of common shares outstanding plus the effect of all potentially dilutive common stock equivalents, including Public Warrants and the Exchangeable Notes, except when the effect would be antidilutive. Dilutive shares for stock-based instruments and Public Warrants are computed using the treasury stock method and dilutive shares for the Exchangeable Notes are computed using the if-converted method. Additionally, the Company removes the income or expense impacts related to Public Warrants and the Exchangeable Notes when computing diluted earnings (loss) per common share, when the impacts are dilutive.

The following table sets forth the computation of basic and diluted earnings (loss) per common share:

	Years Ended December 31,		
(In millions, except per share data)[1]	2025	2024	2023
Numerator:			
Net income (loss) available to Hertz Global common stockholders, basic	$ (747)	$ (2,862)	616
Change in fair value of Public Warrants	—	—	(163)
Impact of Exchangeable Notes Due 2030	(35)	—	—
Net income (loss) available to Hertz Global common stockholders, diluted	$ (781)	$ (2,862)	$ 452
Denominator:			
Basic weighted-average common shares outstanding	310	306	313
Dilutive effect of stock options, RSUs and PSUs	—	—	1
Dilutive effect of Public Warrants	—	—	11
Dilutive effect of Exchangeable Notes Due 2030	12	—	—
Diluted weighted-average common shares outstanding	322	306	326
Antidilutive Public Warrants[2]	83	83	—
Antidilutive stock options, RSUs and PSUs	17	13	6
Antidilutive shares related to Exchangeable Notes Due 2029	40	19	—
Total antidilutive	140	115	6

(In millions, except per share data)[1]	Years Ended December 31, 2025	2024	2023
Earnings (loss) per common share:			
Basic	$ (2.41)	$ (9.34)	$ 1.97
Diluted	$ (2.43)	$ (9.34)	$ 1.39

(1) The table above is denoted in millions, excluding earnings (loss) per common share. Amounts are calculated from the underlying numbers in thousands, and as a result, may not agree to the amounts shown in the table when calculated in millions.

(2) Prior period amounts have been adjusted in the current period to correct for immaterial errors. These corrections only affect the disclosure of antidilutive Public Warrants and do not impact the earnings (loss) per common share, basic and diluted, for the year ended December 31, 2024.

Note 18—Public Warrants – Hertz Global

The Company accounts for its Public Warrants in accordance with the provisions of Topic 480, under which the Public Warrants meet the definition of a freestanding financial instrument. Although these are publicly traded warrants, they are classified as liabilities due to certain settlement provisions that are only applicable in the event of change of control (as defined by the Public Warrant Agreement). The Public Warrants are recorded at fair value in the accompanying consolidated balance sheets as of December 31, 2025 and 2024. See Note 13, "Fair Value Measurements."

The Public Warrants entitle the holders to receive shares of Hertz Global common stock upon exercise. The Public Warrants have a 30-year term and are exercisable from the date of issuance until June 30, 2051, at which time any unexercised Public Warrants will expire, and the rights of the holders to purchase Hertz Global common stock will terminate. The exercise price of the Public Warrants is subject to adjustment from time to time upon any payment of cash dividends relating to Hertz Global's common stock and the occurrence of certain dilutive events as described in the Public Warrant Agreement.

In connection with the issuance of the Exchangeable Notes Due 2029 in June 2024, an anti-dilution provision in the Public Warrant Agreement required that the exercise price and warrant number be adjusted. This resulted in the exercise price of the Public Warrants decreasing from $13.80 to $13.61, effective upon the issuance of the Exchangeable Notes Due 2029 on June 28, 2024. Effective concurrently with the change in exercise price, the number of shares of Hertz Global common stock to which a holder of a Public Warrant is entitled upon exercise of a Public Warrant increased from one share to 1.0140 shares.

As of December 31, 2025, approximately 6,300,000 Public Warrants had been exercised since their original issuance in June 2021. As of December 31, 2025, approximately 82,700,000 Public Warrants remain outstanding and an exercise price of $13.61. The Public Warrants are recorded at fair value in the accompanying consolidated balance sheets as of December 31, 2025 and 2024. See Note 13, "Fair Value Measurements."

Note 19—Segment Information

The Company's chief operating decision maker ("CODM") is its Chief Executive Officer. The CODM uses Adjusted EBITDA to determine segment profitability, which aids the CODM in the assessment of segment operating performance and assists in the evaluation of resource needs and allocation of resources to the Company's reportable segments. The CODM conducts regular meetings with finance and operational leaders to review targeted results versus actual results to facilitate the evaluation of Adjusted EBITDA. The Company has identified two reportable segments, which are consistent with its operating segments and organized based primarily on the geographic areas in which business is conducted, as follows:

- Americas RAC - Rental of vehicles (cars, crossovers, vans and light trucks), as well as sales of value-added services, in the U.S., Canada, Latin America and the Caribbean. The Company maintains a network of company-operated rental locations in this segment and has franchisees and partners that operate rental locations under the Company's brands; and

- International RAC - Rental of vehicles (cars, crossovers, vans and light trucks), as well as sales of value-added services, in locations other than the U.S., Canada, Latin America and the Caribbean. The Company maintains a network of company-operated rental locations, a majority of which are in Europe, and has franchisees and partners that operate rental locations under the Company's brands.

