

General Terms and Conditions of Contract of the "KINTO Share" Service

Article 1 - Preamble

1.1 These general conditions ("Terms and Conditions" or "General Conditions of Contract") apply to all contracts aimed at the provision of the car sharing service called "KINTO Share" (the "Service"), better described in the following articles, provided by KINTO Italia S.p.A, a company with head office in Rome (RM), at Via Kiiciro Toyoda 2- ZIP code 00148, Share Capital € 26,800,000 fully paid up, registered with the Companies' Register of Rome under no. RM 1584815, directly or also through its suppliers ("KINTO Italia") in some Italian cities, the complete list of which - subject to change - can be consulted on the website <https://www.kinto-share.it/> (Website).

Article 2 - Registration for the Service

2.1 In order to benefit from the KINTO Share Service, it is necessary to register for the Service itself, through the web portal accessible from the Website ("Web Portal") or the mobile application available for iOS and Android systems ("App"), made available by KINTO Italia. Further information on the registration process and the data required therein is available in the privacy notice of the Service ("Privacy Notice").

2.2 KINTO Italia reserves the right to deny registration and access to the Service if the applicant is not in possession of the necessary requisites indicated in Article 5.

2.3 Registration to the Service is completed at the moment in which KINTO Italia provides the confirmation of registration to the subject who has made the request (the "Customer"), who can belong to one of the following categories:

- Private: a natural person registered to the Service ("Private Customer" or "Private Customers").
- Professional: a natural person registered with the Service in a self-employed capacity, having provided a VAT number ("Professional Customer" or "Professional Customers").
- Organisation: a legal entity registered with the Service with a corporate profile, through a contact person who administers it ("Administrator") and who can use the service directly through the corporate profile itself, or invite employees of the organisation to register through their professional email address ("Enterprise Customer" or "Enterprise Customers").
- Employee or collaborator of an organisation: a natural person registered by invitation or through an Enterprise Customer ("Affiliate Customer" or "Affiliate Customers"). The Administrator of a corporate profile is itself an Affiliate Customer.

Following confirmation of registration, KINTO Italia assigns the customer a unique identification code.

2.4 Registration allows the Customer to access the Service and to use it, once enabled according to the procedures provided for by these General Conditions of Contract, by the relative annexes, by the regulations provided for by the Civil Code and by the laws in force.

2.5 The Customer may ask to cancel the account, and therefore cancel the registration to the Service, at any time, without any penalty and without specifying the reason, with written communication to be sent to KINTO Italia by e-mail (only for Private Customers), registered letter with return receipt or by Certified Electronic Mail (PEC). Furthermore, Corporate Customers, Affiliate Customers and Professional Customers are asked to give 15 days' notice of cancellation.

In any case, the cancellation will be completed within 30 days. The addresses for sending the aforesaid notice are given in article 23 below.

2.6 KINTO Italia may also interrupt the access of the Customers to the Service, at any time and without specifying the reason, giving notice by e-mail (only for Private Customers), registered letter with return receipt or certified e-mail ("CEM" or "PEC") to the addresses provided by the Customer during the registration phase. For Corporate Customers, Affiliated Customers and

Professional Customers, the communication will take place with a notice of 15 days. In any case, KINTO Italia has the right to suspend, terminate or resolve the contractual relationship in the cases envisaged by article 18 below.

2.7 The withdrawal of one or the other party implies the loss of the quality of Customer and the deactivation of the unique identification code with the automatic dissolution of every relationship connected to the Service.

Article 3 - Reservation of the vehicles used for the Service

3.1 The Customer, once registration has been completed, can reserve the cars used for the Service through the Website, the App or by contacting KINTO Italia's Customer Service on 800 093 838 (Italy only).

3.2 The request as per article 3.1 above must be understood as a contractual proposal, which is finalised at the moment in which the Customer receives the communication of acceptance from KINTO Italia via web and/or other electronic means ("Rental Contract" or "Contract").

Article 4 - Use of the Service

4.1 The Customer, once he/she has received the acceptance as per article 3.2 above, has the right to use the KINTO Share Service and, to this effect, the vehicles made available by KINTO Italia ("Vehicles" or individually "Vehicle").

The Customer may use the Service according to the methods listed in the "Regulations" that can be consulted on the website <https://www.kinto-share.it/>.

