



CAR SHARING SERVICE RULES AND REGULATIONS

1 Signing up and booking service through the Car Sharing mobile app and/or website

1.1 After accessing the E-Vai Srl website and/or any mobile app, the Customer must: download the app, submit a copy of his/her driver's license or ID to complete the registration, and provide the following information:

- first name and surname as they appear on your ID;
- date and place of birth;
- home address (if current home address is different from any shown on your paperwork / ID);
- mobile phone number;
- email address;
- credit card information;
- driver's license number, issuance date, and expiry date;
- vehicle pick-up date and time;
- vehicle return date and time;
- preferred class of vehicle;
- the car park where you would like to pick-up the vehicle;
- with E-Vai Srl authorisation: the different car park to which the Customer wishes to return the vehicle.

1.2 Once the booking has been completed according to the instructions provided above, a confirmation appears either through the *web browser* or on the *mobile app*, with a summary of all data entered by the Customer, who then confirms by clicking the proper button. If the Customer does not confirm, all data required under Article 1.1. above must be re-entered.

1.3 Customer receives a booking-confirmation email and update on the mobile app.

1.4 Bookings may be placed up until 18 hours before the service start time. Acceptance of late bookings will be based on vehicle availability. E-Vai will always be working to fulfil as many requests for vehicle hires as possible.

2 Profile Rates and Payments

2.1 Current profile rates are as follows:

A. "Gold" profile

Upon signing the Contract, the Customer may activate his/her profile by paying a Euro 60.00 (SIXTY AND 00/100 EURO) registration fee, at which point the Service will become active. Payments must be made by credit card. Once the Customer has filled out all forms and paid the registration fee, he/she can reload his/her Prepaid Card with credit to use for the Service of E-Vai Srl (hereinafter, the "Prepaid Card"). The Prepaid Card can only be reloaded via credit-card payment. Reloads will remain active for twelve months from the date of payment. Each time the Customer uses the Service, the price of the Service, based on the price list posted to the website www.e-vai.com, will be automatically deducted from the balance available on the Prepaid Card.

If the Prepaid Card has a zero balance, the Customer may utilise the Service by making an additional payment. In case of insufficient funds on the Prepaid Card to cover the actual cost of the vehicle hire, the balance will be charged directly to the credit card provided.

B. "Silver" profile

After signing the Contract, the Customer will activate his/her profile by entering his/her credit card information into the E-Vai Srl system, giving him/her immediate access to the Service.

Each time the Customer uses the Service, the price will be calculated based on the price list posted to the website www.e-vai.com, and will be charged directly to the credit card provided by the Customer.

2.2 When Customers sign up for a GOLD profile, their registration fee (see Article 2.1 above) will be automatically applied to their Prepaid balance, and available to the Customer to book the Service.

2.3 All payments and charges listed in these Rules and Regulations are provided for informational use only. Charges including but not limited to fines, administrative fees for managing violations, etc., will be charged to the credit card on file.

2.4 Once the credit card details have been entered, the E-Vai system will place a Euro 0.02 (two cent) hold on the credit card for verification purposes. Any time the credit-card information on file changes, a two-cent hold will be placed for purposes of verification. A Euro 0.02 (two cent) credit-card hold will likewise be placed as an additional check prior to any car hire. A Euro 50.00 (FIFTY AND 00/100 EURO) deposit will be automatically charged to guarantee the booking. The deposit will be applied against the full payment for the booking once made.

2.5 These profile rates are subject to change: notice will be provided through the company's website.

3 Service period and mileage

3.1 The service period (calculated by either the onboard computer system and/or the customer service agent) is usually equal to the sum of all booking hours. For any extension or late return, the service period will be equal to the number of hours between the start time entered at the booking phase, and the actual time the service ended. For any early returns, the Customer will still be charged the actual hours of his/her booking.

3.2 A fourteen-minute grace period will apply to vehicle return to account for the inspection formalities. From the fifteenth through the thirtieth minute following vehicle return, a half hour at the listed rate will apply. The price list is available through the Car Sharing website.

3.3 Mileage may be calculated in hard-copy format by the E-Vai Srl customer service agent at the moment the vehicle is returned and/or automatically by the onboard computer system from the moment the vehicle is picked up, until the moment it is returned.

4 Vehicle handover

4.1 E-Vai Srl will provide the vehicle in good working order, complete with all required documents and onboard accessories.

4.2 The Customer may pick up the vehicle beginning at the Car-Sharing service start time appearing on their booking. Newly registered users must have their documents/ID reviewed by E-Vai Srl personnel prior to using the Service.

4.3 To pick-up a vehicle, the Customer must:

- open the mobile app and launch his/her vehicle hire;
- wait for the gate to lift (this may take up to one minute);
- if the gate does not lift, repeat the operation. If the gate still does not lift, the Customer must contact E-Vai Srl using the toll-free number or other contact number appearing on the Car Sharing service website, or request assistance from the customer service agent onsite, if available;
- for electric vehicles, the Customer must: place the recharging card (located in the vehicle's glove box) onto the display of the charging station, wait for the command to detach the cable, and detach the cable, taking care to place it in the boot of the vehicle;
- check to make sure that the petrol gauge shows the tank to be at least 1/4 full, or for electric vehicles, at least a 50% charge;

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Tax ID and VAT no. 09541470960 – REA [Econ./Admin. Index] MI 2097190
Company subject to the direction and coordination
of FNM S.p.A.



