



GARDA UNO S.p.A.

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www.gardauno.it

Cod. Fisc. 87007530170 - P. IVA 00726790983
Capitale sociale 10.000.000 euro i.v.

SHARING SERVICE CONTRACT "eway"

Given that

- a. The Car Sharing also called "eway" is a sustainable mobility service through which Garda Uno S.p.A. provides the Customer with the use of electric vehicles made available;
- b. the Car Sharing provided by Garda Uno S.p.A. is a "point to point" type (in other words, the car used must be returned to the same point from which it was taken); Garda Uno S.p.A. reserves the right to change this method of use at any time with the necessary notice;
- c. the Customer has read the operating and logistic methods of the Car Sharing service (hereinafter the "Car Sharing" or the "Service") as well as the related Regulation and has declared his/her interest in the use of Car Sharing;
- d. the relevant Regulation, the tables of the costs of the service, the privacy information, to be considered an integral and substantial part of the same are attached to the Contract;
- e. Garda Uno SpA, for the execution of the obligations provided for by this Agreement, makes use of parking lots, stalls or workstations located in various areas or municipal spaces and has set up a specific section of its website by accessing to which the Customer can view the map of the sharing stations;
- f. the Parties intend to regulate the reservation of the Car Sharing through the Internet by the Customer and expressly accept the Regulations attached to the Contract;
- g. assistance will be provided by Garda Uno S.p.A. through the **toll-free number 800133966** active 24 hours a day, seven days a week.

Given the above, the following is agreed and stipulated:

Article 1 - Premises

1.1 The premises are an integral and essential part of this Agreement and constitute an indivisible prerequisite.

Article 2 - Object; Customer Profiles.

2.1 Garda Uno S.p.A. provides the Car Sharing service to the Customer, as set out below.

2.2 The costs of the Car Sharing Service are indicated in the Tariff which the Customer declares to be aware of. This Tariff is available on the Internet site and on the Car Sharing telephone application.

2.3. At the time of subscription (also understood as "acceptance" or "check", which the customer can independently perform on the website or dedicated applications) of the Customer Contract, according to the identification category assigned by the Operator ("standard", "student") / under 25 ", "Garda Uno employee"), his/her tariff profile will be applied to those described in the Regulations.

Article 3 - Effective date and duration of the contract.

3.1 Garda Uno S.p.A., after having validated the registration carried out by the Customer, if it complies with the requirements of the Regulation, enables him to the Service and provides for the application of what is established by the Regulation.

3.2 The Contract will have an annual duration, starting from the moment of registration; on expiry, in the absence of cancellation to be sent at least 45 days before by registered letter with return receipt or pec, the contract will be tacitly renewed for a period of one year.

3.3 Every time the customer uses the Service, after the first qualification, he will still have to recognize the regulation by "accepting" or "ticking" on the site or application the specific confirmation point of the conditions contained therein.

Article 4 - Registration and online booking of "eway" Car Sharing. Notice of changes to the Rules

4.1 Garda Uno S.p.A. will set up a special "App" smartphone app, reserved for the Customer to make an online Car Sharing booking. The methods are specified in the Regulation which is an integral part of this Agreement.

4.2 The Regulations will be published on the website of Garda Uno S.p.A. www.gardauno.it and on the smartphone application, on which it will also be given notice of any modification of the latter that the Customer accepts from now on, except for the respect of the provisions of the following article 14.

Article 5 - Booking guarantee

5.1 The reservation made by the Customer, according to the methods described in the Rules, will be guaranteed by means of the Prepaid Credit or the Credit Card indicated by the Customer at the time of making the reservation.

5.2 Failure to collect the car at the time and place indicated by the Customer entails the automatic debit on the credit card of the sum corresponding to the hours of use booked, without the need for warning or formal notice by the Manager, as well as the cancellation of the reservation.

5.3 The Customer acknowledges that, with the booking, Garda Uno S.p.A. acquires the right to block a credit limit on his/her credit card as indicated in the Rules available online.

Article 6 - Amounts, invoicing and payments

6.1 The payment of the Car Sharing service will be made by the Customer on the basis of the membership profile, the duration of the use of the vehicle and according to the rates reported in the Tariff of which the Customer declares to be aware. This price list is available on the website of the Car Sharing service.

6.2 The Customer acknowledges and accepts the costs of the service provided by Garda Uno S.p.A. based on the membership profile, assigned by the Operator at the time of registration and established by the Regulation.