In addition to its reportable segments, the Company has corporate operations ("Corporate") which includes general corporate assets and expenses and net interest expense on non-vehicle debt. Corporate includes other items necessary to reconcile the reportable segments to the Company's total amounts.

The following tables provide revenue, significant expenses, other segment expenses and the segment measure of profitability, Adjusted EBITDA, by reportable segment, including a reconciliation of Adjusted EBITDA to consolidated income (loss) before income taxes for Hertz Global and Hertz.

	Year Ended December 31, 2025		
(In millions)	Americas RAC	International RAC	Total
Revenues	$ 6,759	$ 1,745	$ 8,504
Significant segment expenses:			
Direct vehicle and operating	4,461	1,031	5,492
Depreciation of revenue earning vehicles and lease charges, net[1]	1,574	353	1,927
Selling, general and administrative	504	228	732
Other segment items[2]	392	9	401
Segment profit (loss): Adjusted EBITDA	$ (172)	$ 124	(48)
Adjustments:			
Corporate[3]			(291)
Non-vehicle depreciation and amortization			(117)
Non-vehicle debt interest, net[4]			(498)
Vehicle debt-related charges[5]			(46)
Restructuring and restructuring related charges[6]			(18)
Unrealized gains (losses) on financial instruments[7]			37
Gain on sale of non-vehicle capital assets[8]			144
Legal settlement[9]			154
Bankruptcy-related litigation reserve[10]			(24)
Other items[11]			(79)
Income (loss) before income taxes - Hertz			(786)
Change in fair value of Public Warrants[12]			(44)
Income (loss) before income taxes - Hertz Global			$ (830)

	Year Ended December 31, 2024		
(In millions)	Americas RAC	International RAC	Total
Revenues	$ 7,398	$ 1,651	$ 9,049
Significant segment expenses:			
Direct vehicle and operating	4,726	971	5,697
Depreciation of revenue earning vehicles and lease charges, net[1]	3,198	413	3,611
Selling, general and administrative	482	244	726
Other segment items[2]	349	(8)	341
Segment profit (loss): Adjusted EBITDA	$ (1,357)	$ 31	$ (1,326)

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In millions)	Year Ended December 31, 2024 Americas RAC	International RAC	Total
Adjustments:			
Corporate[3]			(215)
Non-vehicle depreciation and amortization			(139)
Non-vehicle debt-interest, net			(375)
Vehicle debt-related charges[5]			(45)
Restructuring and restructuring related charges[6]			(66)
Unrealized gains (losses) on financial instruments[7]			(7)
Bankruptcy-related litigation reserve[10]			(292)
Long-Lived Assets impairment[13]			(1,048)
Non-cash stock-based compensation forfeitures[14]			64
Other items[11]			(63)
Income (loss) before income taxes - Hertz			(3,512)
Change in fair value of Public Warrants[12]			275
Income (loss) before income taxes - Hertz Global			$ (3,237)

(In millions)	Year Ended December 31, 2023 Americas RAC	International RAC	Total
Revenues	$ 7,722	$ 1,649	$ 9,371
Significant segment expenses:			
Direct vehicle and operating	4,582	880	5,462
Depreciation of revenue earning vehicles and lease charges, net[1]	1,775	264	2,039
Selling, general and administrative	501	227	728
Other segment items[2]	279	(24)	255
Segment profit (loss): Adjusted EBITDA	$ 585	$ 302	$ 887
Adjustments:			
Corporate[3]			(326)
Non-vehicle depreciation and amortization			(149)
Non-vehicle debt interest, net			(238)
Vehicle debt-related charges[5]			(42)
Restructuring and restructuring related charges[6]			(17)
Unrealized gains (losses) on financial instruments[7]			(117)
Gain on sale of non-vehicle capital assets[8]			162
Other items[9]			(37)
Income (loss) before income taxes - Hertz			123
Change in fair value of Public Warrants[10]			163
Income (loss) before income taxes - Hertz Global			$ 286

(1) Includes the write-down to carrying value of vehicles classified as held for sale. In 2024, also includes the EV Disposal Groups. In 2023, Americas RAC also includes the First EV Disposal Group. See Note 5, "Revenue Earning Vehicles."

(2) Represents certain other segment items that are not deemed significant segment expenses, which primarily consists of vehicle interest expense, net and other adjustments, such as intercompany royalty assessment fees, restructuring and restructuring related charges, vehicle-debt related charges and other miscellaneous items as described in footnote 11 below.

(3) Represents other reconciling items primarily consisting of general corporate expenses as well as other business activities.

(4) Excludes gains (losses) related to the fair value of the Exchange Features 2029 and the Exchange Feature 2030, which are included in footnote 7 below.

(5) Represents vehicle debt-related charges relating to the amortization of deferred financing costs and debt discounts and premiums which are recorded within vehicle interest expense.