4.2 The use of the Service takes place through the methods of use of the Vehicle described in the Regulations, available on the Website, the Web Portal and/or the App. The Vehicles are accessible at the locations enabled by KINTO Italia, to be understood as the places of pick-up and drop-off of the same that the Customer chooses from time to time on the basis of the availability displayed on the Website or App.

4.3. Every single use of the Vehicle ("Rental") starts from when the Customer unlocks the doors of the same and ends when the Customer regularly completes the operations indicated in the Regulations for the end of the Rental.

4.4 KINTO Italia reserves the right to update, integrate or modify the procedure as per articles 4.2 and 4.3 above, the Regulations and the General Contract Conditions at any time, giving direct communication to the Customer on the Website, on the web portal, on the App or at the email address communicated by the Customer when registering for the Service.

4.5 In the hypothesis referred to in Article 4.4 above, the Customer may still exercise the right of withdrawal in accordance with the procedures provided for in Article 2.5.

Article 5 - Requirements for registration to the Service

5.1. The Parties mutually acknowledge that the following is a prerequisite for registration to the Service

- possession for at least one year of a valid category B driving licence or other equivalent qualification that enables the driving of motor vehicles ("Licence") in accordance with current legislation;
- the willingness to pay for the Service by means of a personal payment card for Private and Professional Customers, or a corporate card with debit authorisation for Business and Affiliate Customers, or another payment method provided by KINTO Italia.

5.2 The driving licence held may have been obtained in Italy ("Italian Driving Licence") or in another country belonging to the European Union or the European Economic Area ("European Driving Licence") or in another country not belonging to the European Union or the European Economic Area ("Non-EU Driving Licence"), provided that the licence is recognised in Italy and has been issued by the country in which the Customer is resident. In this last hypothesis, it is necessary for the Customer, together

with the non-EU licence, to be in possession of an international driving permit or a sworn translation in Italian of the aforementioned licence, which he must send to KINTO Italia Customer Service at the e-mail address support.share@kinto-mobility.it.

5.3 The Parties reciprocally acknowledge that, both at the time of adhesion to the Service, as well as during the entire duration of the contractual relationship, the Customer must be in possession of a valid driving licence; consequently, in the case of a suspended, withdrawn, revoked or in any case no longer available driving licence due to a provision of the Authorities or regulations, the Customer undertakes to promptly notify KINTO Italia of such circumstances. Such communication must be sent to KINTO Italia at the address indicated in article 23. Following such communication, KINTO Italia may suspend or terminate the contractual relationship according to the procedures provided for in article 18 below. It is understood that, in the case of revocation or annulment of the measures that have determined the suspension, withdrawal, revocation or in any case the non-availability of the License, the Customer will be able to access the Service again by means of:

- a) a new registration, if KINTO Italia has availed itself of the right to terminate the contractual relationship;
- b) a request for reactivation of the Service, if KINTO Italia has exercised its right to suspend the contractual relationship.

Such requests must be received by KINTO Italia at the address indicated in Article 23.

5.4 The Parties mutually acknowledge that, both at the time of registration for the Service, and during the entire duration of the contractual relationship, the Customer must be in possession of a valid Payment Card or other means of payment authorised by KINTO Italia and with sufficient availability to pay for the service used.

5.5 The Payment Card in the Customer's possession must be one of those belonging to the payment circuits enabled by the Stripe payment platform (Visa, MasterCard, American Express) and must always guarantee the payment of the amount due by the Customer for the Rental.

5.6 For the Affiliated Customers the provisions set forth under clauses 5.1, 5.2 and 5.3 above shall apply, bearing in mind that the failure to comply with the provisions thereof shall result in the suspension or termination of the relationship only with respect to the Affiliated Customer, but not also to the Corporate Customer.

Article 6 - Obligations of the Customer

6.1. The Customer is obliged to comply with and scrupulously observe the provisions contained in these General Terms and Conditions and in the Regulations as well as the procedures set out in Article 4 for each Rental and for the entire period of registration. By registering, the Customer declares that he/she has examined and therefore knows and accepts the General Terms and Conditions, the Rules and the procedures as per Art. 4.

6.2 The Customer may never replace, even temporarily, others in the exercise of the rights deriving from the Service and from the individual Rental, except in the case referred to in Article 6.4 and in the case of Enterprise Customers and Affiliate Customers referred to in Article 5.6 above.

6.3 The Vehicles, for each single Rental, must be used with the diligence of a good father, in accordance with the provisions of the vehicle registration document and in full compliance with the provisions of the Road Rules Code, the Regulations, these General Terms and Conditions and the relevant attachments, the Civil Code and the regulations in force.

