# GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

#### Art. 1 – Premises

The premises included here must be considered as an integral part of the general terms and conditions of the SHARE'NGO® Car sharing agreement. The SHARE'NGO® Car Sharing is a service through which the Force of Nature EV B.V., registered at Newtonweg 2, 2952 BH Alblasserdam the Netherlands, under the Chamber of Commerce number: 857612116, hereinafter "SHARE'NGO®" or "Operator", provide separately through payment, to the Customer, renter (hereinafter "Customer"), the use of vehicles for a certain period of time.

The subscription and registration to the SHARE'NGO® platform by the Customer in order to use this service is technologically and operationally shared by the company Force of Nature EV B.V. and the subscription-registration to the SHARE'NGO® car sharing service is an essential condition for every rental and use of vehicles.

The car-sharing agreement between the Operator and the Customer is concluded with the subscription / registration of the Customer.

The Parties regulate the registration and the use of the service and expressly accept, this Car sharing agreement and its attachments: the Fee Schedule, the privacy policy and Information and the authorization to process personal data.

All the aforementioned documents can be consulted on <a href="www.sharengo.nl">www.sharengo.nl</a> and the Parties declare that they have viewed and accepted them in relation to any aspect, clause, case and situation concerning the relations between the same Parties.

## Art. 2 - Definitions

- 1. **Customer** is the natural person, legal entity or business partner (the last two, subsequently, also called "B2B") who have duly and correctly registered at SHARE'NGO® and have entered into a valid contract with the Operator of the SHARE'NGO® car sharing service. The "physical person" Customer is the person who is over the age of 18, authorized to drive, in possession of a valid driving license that is not suspended, withdrawn, withdrawn upon subscribing to the Service and for the entire period of its validity.
- 2. **Operator** is the person who manages SHARE'NGO®'s free floating electric car sharing service and rents SHARE'NGO® vehicles to registered customers so that they can be used within a specific operating area, subject to availability.
- 3. **Car Sharing in Free Floating:** for car sharing in free floating we mean a car rental service without a driver, where the car is shared with other users. The hired car can be picked up and returned freely within the operating area. The operational area of each city is available on <a href="www.sharengo.nl">www.sharengo.nl</a> and the SHARE'NGO® APP.
- 4. **APP on Smartphone**: the SHARE'NGO® APP can be downloaded to your smartphone and allows, among other things, reserving and rental of SHARE'NGO® vehicles.
- 5. **Rental period**: means every single trip that the Customer makes by following the procedure to reserve, pick-up and terminate the rental of the vehicle.
- 6. Valid driving license: driving licenses issued by members of the European Union (EU) and / or the European Economic Area (EEA) is accepted as "valid driving licenses". Driving licenses issued by non-EU / EEA countries are accepted only if accompanied by an International Driving Permit or a certified translation of the national driving license. A Dutch ID card or passport accompanied by a valid residence permit is accepted as "identification documents".

# Art. 3 – Subject and parties of the agreement

- a) These General Terms and Conditions of the agreement (car sharing agreement) concern the rental / rental without drivers of electric vehicles in car sharing with "free floating" mode.
- b) Operator hires SHARE'NGO® vehicles to registered customers, so that they can be used, subject to availability, within a specific operating area and the present General Terms and Conditions of Contract apply to registration, validation of driving license and rental of SHARE'NGO® vehicles.
- c) Once the SHARE'NGO® vehicles are rented, these General Terms and Conditions of Contract will be supplemented by the Fee Schedule and will be used to define each single rental. The applicable rates could be found in the fee schedule available on <a href="www.sharengo.nl">www.sharengo.nl</a> at the time of the reservation.
- d) The Operator reserves the right to refuse the registration of a Customer if it is reasonable to assume that he/she will not respect the contract.
- e) The Contracts were drafted in Dutch. In case of discrepancy between the Italian and the English version, the Dutch version prevails.
- f) The car sharing agreement between the Operator and the Customer is concluded with the Customer's subscription / registration to the SHARE'NGO® service.

  For each single reservation and rental of the vehicle, the contractual relationship, with any consequent and related legal and tax obligation, will be considered concluded between the Customer and Force of Nature EV B.V..
- g) Any liability, relationship, request, reimbursement or compensation deriving by law or contract from that single reservation and the relative rental of the vehicle will be limited exclusively between the Customer and Force of Nature EV B.V:.
- h) Acceptance of the terms and conditions of the contract and its attachments by the Customer is a prerequisite for registration and becomes a customer of the SHARE'NGO® car sharing service provided by the Operator, and to use the service according to the methods explained in this Car Sharing Agreement and related annexes and the Dutch Civil Code.

# Art. 4 - Unilateral modification of the Agreement

The car sharing agreement will be concluded under the conditions and clauses agreed in this document. The Operator reserves the right to reasonably modify the General Terms and Conditions and the Fee Schedule. Any modifications will be communicated to the Customer by e-mail to the address provided during registration or by an announcement on <a href="www.sharengo.nl">www.sharengo.nl</a>. Each single change made will be considered accepted, unless the Customer communicates the desire to terminate the relationship with the Operator within the peremptory deadline of 30 days upon receipt of the notice of change, by filling out the Notice of withdrawal available on the SHARENGO® website and send the copy by PEC mail or by registered mail with a return slip to the Operator's registered office and anticipates by email to klantenservice@sharengo.nl. In case of non-withdrawal, the modifications will come in effect when the 30-day term expires.

## Art. 5 - Registration and online reservation of the SHARE'NGO® Car Sharing service

- a) The Operator provides a specific section on <a href="www.sharengo.nl">www.sharengo.nl</a> and the SHARE'NGO® App to register to the SHARE'NGO® Car Sharing service.
- b) During registration, the Customer, in addition to providing personal data, must also indicate a password to access the Reserved Area of the Operator's website.
- c) The PIN required to identify the Customer and to start the vehicle is saved in the Personal Profile section of the website.
  - Pin and Password are strictly confidential and personal to the Customer and cannot be transferred or revealed to third parties, except when imposed by law or by the Judicial or Administrative Authority. The Customer is obliged to keep the password and PIN strictly confidential and away from third parties.

- d) The Customer must notify immediately the Operator of any loss or destruction of the tool to access the vehicle (via the website or by calling the SHARE'NGO® Customer Service), so the Operator can block access from that tool and prevent improper use. The Customer will be informed by email that the tool has been blocked. The Customer must immediately change the password and contact the SHARE'NGO® Customer Service to change the PIN when in doubt that someone else knows them.
- e) The Customer is responsible, within the limits established by law, for damages such as theft, damage or misuse of SHARE'NGO® vehicles that are caused by the loss of access tool.
- f) The Customer can reserve and rent SHARE'NGO® vehicles via the APP or via www.sharengo.nl.
- g) A section dedicated to explain how the car sharing service works on www.sharengo.nl.

