

2021 SMTA Powered Scooter Share Program Permit Application

San Francisco, California March 2021



2021 SFMTA Powered Scooter Share Program Permit Application

The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA's "Guiding Principles for Emerging Mobility Services and Technologies" and Transportation Code, Div. II, Section 916.

The SFMTA will review the completed applications, determine whether each applicant conforms to the SFMTA's requirements, and evaluate applications according to the scoring criteria described in this application. The SFMTA anticipates issuing approximately three Powered Scooter Share Program permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

Applicant Information

	Please Print Clear	ly		
Business Name:	HELBIZ CALLC	Business Phone:	314.255.1563	
Contact Person:	GIANLUCA SPRIANO	Cell Phone:	317.724.7632	
Mailing Address:	533 Alabama St So	an Francisc	0, 64 - 9440	
Street Address if different than above:	-	199		
Email Address:	gianluca@helbiz.co	Website: hel	biz, com	

Application Agreement

By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator under penalty of perjury that all the information provided is true and accurate; and that if issued a permit, the applicant agrees:

- to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and
- that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.

Name of Applicant	GIANLUSA SPRIADO - HELBIZ CALLC	127
Authorized Signature	lion no prions	
Printed Name, Title and Date	SPEIAND GIANEOCA. Director hitl. BD-05	31/2
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Letter to City of San Francisco

Dear SIR or MADAM,

HELBIZ is pleased to apply for the SFMTA Powered Scooter Share Program Permit Application within the City of San Francisco. The enclosed documents outline our response and vision. Helbiz is a New York-based micro-mobility company that seeks to help urban areas reduce their dependence on cars by offering an affordable, accessible, and sustainable form of personal transportation. To achieve this, Helbiz takes a different approach than others in our industry. We believe dockless mobility can *only* work in the long run by doing it responsibly and in constant collaboration with our city partners. In the dockless mobility space, an industry still in its infancy, we believe Helbiz is the only company that has consistently demonstrated a commitment to doing dockless mobility the right way – in a way that is responsible and safe, and that makes sense for the community. We view each and every one of our cities as true partnerships, and we hope to also agree to a mutually beneficial partnership with San Francisco.

Our interest is not deploying more scooters than are needed but to ensure a sustainable model that the city, its residents, and its visitors can depend on – a responsive mobility service aligned with its community. Given that, we have never had any interest in trying to replicate practices of deploying as many scooters (or bikes) as possible (often without permission) – a practice that we unfortunately see every other company doing. That is why we are proud to be leading the industry in developing and shaping regulatory framework for dockless mobility in all of our efforts, with the aim of providing good-faith policy proposals to balance public and private interests. We believe that we stand apart. For us, collaborating with cities is a serious endeavor. t It is an important part of our company's DNA, and it is why our entire government partnerships and policy team is composed of people with public-sector transportation experience. We believe any new mobility option, such as scooters, requires a city with whom we can partner to regularly gauge and make adjustments based on our shared experiences. In San Francisco, we see such a partner.

We are excited about the opportunity to work with San Francisco to ensure a safe, responsible scooter-share system. At Helbiz, we believe in communities where people come first, and where citizens have access to more affordable, sustainable, and equitable means of shared mobility. We hope to build this future with the City of San Francisco.

Do not hesitate to follow up with me or other HELBIZ team members if you require additional information

Sincerely,

Salvatore Palella CEO/Founder, Helbiz Inc.

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A. Device Standards and Safety Assurances

1. Proof of UL 2271 and 2272

(Appendix A.1.1)

2. Lab Tests

Test results from a qualified independent lab demonstrating that each model of scooter that will be put into service meets or exceeds California Vehicle Code §21223 requirements, including all the points from A) through D) has been made by Act Lab and will be provided in person with the rest of the documentation requested during the presentation of our scooter model to SFMTA on April 1st, 2020 (Appendix A.1.2):

ACT LAB LLC 3280 East 59th Street Long Beach, CA 90805 mbaker@act-lab.com | act-lab.com Tel: 562.470.7215 | Fax: 562.470.7220 | Mobile: 714.423.2258

3. Ability of the operator to limit speeds of scooters

To encourage new riders to learn how to operate e-scooters and to ride safely, Helbiz will automatically engage a 'learning mode' for a rider's first two trips. While in learning mode, the top speed of the e-scooter is limited to 10 mph controlled by the IOT device on the scooter. Riders have the option to stay in learning mode on subsequent rides if they so choose, but are able to increase the e-scooter speed limit to 15 mph, within the limits set forth by city regulations.

4. Commitments to ensure that devices are safe and resolution for specific devices or a fleet-wide safety issue.

Helbiz is committed to making sure that all the deployed electric scooters will be safe for the entire period of operation in San Francisco, with each scooter being checked every morning before being deployed. If a safety issue with the device (or devices) is discovered or reported during the day, the Helbiz team will react in less than 30 minutes from the notification. We operate from a community first perspective, and our intent is to collaborate with the city, the local police and the SFMTA in the most open and productive ways.

