

### CAR SHARING REGULATIONS

#### 1. Introduction to the service

Enjoy Car Sharing is a service (the Service) offered by Eni Fuel SpA (the Contract Holder) which allows registered clients (Clients) to use a vehicle paying only on the basis of the actual use during each individual Rental.

The Client can search and book the vehicle through one of two existing channels: the enjoy.eni.com website or a smartphone App with iOs, Android or Windowsphone operating system.

The Service can be used via the on-board computer, if active, or via the designated function on the App to start, manage and end the Rental ("Device")

The Contract Holder will notify the Client of the use of the App for the aforementioned functions present in the on-board computer.

These Regulations define the methods of use of the Enjoy Car Sharing Service and the additional services offered. The Client is provided with a copy on acceptance of the proposal regarding registration to the Service and they are also published on the Contract Holder's website to ensure that they can be referred to at any time.

The Contract Holder reserves the right to modify these Regulations or any annexes, at any time, notifying the Client of these modifications in the manner indicated in the General Conditions of Contract.

#### 2. Registration

Only natural persons are permitted to register for the Service and this can be done on the website or mobile App. Registration is activated by the Contract Holder accepting the proposal by the prospective client, after:

- 1. the prospective client has filled out all compulsory fields;
- 2. Information relating to the Italian Driving Licence has been validated and checked by the Department of Motor Vehicles;
- only for clients with a Foreign Driving Licence, information relating to the identity document requested by the Contract Holder, the Driving Licence and, where necessary, the international driving licence or the certified translation of the driving licence has been verified and validated by the Contract Holder or by another specifically mandated party;
- 4. the prospective client has correctly entered the details of a valid form of identification in addition to his Driving Licence details; information relating to the credit card or pre-paid credit card (where permitted) supplied by the prospective client for payment of the Service has been checked and approved by the payment platform;
- the prospective client has used a mobile phone to register with the Service. The client will use the same mobile phone number, which is both valid and registered directly to the client, for mobile and personal communications for the duration of the Service;
- 6. the prospective client has read and accepted these Regulations and has read and accepted the General Conditions of Contract;
- 7. the prospective client has authorized the use of his personal data by the Contract Holder for the purpose of the Service;
- the prospective client undertakes to respect and fulfil in good faith and diligently all obligations undertaken by registering
  for the Service and contained in the Regulations and General Conditions of Contract for each individual Rental and for the
  entire time that the Client remains a Client of the Service:
- 9. the prospective client selects the designated command "Sign Up" from the website of the Contract Holder's mobile App.

Only Clients are permitted to use the Service.

## 2.1 Registration procedure

At the time of the proposal of registration for the Service, the prospective client is informed of the purpose of the service and the method of delivery, and if he agrees with the terms and conditions, enters his data and explicitly accepts the proposed terms and conditions. The following information is compulsory in order for the Client to register for the Service:

- a) Driving Licence country of issue;
- b) data to access the reserved area on the website and the App: email and password;
- c) personal details;
- d) contact details including a mobile phone number, which is both valid and registered directly to the client, for mobile and personal communications;
- e) acceptance of the Regulations, General Conditions of Contract and Privacy Policy;
- f) for prospective clients with an Italian Driving Licence: Driving Licence details;
- g) for prospective clients with a Foreign Driving Licence: details and a copy of the identity document and driving permits listed for each country in the Annex "Foreign States".
- h) the prospective client has correctly entered the details of a valid form of identification.
- i) billing information.

If applicable, the Client will also fill out the optional fields related to promotions and/or agreements; in this case, the possible use of the corresponding benefits will be subject to verification by the Contract Holder of the data entered and the actual eligibility of the Client to take advantage of the benefits.



In order for the proposal to be sent to the Contract Holder for registration for the service, the prospective client must, among other things, provide express consent to the geo-location of vehicles, to the detection of data regarding vehicle circulation, to the processing of personal data and, if required, send the Contract Holder a snapshot of his/her face.

The data entered will be processed and, if no irregularities are detected, the Client's proposal for registering with the Service will be sent to the Contract Holder.

If no irregularities are detected in the registration to the Service proposed by the prospective Client, the Contract Holder will send the Client a notification email accepting the proposal with the attached contractual documentation and the unique and personal PIN for vehicle use, to be entered in the on-board computer of the vehicle or the Enjoy App.