#### Art. 6 - Fee and Invoice

To be able to reserve, rent and use a SHARE'NGO® vehicle the Customer needs to:

- i. have an activated account
- ii. have selected a payment method accepted by the Operator (e.g. Credit Card) on <a href="www.sharengo.nl">www.sharengo.nl</a> with the name of the customer and inserted the corresponding data ("personal account"); and
- iii. have been authorized by another Corporate Client (legal entity, a business partner who has a B2B Account) to rent / use the vehicles at the expense of that Customer ("third party account").In addition:
- a) The Customer must keep the personal data requested updated when creating the SHARE'NGO® account. If the data are not updated (e.g. the email account cannot receive emails, the telephone number is deactivated), the Operator reserves the right to temporarily block the customer's account.
- b) If a corporate client with a B2B Accounts authorizes other Customers (natural persons with "active SHARE'NGO® account") to make a rental at their expense (use of "third party account"), they are held responsible for all costs accumulated by beneficiaries in accordance with the Fee Schedule and for any damage committed. In addition, the B2B account owner will receive alerts and notifications from the Operator instead of the beneficiary.
- c) The Customer agrees to pay the fees for the SHARE'NGO® car sharing service provided by the Operator, according to the current Fee Schedule published on <a href="https://www.sharengo.nl">www.sharengo.nl</a>.
  - The billing and the related obligation to pay each single rental will be based on the profile activated by the customer, the duration of use of the vehicle and according to the rates shown in the Fee Schedule.Payment is due at the end of each single rental.
  - The time of use of SHARE'NGO® vehicles is calculated as follows: duration starts from the moment that Customer picks up the vehicle to the closing of the trip, which therefore includes the duration of temporarily parking that occurred during the trip.
  - For calculation purposes, the fraction of a minute is rounded up to the next minute.
- d) The invoice will be issued by the rental company Force of Nature EV B.V.) only when the payment proceeded with success and will be available in the Customer's Reserved area on the website.
- e) If the amount withdrawn is recharged to the Operator by the bank and this circumstance caused by the customer, the latter must bear the related costs of the aforementioned recovery. In the case of outstanding payments, the Operator reserves the right to verify the financial credibility and solvency of the Customer and to block access to the service, in addition to compensation for damages.
- f) The Operator may proceed with updating the fees at any time. Any modification of the fee schedule will be communicated to the Customer by an announcement on the website and / or directly by email provided during registration.
  - The changes will be applied from the beginning of the second month following the one in which the Operator has informed the Customer in writing. If disagrees, the Customer can withdraw from the Agreement with no charge after completing, signing and sending the Notice of withdrawal by registered mail with return slip to the Operator's registered office, and anticipates by e-mail. The mail must reach the Operator within and no more than thirty calendar days from the date of receiving the

communication from the Operator. In this case, the withdrawal will become effective at 24.00 the night before the day when the fee changes would have been otherwise applied.

# Art. 7 – Prohibition on Sublet or transfer

It is absolutely prohibited to sublet the rented vehicle and its accessories and / or transfer the agreement and obligations deriving from it. The Customer can never replace, not even temporarily, the rights and obligations derived from the signed Agreement. The Customer can never allow others including family members to drive the vehicle while it is on hire by the Customer.

#### Art. 8 - Disclaimer

Excluding cases of willful misconduct or severe negligence, the Operator is not liable for direct or indirect damages of any nature that the Customer or third parties may in any way suffer as a result of the Service, changes in methods, operating hours and / or conditions for the provision of the Service as well as for the suspension, interruption or otherwise unavailability of the Service itself, caused by the vehicle, the technological equipment, the telecommunication information systems and in any case attributable to both the Operator's providers and third parties in general.

Furthermore, any liability of the Operator for the non-fulfillment of all or part of the obligations assumed due to force majeure is excluded, such as, but not limited to: acts of the State or other Public Entities, acts of the Public Authority, legal limitations, fires, floods, mobilizations, riots, strikes, disturbances, lack of electricity, interruption of telephone lines, breakdowns, malfunctions and malfunctions of any kind. The Operator is in no way responsible for damage and / or loss of personal property left behind, forgotten

or abandoned in the vehicle after the return of the vehicle or loss, damage or theft during the rental period of the vehicle.

# Art. 9 – Driving permit

Authorization to rent and drive SHARE'NGO® vehicles is limited to natural persons who:

- a) have obtained a valid driving license;
- b) are over 18 years;
- c) are in possession of a valid driving license at the time of conclusion of the rental and act in accordance with all the conditions and requirements listed here;
- d) are Customers with their own active SHARE'NGO® account, even if they use a vehicle through the account of a Corporate Client pursuant to article. 6 (iii) as referred above; and
- e) have an access tool activated as set out in this Car Sharing Agreement.

Customers who are natural persons can have their driving license checked (with a commission) through the online verification procedure by following the instructions.

Once the driving license verification procedure has been successfully completed, the Operator will activate the access devises to the Customer.

In any case, the Operator reserves the right to ask the Customer at any time, to check the driving license, to present himself at the location indicated for this check with the valid driving license. If the Customer does not show up, the Operator can block the access tools to the Customer.

Any suspension or withdrawal of the license implies the automatic suspension of the Service for the Customer, and the Operator reserves the right to terminate the contract. If the driving license is withdrawn or lost, the SHARE'NGO® vehicle authorization is immediately suspended for the whole period. The same applies for the duration of the revocation of the license.

The customer in possession of a foreign driving license issued by a non-EU foreign country must be in possession and provide the Operator upon registration with the Service, also a copy of the international driving license or certified translation of the license, a copy of the passport and self-certification of residence permit. The validity and effectiveness of these documents must remain valid for the entire duration of the subscription to the Service.

Every time the vehicle is used, the Operator reserves the right to verify the existence of the above requirements.

Any changes in the status of the license (such as, merely by way of example, withdrawal, suspension, exhaustion of points or expiration) must be immediately communicated by the Customer to the SHARE'NGO® Customer Service.

In case of violation by the Customer of even one of the above obligations and assumptions, the Operator can terminate the Agreement and claim for damages.