6.4. The driving of the Vehicles is only permitted to the Customer and cannot be entrusted to third parties, not even in the presence of the Customer himself, except in the case of force majeure and Enterprise Customers.

6.5 Even in the event of force majeure, the Customer shall take care to entrust the driving only to subjects with a valid driving licence and/or an equivalent document pursuant to art. 5 above.

6.6 The use of the Service Vehicles beyond the borders of Italian national territory is not permitted, unless expressly authorised by KINTO Italia.

6.7 The Customer undertakes to:

- a) not to sub-lease or transfer to third parties - except in the case of specific agreements with Corporate Customers - for any reason whatsoever the Vehicle object of the Rental and to prevent any liens or encumbrances of any kind from being established on the same;
- b) not to use the Vehicle for racing, competitions or contests;
- c) not to use the Vehicle for purposes that are in contrast with the laws and regulations in force in the place where the car is circulating
- d) not use the Vehicle for purposes other than that for which it was registered;
- e) not to make modifications and/or alterations of any kind to the Vehicle;
- f) do not use the Vehicle to transport animals in order to avoid inconveniences for other Customers (e.g. allergies);
- g) not to use the Vehicle under the influence of alcohol and/or psychotropic or narcotic substances or other substances capable of altering the driver's ability.
- h) not to use the Vehicle in contrast with the rules of the Road Rules Code or the Laws in force.

By way of example and not exhaustive of the above obligations, the Vehicle must not be used:

- for the transport of goods or persons in contrast with the laws and regulations in force in the place where the Vehicle is circulating;
- to transport weapons, explosives, radioactive, bacteriological and similar materials;
- for pushing and/or towing other Vehicles;
- for the transport of people and/or goods exceeding the quantities envisaged by the registration certificate and the use and maintenance booklet; for the transport of people for remuneration and for competitions of any kind.

6.8 The Customer is also obliged not to destroy, alter and/or take copies and casts of the registration certificate, the vehicle keys and the documents on board the Vehicle.

6.9 The Customer is also obliged not to destroy and/or alter any accessories (e.g. but not limited to child seats) on the Vehicle. Furthermore, the Customer who will use the Vehicle equipped with the relative accessories, will do so under the Customer's own exclusive responsibility and following the instructions on the correct use of the accessories that KINTO Italia will provide with dedicated communications and/or with specific brochures in the Vehicles in which the accessories are present. If the Customer should find operating defects and/or lack of cleanliness of the accessories such as to impede their use, he must promptly communicate it to the Customer Service by contacting him by phone or sending an email support.share@kinto-mobility.it.

6.10 In the event of violation by the Customer of even just one of the obligations set forth in this article, KINTO Italia may declare the Contract terminated, pursuant to article 18. If the violation is committed by an Affiliate Customer, the termination will be applied only to the Affiliate Customer and not also to the related Enterprise Customer.

6.11 It remains in any case understood that KINTO Italia will be relieved of all civil and penal responsibility for all infringements, seizures and other responsibilities connected to the use and conditions of the Vehicles for the Customer's fault. This is without prejudice to the application of the penalties set out in the Annex "Penalties" of the Contract, in the event of non-performance or irregular performance by the Customer of its obligations under this Article.

Article 7 - Tariffs

7.1 The Customer undertakes to pay the amount due for the Service in accordance with the chosen tariff in force at the time of commencement of the Rental Agreement. The available Tariffs are described in the Rates Schedule and/or on another electronic medium and may vary depending on the location where the Service is available.

7.2 The Service may be subject to a one-time fee which includes the service activation costs as set out in the Rate Schedule.

7.3 KINTO Italia has the right to set up and issue promotional codes that, inserted during the registration phase, allow the Customer to take advantage of special rates. All this in compliance with the regulations in force at the time of assigning said codes, and compatibly with further promotions and/or conventions in force, with which - if necessary - they may not be cumulative.