The PIN is strictly personal and is non-transferable to third parties.

Failure to observe this obligation of PIN preservation and non-transferability is penalized under the General Conditions of Contract.

If the Client loses the PIN or suspects that it has been used by others, he must contact Enjoy Customer Services immediately.

The fields filled out by the Client on registering are stored in the Client's profile. With the credentials created during registration, the Client is able to access and modify his profile at any time through the reserved area on the website or using the App. Furthermore, from the profile, the Client is able to refer to information relating to use, including but not limited to: the log of services used, invoices, any vouchers for Service use ("Voucher").

### 3. Find and access the vehicles

## 3.1 Finding a vehicle

All vehicles are geo-localized through GPS signal and can be traced by the Contract Holder at any time, even when in use by the Client.

The free and bookable vehicles are located in permitted car parks on public land or in car parks made available by the Contract Holder within the service coverage area where the Service is active, clearly identified on the map which can be accessed on the website, App and on-board computer of vehicles where present and active ("Service Coverage Area").

The Client can find all available vehicles using:

- a) Website;
- b) the Enjoy App.

From the website or the Enjoy App the Client can view the map of the closest vehicles available to where he is currently located or another indicated address.

### 3.2 Booking and accessing the vehicle

Once the required free vehicle has been identified, the client is able to book it. The booking can be made through one of two channels described in the previous section (Website, App). Once the vehicle has been booked, the Contract Holder notifies the Client with details of the booked vehicle. If the vehicle is booked using the Website, notification of the booked vehicle with the vehicle details will also be sent by SMS text.

The booking lasts no more than 90 (ninety) minutes - of which the first 15 (fifteen) minutes are free of charge and the following 75 (seventy-five) are charged from the sixteenth minute with a per-minute charge indicated in the Annex "Rates" ("Additional Booking Minutes").

If the Client decides to cancel the booking or if the ninety minutes expire without the Client beginning the Rental through unlocking the doors, the vehicle is once again made available and can be booked by other Clients. The Client cannot book the same vehicle for 120 minutes from expiry or cancellation of the previous booking.

The Client must book a vehicle only when he intends to use it within the 90 (ninety) minutes permitted. The Contract Holder reserves the right to verify the improper use of vehicle bookings by the Client. If this happens, the Contact Holder may suspend the Client from the Service, or terminate the Contract because of violation by the Client of the principles of correctness and trust in using the Service.

After having reached the booked vehicle, the Client will use the App to unlock the doors and start the Rental. For Clients who have booked the vehicle using the Website, the doors can also be unlocked by sending an SMS text message.

## 3.3 Immediate use of the vehicle

The Client may also use a free car identified directly on the road; three indicator lights on the windscreen show the status of use:

- a) Red busy
- b) Yellow booked
- c) Green free
- d) Flashing red out of service

Furthermore, every vehicle has an identification number on the windscreen.



Only for available vehicles (Green light), the Client has the option of using the vehicle immediately: by using the App, the doors unlock and the Rental can begin. The Client can access the vehicle.

#### 3.4 Start of Rental

Both when booking and accessing the vehicle and in the case of immediate use of the vehicle, from the moment the doors are unlocked and the light on the windscreen changes to red ("busy"), the vehicle Rental comes into effect and is governed by these Regulations, the General Conditions of Contract and the applicable civil law.

After unlocking, the doors lock again automatically after a pre-set time of up to 1 minute. If the Client has not accessed the vehicle before the automatic locking of the doors, the door unlocking procedure must be repeated and if the Rental is not going to be started, the end Rental procedure as indicated in Section 5.5. must be carried out.

# 4 Picking up the vehicle

When the vehicle is picked up, the Client is to check the vehicle for any clear signs of damage (including but not limited to: damage to the bodywork, wheels, interior, unusual vehicle noises, fault-warning lights, etc.).

After having entered the vehicle, the Client must enter his own personal PIN into the Enjoy App or into the on-board computer, where present and active. After having entered the PIN and before starting the engine, the Client has to answer questions which appear on the on-board computer or the Enjoy App relating to the state of the vehicle.

If the vehicle is not suitable for use, the Client may decide to report the faults detected using the Enjoy App or the on-board computer, where present and active.