(6) Represents charges incurred under restructuring actions as defined in U.S. GAAP. Also includes restructuring related charges such as incremental costs incurred related primarily to personnel reductions, litigation and closure of underperforming locations. In 2025 and 2024, charges are recorded within selling, general and administrative expense. In 2023, charges are recorded within direct vehicle and operating expense and selling, general and administrative expense.

(7) Represents unrealized gains (losses) on derivative financial instruments in which interest rate instrument gains (losses) are recorded within vehicle interest expense, net and foreign currency forward contract gains (losses) are recorded within selling, general and administrative expense. In 2025 and 2024, also includes gains (losses) associated with the Exchange Features 2029 and the Exchange Feature 2030, which are recorded within non-vehicle interest expense, net. See Note 12, "Financial Instruments."

(8) Represents the gains recognized on the sales of certain non-vehicle capital assets sold in 2025 and 2023. See Note 3, "Divestitures."

(9) Represents the gain related to the receipt of a legal settlement distribution in September 2025 in connection with the Company's participation in a class action settlement. See Note 15, "Contingencies and Off-Balance Sheet Commitments."

(10) Represents an increase to an existing bankruptcy-related litigation reserve initially recorded in September 2024, including interest which continues to accrue during each subsequent reporting period. See Note 15, "Contingencies and Off-Balance Sheet Commitments."

(11) Represents miscellaneous items. For 2025, primarily includes a pension plan settlement reserve adjustment, a one-time settlement agreement to restructure an IT contract,, certain IT-related charges, cloud computing costs, an unfavorable litigation ruling and certain concession-related adjustments. For 2024, primarily includes certain IT-related charges, cloud computing costs and certain storm-related vehicle damages, partially offset by a loss recovery settlement and certain litigation settlements. For 2023, primarily includes certain IT-related costs, charges for certain storm-related vehicle damages and certain professional fees and charges related to the settlement of bankruptcy claims, partially offset by a loss recovery settlement.

(12) Represents the change in fair value during the reporting period for Hertz Global's outstanding Public Warrants.

(13) Represents Long-Lived Assets impairment charges recognized in the third quarter of 2024. See Note 4, "Long-Lived Assets Impairment."

(14) Represents former CEO awards forfeited in March 2024. See Note 9, "Stock-Based Compensation."

The following tables provide other significant segment statement of operations, balance sheet and cash flow information for each of Hertz Global and Hertz.

	Years Ended December 31,			
(In millions)	Americas RAC	International RAC	Unallocated[1]	Total Hertz Global and Hertz
2025				
Depreciation and amortization, non-vehicle assets	$ 96	$ 14	$ 7	$ 117
Vehicle interest expense, net[2]	510	98	—	608
Non-vehicle interest expense, net[2]	2	(16)	483	469
2024				
Depreciation and amortization, non-vehicle assets	$ 109	$ 13	$ 17	$ 139
Vehicle interest expense, net[2]	479	111	—	590
Non-vehicle interest expense, net[2]	(4)	(18)	391	369
2023				
Depreciation and amortization, non-vehicle assets	$ 125	$ 11	$ 13	$ 149
Vehicle interest expense, net[2]	456	99	—	555
Non-vehicle interest expense, net[2]	(22)	(10)	270	238

(1) Includes expenses associated with the Company's corporate operations which are not attributable to a particular reportable segment.

(2) The Company's CODM relies primarily on interest expense,net when reviewing targeted results versus actual results to facilitate in the evaluation of segment results.

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In millions)	As of December 31, Americas RAC	International RAC	Unallocated[1]	Total Hertz Global	Unallocated - Hertz[2]	Total Hertz
2025						
Revenue earning vehicles, net[3]	$ 10,844	$ 1,682	$ —	$ 12,526	$ —	$ 12,526
Property and equipment, net	415	63	88	566	—	566
Total assets[4]	17,809	3,357	1,145	22,311	(3)	22,308
2024						
Revenue earning vehicles, net[3]	$ 10,253	$ 1,710	$ —	$ 11,963	$ —	$ 11,963
Property and equipment, net	460	71	92	623	—	623
Total assets[4]	17,386	3,456	960	21,802	(1)	21,801

(1) Includes assets associated with the Company's corporate operations which are not attributable to a particular reportable segment.

(2) Includes assets associated with Hertz's corporate operations which are not attributable to a particular reportable segment.

(3) Includes the carrying amount of vehicles classified as held for sale as of the respective balance sheet date. See Note 5, "Revenue Earning Vehicles."

(4) The consolidated total assets of Hertz Global and Hertz as of December 31, 2025 and 2024 include total assets of VIEs of $1.3 billion and $1.4 billion, respectively, which can only be used to settle obligations of the VIEs. See "Pledges Related to Vehicle Financing" in Note 7, "Debt," for further information.