5. Describe commitments to encourage that users wear a helmet while riding.

Helbiz strongly encourages all of its riders to use a helmet when riding its e-scooters. The mandatory in-app safety tutorial for all riders includes a screen instructing riders to always wear a helmet, and the safety information sticker on each device also encourages the use of helmets.

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In order to encourage riders to use a helmet, Helbiz is proud to provide free helmets to all riders. In each of the markets where Helbiz operates, the city teams host dedicated helmet giveaways throughout the city at public and community events such as farmers' markets, local community meetings, houses of worship, and community centers or just requesting one. Helbiz will continue to make free helmets available at its community and marketing events, including Helbiz Access events, throughout the city for the duration of its operations. In addition, free helmets are always available for pick up from the Helbiz local warehouse or can be requested through its website. Helbiz is excited to host helmet giveaway events throughout San Francisco as soon as it will be possible and plans as many as possible through 2021. See additional details on Helbiz's community outreach program (Point I) and Photo of ride credits (Appendix A.1.3)

B - Sample Scooters

The Helbiz team will be more than happy to present one sample of the scooter on **Thursday, April 1st 2020** to make it available for inspection by the SFMTA; available as requested will also be our app, for review. The model Helbiz presents will be compliant with the requirements of the SFMTA.

C - Pricing Structure

1. Low-income user plan.

The Helbiz Access program offers qualifying San Francisco residents unlimited free 30 minute rides. The average length of a Helbiz e-scooter ride is 7 minutes, with 96% of rides falling below this 30 minute limit. For rides longer than 30 minutes, Helbiz Access offers highly discounted pricing including 50% off the unlock and per minute fees for individual trips and a \$5/month unlimited ride membership option, an 80% discount. For an example of promotional material for the San Francisco Helbiz Access program please visit <u>site</u>. Helbiz Access will be available to residents after residents provide a Proof of enrollment in a local, state or federally-run assistance program such as EBT card, discounted utility bill, or discounted transit fare. Eligible residents can register for Helbiz Access on the Helbiz website, via email or phone, or in person at the Helbiz office. In addition Helbiz plans to host regular community events, when it will be possible, throughout the City, with a particular focus on equity emphasis areas, where eligible SF residents can register for Helbiz Access in person.

2. Other discounted customer plans.

As an additional special discount Helbiz offers to students, active military members (presenting or signing-in with military ID) and veterans a waiving rate of the \$1 unlock fee, leaving \$0.40 cents per minute of riding time.

3. Plan for promoting the low-income user plan, and one low-income plan member for every two scooters authorized.

The Helbiz Access program offers qualifying San Francisco residents unlimited free 30 minute rides. The average length of a Helbiz e-scooter ride is 7 minutes, with 96% of rides falling below this 30 minute limit. For rides longer than 30 minutes, Helbiz Access offers highly discounted pricing including 50% off the unlock and per minute fees for individual trips and a \$5/month unlimited ride membership option, an 80% discount. Helbiz Access will be available to eligible residents who can register for Helbiz Access on the Helbiz website <u>site</u> created especially for San Francisco, via email or phone, or in person at the Helbiz/Skip office at 535 Alabama St San Francisco, CA - 94110. In addition Helbiz plans to host regular community events throughout the city, during this Covid period webinar on-line, with a particular focus on equity emphasis areas, where eligible San Fransiscan residents can register for Helbiz Access in person at our local warehouse.

4. Proposed rates, including any membership plans.

Helbiz is proud to offer affordable pricing for all riders in San Francisco: a \$1 unlock fee and \$0.40/minute for all e-scooters. In addition, to encourage new riders to try out the Helbiz service, Helbiz will waive the \$1 unlock fee for its first weeks of operations. Frequent riders can also opt in to a \$39.99/month unlimited 30-minute ride subscription.

5. Plan for offering service to users without a smartphone.

While the majority of Helbiz riders use credit or debit cards to access its service, Helbiz is committed to reducing barriers related to credit card or bank account access. Along those lines, Helbiz enables riders to use alternative payments methods such as:

Cash: Helbiz accepts cash payments in exchange for ride credits usually at all Helbiz events but in the meantime only at the Helbiz office at 535 Alabama Street, San Francisco 94110, while waiting to host in person events, when it will be possible, during all the year of Permit. In addition, Helbiz's Cash Top-up program enables riders to purchase Helbiz credits from participating local retailers using cash or another payment method and for this reason Helbiz is in discussion for some partnerships that can be announced to SFMTA when awarded with the Permit to operate. The Cash Top-up program has been highly successful in Helbiz's European cities and will launch in the US in the second quarter of 2021. Helbiz will explore partnership with national chains and local stores in the Bay area to expand options.

Prepaid Debit Cards: Helbiz also encourages the use of prepaid debit cards, which can be purchased with cash from retailers across San Francisco after some partnerships will be made before the roll out of the e-scooters, for loading money into accounts. Riders have the option to add their prepaid debit card as their payment option within the Helbiz app. As a convenience, Helbiz provides additional ride credits to offset card activation fees.