7.4 The Service may provide for the following types of pricing:

- a) Per-minute, hourly or daily rate calculated on the basis of the time of each individual Rental and includes all costs associated with the normal use of the Vehicle (e.g. fuel, insurance, etc.) within a possible maximum limit of kilometres and/or duration. In the event the kilometre limit is exceeded, a mileage charge as indicated in the Regulations and specified below shall also be added. Furthermore, if the rental period exceeds 18 days, fuel costs are not included in the rate and KINTO Italia reserves the right to charge the client for the cost of restoring the fuel level in the vehicle at the start of the rental period.
- b) Unless otherwise specified, the rate does not include the payment of motorway tolls, access to public or private reserved areas subject to charging and/or restricted traffic, and parking in paid car parks;
- c) Rate per kilometre calculated for each kilometre travelled once any maximum limit of kilometres included with each Rental is exceeded;
- d) Preferential rate, which includes the costs associated with the normal use of the Vehicle (e.g. fuel, insurance, etc.) within a time period and/or a kilometric limit (e.g. weekend rate);

In addition, Savings Packages are available, i.e. driving credits that can be purchased at a discounted price in exchange for payment in advance of using the Service, except in the case of special rates for which Savings Packages cannot be used.

7.5 The tariffs may be differentiated by model of Service (KINTO Share and KINTO Share Way), where more than one model of Service is available, as well as by chosen model of car.

7.6 For the determination of excess mileage, the kilometres in excess of the total indicated in the individual Rental will be counted; in the event of a malfunction of the odometer and/or the computer system, in order to determine whether the excess payment is due, the actual mileage will be conventionally determined on a presumptive basis (25 km per hour, or as specified from time to time).

7.7 The Service may also provide for the charging of an additional fee in the event of access to car parks or reserved areas, or in the event that the Vehicle is released in a car park other than the one where it was picked up, an additional fee may be charged.

7.8 The Service may also foresee the charging of an additional fee in case of use of Vehicles equipped with accessories (e.g. child seat).

7.9 KINTO Italia reserves the right to update, integrate or modify these General Contractual Conditions, the Schedule of Rates as per art. 7.1 above and the Regulations at any time, notifying the Customer by publication on the Website, on another electronic instrument and/or at the e-mail address communicated by the Customer when registering for the Service.

7.10 In the hypothesis referred to in Article 7.9 above, the Customer may in any case exercise the right of withdrawal in accordance with the procedures provided for in Article 2.5.

Article 8 - Methods of payment

8.1 Payment of the fees for the Service, quantified pursuant to Article 7 above, shall be due by the Customer as follows:

- a) one-off fee, if any: it is due upon confirmation of registration by the Customer to the Service.
- b) per-minute, hourly or daily fee:
 - a. In the case of the KINTO Share model it is due before the Single Rental Contract. In the case of the KINTO Share model, it is due before the Single Rental Contract. In the event of an extension of the booking by the Customer, an adjustment may be due at the beginning of the extension period of the Single Rental Contract.

Unless otherwise specified by KINTO Italia, there shall be no refund of all or part of the hourly or daily rate in the event of early termination of the Rental Agreement.

- b. In the case of the KINTO Share Way model it is due at the end of the Single Rental Contract. In case the hourly rate exceeds the maximum daily rate, the latter will be applied immediately to the Customer.
- c) kilometre rate: it is due at the end of the Single Rental Contract;
- d) preferential rate (e.g. daily, weekly, monthly, weekend): it is due prior to the Single Rental Contract, except for possible adjustments for exceeding the limits of time, time period and/or km initially included; such adjustment will be calculated on the basis of the standard rate and charged at the end of the rental period.

8.2 The payments referred to in Article 8.1 are made through the Stripe payment platform through the payment method chosen by the Customer and approved by KINTO Italia. For further information on Stripe refer to the Privacy Policy.

8.3 The Customer accepts as of now that KINTO Italia may charge the penalties foreseen by article 20 with the same method of payment foreseen by article 8.2.

8.4. In the event of non-payment, delayed payment or partial payment, default interest will be applied to the Customer in accordance with Legislative Decree 231/2002. KINTO Italia also reserves the right to exercise the faculties provided for in articles 17 and 18 below.

Article 9 - Booking, withdrawal, use and release of the Vehicle

9.1 The procedures for picking up, using and releasing the Vehicles are regulated and described on the Website and in the Regulations.

9.2 The Customer undertakes for each rental of the Vehicles to strictly comply with the provisions and rules in force "pro tempore" relating to the withdrawal, use and release of the Vehicles.

9.3 In the event of violation of the provisions foreseen by articles 9.1 and 9.2 above, KINTO Italia reserves the right to exercise the faculties foreseen by articles 17 and 18 below.