(In millions)	Years Ended December 31, Americas RAC	International RAC	Unallocated[1]	Total Hertz Global and Hertz
2025				
Expenditures	$ (8,579)	$ (1,700)	$ (1)	$ (10,280)
Proceeds from disposals	6,651	1,637	(2)	8,286
Net expenditures	$ (1,928)	$ (63)	$ (3)	$ (1,994)
2024				
Expenditures	$ (8,931)	$ (1,687)	$ (11)	$ (10,629)
Proceeds from disposals	6,105	1,594	2	7,701
Net expenditures	$ (2,826)	$ (93)	$ (9)	$ (2,928)
2023				
Expenditures	$ (7,736)	$ (1,921)	$ (45)	$ (9,702)
Proceeds from disposals	4,376	1,298	5	5,679
Net expenditures	$ (3,360)	$ (623)	$ (40)	$ (4,023)

(1) Includes assets associated with the Company's corporation operations which are not attributable to a particular reportable segment.

The Company operates in the U.S. and in international countries. International operations are substantially in Europe. The operations within major geographic areas for each of Hertz Global and Hertz are summarized below:

(In millions)	Years Ended December 31, 2025	2024	2023
Revenues			
U.S.	$ 6,422	$ 7,060	$ 7,392
International	2,082	1,989	1,979
Total Hertz Global and Hertz	$ 8,504	$ 9,049	$ 9,371

	As of December 31,				
(In millions)	U.S.	International	Total Hertz Global	U.S. - Hertz	Total Hertz
2025					
Revenue earning vehicles, net[1]	$ 10,473	$ 2,053	$ 12,526	$ —	$ 12,526
Property and equipment, net	484	82	566	—	566
Operating lease right-of-use assets	1,927	330	2,257	—	2,257
Total assets	18,242	4,069	22,311	(3)	22,308
2024					
Revenue earning vehicles, net[1]	$ 9,880	$ 2,083	$ 11,963	$ —	$ 11,963
Property and equipment, net	535	88	623	—	623
Operating lease right-of-use assets	1,815	273	2,088	—	2,088
Total assets	17,670	4,132	21,802	(1)	21,801

(1) Includes the carrying amount of vehicles classified as held for sale as of the respective balance sheet date. See Note 5, "Revenue Earning Vehicles."

Note 20—Subsequent Events

In January 2026, the Company made a payment for the stipulated amount of $346 million in connection with the case captioned Wells Fargo Bank, National Association v. The Hertz Corporation, et. al., as further disclosed in Note 15, "Contingencies and Off-Balance Sheet Commitments."

In February 2026, Hertz increased the committed amounts under its Standby LCs by approximately $200 million, as further disclosed in Note 7, "Debt."

SCHEDULE I
CONDENSED FINANCIAL INFORMATION OF REGISTRANT
HERTZ GLOBAL HOLDINGS, INC.

PARENT COMPANY BALANCE SHEETS
(In millions, except par value and share data)

	December 31,	
	2025	2024
ASSETS		
Cash and cash equivalents	$ —	$ 1
Restricted cash and cash equivalents	—	—
Total cash and cash equivalents and restricted cash and cash equivalents	—	1
Prepaid expenses and other assets	3	—
Investments in subsidiaries, net	(243)	326
Deferred income taxes, net	3	4
Total assets	$ (237)	$ 331
LIABILITIES AND STOCKHOLDERS' EQUITY		
Public Warrants	222	178
Total liabilities	222	178
Stockholders' equity:		
Preferred stock, $0.01 par value, no shares issued and outstanding	—	—
Common stock, $0.01 par value, 486,543,836 and 481,502,623 shares issued, respectively, and 311,731,792 and 306,690,579 shares outstanding, respectively	5	5
Treasury stock, at cost, 174,812,044 and 174,812,044 common shares, respectively	(3,430)	(3,430)
Additional paid-in capital	6,447	6,396
Retained earnings (Accumulated deficit)	(3,249)	(2,502)
Accumulated other comprehensive income (loss)	(232)	(316)
Total stockholders' equity	(459)	153
Total liabilities and stockholders' equity	$ (237)	$ 331

The accompanying notes are an integral part of these financial statements.

SCHEDULE I (Continued)
CONDENSED FINANCIAL INFORMATION OF REGISTRANT
HERTZ GLOBAL HOLDINGS, INC.

PARENT COMPANY STATEMENTS OF OPERATIONS
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Revenues	$ —	$ —	$ —
Expenses:			
Change in fair value of Public Warrants	44	(275)	(163)
Total expenses	44	(275)	(163)
Income (loss) before income taxes and equity in earnings (losses) of subsidiaries	(44)	275	163
Income tax (provision) benefit	—	—	1
Equity in earnings (losses) of subsidiaries, net of tax	(703)	(3,137)	452
Net income (loss)	$ (747)	$ (2,862)	$ 616

The accompanying notes are an integral part of these financial statements.

PARENT COMPANY STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Net income (loss)	$ (747)	$ (2,862)	$ 616
Total other comprehensive income (loss)	84	(68)	46
Total comprehensive income (loss)	$ (663)	$ (2,930)	$ 662

The accompanying notes are an integral part of these financial statements.

SCHEDULE I (Continued)
CONDENSED FINANCIAL INFORMATION OF REGISTRANT
HERTZ GLOBAL HOLDINGS, INC.