# Art. 10 – Use of vehicles. Express cancellation clause

- a) The vehicles must be used with care, caution, and always in full compliance with the law, the related user and maintenance manual and the provisions of this car sharing agreement. The Customer is directly and fully responsible for the vehicle during the period of use including properly parking at the end of the rental. The Customer vows to check periodically the indicators of the vehicle on the dashboard and contact immediately the SHARE'NGO Customer Service ® if any malfunctioning occurs.
- b) Reservations can be made free of charge through the SHARE'NGO® website or App.
- c) All vehicles can be tracked by the Operator at any time, also when used by the Customer.
- d) SHARE'NGO® vehicles, specifically marked as "available", are located in authorized public parking areas or in parking areas designated by the Operator within the Operating area of each city where the SHARE'NGO® car sharing service is active, can be identified on the map via the website, the Apps and the on-board tablet.
  - The Customer can identify the vehicle closest to his/her location or to a specific address via SHARE'NGO® website or App.
- e) Customers can rent SHARE'NGO® vehicles directly without reservation, but only those marked "available" are free to be rented.
  - Before starting the engine, the Customer is obliged to check the SHARE'NGO® vehicle in order to identify obvious defects, damage or dirt and communicate to the Customer Service by phone or on-board tablet. In order to correctly assign the responsibility for damage or incorrect behavior to the person / customer who actually caused it, it is essential to communicate these damages before starting the engine. The Customer is obliged to provide the above information in a complete and truthful manner.
  - The Operator may prevent the use of the vehicle if there is a risk that driving safety will be impaired.
- f) The Operator can contact the Customer by the number registered with the personal data if the rental process is interrupted. The operator may prohibit any use of the SHARE'NGO® vehicle if there is a suspicion of breach of contract.
- g) The complete rates set by the Operator for the SHARE'NGO® Car Sharing service is available on www.sharengo.nl.
- h) The Customer is aware of the limits of the vehicle autonomy and their level of charge, and therefore assumes the responsibility to terminate the rental with the range of autonomy not less than 5km. The vehicle autonomy is visible on the tablet on-board. The vehicle must be discharged with at least 5 km of autonomy and hence cannot be used when the on-board tablet signals the less-than-5km warning.

If the Customer encounters such situation during the trip, he/she must replace that vehicle with a low battery with another vehicle properly charged.

The Customers are in any case prohibited from:

- opening the engine compartment;
- allowing third parties to drive SHARE'NGO® vehicles, even temporarily, using their own credentials

- driving the vehicle under the influence of drugs, alcohol or anything else that alters the normal physical and mental condition of the person;
- using the vehicle on off-road routes, for demonstrations or for competitions of any kind;
- using the vehicle for road tests, driving lessons or making profit by transporting passengers;
- towing or moving other vehicles;
- using the vehicle to transport highly flammable, poisonous or, in general, hazardous materials, in quantities far higher than those permitted for personal use;
- transporting objects with the vehicle, which in terms of size, shape or weight may compromise the safety of the driving or damage the passenger compartment;
- smoking or allowing passengers to smoke in the vehicle;
- transporting animals in the vehicle;
- dirtying the vehicle or leaving any kind of waste in the vehicle;
- removing from the vehicle, after terminating the rental, items that belong to the vehicle;
- occupying the vehicle with more people than required by law or other regulations
- making or carrying out repairs or modifications of any type of their own initiative on the vehicle;
- transporting children or infants in violation of the rules of the Rode Traffic Act 1994; and
- driving the vehicle on the motorways and on the roads in contrary to the Road Traffic Act 1994.

Failure to comply with the prohibitions indicated in this article could lead, according to the Operator, to the immediate termination of the Car Sharing Agreement pursuant to and for the purposes of article 6:265 Dutch Civil Code. The termination of the contract will occur from the moment of the simple communication by the Operator to the Customer of its wish to apply the present express resolution clause, without any other formality, but in any case guarantees the application of penalties and compensation of any damage caused by the Customer.

Once the Car Sharing Agreement has been terminated, the Operator will be entitled to call back immediately the vehicle. If the Customer does not immediately return the vehicle, the Operator has the right to claim the amount accrued for the rental remains unaltered, as well as compensation for all damages created accordingly.

The Operator will be able to recover the sums due in accordance with the procedures established by law and charging the relative costs to the Customer, reserving the right to take legal action against the Customer and / or the responsible third party and / or any other vehicle holder.

# Art. 11– Terminating the rental

- a) When terminating the rental session, the Customer must follow the procedure and instructions indicated by the tablet on-board completely and wait until the doors are closed before leaving the vehicle.
- b) If the SHARE'NGO® vehicle is returned without having complied with the correct termination procedures of the rental, and the doors were not closed properly, the rental continues at the expense of the Customer and under his/her full responsibility.
  - In particular, the Operator will be free from all civil, criminal and administrative liability for all infractions, seizures, offenses and penalties deriving from the use of the vehicles for the act and fault of the Customer.

Furthermore the following conditions must always be respected:

c) The Customer cannot return the vehicle outside the Operating Area. The Customer can park outside the operating area only in "temporarily parking" mode. In this mode, the car remains at

- the Customer's disposal and the running minutes count continues. The customer will resume the vehicle to end the rental permanently only within the Operating Area.
- d) The vehicle cannot be left in parking areas with daily or hourly parking limitations if the limitation starts earlier than 48 hours from the time the Vehicle was parked (for example, if the daily limitation starts on Monday at 8 AM, the driver will be authorized to park the vehicle no later than 8 AM on Saturday before). The same rule applies in the case of parking restrictions already indicated but not yet in effect (for example, in the case of temporary bans for events or public works).
- e) The Customer is required to leave the returned vehicle clean. If it is not the case, the Operator reserves the right to charge a penalty for extraordinary cleaning of the vehicle to the Customer who used it last.
- f) The discovery of abandoned objects inside the SHARE'NGO® vehicle must be reported to the SHARE'NGO® customer service, which will give all the indications to allow their recovery.
- g) It is forbidden for Customers to temporarily park or return the vehicle in an area where the GPS signal and / or the GSM signal cannot be detected, typically in underground parking.
- h) If the Operator is forced to move the vehicle to another authorized car park or in case of forced removal of the vehicle by police or third parties, all costs incurred, of whatever nature are (including administrative penalties and any costs of recovery, towing and storage of the vehicle), will be immediately charged to the customer.

