



CARGO VEHICLE USE SUPPLEMENTARY CONDITIONS

(Valid and binding as of 10 April 2023)

1. Introduction

Eni Sustainable Mobility S.p.A. having a sole shareholder, with registered head office in Viale Giorgio Ribotta no. 51 – 00144 Rome, Tax Identification No., VAT no. and Companies House of Rome Register No. 11403240960, R.E.A. Rome 1676444, subject to direction and coordination by Eni S.p.A. (the “Contract Holder”) has introduced vehicles for goods transport (“Cargo Vehicle(s)”) to its Service Vehicle fleet. These can be identified by the Client through a special pushpin on the Enjoy App and on the enjoy.eni.com website.

With this supplementary document (“Cargo Vehicle Use Supplementary Conditions”) to the Regulations and General Contract Conditions, considered incorporated by reference, the Contract Holder intends to regulate the specific terms of use of Cargo Vehicles. Clearly, for anything not regulated by these Cargo Vehicle Use Supplementary Conditions, the terms, definitions and conditions of use of the Service contained in the Regulations and in the General Contract Conditions will be applied where appropriate to each Cargo Vehicle Rental.

2. Rules of Use for Cargo Vehicles

A Client that intends to rent a Cargo Vehicle, where present, through the Service, must comply with the Service Regulations and General Conditions as well as these Cargo Vehicle Use Supplementary Conditions which, at the Cargo Vehicle Rental Start Time, the Client declares to know and accept.

Before the Cargo Vehicle Rental Start Time, the Client must also ensure that the cargo compartment of the vehicle does not contain goods, objects, debris, or waste of any kind, etc. Should goods, objects, waste or anything else be found in the cargo compartment, the Client must cancel the Rental and immediately contact the Enjoy call center. If the Client finds the cargo compartment clean at the Rental Start Time (as per the Client’s declaration), but then leaves it with goods, objects, waste or anything else at the Rental End Time, the Contract Holder will apply a € 500 penalty as well as reserving the right to claim additional compensation for damage caused by the Client’s non-compliant behaviour.

In addition to what is set out by the Service Regulations and General Conditions, in the case of non-compliance by the Client with these Cargo Vehicle Use Supplementary Conditions, the Contract Holder, without prejudice to the compensation for damage caused by the Client’s non-compliant behaviour, reserves the right to suspend the Client from the Client List as well as to exclude the Client from the Service, terminating any relationship with the Client in full accordance with art. 1456 of the Italian Civil Code.

The Contract Holder will not in any case be liable for any damage deriving from the professional activities of the Client due to the use and/or non-use of the Cargo Vehicle.

The Client cannot park or end the rental of Cargo Vehicles in closed spaces and/or where expressly prohibited.

It is explicitly prohibited for subjects referred to in art. 212 “National register of environmental managers” of Italian Legislative Decree 152/2006 to use the Enjoy vehicles for the purpose of performing their activities.



The Contract Holder reserves the possibility to provide the Cargo Vehicle Rental Service, in one or more cities where it is active, in “Station based” mode. Other than the “free floating” mode, the “Station based” Rental Service shall start and end exclusively within the areas located into the Eni Stations (the “Enjoy Cargo Stations”) that will be identified in the Enjoy’s App and Website.

The cities where the Cargo Vehicles Rental Service will be activated in “Station based” mode, replacing the “free floating” mode, shall be listed in the Enjoy’s App and Website and the following provisions shall apply:

- a) The Client shall start the rental of a Cargo Vehicle exclusively by picking-up the Cargo within the parking spaces located inside the Enjoy Cargo Stations. Once the rental has ended, the Client shall drop off the Cargo in the parking places located within the same or (if allowed and available) another enabled Enjoy Cargo Station in the same city where the rental was started. All the Enjoy Cargo Stations correspond to the coverage area of the Cargo Vehicle;
- b) At the end of the rental, the Cargo Vehicle shall be parked within the parking spaces inside the Enjoy Cargo Stations without causing obstruction to other parking spaces and road traffic;
- c) The Client may park its vehicle used to reach the Cargo Vehicle inside the Enjoy cargo Station, whereas possible;
- d) The vehicle used by the Client to reach the Enjoy Cargo Station shall occupy one parking space only; the Contract Holder shall not grant availability of parking spaces;
- e) Dedicated area shall not be guarded and will be free access and the Contract Holder shall not undertake custody of the vehicle parked by the Client within the Enjoy Cargo station. The Contract Holder will not be liable for any damages occurred to the Client’s vehicle parked inside the Enjoy Cargo Station;
- f) The Client shall remove its vehicle used to reach the Cargo Vehicle from the parking space inside the Enjoy Cargo Station within thirty (30) minutes after the end of the Cargo Vehicle Rental.