PARENT COMPANY STATEMENTS OF CASH FLOWS
(In millions)

	Years Ended December 31,		
	2025	2024	2023
Net cash provided by (used in) operating activities	$ (3)	$ (2)	$ 3
Cash flows from financing activities:			
Share repurchases	—	—	(315)
Dividends from Hertz	13	7	321
Other	(11)	(4)	(9)
Net cash provided by (used in) financing activities	2	3	(3)
Net increase (decrease) in cash and cash equivalents and restricted cash and cash equivalents during the period	(1)	1	—
Cash and cash equivalents and restricted cash and cash equivalents at beginning of period	1	—	—
Cash and cash equivalents and restricted cash and cash equivalents at end of period	$ —	$ 1	$ —

The accompanying notes are an integral part of these financial statements.

SCHEDULE I (Continued)
HERTZ GLOBAL HOLDINGS, INC.
NOTES TO PARENT COMPANY FINANCIAL STATEMENTS

Note 1—Background and Basis of Presentation

Hertz Global Holdings, Inc. was incorporated in Delaware in 2015 and wholly owns Rental Car Intermediate Holdings, LLC which wholly owns Hertz, Hertz Global's primary operating company.

These condensed parent company financial statements reflect the activity of Hertz Holdings as the parent company to Hertz and have been prepared in accordance with Rule 12-04, Schedule 1 of Regulation S-X, as the restricted net assets of Hertz exceed 25% of the consolidated net assets of Hertz Holdings. This information should be read in conjunction with the consolidated financial statements of Hertz Global included in this 2025 Annual Report under the caption Item 8, "Financial Statements and Supplementary Data."

Note 2—Contingencies

For a discussion of the commitments and contingencies of Hertz Holdings, refer to the sections below included in Note 15, "Contingencies and Off-Balance Sheet Commitments," to the Notes to its consolidated financial statements included in this 2025 Annual Report under the caption Item 8, "Financial Statements and Supplementary Data."

- Share Repurchase Program Litigation
- Securities Class Action Complaint

The remaining sections of Note 15, "Contingencies and Off-Balance Sheet Commitments," and Note 10, "Leases," describe the commitments and contingencies of Hertz Holdings, including its subsidiaries.

Note 3—Dividends

In 2025 and 2024, $13 million and $7 million of cash dividends were paid by Hertz to Hertz Holdings. In 2023, $321 million in cash dividends were paid by Hertz to Hertz Holdings to fund common stock repurchases. There were no non-cash dividends paid by Hertz in 2025, 2024 or 2023.

Note 4—Share Repurchases

For a discussion of the share repurchase programs of Hertz Holdings, see Note 17, "Equity and Earnings (Loss) Per Common Share – Hertz Global" in Part II, Item 8 of this 2025 Annual Report. There were no share repurchases during the years ended December 31, 2025 and 2024.

SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS

HERTZ GLOBAL HOLDINGS, INC. AND SUBSIDIARIES
THE HERTZ CORPORATION AND SUBSIDIARIES
(In millions)

	Balance at Beginning of Period	Additions		Deductions	Balance at End of Period
		Charges to Earnings	Translation Adjustments		
Receivables allowances:					
Year Ended December 31, 2025	$ 59	$ 127	$ —	$ (95) (1)	$ 91
Year Ended December 31, 2024	47	120	—	(108) (1)	59
Year Ended December 31, 2023	45	93	—	(91) (1)	47
Tax valuation allowances:					
Year Ended December 31, 2025	$ 839	$ 69	$ 38	$ (15) (3)	$ 931
Year Ended December 31, 2024	305	558 (2)	(15)	(9) (3)	839
Year Ended December 31, 2023	511	22	10	(238) (3)	305

(1) Amounts written off, net of recoveries.

(2) Activity represents the establishment of $383 million and $175 million of domestic and foreign valuation allowances, respectively.

(3) Activity represents the release of a valuation allowance.

EXHIBIT G
OPERATIONS GUIDE
TABLE OF CONTENTS

General Policies

RAC-2 Control of Overdue Rentals and Recovery of Stolen Vehicles
Theft reporting guidlines for Franchise Units
RAC-3 Ordering and Controlling Rental Agreements
FB-4457 Late Arrivals & Diversions - Reservation Guarantee
FB-4623 Hours of Operation
Social Media Policy
COM-2 Media Requests and Public Statements Policy
FB-4395 Franchise, Canada Rentals, Returns & Exchanges Field Bulletin
SAFE-8 Compliance with Manufacturer Recall
FLT-7 Controlling Vehicle Physical Inventory
FB-4462 Rental Denial Customer Service