## Art. 12 - Breakdown or incidents

In the event of a car accident, damage, loss and any damage to the vehicle (hereafter "Claim") during the rental, the Customer must:

- a) immediately inform the SHARE'NGO® Customer Service by pressing the SOS button on the on-board display or if not working properly, call the SHARE'NGO® Customer Service;
- request and wait for the police intervention in case of uncertainty or dispute on the dynamics of the accident and in there's injuries. In the latter case, the Customer must also immediately call the ambulance or make sure its arrival, provide help to the injured and stay with them at least till the qualified professionals arrive;
- c) fill out and sign the CAI Form Accident Detection (also known as "CID"); in the event that the attribution of responsibility between the parties is confirmed and agreed, the CAI form must be signed by both drivers of the two vehicles involved in the accident;
- d) provide the Operator with any other information, such as a testimony of third parties or documentation which is useful to allow reconstructing the dynamics of the accident;
- e) deliver to the Operator, within 7 days after the claim, a complete report of the claim, the CAI form if completed and any information in its possession relating to the claim and to the parties involved; and
- f) in the presence of witnesses, collect their written and signed, attaching a copy of witness's ID or passport; any other subsequent testimony, not obtained at the same time when the claim is delivered would not be considered as supporting evidence.

The Customer must also:

- g) stay at the place where the accident has occurred until he/she receives different instructions from the SHARE'NGO® Customer Service and activate immediately following the aforementioned procedures; and
- h) cooperate fully with the Operator and its insurers in any investigation or consequent legal proceeding arising from the claim.

When presenting a claim, the Customer can make statements only in his/her own name and on his/her own behalf; The Customer cannot make under any circumstances can make statements in the name and on behalf of the Operator.

In the event of an emergency, damage to the vehicle or a problem that prevents, limits or compromises the safety of the Customer, passengers or others, or the movement of the vehicle due to a problem of the vehicle itself, the Customer must:

- i) immediately communicate this to the SHARE'NGO® Customer Service. The Operator will activate the roadside assistance; and
- ii) scrupulously follow the instructions provided by the roadside service operator

Parties have understood and agreed that, when the road service and / or towing of the vehicle is carried out by a different operator than the one indicated by the Operator, all the related expenses would be borne by the Customer.

If the Customer fails to respect the obligations set forth in this article, this would result into immediate termination of the Car Sharing Agreement, without the need for any formal notice, pursuant to and for the purposes of article 6:265 of the Dutch Civil Code, by express termination clause, with the charge to the Customer of the amount due and accrued at the date of termination, made in any case without prejudice to the right to compensation for any greater damage.

In the event of a claim caused by the Customer, his liability extends to the amount of the penalty of 500.00 Euro (five hundred), to any other penalties he or she bears, also for the consequences deriving from the damage, such as the appraisal costs, towing costs, diminished value, lost rental income, additional administrative costs.

The limitation of liability for penalties and / or deductibles does not apply in case of willful misconduct and / or gross negligence of the Customer, i.e., for damage caused by the Customer for improper use, negligence or failure to comply with the provisions of the Contract of car sharing. In case of an accident caused by malice and / or a serious fault of the Customer, for which the limitation of liability to the amount of the penalty and / or contractually established deductible does not apply, and in case of an accident that according to article 14, the Customer is following, depending on the fraudulent and / or negligent conduct so not covered by insurance, that very Client and / or in the case of claim against the Operator by the Insurance Company, the Customer will fully responsible for all direct and material damages to the vehicle, to the persons and to the objects.

Should the written statement of the damage not be received within 7 days, SHARE'NGO® reserves the right to charge to the Customer all damages resulting from the accident, in particular, damages to people, objects and vehicles. The Customer agrees to the debit of all the amounts that will be due, directly and indirectly, by virtue of the rental, even after the billing of the rental, on the credit card or prepaid card used to guarantee the payment of the obligations pecuniary rights arising from this Car Sharing Agreement.

## Art. 13 – Fines from traffic violations

During the period of use of the vehicle, the Customer is fully and directly responsible for any fines or other consequences caused by traffic violations, including parking violations, overdue parking tickets or violation of any other provision of the Road Traffic Act 1994, laws or regulations in force.

The Operator would inform the competent police authority of the Customer's personal details to file relevant reports of the Road Traffic Act 1994 violation.

Alternatively and at its sole discretion, the Operator can feel free to pay the Customer's administrative penalties immediately and request him/her to refund the amount paid.

The Operator will charge an administrative fee to the Customer for processing the fine on behalf of them, and the amount is indicated in the fee schedule and updated from time to time.

In case of forced removal of the vehicle, the Customer must promptly inform the SHARE'NGO® Customer Service to recuperate the vehicle. All related and / or consequent costs (as an example and not exhaustive: administrative fines, towing, custody, recovery, etc.) will be charged to the Customer, in addition to the costs incurred for the administrative management of such practices.

#### Art. 14 - Insurance

The Operator has activated for SHARE'NGO® vehicles an insurance policy for damages to third parties with the ceiling set by law for the vehicle category provided.

If the vehicle is damaged or if the Customer causes any damage during the rental, the Customer will be responsible within the limit of a maximum deductible of 500 Euro, but any penalties related to the misconduct will not be included.

Assuming that the vehicle suffers damage as a result of vandalism (damage caused intentionally by third parties) during the rental, it is mandatory to file the complaint of the event to the Judicial Authority closest to the place where it occurred by the Customer.

The insurance will not cover damage caused intentionally by the Customer. In case of a serious fault, the Customer will be liable to the Operator for the damage caused.

# **Charges borne by the Customer**

the Customer will be fully responsible for:

- a) all direct and material damage to the vehicle, to persons and objects excluded from the insurance coverage and / or ancillary services prepared by the Operator and indicated above;
- claims caused by intent and / or gross negligence of the Customer, for which the limitation of liability to the amount of the penalty and / or exemption as required by the aforementioned article 11 and claims not covered by the above insurance guarantees if caused by the Customer's malicious and / or culpable conduct;
- c) the penalties indicated in the Fee Schedule;
- d) any damage not promptly reported to the Operator;
- e) indirect damages resulting from accidents caused during the period of use and not otherwise covered by insurance, such as for example the depreciation of the vehicle, the use of a replacement vehicle, recoveries and third party charges;
- f) damage caused when driving the SHARE'NGO® vehicle by unauthorized third parties during the rental of the customer;
- g) direct and indirect damage caused by incorrect use of the vehicle;
- h) direct and indirect damage caused as a result of malicious actions and / or grossly negligent of the Customer;
- i) direct and material damage to the vehicle's internal equipment caused by the Customer and / or by the persons to whom the Customer is responsible to and / or transported by them;
- j) direct and indirect damages caused as a result of failure to comply with the obligations set forth in article 12;
- k) legal fees and any other charges related to the processing and management, judicial and / or extrajudicial, of insurance claims including any sums advanced by the insurance company on behalf of the Operator;
- the type of claims that the insurance company may request in the case of a vehicle driven by a person in a state of intoxication and in relation to which the violation of article 8 Road Traffic Act 1994 subsequent amendments;
- m) the type of claims that the insurance company may request in the case of a vehicle driven by a person under the influence of drugs and against which the violation of art. 187 of the Highway Code and subsequent amendments;
- n) the type of claims that the insurance company may request in case of damages suffered by third parties transported, if the transport is not carried out in compliance with the provisions in force and / or the indications of the registration certificate; and
- o) the type of claims that the insurance company may request in the case of a vehicle driven by a person with an expired and / or invalid driving license.