6. Other pricing incentives or variable rates proposed.

Helbiz offers pricing incentives to riders when an area can become over crowded with scooters, by offering a discount or waiving the \$1 unlock fee, this will encourage/ incentivize users to ride scooters away from those areas and "help" on a smooth and clean operation, parking in available bike racks a little bit further.

7. Billing and customer service business rules for lost scooters.

In a specific case that a scooter or attached helmet gets stolen or simply lost, Helbiz's dispute resolution team will decide on a case-by-case if the responsibility is that of the last customer that used the scooter and/or the helmet. If the user is deemed responsible, he/she will be charged a fee of \$500 for a stolen or lost scooter and/or \$50 for stolen or lost helmet. If Helbiz is able to retrieve the missing scooter through its GPS position but the user is still at fault, we will refund 50% of the lost fee. After each charge, a ticket will be opened directly with our dispute team to ensure proper handling of each case/s.

D - Operations Plan

1. Helbiz scooters are available daily 24/7. These hours include the morning deployment through the evening when our team will go around the city to bring the batteries that have to be recharged back to the warehouse. Any devices flagged for repair, maintenance or charging, either by users, non-users or fleet management, will automatically alert the nearest operations team to be removed from the streets and brought back to our warehouse for further inspection during the day.

2. Helbiz values the safety of its riders and the general public above all else. It takes a multi-pronged approach to ensuring best practices for safe micro mobility operations are followed. This begins with a safely designed, constructed, and rigorously tested device. Helbiz uses the Segway Max Pro 2.3 with swappable batteries, which is constructed with the highest-quality materials and is highly regarded for its safety and durability; if requested a seat that can be added to the e-scooter and has already tested and used in other markets where Helbiz is present and the feedbacks from riders were excellent.

3. During non-operational hours or when requested by the City the Helbiz e-scooters can/will be all stored in the local warehouse at 177 Stillman Street, San Francisco, CA 94107 4. To serve key neighborhoods as defined in the Distribution Guidelines and Requirements, Helbiz commits to exceed the number of scooters required by the guidelines: in Mission, Helbiz will deploy a starting number of 200 electric scooters, in SE Neighborhoods, Bayview - Hunters Point - Vis. Valley, a total number of 300, in Western Addition 100, and in SW Neighborhoods SFSU - Ingleside - Excelsior a total of 200.

Neighborhoods	Number of e-scooters		
Downtown Core	700		
Mission	200		
Bayview - Hunters Point - Visitation Valley	300		
Western Addition	100		
SFSU - Ingleside - Excelsior	200		
Rest of Core Service Area	200		
Richmond	350		
Sunset	350		
Presidio	100		
Total number of e-scooters	2,500		

5. Helbiz will run 3 separate shifts daily that will have different expectations. Having 3 shifts during the 24 hours operation empowers Helbiz employees to constantly be removing damaged scooters and continuously swap batteries and rebalance the fleet where necessary:

Morning Shift: 6:00 am - 2:00 pm | Morning Deployment

The various operations team members around the city inspect and unplug the scooters or just the batteries from their charging stands, and load them into cargo bikes, vans and cars, before receiving their predetermined route by the fleet management team of the drop-off locations and/or locking them to the specific racks around the city.

Lunch Shift: 2:00 pm - 10:00 pm | Rebalancing and Monitoring

Throughout the day, the lunch shift is responsible for repositioning the fleet in order to optimize usage based on tendencies and patterns, as well as to ensure balanced scooter density in all zones. With real-time location data from each vehicle and a fluid fleet management system and a dedicated team monitoring each scooter and the overall scooter density in all zones commands are sent to the operations team to reposition scooters throughout the day to equally support the demand across the entire city to always ensure a well-balanced selection allowing all citizens inside the operational area to always have a scooter within reach. Reliable accessibility is crucial for mainstream adaptation.

Night Shift: 10:00 pm - 6:00 am | Pickup(if needed), Charging, and Rebalancing The night shift is responsible for picking up the end-of-the-day inventory if needed, and returning them to the warehouse to be inspected, fixed if any problem occurred and charge the batteries. At the beginning of the night shift, all scooters with less than 30% will have their batteries replaced.

Throughout the patrol of the day, the team will also address any scooters that may negatively affect our overall brand or experience. Any scooters that are dirty, knocked over or vandalized will be addressed immediately. The operations team will rebalance any scooters in the field that do not follow our guidelines of proper parking, including scooters that block pedestrian pathways or any scooters that are unpresentable to the public.

6. Helbiz employs various procedures when responding to an over-concentration problem at a specific location including density prediction and leveraging the full in-house operations team to standby and respond in real-time to redeploy scooters in less dense areas. In very severe cases, users can be prohibited from parking in severely overcrowded areas by instantly applying no-parking zones and/or by offering users in the area significantly discounted rides to incentivize the user base to help ease the saturation by riding elsewhere. Helbiz commits to implementing as many methods as possible, even making available before the launch the "Quiz" features and the "Carrot and Stick", that will help with parking rewards and will be implemented also for moving scooters from overcrowded areas or high-demand locations, both inherited from the acquisition of Skip Operations (see Appendix A.1.8).