Information & Procedures

Understanding the SAQs for PCI DSS
IT-1 Global Information Security Policy
Franchise Information Security Standards
4563 Privacy Policy for Rental Customers
RAC-82 Impound Abandoned Stolen Vehicles Policy and Procedure
FB-4397 Literature Requirements Field Bulletin
FB-4570 Intel Relocation Program Field Bulletin
FB-4389 IBM Contract Rate Program
FB-4441 Emergency Roadside Service (ERS) Field Bulletin
SY-13 Child Car Seat Safety Policy
FB-4622 Pay Now / Pay Later Reservations
MKT-4 Loyalty Rewards Program Policy
SY-14 Chemical Handling, Purchasing, and Safety Policy
FB-4506 Heart Award Field Bulletin
FB-4511 Frequent Traveler Programs Field Bulletin
FB-4226 Damage Collection Process Field Bulletin
FB-4036 Extra Hour Charges and Grace Periods
FB-3903 After Hours Returns
FB-3838 Cross Border Rental
HR-3 Employee Discounts on Hertz Vehicles
FB-4538 Disaster Policy Field Bulletin
FB-4607 Damage Waivers
FB-4227 Canada Field Operation Damage Collection Process Field Bulletin
FB-4324 Busing Standards Field Bulletin
FB-4576 American Express Platinum and Centurion Field Bulletin
FB-4517 Additional Authorized Operator Field Bulletin
FB-4497 Acceptable Forms of Payment Field Bulletin
RAC-86 Suspended Rental Privileges (SRP) Policy
SCTY-3 Protection of Assets and Confidential Material Procedure
RAC-84 Fixed Base Operator (FBO) Fractional Jet Policy
FB-4530 Airport FBO Hotel Concession Recovery Other Fees and Surcharge
RAC-79 - Driver's License Policy
4591 First Choice Services

EXHIBIT H
LIST OF CURRENT AND FORMER FRANCHISEES

List of Current Franchisees

CITY	STATE	FRANCHISEE NAME	COMPANY NAME	ADDRESS	PHONE
ABERDEEN	SD	Mark Caven	Aberdeen Flying Service, Inc.	4430 HWY 12 EAST ABERDEEN, SD 57401	(605) 225-1385
OXNARD	CA	Najibullah Rassoli	Ammi Holdings, Inc.	2889 W. 5TH STREET #113 OXNARD, CA 93030	(818) 602-3430
OMAHA	NE	Vergil & Molly Flodman	Auto Rental Services, LLC.	4601 ABBOTT DRIVE OMAHA, NE 68110	(402) 699-8542
OTAY	CA	Mario Cervara	AVASA, Inc.	2745 OTAY PACIFIC DR. OTAY, CA 92514	(844) 705-8085
MELBOURNE	FL	Saad Ahmad & Majed Soboh	Brevard Capital Group, Inc.	1 AIR TERMINAL PKWY MELBOURNE, FL 32901	(321) 727-8484
GRAND ISLAND	NE	Darin Brown	Buck Enterprises, Inc.	3773 SKYPARK ROAD SUITE 2 GRAND ISLAND, NE 69901	(308) 384-4741
COLUMBUS	OH	Blaine Byers	Byers Car Rentals, LLC.	4600 INTERNATIONAL GATEWAY COLUMBUS, OH 43219	(614) 239-1084
BENTONVILLE	AR	Carl Corley	Carco Carriage Corp.	1 AIRPORT BLVD SUITE 106 BENTONVILLE, AR 72712	(479) 205-0388
SEATTLE	WA	Estate of Doris Cassan	Cassan Enterprises, Inc.	3150 S. 160TH STREET SEATTLE, WA 98188	(206) 433-5825
MISSOULA	MT	Ethan Ranger & Eric Grutsch	Clark Fork Valley Rentals, Inc.	1905 W. BROADWAY MISSOULA, MT 59808	(406) 880-7815
HUNTSVILLE	AL	Vince Wasik Garrett Stonehouse	Eagle Automotive, LLC.	1000 GLENN HEARN BLVD HUNTSVILLE, AL 35824	(256) 513-6488
ANCHORAGE	AK	Craig Floyd	Floyd & Sons, Inc.	3730 SPENARD RD. ANCHORAGE, AK 99503	(907) 248-5338
GYPSUM	CO	Chris Baddick	Frontier Rental, Inc.	216 ELDON WILSON RD. GYPSUM, CO 81637	(970) 549-2161
FLETCHER	NC	Estate of Jefferey J Schoepfel	GSP Transportation, Inc.	61 TERMINAL DRIVE STE 19 FLETCHER, NC 28732	(828) 684-2513
GARDEN CITY	KS	Jenna Shook	LAG Rentals, LLC.	2221 AIR SERVICE DR.	(620) 276-7302

CITY	STATE	FRANCHISEE NAME	COMPANY NAME	ADDRESS	PHONE
				GARDEN CITY, KS 67846	
WORCESTER	MA	Ed Bresnahan	Middleboro Auto Discount Center, Inc.	375 AIRPORT DR. WORCESTER, MA 01602	(508) 325-2900
WINSLOW	AZ	Ben Hatch	Marvin Hatch Company	1001 MINNETONKA N. WINSLOW, AZ 86047	(928) 289-1993
ST. LOUIS	MO	Mary O' Daniels	Missouri Rental & Leasing, Inc.	4358 CYPRESS RD. ST. LOUIS, MO 63074	(314) 707-0484
BOZEMAN	MT	Jerry Petersen	Overland West, Inc.	850 GALLATIN FIELD ROAD, SUITE 8 BOZEMAN, MT 59714	(406) 388-6939
FAIRBANKS	AK	Peter Lundquist	Rental Services, LLC.	6450 AIRPORT WAY FAIRBANKS, AK 99709	(907) 451-4360
OKLAHOMA CITY	OK	Lisa Dahlgren	TAG OKC, LLC.	5201 S. MERIDIAN OKLAHOMA CITY, OK 73119	(405) 681-0151