#### Art. 15 - Personal data

The Operator will process personal data in compliance with the Privacy Statement available on <a href="https://www.sharengo.nl">www.sharengo.nl</a>.

# Art. 16 - Validity, duration, renewal, suspension, withdrawal, termination of the agreement

The Car Sharing Agreement is signed by the Customer during subscription and registration to the SHARE'NGO® service and would be effective for an indefinite period, starting from that date until the moment of withdrawal decided by one of the parties.

The withdrawal must be notified by registered letter with a return slip with a notice period of one month. Once the withdrawal has been completed, the Customer will be immediately deleted from the Customer List. In case of justified reason and / or cessation of activity, the Operator may withdraw from the contract without notice, giving notice to the Customer by email and registered letter with a return slip.

Any serious violation, by the Customer, of the contractual conditions, as well as improper use of the cars such as violation of the Road Traffic Act 1994 or any other provision constitute grounds for termination of the Car Sharing Agreement for non-fulfillment of the Customer, pursuant to the effects envisioned by article 6:265 Dutch Civil Code, then by express resolution clause, starting from the communication that the Operator will send to the Customer by e-mail or by registered letter with a return slip.

In the cases expressly listed in the Car Sharing Agreement, the Operator may also suspend the Service, even without prior notice, by deactivating the Customer's Account until the suspension reason resolved. Furthermore, the Car Sharing Agreement will be terminated pursuant to article 6:265 Dutch Civil Code, if the Customer:

- a) interrupts payments;
- b) is behind on payments for two invoices;
- c) is a legal person, a special fund, a professional who has signed the contract as a professional and has not made the required payment;
- d) drive while intoxicated and under the influence of drugs;
- e) communicate his/her access data (username SHARE'NGO®, password SHARE'NGO®, PIN SHARE'NGO®) to third parties;
- f) has declared false or omitted relevant information in the subscription-registration phase to the SHARE'NGO® free floating car sharing services or during the execution of the agreement.

If the Operator decides to use the resolutive clause pursuant to and for the purposes envisioned by article 6:265 Dutch Civil Code, the Operator will block access to SHARE'NGO® vehicles and request the rental fee of the SHARE'NGO® vehicle until it is redelivered and reimbursement of all damages.

In case of withdrawal by the Operator due to the termination of the activity, nothing will be due to the Customer for any reason.

The Customer can exercise the "right of withdrawal" from the Car Sharing agreement within 30 (thirty) days from its signing without any penalty and without the obligation to specify the reasons.

The right of withdrawal referred to in the previous paragraph can be exercised by sending the Notice of Withdrawal downloaded from <a href="www.sharengo.nl">www.sharengo.nl</a>, duly completed and signed with registered mail with return slip to the Operator's registered office, or by PEC mail.

## Art. 17 - Complaints

In the event of disputes regarding the correctness of the amount due by the Customer, the registrations contained in the electronic archive of the Operator will prevail.

Any disputes relating to charges, for any reason made by the Operator, may be brought up only after payment is made and, however, no later than 60 days from receipt of the relevant invoice.

The Customer can use the contacts listed in the following article 19 if he wants to request information or send complaints.

If the Customer is a consumer residing within the European Union, he / she can send his / her complain by completing the electronic form on the ODR portal <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a>, a platform provided in order to support Europeans consumers in the extrajudicial management of disputes. The email address of SHARE'NGO® that the Customer must insert on the ODR portal is as follows: <a href="https://webgate.ec.europa.eu/odr">klanteservice@sharengo.nl</a>.

## Art. 18 - Fine

The Operator reserves the right to apply to the Customer the fine indicated in the Fee Schedule to the occurrence of the cases envisaged and regulated by the Agreement, except in any case, the compensation for the greater damage.

The Operator notifies the Customer, after having carefully examined the case and ascertained the Client's involvement, by sending an e-mail to notify the amount of the fine. Following the aforementioned communication, this will be debited from the Customer's credit card. The Customer expressly accepts the above and authorizes the Operator to charge the fine on the credit card indicated by the Customer at the time of registration to the service.

#### **Art. 19 - Communications**

For any communication, the Customer must write to:

SHARE'NGO® CUSTOMER SERVICE- Newtonweg 2, 2952 BH Alblasserdam, the Netherlands

OR an email to: <a href="mailto:klantenservice@sharengo.nl">klantenservice@sharengo.nl</a>

OR phone the number indicated on www.sharengo.nl

# Art. 20 – Jurisdiction

Dutch law governs the Agreement, the General Terms and Conditions and its Annexes.

In the event that a Customer is a natural person qualifying as a "consumer" pursuant to Legislative Decree 6 September 2005 no. 206, the Court of the place of residence or domicile stated by the Customer in the Dutch territory will be in an exclusive way competent. In all other cases, the Court of Rotterdam will be the exclusive jurisdiction.

No additional and / or supplementary verbal agreements exist between the Customer and the Operator. The amendments and additions to the General Terms and Conditions of Agreement and Fee Schedule require in the written form. Electronic correspondence (email) is considered an acceptable written form.

## *Art.* 21 – Other outstanding matters

The possible nullity, invalidity and ineffectiveness of one or more clauses of the Car Sharing Agreement and its annexes (Fee Schedule, Informative and Acceptance of the Privacy Statement) also deriving from amendments to the current legislation, introduced with the rules of the State and of the European Community, it does not affect the validity of the car sharing agreement as a whole. In this case, the Car Sharing Agreement will be interpreted and integrated as if it contained all the clauses that allow to reach, in compliance with the law, the essential purpose pursued by the agreement of the Parties. The fact that the Operator does not assert on any occasion the rights and powers contractually recognized to it cannot in any case be interpreted as a renunciation of these rights or faculties, nor will it prevent them from claiming full respect at another time.