HELBIZ

7. Helbiz is committed to assisting SFMTA in the recovery from COVID-19. Helbiz has focused on rider health and providing scooters everyday to help residents move to where they need to go. Helbiz will assist in the San Francisco Transportation Recovery Plan by providing transportation to residents and focusing on real time demand management, providing clean vehicles, focusing on neighborhoods with suspended public transportation. As San Francisco returns to a post COVID-19 world Helbiz believes we will be able to provide the best last mile transportation to connect residents to all SFMTA routes. During the Pandemic Helbiz was still operating in some of the markets and for example in Washington DC all our fleet was made available to first responders, with more vehicles deployed close to Hospitals or Metro stations, and restaurants for the deliveries with super discounted rates and most of the time free rides. In Italy as well, where Helbiz is market leader, there was a free delivery of HELBIZ First Response Box with hand sanitizers and masks, available on our App and taken directly to the customer address.

Examples and screenshots here below:

COVID-19 Communication to all Helbiz Riders in Italy from Helbiz CEO

To our valued riders and Helbiz family,

Our mission at Helbiz has always been to offer you a safe ride while enriching the communities we operate in around the world. With the increased risks and continued uncertainty surrounding COVID-19, please be assured that we are taking all the necessary precautions to ensure the highest levels of safety for our employees and our riders.

We will continue to operate our fleets around the world to offer our users the transportation support they need during this difficult time. We are taking stringent measures to sanitize and clean our devices multiple times a day and will provide additional sanitizing resources upon request. Our global employees will be taking every safeguard to make sure they're protected as they continue to serve the markets we operate in.

Additionally, as the transportation leader in Italy, we are heartbroken over the unprecedented moment that our country is currently facing. To do our part, we've offered all emergency personnel as well as those who need transportation options throughout the nation, access to our fleets at no charge to help them efficiently reach their destinations as they heroically face this pandemic head-on.

We are continuing to monitor this evolving situation closely and will keep you informed of any updates to our policy. Please stay safe and reach out with any concerns. We are all in this together.

Salvatore Palella, Founder and CEO

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Delivery Solutions For Businesses During COVID-19

Helbiz began delivering fleets of vehicles to local businesses seeking new delivery options during COVID-19.

Hand Sanitizer Attached to E-Scooters





All Helbiz riders in Italy were able to purchase a safety kit consisting of hand sanitizer and a face mask during the early phases of COVID-19. With each purchase, Helbiz donated three additional face masks to the Humanitas Research Foundation.

HELBIZ

Helbiz places public health at the forefront of its operations. All global operations have continued at Helbiz during the COVID-19 pandemic, offering riders open-air, single use electric vehicles to move around the city while maintaining safe social distancing. Helbiz continues to implement multiple actions during the pandemic to support its riders, employees, and cities in which it operates. Helbiz looks forward to partnering with the City, local businesses and organizations to provide strong community value during the pandemic. Helbiz's response includes:

•Following strict safety and enhanced cleaning protocols: Helbiz is following all CDC guidelines related to CCOVID-19. E-scooters are sanitized with disinfectants by Helbiz's in-house fleet technicians in the warehouse and then again before its field specialists deploy them. High contact surfaces on e-scooters, such as handlebars, breaks, and accelerators, are disinfected each time a Helbiz team member services an e-scooter in the field and hand sanitizer is provided on each e-scooter in a number of cities. In addition, Helbiz uses shis to minimize the number of employees working at its warehouses simultaneously. High contact surfaces at the warehouse and on vehicles used to transport e-scooters are disinfected at the start of each shi. Helbiz employees wear company-provided PPE including masks and gloves.

• Proactively communicating safety guidelines to riders: Helbiz is communicating its safety procedures, CDC-recommended self-protection precautions, and other COVID-related activities to ensure that riders are informed. These communications are delivered to riders through multiple channels, including in-app alerts, emails, and •via Helbiz social media accounts.

• Providing global first responders with reliable transportation through Helbiz Cares: Helbiz was proud to collaborate with first responders and provide free trips. As part of Helbiz's commitment to support healthcare workers and emergency personnel will be provided discounted rides.

• Adjusted its rebalancing strategy to meet rider demands: Given the unprecedented demand for e-scooters during the pandemic, Helbiz has increased its deployments near high demand areas such as hospitals, grocery stores, and mass transit stations.

• Created dedicated fleets to help restaurants transition to delivery: To aid restaurants in adjusting from in-person dining to delivery, Helbiz developed partnerships to provide local businesses with dedicated e-scooter fleets to meet their needs.

• Delivering safety kits to riders: In partnership with eFARMA, a leading Italian pharmacy, Helbiz riders are able to purchase safety kits which include hard-to-find items such as masks and hand sanitizer directly to their homes. For each kit purchased, Helbiz donated three masks to Humanitas Foundation for Research to ensure front line workers had additional PPE.

• Contributing best practices on micro mobility to Italy's COVID-19 Task Force: Given Helbiz's prominent role in ensuring safe transportation during the pandemic, the company was tapped by , Dr.

Filomena Maggino, the head of the Mobility Delegation for the Italian COVID-19 Task Force, to help draft new rules and guidelines to safely move around the city during the pandemic.