In general and when necessary, the Client can contact Enjoy Customer Service directly for assistance and any other notifications using the Enjoy App or the on-board computer, where present and active.

#### 5 Use

#### 5.1 Rules of conduct for vehicle use

- a) For each Rental, the Client undertakes to comply fully with indications provided in the General Conditions of Contract and these Regulations;
- b) The vehicles are to be used in the manner and within the limits established by the Regulations, the General Conditions of Contract, applicable civil law and any prescriptions received from the Contract Holder at the time of the booking and/or during vehicle use:
- c) Only Clients registered with the Service and in possession of a valid driving licence in accordance with indications in the General Conditions of Contract can use the vehicles;
- d) The Contract Holder must be notified of any changes to the status of the driving licence such as withdrawal, suspension, no more points or expiry, loss, etc.
- e) The vehicle may only be driven by the Client registered with the Service whose name appears on the current booking. It is strictly prohibited to allow third parties to drive the vehicle, even if the third party is another Client. The Client will be charged a Penalty for any infractions;
- f) The vehicle is to be driven in full compliance with the Highway Code, the Civil Code, the Penal Code and in general with maximum diligence;
- g) At the time of each and every Rental, the Client must be fully in charge of his mental faculties and must not have taken any type of drug, alcohol or medication which could, even potentially, limit the Client's ability to drive.
- h) In general, the vehicles are not permitted access to areas which are prohibited to transport vehicles (e.g. pedestrian areas);
- i) Any financial penalties for violation of the legal rules relating to the movement of vehicles (Highway Code, municipal regulations, failure to pay tolls and parking) will be notified to the Client who undertakes to pay the fines:
- j) All fines will be applied, following notification, to the Client who at the time of the infraction was using the vehicle or whose behaviour in the use and release of the vehicle resulted in the imposition of the sanction:
- k) Smoking in the vehicle is strictly prohibited. The Client who last used the vehicle will be charged for the interior's clean-up if this ban is not fully observed;
- l) Vehicles may not be parked in private areas other than those expressly reserved for Service's vehicles.

### 5.2 Procedure for vehicle use

The Client can start the engine after having answered the questions relating to the state of the vehicle using the Enjoy App or the on-board computer, where present and active. The ignition key is kept in the vehicle inside an appropriately marked storage compartment.

Once the vehicle has been parked and the engine has been switched off, the Enjoy App or the on-board computer, where present and active, will ask if the Client wishes to end the Rental or "Park" the vehicle. If the Client does not select "end rental", he will continue to maintain use of the vehicle. In this case, the Client must use the key provided to lock the vehicle. To access the vehicle again the Client will use the key supplied and will enter the PIN code once again into the Enjoy App or the on-board computer, where present and active.



#### 5.3 Refuelling

If the vehicle is provided with a Fuel Card, the Client can only refuel when the fuel gauge falls below 25%.

Once the vehicle has reached the Agip/Eni refuelling station, the Client selects the "Refuelling" option on the on-board computer. The on-board computer provides a PIN code with which the Fuel Card supplied on board can be used to pay the cost of the fuel. Refuelling carried out in any way other than that described above will not allow the Client to be reimbursed for the cost.

#### 5.4 Parking

- a) The map in the Enjoy App or the on-board computer, where present and active, indicates if the vehicle is inside or outside the Service Coverage Area of where the Rental started;
- b) The Client is not permitted to end the vehicle Rental outside the Service Coverage Area of the start of Rental, excluding private car parks made available by the Contract Holder for each specific city, also adjacent to the Service Coverage Area;
- C) The Client may not leave the Rental active in Enjoy reserved parking areas which require payment, but may only start or end a Rental.
- d) Furthermore, the Client may not end the vehicle Rental if in an area where the GPS signal and/or GSM signal cannot be detected, even if inside a Service Coverage Area. In this case, the Enjoy App or the on-board computer, where present and active, will notify the Client of the need to move the vehicle to an area with better signal reception;
- e) The permitted car parks depend on the city in which the Service is supplied and are described in the Official Rate plan attached to the General Conditions of the Service; they are also published on the website;
- f) The Client may not end the vehicle Rental in private or company car parks unless the car parks are expressly marked as car park reserved for Service vehicles for the specific city where the Service is active. In all Service car parks, both free car parks and those requiring payment, vehicles must be parked in dedicated bays, marked by colour and/or identification symbols and indicated on the website and App. If all bays reserved for Service vehicles are already taken, the Client is not permitted to leave the vehicle in any other bay.