As for what is not expressly regulated by this article, further provisions of the Cargo Vehicle Use Supplementary Conditions, the General Terms and Conditions of Contract and the Regulation shall apply, where not expressly inconsistent.

3. Refuelling

The Manager may introduce bi-fuel vehicles (petrol+natural gas). For these vehicles, the Client can only refuel with petrol using the Enjoy App. The Client must not refuel with natural gas under any circumstances.

4. Limitations to Transportation

Vehicles must not be used:

- i. to transport goods or persons in conflict with the laws and regulations in force in the place where the vehicle is driven;
- ii. to transport weapons, explosives, radioactive, bacteriological and similar material;
- iii. to push and/or tow other vehicles;
- iv. to transport goods and/or persons exceeding the amount/number indicated in the vehicle registration certificate and service log book (maximum load 750 kg);
- v. to transport animals;
- vi. to transport persons for payment and for competitions of any kind;
- vii. The Client must not destroy, alter, copy or reproduce the vehicle registration certificate, vehicle keys and fuel card that may be in the vehicle.

5. Rates and Penalties

In relation to what is set out in the General Rental Conditions, it is hereby specified that the rates contained in



the Rates Annex below shall apply. Furthermore, in addition to the penalties regulated in the General Conditions, the penalty contained in the Penalty Schedule at the end of this document shall also apply.

After having read these Cargo Vehicle Use Supplementary Conditions, the Client states, in full accordance with Article 1341 of the civil code, that he/she fully accepts and specifically approves the clauses at Article 2 (Rules of Use for Cargo Vehicles).



RATES ANNEX

Rates (VAT incl.) for private clients	
Fixed rate for first 2 hours (120 minutes) from the booking of the vehicle (free 50 km included with each Rental)	29 euros
Per "Minute" rate (applied from the 121st minute of Rental)	29 eurocent / minute
Maximum 24 hour rate (covering up to 24 consecutive hours of use from the Rental start time. Any additional km on top of the 50 km which are already included do not apply)	89 euros
"Prepaid rate" for 2 (two) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	29 euros
"Prepaid rate" for 4 (four) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	39 euros
"Prepaid rate" for 6 (six) consecutive hours (free 50 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	44 euros
"Prepaid rate" for 24 consecutive hours (free 100 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	59 euros
"Prepaid rate" for 48 consecutive hours (free 200 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	110 euros
"Prepaid rate" starting from 72 consecutive hours up until maximum 15 days (free Kilometres included in each Rental are equal to 100 Km for each 24 hours paid; e.g. a 72 hour Rental includes 300 Km. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	50 euros / 24 hours
Rate "per kilometre" (for each additional km after the 50 km free included with each Rental)	29 eurocent / kilometre



Rate for Booking Minutes (starting from the first minute up to the thirtieth minute of booking)	free
Rate for Additional Booking Minutes (starting from the thirty-first minute up to the ninetieth minute of booking)	25 eurocent / minute

Rates (VAT incl.) for freelancers who own a VAT number

Fixed rate for first 2 hours (120 minutes) from the booking of the vehicle (free 80 km included with each Rental)	28 euros
Per "Minute" rate (applied from the 121st minute of Rental –)	28 eurocent / minute
Maximum 24 hour rate (covering up to 24 consecutive hours of use from the Rental start time. Any additional km on top of the 80 km which are already included do not apply)	89 euros
"Prepaid rate" for 2 (two) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	28 euros
"Prepaid rate" for 4 (four) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	38 euros
"Prepaid rate" for 6 (six) consecutive hours (free 80 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	43 euros
"Prepaid rate" for 24 consecutive hours (free 100 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	55 euros
"Prepaid rate" for 48 consecutive hours (free 200 Kilometres included in each Rental. Thereafter, the per 'Minute" Rate applies with no fixed charge and no additional free Kilometres included)	105 euros
"Prepaid rate" starting from 72 consecutive hours up until maximum 15 days (free Kilometres included in each Rental are equal to 100 Km for each 24 hours paid; e.g. a 72 hour Rental includes 300 Km. Thereafter, the per 'Minute" Rate applies with no fixed charge	50 euros / 24 hours



and no additional free Kilometres included)	
Rate "per kilometre" (for each additional km after the 80 km free included with each Rental)	25 eurocent / kilometre
Rate for Additional Booking Minutes (starting from the twenty-first minute up to the one hundred twentieth minute of the Rental)	free
Rate for Additional Booking Minutes (starting from the twenty-first minute up to the one hundred twentieth minute of the Rental)	15 eurocent / minute

PENALTIES ANNEX

The following table is intended to supplement the provisions of the "PENALTIES ANNEX" to the "General Conditions of Contract"

Items left in the vehicle	€ 500
---------------------------	--------------