6.3 Garda Uno S.p.A. will issue the invoice, in electronic format, to the Customer in relation to the amount paid by the latter.

6.4 In the event of non-payment, the service will be suspended until the balance has been paid by the Customer. In case of late payment over 45 days before the deadline, a penalty will be automatically applied equal to the value indicated in the Tariff attached to the Regulation. In the event of continued non-fulfilment, the Operator, without further notices and warnings, will proceed to the appropriate action of recovery of the claim by legal means, as well as to the unilateral resolution of the Contract for just cause.

Article 7 - Driving permit

7.1. The Customer must have been in possession of a valid driving license for at least one year and that is not suspended, withdrawn, revoked upon accession to the Service, and for the entire duration of the same, and that is suitable for the category corresponding to the type of vehicle he intends to use. The signing of the Contract becomes valid as a self-certification pursuant to the D.P.R. 445/2000, therefore the Customer with the subscription of the same assumes full responsibility for the validity of the driving license (or equivalent document in case of extra-European driving license) provided.

7.2 The Client in possession of a Foreign Driving License issued by a non-EU foreign State must also have a copy of the international driving permit, which must be provided to the Operator upon registration with the Service. The validity and effectiveness of these documents must remain for the entire duration of accession to the Service. With regard to the validity of the driving license provided (or equivalent document), the same conditions as in point 7.1 apply.

7.3 The Customer must be and remain, for the entire duration of the Service, in possession of the License for the category corresponding to the type of vehicle he intends to use.

7.4 Any suspension or withdrawal of the License entails the automatic suspension of the interested party from accessing the Service, except for the right of the Operator to unilaterally terminate this Agreement for just cause.

7.5 Any changes regarding the state of the license (eg withdrawal, suspension, points exhaustion, expiry) must be communicated immediately by the Customer to the Operator,

through the **toll-free number 800133966**. Failure to communicate will result in the immediate cessation of the Contract, pursuant to art. 16. Until the validity conditions of the license are restored, the Customer will not be able to use the Service.

7.6 For each use of the vehicle the Operator reserves the right to verify the recurrence of the requirements referred to in the previous points.

7.7 In the event of violation by the Customer of even one of the obligations referred to in points 1, 2,3 and 4 of this article, the Operator, pursuant to art. 16, may declare the Contract unilaterally terminated.

Article 8 - Use of vehicles

8.1 The Customer is directly and fully responsible for the vehicles entrusted to him/her during the period of use. Vehicles must be used responsibly by the Customer in accordance with the provisions of this Agreement and the related Regulation, as well as conducted in compliance with the highway code, the civil code in particular, in compliance with art. 1587 c.c. and of the penal code and in general with the utmost diligence. The vehicle must be driven only by using the seat belts and any protection required by law.

8.2 The conduction of the vehicle is allowed exclusively to the Customer (which means the person who has registered and signed the Contract), and cannot be entrusted to third parties, even in the presence of the Customer, except in the case of force majeure, subject to communication to the Manager through the **toll-free number 800133966** of replacement driver identification data.

8.3 It is expressly forbidden to use vehicles with an expired, suspended, withdrawn or non-points driving license or invalid driving license on the national territory.

8.4 It is understood between the Parties that the ordinary maintenance provided by the manufacturer on all vehicles is the responsibility of Garda Uno SpA. However, during the period of use of the vehicle, the Customer undertakes to drive the vehicle and keep it, together with the accessories (that is: the ignition key, 2 magnetic cards, the electric cable for charging the vehicle), with the utmost diligence and in compliance with all legal regulations. The customer must ensure that the level and condition of all liquids are regular, as well as the functioning of the lights and tire pressure, in accordance with the vehicle user manual.

8.5 All the accessories present in the vehicle must be relocated to the same position in which they were found when the vehicle was taken. The accessory devices are equipped with a microchip that detects their presence and correct placement, therefore in the event of failure / incorrect return / replacement, it will not be possible to correctly complete the return of the vehicle. In particular: the ignition key and the magnetic cards must be placed in the front storage compartment of the vehicle (where they were placed when the car was handed over), the electric cable must be connected to the car and to the column in "mode top-up"(as at the time of delivery).