(place)	, (date)	
Customer		Operator

The Customer declares to have read these General Terms and Conditions of Contract, and to expressly
accept and approve specifically the conditions of the articles: 3 (Subject and parties of the agreement); 4
(Unilateral modification of the Agreement); 5 (Registration and online reservation of the SHARE'NGO® Car
Sharing service); 6 (Fee and Invoice); 7 (Prohibition on Sublet or transfer); 8 (Disclaimer); 9 (driving permit);
10 (Use of vehicles - Express cancellation clause); 11 (Terminating the rental); 12 (breakdown or incidents);
13 (Fines from traffic violations); 14 (insurance); 16 (validity, duration, renewal, suspension, termination,
agreement); 17 (complaints); 18 (fines); and 20 (jurisdiction).

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Customer	Operator

# Privacy Statement of the CAR SHARING SHARE'NGO® service

Pursuant to and for the purposes of Article 13 et seq., EU Reg. 2016/679 (General Data Protection Regulation of EU)

Dear Customer,

We would like to inform you that EU Reg. 2016/679 ("General data protection regulation of EU") provides the legal ground for the protection of natural persons and other data subjects and respect for the processing of personal data.

Pursuant to the provisions of Article 13 and following of the European Regulation 2016/679 on data protection

personal data ("GDPR") and of the National Privacy Law, therefore, we provide you with the following information:

The entrepreneurial group formed by the controlling company Force of Nature EV B.V., registered at Newtonweg 2, 2952 BH Alblasserdam the Netherlands, under the Chamber of Commerce number: 857612116 or "Controller" or "SHARE'NGO®" as Controller, is committed to protect and respect the privacy of the users and takes seriously the protection of your personal data. This Privacy Notice provides you with clear and simple information describing the processing of personal data carried out by SHARE'NGO® and the related commitments made to that effect by the Controller, with the purpose of informing the user about the practices related to collection and use of information that the user could provide via the website www.sharengo.nl or the applications for mobile devices ("App. SHARE'NGO").

#### 1. Some main definitions

The 'personal data' means any information relating to an identified or identifiable natural person ('Data subject');

An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

The "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

The "Controller" means the natural or legal person, alone or jointly with others, determines the purposes and means of the processing of personal data.

The "Processor" means a natural or legal person, who processes personal data on behalf of the Controller; The "Consent" of the Data subject means any freely given, specific, informed and unambiguous indication of the Data subject's wishes by which he or she, by a statement or by clear affirmative action, signifies agreement to the processing of personal data relating to him or her;

The "Marketing" means the carrying out of activities of a commercial, advertising and promotional nature, such as, for example, in a non-exhaustive manner, the sending of advertising material, direct sales, the carrying out of market researches or commercial communication or promotional activities carried out in the context of events and premium contest promoted by SHARE'NGO®.

The "Profiling" means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements of the natural person.

# 2. Parties authorized to process personal data

In relation to the service requested, the Controller may process your personal data together with other parties:

- a) External Processors: for the performance of certain activities that are instrumental to the execution of the requested service, or in relation to legal obligations and in compliance with the personal data protection regulations, the Controller may appoint the external processors (third parties who process personal data on behalf of SHARE'NGO®).
- b) Distributors: are employees of SHARE'NGO® and similar figures, employed in the processing of personal data and authorized by the Controller, directly or through the delegates.
- c) Data Protection Officer (DPO): is the person responsible for the protection of personal data and is designated by the Controller to perform the functions expressly provided for by the European regulation on personal data protection

# 3. Purpose, legal basis of the processing to which the data are intended

SHARE'NGO® processes your data to proceed with your specific requests, or when it is necessary within the scope of the contract or for the purpose of the conclusion and execution of the requests, or the execution of pre-contractual measures adopted upon your request (Article 6 paragraph No. 1 b GDPR).

The processing of your data may also take place in accordance with a legal obligation, as well as for security and fraud prevention purposes. For these purposes the provision of data is necessary, it is not possible to provide the requested service without this.

The processing of your personal data may also be considered lawful when:

- a) it is necessary for the performance of a task carried out in the public interest (SHARE'NGO® may transfer your personal data to governmental authorities, courts, external consultants and similar third parties that are public entities to the extent required or permitted by applicable law);
- b) it is based on the law of the Union or of a Member State for the exercise of public authority;
- c) it is necessary to protect the vital interests of the Data subject or of another natural person;
- d) it is carried out for purposes other than those for which the personal data were initially collected, if compatible with the purposes for which the personal data were initially collected;
- e) is carried out for the legitimate interest of the Controller, or third parties (this, in order to establish contact with you and the third parties and assert legal claims directly in your comparisons in case of claims not manifestly unfounded by such third parties claimed in the comparisons of SHARE'NGO®, which derive from infractions of the prohibition of parking in the private space).

For greater transparency towards the Customer, the purposes of the processing related to the fulfillment of the

Contract in every phase.

a) The Controller treats your personal data, provided during registration to the service on <a href="www.sharengo.nl">www.sharengo.nl</a>, and / or App. SHARE'NGO®, in order to create your Client Profile and contact you for purposes related to the execution of the contract. This data also includes the driving license that is verified

by the General Directorate for Motorization, Division 7 - Data Processing Center, in order to validate its validity and suitability for the driving our vehicles.

- b) In order to protect the SHARE'NGO® vehicle fleet and to improve the service offered, SHARE'NGO® records the start and end of rental positions, the distance and distance traveled and the time and date of the rental. The rental procedures performed by the Customer are recorded and stored together with the indication of the place and time of departure and arrival, of the methods and duration of use. These data can always be consulted by the Customer in the personal area of the Customer on <a href="www.sharengo.nl">www.sharengo.nl</a> and / or App SHARE'NGO® and also constitute the basis for calculating the invoice. If you use a commercial account, details of such use will appear on the SHARE'NGO® commercial customer account.
- c) In the case of road accidents during a rental, the Controller treats your personal data relating to the accident in order to activate the related insurance coverage by transmitting to the insurance companies and the experts involved all the information useful for the settlement of the damage. The SHARE'NGO® Vehicle could be equipped with a telematic device that allows to verify the correct use of the car and to establish the dynamics of any accidents.
- d) When contacting the SHARE'NGO® Customer Service, even in the course of complaints or disputes, the personal data necessary to meet your needs are collected.
- e) The Collector can monitor the geographical position of the vehicle during your rental if there is objective evidence that suggests there is an emergency or a serious violation of the terms of the contract. The processing of these data will take place in order to provide assistance or to make the necessary countermeasures. The above assistance may be provided by SHARE'NGO® personnel and / or authorized third parties for the management of assistance in case of an accident and / or vehicle failure.
- f) If a third-party service is used during a rental, the Controller will process your personal data, possibly transferring it to the other party involved in order to regularize the necessary requirements.