- remove the key from the keyholder; use the key throughout the vehicle hire.

4.4 When picking up the vehicle, the Customer must check for any visible damage (including but not limited to: damage to the body, wheels, or interior of the vehicle, etc.).

Any problems discovered, along with the date and start time for the Car Sharing service, must be promptly reported to E-Vai Srl by contacting the toll-free number or contact number appearing on the Car Sharing service website. The Customer must also check for the binder inside the vehicle (containing the vehicle's insurance card, vehicle registration, accident report form) along with the following items:

- vehicle owner's manual (including maintenance information);
- recharging card (for electric cars).

4.5 Unforeseeable events may cause a vehicle booked by a Customer to be unavailable.

In such cases, the E-Vai Srl customer service agent (if onsite at the car park) will provide the Customer a different vehicle available at the same car park (or in the immediate vicinity). Should no E-Vai Srl staff be available at the car park, the Customer must contact E-Vai Srl using the toll-free number, or the telephone number appearing on the Car Sharing service website, where a customer service representative will offer the Customer a different vehicle (if available) at the same car park, or in the immediate vicinity.

4.6 Vehicles may be picked up 24/7 from E-Vai pick-up sites.

5 Vehicle use

5.1 The Customer agrees to return the vehicle in good condition (in working order, with a clean exterior and interior).

The following rules apply, without exception, whilst aboard the vehicles:

- no smoking;
- no pets or other animals.

Any violation of those rules and/or restrictions will result in a Euro 60.00 (SIXTY AND 00/100 EURO) fine being charged to the Customer. Vehicles cannot be used:

- whilst the driver is under the influence of alcohol, or psychotropic substances, which are incompatible with driving (whether because prohibited by law or not recommended);
- in any type of race, competition, or test, or off the public roadway;
- for any unlawful purpose;
- for driver's education purposes;
- to transport any type of cargo or hazardous substance;
- to transport any item or substance which, due to its nature, might damage the vehicle and/or delay E-Vai Srl's ability to rent the vehicle to another party;
- to tow or push any type of vehicle or trailer;
- in any manner which is dangerous or reckless or incompatible with the vehicle's characteristics (please review owner's manual for more information);
- to transport persons or items for payment;
- to sublease to a third party;
- in any country which is not a member of the "Green Card" insurance system, whose international acronyms are crossed out on the same;
- off paved and maintained roads, or on dirt or gravel roads, access to which is restricted by any law, regulation, rule or orders of any public authority;
- transporting more passengers than contemplated under the owner's manual for the vehicle.

Should the vehicle require extra cleaning upon return, the expense will be charged back to the Customer at a Euro 50.00 (FIFTY AND 00/100 EURO) or higher rate.

The Customer cannot allow third parties to operate the vehicle absent notice to, and approval from, E-Vai Srl. For any breach of that restriction, a Euro 800.00 (EIGHT HUNDRED AND 00/100 EURO) will apply.

For anything not expressly contemplated herein, the information appearing in the vehicle registration and owner's manual for each vehicle shall apply.

5.2 Any breach of the restrictions and/or duties appearing in Article 5.1 above will cause this Contract to terminate automatically, with no warning-to-abide required, pursuant to Article 1456 of the Civil Code, subject to the right to charge further penalties (see point 5.1.) and to seek any greater damages at law.

5.3 Violations will be reported to the address provided at the registration stage for the Customer who, at the moment of the violation, was the holder of the booking for the vehicle subject to the fine or other sanction. The Customer will be charged an administrative fee of Euro 15.00 (FIFTEEN AND 00/100 EURO) for each fine processed.

6 Vehicle return

6.1 The Customer will be required to return the vehicle to the place, and on the date and time, appearing in the booking, in the same conditions in which the vehicle was picked up (normal wear and tear excluded) complete with all onboard documents and accessories.

6.2 Any request to return the vehicle to a non-E-Vai circuit car park must be submitted upon placing the booking, and will be subject to an additional fee of Euro 60.00 (SIXTY AND 00/100 EURO) plus the cost of retrieving the vehicle.

6.3 Any redelivery to a car park other than an E-Vai circuit car park which was not authorised at the booking stage will result in a fine of Euro 120.00 (ONE HUNDRED TWENTY AND 00/100 EURO) plus vehicle-removal charges totalling Euro 150.00 (ONE HUNDRED FIFTY AND 00/100 EURO).

6.4 Redelivery to an E-Vai circuit car park other than the one appearing on the Customer's booking, or which was not authorised by E-Vai Srl, will result in a Euro 30.00 (THIRTY AND 00/100 EURO) fine.