8. MDS feeds are directly served from the Helbiz Dashboard, there isn't any aggregation or special processing involved. All trip objects have a user_id as an anonymized reference to individual users per specification. Version 1.0 and 1.1 are actually work in progress to be live and they will be live before the launch date in San Francisco and made available to SFMTA.

- a) Helbiz commits to support version 1.0
- b) Shortest implementation timeline for the 1.0 version will be provided as soon as finalized
- c) Helbiz commits to support version 1.1
- d) Shortest implementation timeline for the 1.1 version will be provided as soon as finalized
- e) Helbiz is able and committed to implement the Reports endpoint in the 1.1 version, including the addition of adaptive scooters as a special_adaptive_type.

E - Complementary Adaptive Scooter Plan

N/A

F - Plan for Safe Scooter Riding and Parking

With the recent acquisition of Skip, Helbiz plans to roll out the Helbiz Incident Detection and Reporting (HIDR) tool to use onboard e-scooter and battery sensors to trigger warnings and measure response time, safety, and accountability. HIDR can surface data including but not limited to poor parking, customer support tickets by category, parking compliance zone violations, safety incidents by severity, community complaints, hot spot trip starts and ends, property damage reports, detected or reported tip-overs, vehicle errors, battery alerts, and potential collisions or near misses. Data reported from Ninebot Max sensors are stored in the HIDR database and can be visualized in real-time or historically in a map or table. Response times are measured and can be used to create escalation email or mobile alerts if they exceed set thresholds. Dashboard users can select data for display geographically, as totals or percentages, across e-scooters or trips, and by month down to the hour. The user can view a time lapse of the day's events. Each data point can include information such as latitude/longitude, time of day, trip ID, VIN, response times, and ride or repair records. One use case for HIDR is detecting and responding to poorly parked e-scooters. Screenshot in appendix will show an example of a HIDR using Washington, DC data displayed as a heatmap of bad parking jobs. Another use case takes advantage of Helbiz e-scooter sensors which detect e-scooter tip-overs, record the location and time, and measure how long until the tip-over is corrected, see appendix. Historical tip-over detection data can be visualized by neighborhood, time of day, or day of week. Future plans for HIDR may include measurement of sidewalk riding, wrong-way riding on one-way streets, and double riding. (See Appendix A.1.4 and Appendix A.1.5)

Safe riding measures

1) Helbiz uses a number of channels to train riders about behavior and safety.

• Tutorial: All new users are required to review a detailed tutorial in its app on safe riding and rules of the road and will also have to review the tutorial before each of their first three rides. This includes instructions on starting a ride and obeying the City's rules for when and where e-scooters may be operated, recommending that all users wear a helmet, and warning that double riding is prohibited. When users without smartphones call in to unlock an e-scooter, they are encouraged via local advertising and promotional materials to attend webinar/virtual training tutorials held by the Helbiz team. (See Appendix A.1.6)

• E-scooter Labels: All Helbiz vehicles feature a "Ride Safely" sticker highlighting safe riding practices aslo in braille.(See Appendix A.1.7)

• Safe Riding Quiz and "carrot and Stick": Riders will be able to opt into a safe riding quiz. Upon completion of the quiz and a 100% score on the quiz, riders will be rewarded with \$5 in ride credits for future trips (See Appendix A.1.8)

• Electronic Communications: Helbiz promotes safe riding, helmet use, and legal parking with push notifications, rider emails, social media posts, and on the Helbiz website. Riders are notified of potential consequences for unsafe riding, including fines, deactivation or legal action. (See as example Section A point 5)

• Virtual Events/Webinars: Helbiz puts on regular free events open to all community members to learn about safe riding, helmet use, and correct parking. Further details on Helbiz's events will be shared with the SFMTA before deploying.

• Rider Incentives for Safe Riding: With the acquisition of Skip Scooter's operations, in the second quarter of 2020, Helbiz plans to continue Skip's best-in-class safety training program and roll out a number of incentive features to further encourage and promote safe riding, helmet usage, and compliance with parking rules. These will include a "helmet selfie feature" on the Helbiz app where riders will have the option to upload a photo of themselves wearing a helmet at the beginning of their trip and be rewarded with a \$2 credit.

1a) A video instructing riders will be shared and will be available on the official web page of the SFMTA.

- Helbiz commits to regulate rider speed using geofencing. Helbiz will implement all speed zones requested by SFMTA. Helbiz will also work with residents and customers to add any additional speed zones Helbiz deems necessary.
- 3) Helbiz commits to educating every user on how to report a collision, and we will stress the fact that in case of an accident, it is important to call 911 immediately. A special emergency button is present in our app, providing a direct line of contact to our team, who are trained in proper handling.

A) Helbiz commits to providing the option for users to report safety issues at the end of their ride. If a customer flags a scooter for any safety concern it is immediately removed from service and the customer is contacted by customer support.