The provision of personal data necessary for the execution of a contract of which you are a part, or the execution of pre-contractual measures taken upon your request is mandatory, otherwise, we would not be able to perform such contract or in a position to take measures on your request.

In the event that the Customer has also issued an explicit and optional consent for the marketing activities, the Controller may process his or her personal data for sending by email, SMS or communications relating to personalized and / or promotional offers of SHARE ' NGO® and its partners reserved preferentially and / or exclusively to SHARE'NGO® customers and / or invitations to participate in surveys.

Further collection and processing of your personal data may be done, data subject to prior consent, through registration

calls to improve the service and ensure compliance with the contractual terms.

The Controller may use the personal data of the Customers and the data of their use of the services to create statistical analysis and improve the products and services. For these purposes, the data are processed only in anonymous form.

Providing data for the marketing purposes specified above is optional and the Customers' refusal will not affect the execution of the contractual relationship or the use of the services requested.

In any case, even if the customer has given consent to authorize SHARE'NGO® to pursue all marketing purposes above, will remain free at any time to revoke it, sending without formalities a clear communication to that effect to SHARE 'NGO® at the email address: klantenservice@sharengo.nl.

Following receipt of this opt-out request, SHARE'NGO® will proceed promptly to the removal and deletion of data from databases used for processing for marketing purposes.

# 4. Methods of data processing and storage

In relation to the indicated purposes and in any case in order to guarantee the security and confidentiality of the data, your data are processed electronically, via tele transmission systems and on paper.

Your personal data will be processed in such a way as to guarantee adequate security and confidentiality and to prevent unauthorized access or use of personal data.

Therefore your personal data will be processed and stored in full compliance with the principles of necessity, data minimization and limitation of the retention period, through the adoption of technical and organizational measures appropriate to the risk level of the treatments and for a period of time not superior to the achievement of the purposes for which they are processed, in any case for the period prescribed by law.

The Controller retains personal data if this is required by regulatory obligations. For example, invoices must be kept for 10 years. In addition, SHARE'NGO® retains your personal data until the expiry of the statute of limitations in order to be able to enforce any existing legal claims.

SHARE'NGO® adopts technical and organizational security measures to protect data from modification, loss, destruction and unauthorized access. The SHARE'NGO® security measures are constantly updated based on technological developments and according to the applicable personal data protection law, in particular, the General Regulation on the Protection of Personal Data.

The data may also be processed in the event that it is necessary to assert or defend in court a right of SHARE'NGO®.

# 5. Legitimate interests pursued by the Controller or third parties

SHARE'NGO® processes your personal data according to Article 6 paragraph n. 1 f GDPR, based on the legitimate interests of the Controller in relation to the treatment.

The Controller treats your personal data collected during each individual trip / rental to identify and correct any errors and malfunctions in the rental process and the overall provision of the service and its operation. The entire SHARE'NGO® vehicle fleet is equipped with a geolocation system that collects initial and final positions of the

journey and journey made in order to monitor its use.

The data collected in this way are also analyzed according to a statistical model to predict where it will be possible

that an application for SHARE'NGO® vehicles arises.

These data are processed for vehicles only and a direct connection is not saved with the individuals who drive them.

SHARE'NGO® will process your personal data in order to prevent fraud and any illegal activity.

The Controller may transfer your personal data in the course of relations with the authorities and / or public entities, in the manner and within the terms established by law, as a result of particular requests, procedures or for the fulfillment of legal obligations (such as for example, the renunciation to the actual offender of the reports of the violation of the rules of the Road Traffic Act 1994 connected to the provision of the requested services).

In order to collect the receivables from its customers, SHARE'NGO® could transmit the data to a third-party debt collection company.

The personal data of the Customer may be processed to fulfill the obligations provided for by law, by a regulation or by community legislation and for civil, accounting and tax purposes.

Further information is available on request regarding the processing of personal data carried out, following the principle of balancing the interests and therefore on the legitimate interests of the Controller, according to the provisions of Article 6 paragraph n. 1 f GDPR.

# 6. Nature of personal data

Your personal identification data (for example, name, surname, tax code, place and date of birth, residential address, telephone number, mobile phone number, e-mail address, driving license number, authority issuing it, release date, expiration date, hereinafter "personal data" or even "data") communicated by you when you subscribe to the service, related to the provision of the service requested by you.

## 7. Scope of communication and dissemination of data

Your data may be disclosed:

- a) to all the data subjects to whom the faculty of access to such data is recognized by virtue of regulatory provisions;
- b) to SHARE'NGO® employees and / or employees, as part of their duties (e.g. law firms, accountants, audit companies);
- to all those natural and / or legal persons, public and / or private when the communication is necessary or functional to the performance of our business and in the manner and for the purposes described above (for example companies, bodies and / or associations, parent or holding companies)
- d) to other companies involved in the rental of vehicles and / or ancillary activities with which SHARE'NGO® has

a contract in force.

SHARE'NGO® uses external IT service providers that provide IT maintenance or extensive IT solutions (such as cloud services) and software solutions on behalf of SHARE'NGO® and external service providers for invoice storage purposes.

Your data may be disclosed to governmental authorities, courts, external consultants and similar third parties that are public bodies or other authorized third parties, provided that the circumstances described above are present (e.g. breach of the prohibition on parking or administrative offenses).

SHARE'NGO® uses external service providers for market research purposes.

The Controller transfers your personal data to logistics companies if the processing is necessary for communications by mail.

SHARE'NGO® reserves the right to transfer personal data to credit agencies particularly in order to perform credit checks, prevent fraud and credit verification and / or credit collection.

In the event of a claim with a SHARE'NGO® vehicle, your data is transferred to the insurance companies, and if it is the case, to the counterpart involved in the accident.

SHARE'NGO® uses external service providers to ensure the safety and cleanliness of vehicles and the recovery of lost items. For this purpose, vehicle data are transferred to these service providers.

The Controller transmits your personal data to service providers who provide a comparison with the so-called compliance lists or sanctions in compliance with the provisions of the law.

SHARE'NGO® also uses external service providers to guarantee assistance over the phone to the client and manage administrative sanctions. For this purpose, your personal data are transferred to these service providers.

The company in charge of this management is SAFO Group S.p.A. with registered office in Rome, P.le Ezio Tarantelli n. 100. Your personal data will not be disseminated, except in cases provided by law.

# 8. Transferring personal data to a third country

The transfer of personal data from EU countries to "non-EU" non-EU countries is prohibited, in principle, unless the Controller or Processor ensures an "Adequate" level of protection.