8.6 Failure to comply with the prohibitions referred to in this article, as well as the prohibitions indicated in the Regulations, will result in the immediate unilateral termination of the Contract, without the need for any formal notice, pursuant to and for the purposes of art. 1456 of the Civil Code, without prejudice to compensation for any damage caused by the Customer.

Article 9 - Accident or vehicle damage

9.1 In case of Accident, damage, loss and any damage to the vehicles (hereinafter referred to as "Accident"), the Customer must:

- immediately notify Garda Uno S.p.A. to the **toll-free number 800133966**;
- request the intervention of Police Forces in the event of uncertainty or dispute over the dynamics of the accident or in the presence of injured people;
- to supply Garda Uno S.p.A. any other information or documentation useful for the reconstruction of the dynamics of the Accident;
- transmit via PEC, email or hand delivery within the next 24 hours to Garda Uno S.p.A. a complete and detailed report of the Accident and, where prepared, the CID form duly completed in the following sections:
 - date, time and place of the Accident;
 - license plates, models and insurance data of the cars involved;
 - name, surname, address of the people involved in the Accident;
 - name, surname, address of the owners of the cars involved if different from the driver;
 - name, surname, address of any witnesses.
- cooperate fully with Garda Uno S.p.A. and with the latter's insurers / consultants in any investigation or subsequent legal proceeding arising from the Accident.

9.2 In any case of Accident, the Customer must not admit any responsibility, exclude the responsibilities of others, decide on any claim or accept any renunciation, but is required to obtain the names and addresses of the people involved in the Accident, including witnesses.

9.3 In the event of an emergency, damage to the vehicle or a problem that prevents, limits or compromises the security of the Customer, passengers or others, the Customer must:

- immediately inform Garda Uno S.p.A. to the **toll-free number 800133966** and contact the roadside assistance service provider at the addresses available on the telephone service application and in the vehicle;
- scrupulously follow the instructions communicated by the person in charge of the rescue. It is understood between the Parties that, if the road and / or towing service of the vehicle is carried out by a different operator than that indicated by the Garda Uno roadside assistance service., all related expenses will be charged to the Customer.

9.4 Failure by the Customer to fulfil the obligations referred to in this article results in the immediate unilateral termination of this Agreement, without the need for any formal notice, pursuant to and for the purposes of Article 1456 of the Civil Code, in any case without prejudice to the right to compensation for any greater damage.

Article 10 - Theft and vandalism. Loss of keys

10.1 In the event of total, partial or attempted theft of the vehicle, the Customer must:

- immediately notify Garda Uno SpA to the **toll-free number 800133966**;
- immediately report the event to the competent Authorities, and in any case not later than 12 hours from the moment in which he/she became aware of it;
- within the following 24 hours, transmit by registered letter /pec or deliver by hand at the administrative headquarters of Garda Uno S.p.A. the original of the complaint, the original keys of the vehicle and the alarm (if the vehicle has one).

10.2 The same procedure must be observed by the Customer in the event of vandalism committed against the vehicle and loss of the keys.

10.3 The loss of the keys will result in the Customer being charged for the cost of the key in addition to the administrative costs indicated in the Regulations.

10.4 Failure to comply with the aforementioned obligations may result in the Customer being charged with a penalty to the extent provided for in the Regulations, in any case subject to compensation for any greater damage.

10.5 It is understood from now that, if for any reason the Insurance Company of Garda Uno SpA, with which the theft and acts of vandalism policy is in progress, should not provide compensation due to the ascertained theft modalities and of the acts of vandalism, the Customer will be responsible for the related damage to the vehicle. The Customer's responsibility also extends to the cost of any repairs, to the cost of towing and / or storage, to the loss of value of the vehicle and to the loss of rental income.

10.6 In the event of theft attributable to the non-fulfilment of the custody obligations charged to the Customer, a fee of € 250,00 will be applied as a penalty.

Article 11 - Road tolls and road traffic offenses

11.1 During the period of use of the vehicle, the Customer is fully and directly responsible for all road tolls, penalties or other consequences due to traffic violations (including charges for access to restricted traffic areas), to parking restrictions, to failure to pay parking fees or to violate any other provisions of the highway code, laws or regulations in force.

11.2 All the penalties will be notified to the Customer at the address indicated during the registration phase which, at the time of the infraction, was the holder of the reservation relating to the vehicle subject to sanction.