In the car parks reserved for the Service, both free car parks and those requiring payment, the Client is not permitted to:

- i. unload and deposit objects of any kind with particular reference to flammable goods;
- ii. refuel, carry out repairs, change the oil, charge the batteries, accumulators, etc. and in general carry out any maintenance intervention or wash the vehicle;
- iii. park vehicles with leaks from the tanks or other faults which could damage the area and the road surface;
- iv. behave in any way which could result in potential hazards or damage to persons, objects or the environment.

In any case, the Client must follow the instructions given by the  $\operatorname{car}$  park manager.

The Client may only park the vehicle where permitted by the Highway Code. It is not permitted to park the vehicle in reserved bays including but not limited to parking spaces reserved for disabled drivers, the police, loading/unloading of goods, taxis, diplomatic corps or other institutions.

# 5.5 End of rental procedure

After having parked the vehicle in the permitted areas inside the Service Coverage Area, the Client has the possibility of ending the vehicle Rental by selecting the option "end rental" on the Enjoy App or the on-board computer, where present and active.

The Client may not end the vehicle Rental outside of the Service Coverage Area or outside the permitted spaces. Failure to observe these obligations will result in the application of a Penalty.

The Client must also ensure that:

- a) All windows and doors are closed;
- b) The handbrake is engaged;
- c) The radio and courtesy lights are switched off;
- d) The ignition key and the Fuel Card, if the vehicle has one, are put back in their original position inside the designated storage compartments inside the vehicle;
- e) All documents, manuals and accessories are in order and in their original position.

Failure to observe these obligations will result in the application of a Penalty.

Once "end rental" has been selected, the doors lock automatically after the last door has been closed.

Before moving away from the vehicle, the Client must make sure that the indicator light on the windscreen is yellow (or green). If the indicator light is not yellow or green, the vehicle will remain in the Rental state for that Client.

At the end of every Rental, the Client receives an email notification containing a summary of the vehicle use, such as: minutes of Rental, total kilometres travelled, any vouchers used, total amount charged.

In the event of any anomaly during the End Rental procedure or if the email communications mentioned above is not received, the Client is to contact Enjoy Customer Services immediately.



### 5.6 Cleaning the vehicle and found items

The Client must leave the used vehicle clean. The Contract Holder reserves the right to charge the last Client who used the vehicle a Penalty for any unscheduled cleaning interventions.

The Enjoy Customer Services department is to be notified of any items found in the vehicle. It will provide all indications necessary to recover these items by the Contract Holder.

#### 6 Rates, payment and billing

#### 6.1 Rates

The Client states that he is fully aware of the rates governed by the General Conditions of Contract and the rate plan attached to the General Conditions of Contract and also published on the website.

#### 6.2 Payment

The normal payment method allowed by the Service will be the credit card or pre-paid credit card (when allowed) registered by the Client in his profile during registration. The amount due for the Rental is charged at the end of the Rental.

If a Rental is extended and/or is outside the Service Coverage Area, the Contract Holder reserves the right to periodically charge the total amount accrued and/or debit in advance sums determined according to the indications in the General Conditions of Contract. At the end of the Rental, the actual amount matured for the Rental and owed by the Client will be charged.

When the amount due for the Rental is charged, both at the end of the Rental and during the Rental (with the exception of any charges "Outside the Service Coverage Area"), the system automatically calculates the total amount to be charged discounting any Vouchers the Client may have.

For Clients in possession of a Foreign Driving Licence, when the Rental is booked, the Client will be charged an advance payment amount as indicated in the General Conditions of Contract. This advance payment will be wholly or partly offset by the total amount due for the Rental and for any Additional Booking Minutes. If this advance payment is not authorized, the booking will be automatically cancelled.

### 6.3 Invoicing

The monthly invoice will show the debits and/or credits carried out during the month, specifying the use and any additional costs (for example, Penalties).

The invoice will be issued in electronic format and can be downloaded from the Client's profile.