Data will not be transferred to "third" countries except for the services expressly requested by the client or the specific cases for which SHARE'NGO® will adopt adequate guarantees and will inform the interested party.

9. Detailed identification of the Controller and Data Protection Officer Controller

Force of Nature EV B.V., registered at Newtonweg 2, 2952 BH Alblasserdam the Netherlands, under the Chamber of Commerce number: 857612116

Contact details:

E-mail: klantenservice@sharengo.nl

The Data Protection Officer (DPO)

It is available at Force of Nature EV B.V. to the following address: Newtonweg 2, 2952 BH Alblasserdam the Netherlands E-mail: <a href="mailto:info@sharengo.nl">info@sharengo.nl</a>

# 10. Rights of the interested party

10.1 Article 15 (Right of access by the data subject), 16 (Right of rectification) of EU Reg. 2016/679 The data subject shall have the right to obtain from the controller confirmation as to whether personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:

- (a) the purposes of the processing;
- (b) the categories of personal data concerned;
- (c) the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organizations;
- (d) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- (e) the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- (f) the right to lodge a complaint with a supervisory authority;
- (g) where the personal data are not collected from the data subject, any available information as to their source; and
- (h) the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
- 10.2 Right pursuant to art. 17 of EU Reg. 2016/679 the right to erasure ("right to be forgotten") The data subject shall have the right to obtain from the controller the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:
- (a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- (b) the data subject withdraws consent on which the processing is based according to point (a) of Article 6(1), or point (a) of Article 9(2), and where there is no other legal ground for the processing;
- (c) the data subject objects to the processing pursuant to Article 21(1) and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2);

- (d) the personal data have been unlawfully processed;
- (e) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- (f) the personal data have been collected in relation to the offer of information society services referred to in Article 8(1).

# 10.3 Right referred to in art. 18 Right of Restrictions of process

The data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:

- (a) the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
- (b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- (c) the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defense of legal claims; and
- (d) the data subject has objected to processing pursuant to Article 21(1) pending the verification whether the legitimate grounds of the controller override those of the data subject.

# 10.4 Right referred to in Article 20 Right to data portability

The interested party has the right to receive, in a structured format, in common and automatic way, the personal data concerning him / her provided to a Controller and has the right to transmit this data to another Controller without impediments from part of the Controller.

# 11. Revocation of consent to treatment

You have the right to withdraw your consent to the processing of your personal data by sending a registered letter to the following address: Newtonweg 2, 2952 BH Alblasserdam the Netherlands, with the following text: << withdrawal of consent to the processing of all my personal data >>. At the end of this operation your personal data will be removed from the archives as soon as possible.

If you would like more information on the processing of your personal data, or exercise the rights referred to in the aforementioned point tenth, you can send a registered letter to the following address:

Newtonweg 2, 2952 BH Alblasserdam the Netherlands; anticipating the request by email to <a href="mailto:info@legalmail.nl">info@legalmail.nl</a>. Before you can provide, or change any information, you may need to verify your identity and answer some questions. An answer will be provided as soon as possible.

# 12. Changes to the Privacy Statement of the CAR SHARING SHARE'NGO® service

This Privacy Notice may also require further updates (following the implementation of new technologies, etc.), therefore we reserve the right to modify or supplement this information at any time. We will publish the changes on <a href="https://www.sharengo.nl">www.sharengo.nl</a> and / or inform you by e-mail.

# SHARE'NGO FEE SCHEDULE®

STANDARD RATES (VAT included)		
SHARE'NGO®* Registration fee	Free	
Standard rate per minute to drive/ park temporarily* the vehicle	0,28€	
Standard rate per day	50,00€	
Additional charge when finishing the rental in an area where surcharge applies **	5,00€	

<sup>\*</sup> Aside from special agreements or promotions

\*\* In addition to the standard rental charge; You can find the areas where surcharge apply of each city on our website: www.sharengo.nl.

ADDITIONAL SANCTIONS – HANDLING*		
CAUSE		CHARGE
a)	a) Handling fee for each fine assigned	
b)	b) Remaining charge	
c)	Handling fee for removing the vehicle or repairing damages caused by customers	50,00€
	ADDITIONAL SANCTIONS – PENALTY *	
	CAUSE	CHARGE
a)	Accidents where the customer is liable	500,00€
b)	Damages caused by customer while using the vehicle (Additional cleaning, repairing of the vehicle and other expense caused by improper use)	50,00€
c)	Cleaning/detailing fees when animals are transported in the vehicle	150,00€
d)	Smoking inside of the vehicle	50,00€
e)	Terminate the trip with lights or dashboard still on, with windows down and/or leaving the vehicle in a private or underground parking	50,00 €
f)	Vehicles left in no parking or a private area that requires SHARE'NGO® staff to remove	50,00€
g)	Roadside assistance: Roadside assistance: for damages caused by the customer, with or without counterpart and for vehicles ran out of batteries due to customer's failing to notice the signal of less than 5% autonomy	120,00€
h)	To remove a vehicle left in no parking area and/or as a result of the customer's serious infringement	250,00€
i)	To remove a vehicle left by customer outside of the operating area	300,00€
j)	Loss or damage of the vehicle documents	50,00€
k)	Loss of electric charging cable in the trunk	250,00€
I)	Loss of emergency kit in the trunk	50,00€

m)	m) Problem cause by customer's not complying with the instructions from the SHARE'NGO® customer service and / or the operator on site in case of breakdown and / or accident	
n)	n) Tampering with the ignition system	
0)	o) Letting third party other than the customer who subscribed to the service to drive the vehicle	
p)	Accidents not reported by the customer	100,00€
q)	Driving the vehicle on highways and roads in contrary to Road Traffic Act 1994 is not permitted for the type of vehicle rented	100,00€
r)	) Having more passengers on board than permitted by the type of vehicle	
s)	s) Acting illegally while driving the rented vehicle e.g. operating vehicle under the influence of alcohol or drugs	
t)	Other unlawful acts or infringement of regulations including and not limited to those defined in Article 10 of the SHARE'NGO® contract	Up to 500,00 €
u)	u) Hourly charge of the vehicle not returned when requested by the SHARE'NGO® customer service representatives	
v)	Allow minors drive the vehicle rented	500,00 € **

<sup>\*</sup> in addition to the normal rental fee

No other expenses shall be incurred, if the Customer demonstrates not liable for the damages reported or that no damage has occurred, and / or that the damage reported actually costs less than charged.

<sup>\*\*</sup> Beyond the termination of the service contract. Total indemnity of the Service Operator for any fine, damage, proceeding and claim for damages, including those deriving from the lack of insurance coverage