11.3 In the event that Garda Uno S.p.A. were obliged for any reason to pay the aforementioned road tolls, fines or related costs, the latter will charge the Customer (holder of the reservation relating to the vehicle subject to sanction), on the credit card indicated at the time of registration, without further notice or warnings, the amount of all related sanctions, in addition to the expenses incurred for the administrative management of such practices.

11.4 In the event of forced removal of the vehicle, the Customer must promptly inform Garda Uno S.p.A. to the **toll-free number 800133966** in order to provide for the recovery

of the vehicle. All connected and / or consequential costs (as an example, which is not exhaustive: administrative sanction, towing, custody, recovery, etc.) will be charged to the Customer, in addition to the expenses incurred for the administrative management of such practices.

Article 12 - Insurance and risk coverage and liability of the Customer

12.1 Garda Uno S.p.A. provides insurance coverage for R.C.A. for all vehicles used for the Car Sharing service.

12.2 Garda Uno S.p.A. also covers the risks of fire, theft, weather events, vandalism, glass and the stipulation of specific fully comprehensive policies.

12.3 The general conditions and the limits of the aforementioned coverage are available to the Customer, upon request.

12.4 It will be charged to the Customer:

- a penalty equal to the amount of € 250,00 for every single damage to the vehicle caused by the Customer;
- any damage to the vehicle, to people and property excluded from the forms of insurance cover prepared by Garda Uno S.p.A. ;
- penalties as indicated in the Regulations;
- any damage not promptly reported to Garda Uno S.p.A. ;
- damages resulting from accidents caused during use and not otherwise covered, such as the depreciation of the vehicle, the use of a replacement vehicle, claims and third-party charges.

12.5 The Customer will fully respond (without maximum spending limit) for:

- damage caused by incorrect use of the vehicle;
- damage caused by gross negligence or intent on the part of the Customer or in cases of recourse by the insurer (as an example, which is not exhaustive: drinking driving, driving under the influence of drugs, etc.); in such cases, Garda Uno S.p.A. will charge the Customer an additional amount as a penalty to the extent indicated in the Regulations, in addition to reserving the right to pursue the Customer under the terms of the law;
- damage inside the vehicle caused by the occupants (whether people or animals);

12.6 In the case of accidents with personal injuries, damage to property and / or death caused by the use of the vehicle that implies a violation by the Customer of any of the signed contractual conditions, the Customer undertakes to fully repay Garda Uno SpA any charge related to the management of the claim, including any sums advanced by the insurance company on behalf of Garda Uno S.p.A.

Article 13 - Limits of liability

13.1 The signing of this Agreement does not oblige Garda Uno S.p.A. to process any request and / or order received from the Customer; therefore, Garda Uno S.p.A. is not liable for any lack of means or inability to process the requests received.

13.2 Garda Uno S.p.A. is not liable for direct or indirect damages of any kind that the Customer or third parties may in any way suffer as a result of unavailability of the Service itself dependent on vehicles, technological equipment, telecommunications computer systems and in any case from any cause including those attributable both to its own suppliers and to third parties.

13.3 Any liability of Garda Uno SpA is excluded for the total or partial non-fulfilment of the obligations assumed due to force majeure, as an example, which is not exhaustive: acts of the State and of the Public Administration, acts of the Public Authority, legal limitations, fires, floods, explosions, mobilizations, riots, strikes, industrial disturbances, lack of raw materials, lack of electricity, interruption of telephone lines, lack of fuel oils and others.

13.4 Garda Uno S.p.A. is also not liable to the Customer and / or third parties transported for loss, damage or theft of personal property left in the vehicle during the period of use of the latter, unless the loss or damage depends on Garda Uno Spa fault or breach of contract. Garda Uno SpA is not in any way responsible for damage, loss or theft of personal property left in the vehicle after its return.

13.5 This article does not exclude or limit the liability of Garda Uno S.p.A. for death or personal injury resulting from acts or omissions of the same Garda Uno S.p.A. or any other responsibility of Garda Uno S.p.A. required by law.

Article 14 - Changes

14.1. With the stipulation of the Contract, the Customer allows Garda Uno S.p.A. to modify the economic and regulatory conditions of the Service provided for in the the Contract and / or the Regulation. As an example, Garda Uno S.p.A. may unilaterally change the Customer Profiles, the fee for the Service and the Rates, the hours of availability of the Service. In any case of modification of the conditions of the Service, the Operator will send to the Customer a communication to the e-mail address entered at the time of registration, bearing the news of the modification made to the Service, highlighting his right to withdraw from the Contract within the term of 10 days from notification. In the event that the Customer does not exercise the right of withdrawal referred to in this paragraph, the Contract will continue under the new conditions determined by Garda Uno S.p.A.