Article 10 - Loss of documents

10.1 The loss of the registration book and/or other documents on board the car and/or the car key, if any, as well as their damage, will entail the charging of the Penalty foreseen in article 20, without prejudice to the right of KINTO Italia to declare the contractual relationship terminated, pursuant to article 18.

Article 11 - Insurance and risk coverage

11.1 The Vehicles are covered by third party liability insurance with a maximum of Euro 26,000,000 (twenty-six million) with an excess to be borne by the Customer/user of € 300 per event of damage. In addition, and only for Vehicles used in the Service of the Municipality of Venice, the driver of the Vehicle shall be covered for Death with a maximum of € 100,000.00, for Permanent Invalidity with a maximum of € 100,000.00 and a fixed excess of 3%, while medical expenses shall be reimbursed up to a maximum of € 1,500.00. The limits of the above policies may differ, without prejudice to the amounts provided for by law, for Vehicles used in the Service in locations other than the city of Venice. The insurance conditions may be requested from KINTO Italia by writing to support.share@kinto-mobility.it.

11.2 KINTO Italia also provides risk cover for total or partial damage to the vehicle caused by Fire, Theft, Socio-political Event, Natural Disaster, with an Excess to be borne by the Customer equal to 10% of the damage, with a minimum of € 250.

KINTO Italia shall also provide cover for damage relating to Accidental Glass Breakage up to a limit of €1,100 with an excess of €250 payable by the Customer. In addition to the coverage indicated above, KINTO Italia also provides coverage for Kasko damage and Vandalism, with an Excess to be borne by the Customer of € 250.

11.3 It is understood that the beneficiary of the indemnities and/or compensation for damage to the vehicle is by right KINTO Italia and that these will be paid to the latter; if the sums are paid to the client, the latter must pay them promptly to KINTO Italia. This disposition does not apply to indemnities and/or compensation for damage to third parties and/or driver's accident.

11.4 With reference to the third-party liability insurance policy as per article 11.1, it is also understood that, in the event of a claim, the Customer undertakes to indemnify KINTO Italia, holding it harmless, from actions, demands or claims by third parties in the event of the occurrence of any circumstance attributable to the Customer that renders the policy ineffective or that does not allow full compensation of damages to the person entitled.

11.5 The insurance conditions may be requested from KINTO Italia by writing to support.share@kinto-mobility.it.

Article 12 - Refuelling

12.1 The refuelling is carried out by KINTO Italia. The Customer may also refuel at any service station if necessary. In this case, the Customer will report the refuelling according to the procedures as described on the Website. The Customer will be reimbursed, upon presentation of appropriate proof, with Credits to be used through his account.

12.2 Any special rates agreed directly with the dealer or KINTO Italia of the service do not include the cost of fuel. The Customer therefore undertakes to return the Vehicle with the same level of fuel present at the beginning of the rental period, unless otherwise agreed.

12.3 The Customer is obliged to check the type of fuel needed for the Vehicle before refuelling and cannot refuel the Vehicle with special or premium fuels. Otherwise KINTO Italia reserves the right to charge the price differential to the Customer.

12.4 Penalties are foreseen in the case of damage to the Vehicle caused by the use of incorrect fuel, except for compensation for greater damage. The costs of assistance and eventual restoration of the car will be charged to the Customer.

12.5 Any abuse on the part of the Customer, resulting from an objective verification of the actual refuelling (litres put into the car) compared to what was requested, may be sanctioned with the termination of the Contract, pursuant to Article 18.

Article 13 - Vehicle Damage, Total Theft and Robbery

13.1 In the event that the insurance covers referred to in Article 11.2 above are inoperative, the Customer shall be liable for any damage caused to the Vehicle:

- by fraud or gross negligence of the Customer
- in the event that the Customer himself has determined or facilitated the theft due to fraud or gross negligence;
- for events not communicated at the end of the rental period or;
- in the event of failure to comply with the procedure set forth in Article 15.1.

The occurrence of such hypotheses is subject to the right of KINTO Italia to declare the contractual relationship terminated, pursuant to article 18.

13.2. In the event of total theft, robbery of the Vehicle, act of vandalism, fire and/or socio-political event, the Customer is obliged to:

- contact KINTO Italia Customer Service immediately;
- promptly report the event to the competent authorities;
- promptly send KINTO Italia a copy of the report;
- in any case, send the original of the report within and not later than 24 hours from the date of the event (or from the moment in which he/she became aware of it).