LIST OF FORMER FRANCHISEES

CITY	STATE	FRANCHISEE NAME	COMPANY NAME	ADDRESS	PHONE
ARLINGTON	TX	Sam Mahrouq	MEI Auto Rental	201 N. COLLINS ST. ARLINGTON, TX 76011	(817) 308-0384
LOS ANGELES	CA	Mohsen Movagher	Vancars USA Inc.	1025 S. LABREA AVE LOS ANGELES, CA 90019	(323) 933-2760
MARQUETTE	MI	Sharon & Dick Dunn	SR & D ENTERPRISES INC	225 AIRPORT RD. MARQUETTE, MI 49841	(906) 346-4355
SPOKANE	WA	Barry & Bernadette Curry	CENTRAC INC	9000 W AIRPORT DR. SPOKANE, WA 99224	(509) 994-8651
RIDGECREST	CA	Ayub Dhar	AMERICAN LOAN MASTERS INC	103 W INYORKEN RD. RIDGECREST, CA 93555	(760) 446-4554
PASCO	WA	Shirley Anderson	Atlast Capital, LLC	3601 N. 20TH AVENUE PASCO, WA 99301	(509) 547-0111
ROSEMEAD	CA	Lany Puspitawati	AWARD AUTO DEALER INC	8446 GARVEY AVE ROSEMEAD, CA 91770	(626) 695-7594
PALMDALE	CA	Gus Camacho	GGC RENTAL GROUP INC	412 Auto Vista Dr Palmdale, CA 93551	(661) 609-9927

EXHIBIT I
SAMPLE OF GENERAL RELEASE LANGUAGE

The following is our current general release language that we expect to include in a release that a franchisee may sign as a part of an approved transfer, upon renewal, or other transaction. We may, in our sole discretion, periodically modify the release.

EXHIBIT I
GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee may sign as part of an approved transfer, upon renewal, or other transaction. We may, in our sole discretion, periodically modify the release.

GENERAL RELEASE

THIS GENERAL RELEASE (the "**General Release**") is made by the undersigned (hereinafter "**Franchisee**") for the benefit of [Franchisor]., an [state] [type of entity] (hereinafter, "**Franchisor**"), on this ____ day of _____, 20____.

RECITALS:

WHEREAS, Franchisee is a [Brand] franchisee and operates a Vehicle Renting Business using the [Brand] Marks (the "**Franchised Business**") pursuant to that certain franchise agreement (the "**Franchise Agreement**") dated _____;

WHEREAS, Franchisee desires to [renew/transfer/other] its franchise with Franchisor or desires Franchisor's consent to [renew/transfer/other] in connection with the Franchise Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Franchisee hereby agrees, covenants and promises as follows:

1. Franchisee, its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership, or operation of the Franchised Business. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise Agreement or the Franchised Business. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein (other than the transfer that is taking place).

2. General Terms.

    a. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

b. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

c. This Release may be executed in counterparts, with signatures exchanged electronically, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

d. The captions in this Release are for the sake of convenience only and shall neither amend nor modify the terms hereof.

e. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

f. No amendment, change, or variance from this Release shall be binding on either party unless in writing, and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

[FRANCHISOR]
By:_____
Name:_____
Title:_____

[FRANCHISEE]
By:_____
Name:_____
Title:_____

EXHIBIT J
LIST OF ADMINISTRATORS

In the following table are the state administrators responsible for the review, registration, and oversight of franchises in pertinent states:

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation Franchise Investment Division 2101 Arena Blvd. Sacramento, California 95834 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222
HAWAII Department of Commerce & Consumer Affairs Office of Consumer Protection 335 Merchant Street Room 201 Honolulu, Hawaii 96813 (808) 586-2727	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept 401 Bismarck, North Dakota 58505-0500 (701) 328-2910
ILLINOIS Chief, Franchise Bureau Attorney General's Office 500 South 2nd Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division — Franchise Section 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Securities Division 302 West Washington, Room E111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Secretary of State Division of Securities 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-4823
MARYLAND Office of the Attorney General Consumer Protection Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	**VIRGINIA** Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 E. Main Street Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th floor Lansing, Michigan 48913 (517) 373-7117	**WASHINGTON** Department of Financial Institutions Division of Securities 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760

MINNESOTA Department of Commerce Securities Section 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Department of Financial Institutions Division of Securities 4345 West Washington Street, 4th Floor Madison, Wisconsin 53703 (608) 266-3364