Article 15 - Personal data

15.1 With the signing of the Contract, the Customer guarantees the truthfulness of the personal data declared to Garda Uno S.p.A.

15.2 Personal data will be processed in accordance with what is indicated in the privacy information notice (hereinafter "Information") attached to this Agreement.

15.3 The Customer, by signing this Agreement, declares to have read and received the Information and, if he has consented, to have freely expressed his consent, as also reported in the online format on the Company's website. Furthermore, the Customer is specifically informed that the vehicles will be equipped with devices for satellite control of the vehicle within the scope of the use set out in point 8 of the information. The Customer therefore undertakes to provide all the information required for the operation of such equipment.

15.4 The Client may at any time, under the conditions of the law, exercise the rights due to him under the U.E. Reg. 679/2016 referred to in the Disclosure.

15.5 The Data Controller is Garda Uno S.p.A. , Via Italo Barbieri n. 20 - Padenghe Sul Garda (BS), telephone 0309995401, fax 0309995420, email: protocollo@pec.gardauno.it.

Article 16 - Suspension - Withdrawal - Termination

16.1 In case of justified reason and / or termination of the activity, Garda Uno S.p.A. can withdraw from the relationship even without prior notice, notifying the member by registered letter with return receipt or pec. Cases expressly provided for in these contractual conditions constitute a justified reason for withdrawal.

16.2 Any other serious breach by the Customer of the contractual conditions, of the Regulations, as well as an improper use of the cars that may constitute a violation of the highway code, the civil code or the penal code, constitute a cause for termination of the contract due to non-fulfilment of the Customer, pursuant to and for the purposes of art. 1465 cod. civ., with effect from the communication that Garda Uno S.p.A. will send to the Customer via email with acknowledgment notice of receipt or PEC or by registered letter with return receipt.

16.3 Alternatively, Garda Uno S.p.A. may suspend the use of the Customer Service, deactivating its registration profile, until the termination of the default. If no action is taken six months from the beginning of the suspension without the cause of the suspension having been removed, the Contract will be considered terminated by law.

16.4 In the cases referred to in the preceding paragraphs 2 and 3, the obligation remains, for the Customer, to provide for the payment of the fixed rates for the current year, the variable tariffs and the indemnities already accrued at their own expense.

16.5 In the event of withdrawal by Garda Uno S.p.A. of the service due to the cessation of the activity, the unused shares of the fixed rates for the period of non-use will be returned to the Customer, while no other sums will be due for any reason.

16.6 In the cases expressly provided for by the Contract and by the Regulations, Garda Uno S.p.A. may also suspend the Service, even without notice, by deactivating the Client's profile until the suspension is terminated.

16.7 The termination of the contractual relationship entails the deactivation of the registration profile for the Service, however the data will be kept by the Operator for 10 years as provided by the art. 5 of the Privacy Policy.

16.8 Outside the premises envisaged by articles 14 and 17, the Customer may not withdraw from the Contract or unilaterally dissolve it.

Article 17 - Customer's right to reconsider.

17.1. The Customer has the right to exercise the right of reconsideration, dissolving himself from the Contact within 14 days of his signature without any penalty and without having to specify the reasons, pursuant to Legislative Decree 206/2005 (Consumer Code).

17.2. The right of reconsideration referred to in the previous paragraph is exercised by sending, within the terms set forth therein, a written communication to Garda Uno S.p.A. by registered letter a / r or pec. The communication can be sent, within the same term, also by telegram, electronic mail, provided that it is confirmed by registered letter with acknowledgment of receipt within the second day following; the registered letter is intended to be sent in time if delivered to the accepting post office within the terms provided by the Contract, if different.

17.3. The Customer may not exercise the right to reconsider provided for in the preceding paragraphs if he has already used the Service, even free of charge pursuant to promotional offers from Garda Uno S.p.A., before the 14-day term from the signing of the Contract.