13.3. KINTO Italia reserves the right to claim against the Customer in the case in which the Customer has determined or facilitated one of the cases listed in point 13.2. for malice, blame, carelessness or negligence charging him, as compensation for damages for non-fulfilment or irregular fulfilment, an amount equal to the Yellow Eurotax value at the moment of the theft.

13.4 In the hypothesis of article 13.3, KINTO Italia may debit, by way of compensation for damages for non-fulfilment, an amount equal to the commercial value of the Vehicle at the time of the theft.

Article 14 - Financial penalties

14.1 The Customer is responsible for violations of the rules relating to the circulation and use of the Vehicle and for the payment of fines and penalties relating thereto. In such circumstances, the Customer will be obliged to pay the penalties foreseen by article 20 and to sustain all the charges and costs deriving from the aforementioned violations (including all possible costs of recovery, towing and storage of the Vehicle), fully releasing KINTO Italia from any claims by third parties.

14.2 In the hypotheses foreseen by article 14.1 KINTO Italia may, also through its trustees, communicate the personal data of the offending client to the competent Authority, so that the same Authority may provide for the re-notification of the relative reports foreseen by the Road Rules Code. In the latter case, it will be the Customer's responsibility to promptly inform KINTO Italia of the payment of the sanction or of the start of legal proceedings to challenge the sanction itself, without prejudice to the right of KINTO Italia to directly provide for the payment of the administrative sanction, with immediate charging of the amount to the offending Customer, in the event of inertia on the part of the latter or the negative result of any legal proceedings to challenge the sanction. Alternatively, and at its total discretion, KINTO Italia may immediately pay the administrative sanctions and charge the offending Customer with the reimbursement of the amount paid, waiving the latter to raise any contestation against KINTO Italia.

14.3 For the processing of the notifications referred to in the preceding Art. 14.2, KINTO Italia will charge the Customer a commission, the amount of which is equal to that indicated in Art. 20.

14.4 In the event of breach by the Customer of the obligations referred to in this article, KINTO Italia may suspend or declare the contractual relationship terminated, in accordance with the provisions of article 18.

Article 15 - Accident or breakdown of the Vehicle

15.1. In the event of claim or damage to the vehicle, the client must immediately notify KINTO Italia (which will provide for the timely forwarding of the information to the Insurance Company and the other rightful claimants), following the conditions and procedures foreseen in the insurance policies as per article 11. The operative procedure as well as the relative definitions foreseen in the insurance policies are described on the Website and/or another electronic instrument made available by KINTO Italia.

15.2 In any case, the Customer must promptly notify KINTO Italia if the claim is of considerable gravity and results in personal injury and/or death.

15.3 In the event of breach by the Customer of the obligations as per this article, KINTO Italia may suspend or declare the contractual relationship terminated, pursuant to article 18.

Article 16 - Return of the Vehicle

16.1 The Customer returns the Vehicle at the end of the rental period, at the place of release indicated at the time of booking, or within an authorised service area (valid only for the KINTO Share Way, where available). In both cases, the Customer must store the keys of the vehicle, if any, in one of the compartments of the vehicle itself (e.g. glove compartment).

16.2 During the rental period, the Customer undertakes to protect and safeguard the rights of KINTO Italia. For this effect, in case of seizure, confiscation and/or loss of possession of the Vehicle, the Customer will give timely written communication to KINTO Italia.

16.3 In case of delayed or failed return of the Vehicle and without prejudice to any other action, the Customer will be obliged to pay KINTO Italia a sum as penalty, as described in article 20.

16.4 The right of KINTO Italia to terminate the contractual relationship, pursuant to art. 18, is also reserved.

16.5 The Customer acknowledges that the failure to return the vehicle within the contractually foreseen terms may configure, if the prerequisites are met, the case of the crime of embezzlement foreseen by article 646 of the Italian Penal Code, punishable by imprisonment from 2 to 5 years and a fine from €1,000 to €3,000.

Article 17 - Suspension of the Contract

17.1 KINTO Italia may also suspend the Customer's right to access the Service. The exercise of such right by KINTO Italia may occur as a result of the Customer's breach of the obligations arising from the Contract.

17.2 The suspension is not alternative to the right of KINTO Italia to avail itself, where applicable, of the express termination clause in the event of serious breach by the Customer as set forth in article 18 below.

17.3 The suspension of the Service does not imply a waiver of KINTO Italia's right to avail itself of the remedy of termination due to the Customer's non-fulfilment as set forth in art. 18 below or of the withdrawal as set forth in art. 2.6 above.