Safe parking measures

4) Helbiz makes a concerted effort to explain to customers how to properly park and ride our scooters. In San Francisco, riders must park scooters at the racks provided by the city, with no more than two scooters per side and without locking scooters one to another. Our mission is to increase mobility for everyone. As such, we promote guidelines, rules, and regulations on how to properly park and drive our devices with in-app pictures, and with the request of having users send a photo of the scooter parked after each ride. We commit to reviewing all the photos, and we will check to see if there are any violations. For first-time riders, we will inform them with a text about the violation; the second time, we will remind the rider that any following violations will be charged with \$50, and if a third violation occurs, we will have the right to inform the user that we will ban him or her from the service for 30 days. Riders will find a sticker with the clearly stated reminders on each scooter.

- 5) To encourage riders to properly park scooters at bike racks or to the SFMTA's specifications Helbiz has implemented several measures. To incentivize users Helbiz has implemented a rewards program awarding users bonus Helbiz miles for properly parking in specific areas that can be used for free unlocks, trips, and subscriptions over time. To verify proper parking Helbiz is keeping and analyzing the photographic record required by each user of the parking, through machine learning and manual review paired with cross-referencing it with the GPS coordinates of the parked scooter to verify the exact location, matched against Helbiz internal database of accepted parking spaces.
- 6) The entire Helbiz fleet will have cable locks built into its frame from a specialized partner company called LINKA, allowing riders to securely fix the scooter to objects such as bike racks. Once a user rents a Helbiz scooter the app will provide all the info for the lock that works through Bluetooth, so that users can unlock the scooter. To successfully end the ride the user is required to take a photo verifying both parking as well as successful locking. The SFMTA will be provided with an account and API to instantly inquire about the lock mechanism. (See Appendix A.1.9)
- 7) Helbiz will display bike racks with the parking 'P'. Users feedback will be used to identify bike rack locations and plan for future bike rack locations and plan for future bike racks, we are also partnering with a Company called Fantasmo that will help as a locator tool/technology. (See Appendix A.1.10).

Accountability measures

8) Helbiz is implementing several measures to ensure rider accountability and will monitor compliance via parking verification through photographic parking analyses; AI-powered trip data analyses to verify riding behavior and compliance with both the riding zones and the streets prohibited for e-scooters; and implementation of an incentivized reporting system among users to notify Helbiz of bad behavior or potential issues of other users. Helbiz will credit users who report useful information proactively with unlocks and free minutes. If a user notifies Helbiz of an improperly parked scooter, the notifying user will be credited a finder's fee.

A) If a rider engages in behavior requiring an account review the user will receive various warnings by the Helbiz team depending on the situation. A first-time offense will result in a warning, in-app and via email, that the user will have to acknowledge in order to rent another scooter. A second offense will result in a \$50 fine. A third offense will result in a 30-day suspension of service and 60-day probation. If a fourth offense occurs within 60 days of the second offense, the user will be permanently banned from the platform, and we will automatically open a case with our dispute team outlining the reasoning and each case of each incident.

B) If a rider engages in unsafe or illegal riding Helbiz will reach out to the rider. A first-time offense will result in a warning, in-app and via email, that the user will have to acknowledge in order to rent another scooter. A second offense will result in a \$50 fine. A third offense will

result in the user being permanently banned from the platform, and Helbiz will automatically open a case with our dispute team outlining the reasoning and each case of each incident. C) For users who improperly park their scooter according to the SFMTA's specifications Helbiz has implemented various punitive measures. All parking jobs are reviewed through the machine learning algorithm analyzing both GPS coordinates and the photographic parking record provided by the user, and if any irregularities are found, the parking job is flagged for manual review. If during the manual review it is determined that the scooter was not parked according to the requirements the user will receive various warnings by the Helbiz team depending on the situation. A first-time offense will result in a warning, in-app and via email, that the user will have to acknowledge in order to rent another scooter. A second offense will result in a \$50 fine. A third offense will result in a 30-day suspension of service and 60-day probation. If a fourth offense occurs within 60 days of the second offense, the user will be permanently banned from the platform, and we will automatically open a case with our dispute team outlining the reasoning and each case of improper parking.

- 9) Helbiz has a dedicated dispute team working to investigate and resolve complaints about improper unsafe, or illegal riding/parking behavior. Once the Helbiz support team is notified of a potentially hazardous situation the support team will open an investigation. Using details from the support ticket the dispute team will pull the necessary data to identify the rider. Once, the user is identified the dispute team will reach out to the rider.
- 10) In the case that our initial approach does not achieve desired levels of compliance after the first five to six months of operation, we commit to increased communication of all the messages that the SFMTA and the local laws require for the City of San Francisco. More informational flyers will be distributed and new strategies will be created and shared with the SFMTA, including tactics such as compelling viral videos, TV radio commercials during events such as basketball, football or baseball games on the big screens at the stadium, and hiring influencers such as athletes, social media influencers or local celebrities to highlight how to enjoy riding a scooter safely and responsibly.
- 11) Non-customers can notify Helbiz about improperly parked scooters in a few different ways. They can download the app and contact customer service from there or they can simply call or email Helbiz via the contact information provided on a sticker on each scooter. Any in-app complaints will be automatically added to the database, and complaints made by phone or email will be manually transcribed and added to the database by Helbiz customer service representatives. As requested by the city, Helbiz will share the database with the SFMTA in the format determined by the Agency. Our customer service is available 24/7 at +1 (619) 313-5812.
- 12) In order to ensure customers have a valid driver's license, Helbiz is working with third-party MicroBlink's ID Scanning software which has been integrated directly into the Helbiz mobile application. All users will be prompted to scan their ID once in the app. They will be unable to

unlock any scooter until they have successfully scanned and registered a valid government-issued ID verifying the user is 18+.