6.5 Upon returning the vehicle, you must:

- correctly park the vehicle in the designated area;
- close all windows, turn off the radio, and dome/reading lights;
- make sure that all documents and manuals are in order and returned to their original position;
- retrieve all personal belongings, and check to make sure the interior is clean;
- return the binder to the glove box;
- make sure that all interior and exterior lights have been turned off;
- check to make sure the vehicle's tank is at least 1/4 full, and for any electric vehicle, properly insert the cable into the recharging station, following these instructions exactly: swipe the reload card across the display, pick up the recharging cable, wait for it to activate, insert the cable, and check to make sure the display reads "recharging";
- replace the key into the keyholder (otherwise the hire will remain active and all costs charged to the Customer), exit the area, and close the gate;
- use the mobile app to close out the booking;
- wait for the gate to close (this may take up to one minute);
- if any error occurs, repeat the steps. If problems persist, the Customer must contact E-Vai Srl using the toll-free number or other contact number appearing on the Car Sharing service website, or request assistance from the customer service agent onsite, if available;
- lost or damaged recharging cards, keys, and the key fob or other connected device, are subject to a Euro 30.00 (THIRTY AND 00/100 EURO) fine;
- lost or damaged Recharging Cable (for electric vehicles) are subject to a Euro 500.00 (FIVE HUNDRED AND 00/100 EURO) fine.



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The foregoing steps must always be taken, even where another Customer is awaiting the same vehicle. Failure to abide by the instructions in this Article 6.5 will result in a Euro 30.00 (THIRTY AND 00/100 EURO) fee.

6.6 For any technical problems relating to the vehicle, the Customer must provide the necessary information for purposes of obtaining assistance by ringing the toll-free number, or the contact number appearing on the Car Sharing service website, along with information on the pick-up time, return time, and initial mileage for the Car Sharing service. Should the vehicle have been released with insufficient, incomplete, or inaccurate information, E-Vai Srl reserves the right to use information it has accessed independently (such as through previous or subsequent customers), which allow them to determine the vehicle's actual use (in terms of trip duration and mileage).

6.7 The vehicle must be returned by the time shown on the booking confirmation. The Customer may only request a Car Sharing service extension up to 30 minutes before the end of his/her booking. Extensions are subject to vehicle availability. Otherwise, the Customer will be charged a Euro 30.00 (THIRTY AND 00/100 EURO) fine in addition to the additional vehicle-hire charges for the extra time used.

6.8 For any late returns, or abandonment of the vehicle on the street, a Euro 120.00 (ONE HUNDRED TWENTY AND 00/100 EURO) fine will apply, plus vehicle-retrieval costs, and any fines by the public authorities, without prejudice to any other compensation for damages available at law. Fines will not apply to instances of force majeure including but not limited to accidents or breakdowns corroborated by the roadside assistance service. The Customer's duty to report the delayed return to E-Vai Srl via the toll-free number or the contact number appearing on the Car Sharing service website stands. For any vehicle which is returned more than two hours late without notice, E-Vai Srl will contact the Customer to request information. Should it be impossible to reach the Customer, E-Vai Srl may file a Police report. Those using an electric car acknowledge the limits on such vehicles' autonomy, and thus assume liability for returning the vehicle within that timeframe. If the instructions appearing above are not complied with, the Customer will be deemed liable for the vehicle until E-Vai Srl is able to recover it.

6.9 If the Customer is deemed at fault for any accident, an accident-processing fee of Euro 50.00 (FIFTY AND 00/100 EURO) will apply.

7 Changing or cancelling a booking

7.1 Booking changes and/or cancellations may be made by the Customer at least 18 hours before the start of the Car Sharing service by ringing E-Vai Srl on the toll-free number or the contact number appearing on the Car Sharing service's website. After that time, the vehicle hire will be charged to the Customer.

7.2 On the other hand, if booking changes and/or cancellations are made less than 18 hours before the start of the Car Sharing service, the Customer will be charged a fee in the amount of the variance of the booking period.

8 Petrol

8.1 E-Vai Srl rates for the Car Sharing service include the cost of vehicle fuel/charging.

8.2 The following rules shall apply to fuel levels on returned vehicles. Specifically, and when needed, the Customer may elect to refuel the vehicle at any petrol station using any accepted form of payment (cash, debit card, credit card). The Customer must retain the receipt for his/her purchase.

8.3 On the receipt, the Customer is required to note the vehicle's license plate number, and mileage as shown on the dashboard.

8.4 Customers must fill up the tank. At the end of the Car Sharing service, the vehicle must be delivered with the tank at least 1/4 full.

8.5 The Customer must send E-Vai Srl, via email, a reimbursement request (noting the reason for the same), and attach the receipt for petrol. Within 30 (thirty) days' receipt of the reimbursement request, E-Vai Srl will provide a vehicle-hire voucher to the Customer in the amount of the receipt. Reimbursement requests submitted in a manner other than the one described will not be accepted.

9. Notices

9.1 The Customer must alert E-Vai Srl to any variance to his/her own data, updating the profile he/she completed at registration. Any notices required under the Contract and sent by E-Vai Srl to the Customer shall be deemed known to the Customer if posted to www.e-vai.com or if sent to the most recent address – be it a physical address or email address – appearing on the Customer's profile. All notices required under the Contract and sent by the Customer to E-Vai Srl must be sent to customerservice@e-vai.com.