Article 18 - Termination of the Contract. Termination of the Service

18.1. Cases of serious non-performance, in the event of which KINTO Italia will have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, will constitute cases of serious non-performance. (without prejudice to compensation for further damage), by giving simple written notice by registered letter with return receipt or by e-mail PEC, the following cases:

- a) the Customer turns out not to be in possession of a driving licence and/or a document equivalent to it pursuant to art. 5;
- b) the Customer does not communicate the suspension, revocation, withdrawal or unavailability of the Licence according to Art. 5.3;
- c) the Customer uses documents and/or credentials that are false or in any case cannot be traced back to the Customer when registering for the Service and/or booking the rental;
- d) the Customer does not fulfil even one of the obligations relating to the conditions of use of the Vehicle as governed by Articles 6, 9.1, 9.2, 15.1 and 15.2;
- e) the Customer fails to pay the consideration referred to in Article 8 or the penalties referred to in Article 20;
- f) loss or damage and/or cast of the key, the registration certificate and/or other documents on board the Vehicle pursuant to Art. 10;
- g) theft and/or damage to the Vehicle in the cases provided for in Articles 12 and 13;
- h) violation of the obligations under Art. 14;
- i) failure to return the Vehicle in the cases provided for by articles 16.3 and 16.5.

18.2 Termination of right shall entail the loss of the status of Customer and the deactivation of the unique identification code with the automatic dissolution of any consequential relationship and connected to the Service.

18.3. KINTO Italia has the right to unilaterally cease to provide the Service, at its own unquestionable judgement and without giving the Customer the right to any indemnity and/or compensation of any kind. In this case, KINTO Italia will choose the most appropriate forms to allow 15 (fifteen) days' notice (by way of example, communication by email, notice on the Website, communication by PEC, etc.).

Article 19 - Exemption from liability

19.1 With the exception of cases of wilful misconduct or gross negligence on the part of KINTO Italia, the latter is not liable for direct or indirect damage of any kind that the Customer or third parties may suffer in any way as a result of the Service.

19.2 Furthermore, any liability of KINTO Italia for the total or partial non-fulfilment of the obligations assumed due to force majeure is excluded, such as (by way of example and not limited to): acts of the State and Public Administration, acts of Public Authority, natural events, riots, strikes and disturbances.

Article 20 - Penalties

20.1 KINTO Italia reserves the right to apply to the Customer the penalties indicated in the specific annex "Penalties", upon the occurrence of the cases envisaged and regulated in the General Contractual Conditions.

20.2 Failure to pay the Penalties may entail suspension and/or termination of the Contract pursuant to Article 18 and the relative amounts shall be recovered by KINTO Italia in accordance with the law.

Article 21 - Disputes and Applicable Law

21.1 The Contract is governed by Italian law.

21.2 KINTO Italia and the Customer expressly agree that - unless the Customer is a consumer pursuant to Legislative Decree no. 206 of September 6, 2005 ("Consumer Code") - the Court of Rome shall have exclusive jurisdiction over any dispute arising from this Agreement.

21.3 If the Customer is a consumer, the Court of the place of residence or domicile elected by the Customer in the Italian territory shall have exclusive jurisdiction.

Article 22 - Miscellaneous

22.1 Tolerance on the part of KINTO Italia in the event of non-fulfilment by the Customer of any of the provisions of this Contract shall not constitute or be interpreted as tolerance of subsequent contractual non-fulfilments committed by the same Party.

22.2 The possible nullity and ineffectiveness of one or more clauses of the Contract, also deriving from modifications to the regulations in force, introduced by State and European Union norms, does not affect the validity of the Contract as a whole.

22.3 In such case, KINTO Italia shall endeavour to replace said clause within the Contract, so as to comply with the mandatory rules of law.

Article 23 - Processing of personal data

23.1. In the provision of the Service, KINTO Italia will collect information from the Customer that, pursuant to the legislation on the protection of personal data (Legislative Decree no. 196 of 30 June 2003 and EU Regulation no. 679/2016), represents personal data. Such data will be processed for the purposes expressly indicated in the Privacy Policy of the Service and available on the Website, in the version in force from time to time.