Instagram Post with Video about Local Rules of the Road



Instagram Post about Local Rules of the Road and Helbiz Safety Stewards Program



Photos from Helbiz Helmet Giveaway Event in Queens on December 6





G - Recharging, Maintenance, Cleaning, and Sustainability Plan

1) To further ensure that e-scooters are effectively maintained, Helbiz utilizes an effective warehouse layout to categorize, repair, charge, and stage e-scooters for future deployment. (See Appendix A.1.11). A) The Helbiz warehouse is located at 177 Stillman Street, San Francisco, CA 94107. The batteries will be charged on metal shelving and connected to regular outlets.i) The room is going to require 500 outlets to be installed to handle charging the fleet and after a first inspection the location that HELBIZ will use doesn't need/require any modification being an Industrial warehouse . ii) This warehouse will have a max charging capacity of 500 batteries simultaneously. iii) The space has a sprinkler system available. iv) The space has a smoke detection system connected to a fire alarm system. B) Helbiz is operating only with in-house staff, working in shifts to cover all areas of San Francisco. The team goes through a one-week training course led by our highly experienced senior operations team responsible for launching cities. The team will work directly with the Helbiz Fleet Management platform built in-house from the ground up, with an integrated Battery Management system, employee GPS tracking, real-time status, and GPS of all vehicles (revenue and non-revenue generating), across the City of San Francisco. C) All our employees will go through a one-week training course and will be provided a "playbook" which will explain the entire operation including how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance (having as example Appendix 1 - Powered Scooter Parking Requirements and General Guidelines provided by the SFMTA). As all employees are directly hired by Helbiz and are considered an extension of the Helbiz brand on the streets, it is made abundantly clear that Helbiz's reputation depends on their on-street behavior, with all employees consenting to their business vehicles, vans or bikes, to be tracked by real-time GPS connected to the Helbiz Fleet Management system. If irregularities or breaches are detected, the City Manager is automatically alerted weekly he will be in charge of manually reviewing all trip data and driver logs to evaluate routes taken, parking chosen, and whether drivers have been driving according to local laws and speed limits. The first time a driver is caught breaking the rules, he/she is given a warning; the second time will result in a suspension; and the third time, he or she will be terminated. D) Helbiz is committed to minimizing potential negative impacts including congestion, double parking, excessive vehicle-miles traveled, and Co2 emissions, in regards to the operation. We achieve this through our end-to-end smart-tracked platform paired with an Artificial Intelligence powering all the routes and navigation, as well as the management related to collecting, redistributing, and recharging scooters for optimized routing, reduced miles traveled, and time spent in traffic while ensuring the maximum operational efficiency. Simultaneously, Helbiz is determined to limit its dependency on vans and fossil fuels contributing to congestion and pollution by incorporating a growing fleet of electric cargo bikes to handle the majority of redistribution and pickups on a local level. E) Every month Helbiz will share the monthly Report that will also include new non-revenue vehicle miles traveled (VMT), with the number and length of trips generated by collecting, redistributing and charging activities. All the data comes from our internal dashboard that collects this kind of information. I) In the monthly datas that Helbiz will share will be included also the non-revenue VMT and trips generated to support program operations, a specific sheet will be dedicated to have a breakdown by vehicle type and/or the average