Article 18. Jurisdiction and prevailing law

18.1. For any dispute relating to the signing, interpretation and / or execution of this Contract, the Court of Brescia will have exclusive jurisdiction, with the exclusion of any other competing and / or alternative forum. In the event that the customer is a natural consumer, the Court of the consumer's domicile will be exclusively competent. In the case of a non-Italian citizen, the prevailing right that applies to this contract is the Italian one, and the court of Brescia has exclusive jurisdiction.

Padenghe sul Garda: 27 giugno 2019

Il Titolare del trattamento
Legale Rappresentante della Società
Mario dott. Bocchio
(documento firmato digitalmente)

The Customer, after having read this Agreement, declares, pursuant to and for the purposes of the articles 1341 and 1342 of the civil code, to fully accept and specifically approve the clauses referred to in articles: 2 Object. Customer Profiles; 3 Effective date and duration of the contract; 4. Registration and online booking of Car Sharing. Notice of changes to the Rules; 5. Guarantee of the reservation; 6 Fees, invoicing and payments; 8 Use of vehicles; 9 Accident or vehicle damage; 10 Theft and vandalism. Loss of keys; 11 Road tolls and road traffic offenses; 12 Insurance and risk coverage and liability of the Customer; 13 Limits of liability; 16. Suspension - Withdrawal - Termination; 18 Jurisdiction and prevailing law.



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SHARING SERVICE REGULATION

Given that the sharing service is an urban mobility system that provides for the hourly/ daily rental of a vehicle owned by a company that provides this service. In detail, **eway** has the following features:

- Point to Point type _ for the purpose of closing the service the vehicle used must be picked up and returned at the same station;
- Totally electric;
- Always active (24/7);
- Tariff including fuel costs.

1. Online registration of the Sharing service

1.1. By accessing via web portal / app provided by Garda Uno SpA (<https://glide.app.link/gardauno>), the Customer is required to indicate the following data and attach the images of the driving license and a selfie with the license side by side:

- Email;
- Password chosen, having the characteristics shown on the web page;
- Name and surname;
- Residence address;
- Cell phone number;
- Date of birth;
- Driving license image - front side;
- Driving license image - back side;
- Driving license number;
- Expiry date, where present;
- Place of issue;
- Issuing date;
- Photography of the face (so-called "Selfie") with a Driving license attached to the face.

- 1.2. After registering by entering the above information, the customer receives an email, at the address indicated during the registration phase, with the validation request. The validation operation is necessary for the manager to validate the profile.
- 1.3. Within a maximum of 48 h, Garda Uno SpA will check the data entered. Once the operation has been performed, an email will be sent to confirm or request additional data, if those entered are incomplete or non-compliant.

2. Online booking of the Sharing service

- 2.1. Through the app the user can book a vehicle by entering: the chosen pick-up location, which must coincide with the redelivery point; the date of collection and return and the time of withdrawal and redelivery.

2.2. Terms for booking purposes:

- Minimum duration of the service 1 hour;
- Maximum duration of the service 48 hours;
- Early booking (max 30 days before, min 5 minutes before);
- Maximum time to change or cancel a reservation before it starts / expected deadline: 60 minutes;
- The extension is permitted until another reservation is made on the vehicle.

The reservation will be automatically cancelled in case of missed start after 1 hour compared to the time indicated in the booking phase, with charge of relative penalty.

The booking is finalized when the user closes the car, even if the end is late with respect to the booking, and the vehicle is put in charge at one of the stations of the collection station.

3. Tariff profiles

- 3.1. The current tariff profiles are:

A. Student Profile

The profile will be automatically applied by the manager to all users under the age of 25, based on the data entered during registration and will benefit from the discounts shown on the tariff.

B. Employee Profile

The profile will be automatically applied by the manager to all company employees and will benefit from the discounts shown on the tariff.

C. Standard Profile

The Customer, following the signing of the Contract, activates his profile by entering his credit card details, and may use the Service from that moment on.

- 3.2. Any time the Customer uses the Service, the cost for its use, calculated based on the price list published on the www.gardauno.it website, will be automatically charged to the credit card provided by the customer.

- 3.3. When credit card data is entered, the computer system, to check the accuracy of the credit card data entered, will make a plafond block for an amount of € 2.00. This operation will be carried out whenever the credit card data in the user profile is modified. At the time of booking, computer system will check the availability of the card by making a plafond block for an amount of € 250,00.

3.4. The aforementioned tariff profiles may be modified and / or updated and such changes and / or updates will be notified by publication on the website.