Article 24 - Communications

24.1 Unless otherwise agreed, any communication regarding the contract (notices, communications, notifications and payments) must be made to

KINTO Italia S.p.A.
KINTO Share Service
Via Kiiciro Toyoda, 2 - 00148, Rome (RM)
E-mail address: support.share@kinto-mobility.it
PEC: kintoitalia@legalmail.it
Toll-free number: +39 800 093 838 (from Italy only)

Article 25 - Assignment of the Contract

25.1 KINTO Italia may assign part or all of the credits, rights and guarantees deriving from the Contract by giving notice to the Customer in accordance with the law.

25.2 Pursuant to and for the purposes of article 1407 of the Italian Civil Code, the Customer hereby consents to the assignment by KINTO Italia of its contractual position to another company of the Toyota Group, of which KINTO Italia is part. The aforementioned transfer will be promptly communicated to the Customer.

25.3 The Customer may not assign the contract or any of the obligations and/or rights deriving from it, without the prior written consent of KINTO Italia.

The Customer declares acceptance of these General Contract Conditions by proceeding with registration for the Service through the App or Web Portal, clicking on the appropriate box during registration (or subsequently in the case of updates through publication in the App). Acceptance is recorded by the KINTO Share platform.

The Customer, after having read the present conditions that regulate the relationship, also declares, pursuant to and for the purposes of Article 1341 of the Civil Code, to fully accept and specifically approve the clauses of Articles: 2.2, 4.5, 5, 6.9, 6.10, 7.7, 8.3, 8.4, 9, 10, 11, 12.7, 13, 14, 16.3, 17, 18, 19, 20, 21 and 24.

Fees and Registration

Service membership

| | |
|---------------------|-------|
| Registration | 15 €* |
|---------------------|-------|

* A fee of 15 € is charged with a 10 € driving credit.

KINTO Share fares

Fare values may vary depending on location and fleet size. All updated values are available on the Website.

Penalties

| Administrative management | Charge |
|--|--|
| Events | |
| Handling of each and every fine, administrative sanction, court expense or other expense imposed by law on KINTO Italia services, if deriving from the use of the Vehicle. | € 25 |
| Management of non-payment of tolls (e.g. motorways and ring roads). | € 25 + the cost of not paying the toll |
| Differences between pre-authorised and refuelled fuel. | € 25 |
| Reactivation of account, e.g. following suspension for expired licence, suspension for non-payment, etc. | € 10 |

| Claims management | Charge |
|---|--------------------------------|
| Events | |
| Failure to report damage to the vehicle (including any accessories) | € 100 |
| Misfuelling (e.g. diesel instead of petrol) | € 500 |
| Damage or loss of vehicle documents | € 50 |
| Loss of or damage to vehicle accessories (e.g. child seat) | € 300 |
| Damage to glass | € 250 |
| Kasko and driver liability claims | € 300 |
| Acts of vandalism | € 250 |
| Fire and theft | 10% vehicle value (min. € 250) |

| Operations | Charge |
|--|--------------------------------------|
| Events | |
| Request for recovery and return of objects left in the Vehicle | € 50 + shipping costs if applicable |
| Roadside assistance for damage caused by the customer, with or without a counterparty (e.g. passive CID) - within the municipal area | € 100 |
| Roadside assistance for damage caused by the Customer, with or without counterparty (e.g. passive CID) - outside the municipal area | € 200 per 100km from the city limits |
| Failure to return after request by Customer Service | € 100 for each day of delay |

| Improper use | Charge |
|---|---|
| Events | |
| Driving the vehicle by a person other than the customer who made the reservation | € 100 |
| Vehicle returned in a clean condition other than that in which it was found | € 100 |
| Failure to comply with the ban on smoking inside the vehicle | € 100 |
| Animal transport | € 100 |
| Lights, glass and/or doors left on/open | € 100 + charge for any damage |
| Leaving the vehicle running or without correctly completing the return procedure | € 100 |
| Release of the vehicle later than the booking deadline | € 50 |
| Unauthorised travel abroad | € 250 |
| Parking the Vehicle in a no-parking zone or outside the spaces allowed for the service or causing obstruction with or without | € 250 + vehicle removal, storage and recovery costs |

| | |
|--|-------|
| removal of the vehicle (in the absence of authorisation from Customer Services) | |
| Parking in private and covered/underground spaces | € 250 |
| Any sum sustained by KINTO Italia deriving from the recovery of the vehicle, or in any case any sum sustained by KINTO Italia due to acts or omissions by the user, if not falling within the hypothesis of parking in a no-parking zone or outside the permitted spaces | € 25 |