EXHIBIT K
AGENTS FOR SERVICE OF PROCESS

The following officials or state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation Franchise Investment Division 2101 Arena Blvd. Sacramento, California 95834 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8170
HAWAII Department of Commerce & Consumer Affairs Office of Consumer Protection 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2630	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue, Dept 401 Bismarck, North Dakota 58505-0500 (701) 328-2910
ILLINOIS Chief, Franchise Bureau Attorney General's Office 100 W. Randolph Street 11th Floor Chicago, Illinois 60601 (312) 814-3000	**RHODE ISLAND** Department of Business Regulation Securities Division — Franchise Section 1511 Pontiac Avenue, Bldg. 69-2 Cranston, Rhode Island 02920 (401) 462-9520
INDIANA Secretary of State Securities Division 302 West Washington, Room E111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Secretary of State Division of Securities 124 S. Euclid Ave., Suite 104 Pierre, South Dakota 57501 (605) 773-4823
MARYLAND Office of the Attorney General Consumer Protection Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6550	**VIRGINIA** Division of Securities and Retail Franchising 102 Governor Street Richmond, Virginia 23219 (804) 786-2042
MICHIGAN Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th floor Lansing, Michigan 48913 (517) 335-7571	**WASHINGTON** Department of Financial Institutions Division of Securities 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760

MINNESOTA Department of Commerce Securities Section 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 296-6805	**WISCONSIN** Department of Financial Institutions Division of Securities 4822 Madison Yards Way, P.O. Box 7854 Madison, Wisconsin 53707-7854 (608) 267-1718

EXHIBIT L
STATE-SPECIFIC DISCLOSURE ADDENDA

ADDENDUM TO DOLLAR RENT A CAR, INC.
DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for DOLLAR RENT A CAR, INC. shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this Addendum to the Disclosure Document.

EXHIBIT M
STATE-SPECIFIC FRANCHISE AGREEMENT AMENDMENTS

AMENDMENT TO THE DOLLAR RENT A CAR , INC.
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Franchise Agreement (the "**Agreement**") agree to amend the Agreement as follows (the "**Amendment**"). Capitalized terms not defined in this Amendment have the meanings they are assigned in the Agreement.

1. The North Dakota Securities Commissioner has held certain provisions to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.). To the extent the Agreement contains provisions that are contrary to North Dakota public policy as indicated by the following, such provisions are amended accordingly:

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Franchise Agreement Amendment on the same date as the Franchise Agreement was executed.

[FRANCHISEE]	[FRANCHISOR]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT N
STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	
Michigan	
North Dakota	
South Dakota	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT O
RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dollar offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting held to discuss the franchise sale or at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dollar does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows: **GJ Kistemaker, Senior Vice President, Global Franchise Operations, c/o The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928, GJK@hertz.com.**

Issuance Date: _____

We authorize the agents listed in Exhibit J to receive service of process for us.

I have received a Disclosure Document dated March 20, 2026 that included the following Exhibits and other Attachments:

Exhibit A:	Franchise Agreement	Exhibit G:	Operations Guide Table of Contents
Exhibit B:	Confidentiality Agreement (Prospective Franchisees)	Exhibit H:	List of Current and Former Franchisees
Exhibit C:	Multiple Brand Franchising Addendum	Exhibit I:	Sample General Release Language
Exhibit C-1:	Multiple Brand Franchising Addendum for New Franchisees	Exhibit J:	List of Administrators
Exhibit C-2:	Multiple Brand Franchising Addendum for Existing Franchisees	Exhibit K:	Agents for Service of Process
Exhibit D:	[Intentionally Omitted]	Exhibit L:	State-Specific Disclosure Addenda
Exhibit E:	Guarantee of Performance	Exhibit M:	State-Specific Franchise Agreement Amendments
Exhibit F:	Financial Statements	Exhibit N:	State Effective Dates
		Exhibit O:	Receipts

_____ _____

Date Received Prospective Franchisee

_____

Name (please print)

Address:_____

_____

(RETURN THIS COPY TO US)

[EXHIBIT O]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dollar offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting held to discuss the franchise sale or at least 10 business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dollar does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows: **GJ Kistemaker, Senior Vice President, Global Franchise Operations, c/o The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928, GJK@hertz.com.**

Issuance Date: _____

We authorize the agents listed in Exhibit J to receive service of process for us.

I have received a Disclosure Document dated March 20, 2026 that included the following Exhibits and other Attachments:

Exhibit A:	Franchise Agreement	Exhibit G:	Operations Guide Table of Contents
Exhibit B:	Confidentiality Agreement (Prospective Franchisees)	Exhibit H:	List of Current and Former Franchisees
Exhibit C:	Multiple Brand Franchising Addendum	Exhibit I:	Sample General Release Language
Exhibit C-1:	Multiple Brand Franchising Addendum for New Franchisees	Exhibit J:	List of Administrators
Exhibit C-2:	Multiple Brand Franchising Addendum for Existing Franchisees	Exhibit K:	Agents for Service of Process
Exhibit D:	[Intentionally Omitted]	Exhibit L:	State-Specific Disclosure Addenda
Exhibit E:	Guarantee of Performance	Exhibit M:	State-Specific Franchise Agreement Amendments
Exhibit F:	Financial Statements	Exhibit N:	State Effective Dates
		Exhibit O:	Receipts

_____ _____

Date Received Prospective Franchisee

_____

Name (please print)

Address:_____

_____

(RETAIN THIS COPY FOR YOUR RECORDS)