4. Duration of service and kilometric count

4.1. The duration of the service, automatically detected by the on-board software, is normally equal to the sum of the minutes of service booked. In the case of extension, the duration is equal to the number of minutes that elapse between the start time entered in the booking phase and the actual closing time of the service. In the event of early return of the vehicle, the actual booking hours will be charged to the Customer.

4.2. There is a tolerance of 14 minutes on return to carry out the end of rental operations. Between the 15th and the 30th minute the penalty for the delay will be charged.

4.3. The mileage is automatically calculated by the on-board system starting from the moment the vehicle is collected and until it is returned.

5. Taking delivery of the vehicles

5.1. Garda Uno SpA will supply the vehicle, requested and indicated by the Customer in the booking as confirmed by the application, in good working order, complete with all the necessary documents and on-board accessories.

5.2. The Customer can take delivery of the vehicle starting from the time of start of the Sharing service indicated in the booking, with a maximum of 5 minutes before the same. The first use of the new subscriber service will be allowed only after verification by the manager, within 48 hours after registration.

5.3. To take over the vehicle, the Customer must:

- Access the reservation via app and press the Open button;
- In case of failure, repeat the operation. In case of further failure, the Customer must contact the Garda Uno SpA **toll-free number 800133966**;
- Remove the **eway** card, present in the glove compartment, and place it on the display of the charging column, wait for the cable to release and then disconnect the cable and place it in the boot;
- Check that the battery charge and the relative range are sufficient for your needs;
- Take the key from the glove compartment and use it until the end of the rental.

5.4. At the time of picking up the vehicle, the customer must verify that the vehicle does not show any obvious damage, in this regard it will have to attach four images of the four sides before using the guided procedure of the app. Any anomalies found, together with the date and time of start of the Sharing service, must be promptly communicated to the toll-free number. From the app it will be possible to view any reports made by previous users. The Customer must also check that the document holder (which contains the insurance coupon, the vehicle registration document, the friendly accident report) and the following items are present in the vehicle:

- vehicle use and maintenance manual;
- 100% Urban Green Mobility mobilitycard for top-up;
- **eway** card for the collection and return of the vehicle at the stations.

Failure to comply with the procedure set forth in this article will result in the service not being continued.

5.5. Before leaving, make sure you have placed the charging cable in the boot, you will need both to recharge the vehicle during the service and to finish the procedure.

5.6. It is understood that unexpected and unforeseen situations could make the vehicle booked by the Customer unavailable. In this case, the Customer must contact the toll-free number which will offer the Customer another vehicle, if available, in the same parking lot or adequate assistance.

5.7. The vehicle can be picked up 24 hours a day at the **eWay** stations and the pick-up point must coincide with the delivery point.

6. Use of vehicles

6.1. The Customer undertakes to return the vehicle in order and in good internal and external cleanliness. In any case, on board vehicles:

- smoking is forbidden;
- it is forbidden to transport animals¹, except in the case that the animal is a guide aid for blind people transported by the driver.

Failure to comply with the aforementioned obligations and / or prohibitions will result in the Customer being charged with a penalty necessary for sanitizing the vehicle.

6.2. Vehicles cannot be used:

- under the influence of alcohol, of any type of psychotropic substance whose effect is incompatible with driving (both prohibited and not recommended);
- in any type of race, competition or test or circulation in areas prohibited for private circulation;
- for purposes contrary to the law;
- for driving safety training courses, driving practice;
- for the transport of things and any type of dangerous substance;
- for the transport of things or substances which, due to their condition, could damage the vehicle and / or delay the possibility of Garda Uno SpA renting it to third parties;
- for towing or pushing any type of vehicle or trailer;
- in any way that is dangerous and imprudent or incompatible with the characteristics of the vehicle (see the vehicle user manual);
- for the transport of people or objects on payment;
- for sub-hire to third parties;
- outside the provincial territory of the following cities: Bergamo, Brescia, Cremona, Mantua, Trento and Verona;
- outside of regularly paved roads or in any case on roads or unpaved roads or where access is not permitted by laws, regulations, disciplines or provisions of the Public Administration;
- with a number of passengers greater than that specified in the vehicle user manual;
- For anything not expressly indicated, explicit reference is made to the information in the vehicle registration document and to the use and maintenance manual of each vehicle.

¹ The absolute prohibition of bringing animals (even in the carrier) is related to hygiene reasons: being shared machines, it could create problems for those who subsequently use them, especially of the allergic type.