### 7 Vehicle faults

a) Vehicle fault or breakdown, with the vehicle parked in one of the reserved bays where the end Rental procedure is permitted under section 5.4:

The Client must call Enjoy Customer Services to describe the problem and provide the exact address at which the vehicle is parked. After exiting the vehicle, the Client is not required to stay with the vehicle.

b) Vehicle fault or breakdown, during use outside the Service Coverage Area or with the vehicle parked outside one of the reserved bays where the end Rental procedure is permitted under section 5.4:

b.1) The Client must call Enjoy Customer Services to describe the problem and provide the exact address at which the vehicle is located. A service operator will be sent to that location. The Client is to remain with the vehicle until the operator arrives.

b.2) If the vehicle has broken down more than 50 km from the Service Coverage Area and the repair intervention takes longer than 24 hours, the Client may return to their original location or continue their journey by train or plane (economy class) for an amount up to €775 (VAT not included) per event, regardless of the number of passengers. If the Client continues the journey and one or more than one overnight stop is required, the Contract Holder will pay for accommodation and breakfast, up to €80 (VAT not included), per person, per night, for a maximum of three nights, and for a maximum number of people corresponding to the number of type-approved seats as indicated in the vehicle registration document.

# 8 Claims

If the vehicle is involved in an accident, the Client must call Enjoy Customer Services immediately to describe the type of accident and damage to the vehicle and provide the exact address at which the vehicle is located.

Enjoy Customer Services may send an operator to the location. In this case, and as long as the Client does not require medical attention, the Client must remain with the vehicle until the operator arrives.

The Client must follow all instructions received by phone from Enjoy Customer Services and/or the operator who arrives. Failure to respect these instructions may result in the application of Penalties.

The Client must hand over any Accident Report Form filled out when the accident occurred and any reports issued by intervening authorities (traffic police, local police and any other competent bodies, etc.). If the operator is not able to intervene, the Client must leave the Accident Report Form and any other reports in the storage compartment inside the vehicle.



If the vehicle can no longer be driven and is outside the Service Coverage Area, the Client can make use of the service described in section 7 h 2

If the vehicle can still be driven and if the Client wishes to drive, under his own responsibility, the Client may reach his destination where he can request explicit authorization from Enjoy Customer Services to continue to use the vehicle.

#### 9 Theft of the vehicle, Robbery and Acts of Vandalism

In the event of theft of the vehicle, robbery or acts of vandalism while the vehicle is being used by the Client, the Client must contact Enjoy Customer Services immediately, notifying them of the vehicle's location and describing what happened.

Enjoy Customer Services may send an operator. In this case, the Client must remain with the vehicle until the operator arrives. With the assistance of the operator, the Client must go to the competent authorities to report the incident. The Client is free to go after having reported the incident and supplied all the necessary documentation and information requested by the operator.

If an operator cannot be sent to where the Client is located, the Client must independently follow all the indications provided by the General Conditions of Contract

If the vehicle is outside the Service Coverage Area, the Client can make use of the service described in section 7.b.2.

In general, all indications regarding the possible theft, acts of vandalism or unlawful behaviour regarding vehicles not used by the Client are appreciated. The Client may contact Enjoy Customer Services for these types of notifications and is not required to remain with the vehicle in question.

# 10 Accessories made available by the Contract Holder

On all or some vehicles of the Service, the Contract Holder may provide accessories for the Client to use including, but not limited to, car seats for children up the age of 6, mobile phone battery chargers, snow chains, etc. (Accessories). If the Client decides to use the Accessories, he does so under his own responsibility and in strict accordance with instructions on the proper use of the accessories. These instructions will be provided by the Manager via specific communications and/or designated brochures in vehicles where the accessories are available. If the Client notes any operating faults, or that the Accessory is dirty or cannot be fitted or used, and subsequently is not fit for use, the Contract Holder is to be notified immediately via the Enjoy Customer Services.

Rome,	
The Client	Eni Fuel SpA
After having read these Regulations, the Client states, in full accordance with Art. 1341 of the civil code, that he fully accepts and specifically approves the clauses at Articles:  Article 2 (Registration); Article 3 (Find and access vehicles); Article 5 (Use); Article 6 (Rates, payment and billing); Article 8 (Accidents); Article 9 (Theft of the Vehicle, Robbery, Acts of Vandalism).	
The Client	