Furthermore, the Customer may not allow the use of the vehicle by third parties, even in the presence of the Customer, except in the case of force majeure and appropriate communication and authorization by Garda Uno SpA.

6.3. In the event of a claim it will be necessary to follow the instructions given in the contract in art. 6.2.

6.4. Failure to comply with the prohibitions and / or obligations referred to in articles 6.1 and 6.2 above will result in the immediate termination of this Agreement, without the need for any formal notice, pursuant to and for the purposes of art. 1456 of the Civil Code, without prejudice to the right to the penalty referred to in paragraph 6.1. and compensation for any further and greater damage.

7. Return of vehicles

7.1. The Customer is required to return the vehicle to the place, date and time indicated in the reservation, in the same conditions in which it was taken over, except for normal wear and tear, with all documents and on-board accessories.

7.2. The return of the vehicle to a station other than the departure station is not permitted, except in the case of force majeure and appropriate communication and authorization by Garda Uno SpA. In case of abandonment of the vehicle, a penalty will be charged in addition to the cost of the recovery of the vehicle.

7.3. When returning the vehicle, it is necessary:

- park the vehicle correctly in the area dedicated to it;
- close the windows, switch off the car radio and courtesy lights;
- make sure that all documents and manuals are in order and in their original position as well as the cards and keys;
- recover personal items and check that the interior is clean;
- check that the internal and external lights of the vehicle are off;
- verify that the residual autonomy amount is at least 10%, otherwise a penalty will be applied;
- insert the cable correctly in the charging column following these instructions accurately: insert the cable on the car side by opening the door with the appropriate button on the key, pass the recharge card on the display of the chosen charging socket, wait for enabling, insert the cable and finally check if the display shows "charging";
- put the cards and the key in the glove compartment, exit and close the doors using the app;
- in case of failure, repeat the operation. In case of further failure, the Customer must contact the Garda Uno SpA toll-free number 800 133966.

The procedure described above must always be performed even if another customer is waiting for the vehicle. Failure to follow the procedure described in this article is comparable to abandoning the vehicle.

7.4. If the customer has left personal effects inside the vehicle, he will have the possibility to re-open the vehicle via app up to 10 minutes from the end of the booking. Despite opening, the vehicle will remain with the engine block inserted.

7.5. In the event of technical problems with the vehicle, the Customer will be required to provide the information necessary to support him/her in the momentary difficulties by communicating the data relating to the time and mileage for the beginning and end of the service to Garda Uno SpA toll free number. In the event of the vehicle being released with insufficient, summary or incorrect information, Garda Uno SpA reserves the right to use other information retrieved independently (such as data from previous and subsequent users) that allows the actual use of the vehicle to be determined.

7.6. The vehicle must be returned by the scheduled time of booking. The Customer has the right to extend the duration of the Sharing service only upon request at least one hour before the end of the booking and only in case of actual availability of the vehicle. Otherwise, a penalty will be charged to the Customer in addition to the hours of actual use.

7.7. In the event of return of the vehicle to abandonment on the road, a penalty will be applied to the Customer plus the cost of recovery and any penalties, without prejudice to compensation for any greater damage, without prejudice to the Customer's obligation to inform Garda Uno SpA to the toll-free number. The penalty will not be applied in cases of force majeure.

7.8. In the case of non-return of the vehicle with a delay of more than two hours, compared to the time indicated in the booking phase; in the absence of notice, Garda Uno SpA will contact the Customer to request information, if the Customer is not traceable, Garda Uno SpA may file a complaint with the Police.

7.9. The user of electric cars is aware of the autonomy limit of the same and therefore assumes the responsibility of the return of the vehicle within the foreseen autonomy.

7.10. If the instructions in the previous articles are not respected, the Customer will be considered responsible for the vehicle until the moment in which Garda Uno SpA is able to resume the same.

8. Fuel

8.1. The rates established by Garda Uno SpA for the service include the cost of charging the vehicle both at the stations of the sharing stations and the 100% Urban Green Mobility charging stations, owned by Garda Uno SpA.

8.2. The top-ups can be activated through the use of the cards present in the storage compartment. In the event that the Customer wishes to refuel at a column of another operator, the operation is permitted if performed as provided for by the law and will be at his expense.

8.3. At the end of the Sharing service, the vehicle must be returned with at least a 10% battery charge.