fuel efficiency. 2) a) The Helbiz Warehouse Management Platform maintains a complete log of all repairs down to the part level. All e-scooter parts including mileages, days in service, and repair history are recorded. Due to the modular design of Helbiz e-scooters, the repair team reduces waste with efficient, low-waste repairs. If an e-scooter is damaged beyond repair, repair technicians are trained to safely disassemble all components and identify all reusable parts. Non-reusable parts are separated into metal, electronics, plastic and batteries and safely disposed of with approved recycling partners. Helbiz plans to produce a life cycle analysis (LCA) within 30 days of the launch of the San Francisco permit and at the close of each permit year. The LCA will include reporting on decommissioned e-scooters, spare part consumption, as well as emissions from van operations. Helbiz is proud to take as much care at vehicle end-of-life as goes into the initial manufacturing. Helbiz is committed to managing its fleet in a sustainable manner and applies best practices from its global operations to maximize the lifespan of equipment and minimize waste. All Helbiz devices are designed to maximize sustainability and minimize environmental impact. In addition, Helbiz's policy of only hiring full-time, in-house employees helps to foster a long-term and committed operations team that takes great pride in carefully maintaining its e-scooter fleet. Helbiz uses the Segway Max 2.3 e-scooter, which features a modular design that maximizes the reusability of all components such as the deck, handles, wheels, battery, and stem. b)The average lifespan of a Helbiz e-scooter and battery is: (See Appendix A.1.12) 3) Helbiz believes and commits on having professionally trained and mostly local employees as the operations team, rather than freelancers, differentiates us from other operators in terms of guaranteed quality, reliability, and social responsibility. The overall goals for the team include making sure our fleet is visible, presentable, and rideable, while also optimizing usage all hours of the day, and ensuring a smooth and reliable experience for all of our riders. This is made possible by combining integrated sensors in all units along with teams patrolling the cities around the clock. Our fleet management team is able to quickly and easily detect a series of technical issues that could impact future rides thanks to sensor feedback, as well as by reviewing detailed analyses of driving behavior. Helbiz always has at least one trained in-house mechanic on duty in its main warehouse to service and maintain the fleet around the clock in order to ensure a reliable and smooth experience. All individual scooter trips are monitored from the backend by a dedicated team, paired with machine learning, to detect any irregularities in driving or vehicle behavior. This helps to diagnose issues before they happen so that users never have an unsatisfactory experience with Helbiz. All vehicle maintenance events will be tracked and logged in Helbiz's database on an individual vehicle and part basis, allowing for easy identification of trends and development of real-world serviceable real life metrics. Helbiz scooters will be visually inspected daily and will be required to adhere to a minimum cleanliness standard prior to being redeployed. The Helbiz operations team will clean and refurbish scooters that fall below our cleanliness threshold, and they will be redeployed the following day. In response to the COVID-19 pandemic, Helbiz has increased the device cleaning measures. Devices are sanitized with alcohol wipes by in-house mechanics before being given to drivers and are sanitized again by the drivers before deployment. The Ops team also wears gloves whenever deploying or repositioning devices and wipe down a device with alcohol wipes whenever they reposition or otherwise interact with a device and each of Helbiz vehicles will have a small bottle of hand sanitizers attached. More

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safety measures are taken as gel sanitizer bottles attached to all the vehicles. 4) Helbiz has implemented several procedures to detect safety of maintenance issues with the fleet and automatically prevent usage of any vehicle that does not meet standards. Helbiz relies on manual user reports, automatic-error detection from the IoT, backend detection of irregularities, as well as thorough full inspections of each individual part of the scooter over fixed-time intervals. If a potential error or issue is detected either through a user complaint or by our detection algorithm, the scooter will automatically be remotely disabled and, simultaneously, the device will notify the nearest operations employee to inspect the specific unit. 5)Helbiz will never rush to write off damaged inventory. Instead, we have professionally trained mechanics in each city that specialize in working with the Helbiz fleet, with an inventory of spare parts to quickly resolve issues and get scooters back on the street. Should any scooter be deemed beyond the state of repair after being inspected by the mechanic, it will be disassembled and all individual pieces will be sorted in a proper way, managing hazardous components including batteries in the right way, following the instructions of the Guiding Environmental Principles. Parts that are still usable will be added to the inventory of spare parts while parts that cannot be reused or repaired will be sent directly to recycling. Helbiz will comply completely with the City's Zero Waste and producer Responsibility not only stating that we will be responsible for all the product waste, starting with toxic products (i.e., exhausted batteries) defined as universal waste but by also staying in ongoing communications with the Department of the Environment and the Department of Toxic Substances Control to ensure compliance with all rules and local laws. We want to support State efforts, and we will comply with the San Francisco Zero Waste commitments. All our team members will have monthly training about the rules and regulations defined in the San Francisco Environment guide, including mechanics and all qualified personnel that will handle deployment, maintenance, and oversight of each device. We respect all the efforts that the City of San Francisco has been putting in on proper recycling, composting, and trash handling over the years. We intend to play our part in those efforts. The environmental policy and legislations of the city will be followed and each chapter will help us to create internal rules in the warehouse. This will also help to reuse most of the components from other scooters instead of buying new ones, fixing when is possible at the most but addressing our specialized mechanics after intense use, keeping in mind that we will do daily checks anyway. As required from the Sustainability Guidelines and Requirements, Helbiz has given in this Application proof of UL 2271 and 2272 battery certifications from the manufacturer and the test results from a qualified independent lab demonstrating that each model scooter put into service meets all the requirements. We will connect directly with the San Francisco Department of the Environment and companies such as Recology, Inc. to take the right steps to properly recycle every single part of the scooter when necessary and not otherwise reusable. 6) With a serious commitment to the environment, Helbiz will deliver any batteries, metal or plastic that are labeled as unusable to specialized recycling vendors that follow the City's Zero Waste and Producer Responsibility policies. The entire Helbiz team is committed to an immediate reaction if a scooter is found in the Bay (or in another body of water) in order to remove it, and will always be available for any problem or situation involving our scooters on a 24/7 basis. Given that sustainability is one of the hallmarks of Helbiz's business, we will determine the best possible partners to ensure Environment Code compliance.

H - Hiring and Labor Plan

Local, full-time employees that respect San Francisco's right-of-way

1) Helbiz recognizes that participating in San Francisco's right-of-way is a privilege and responsibility, and the company is highly committed to building its business with responsible labor practices. To that end, Helbiz employs only local, full-time, W-2 employees and does not utilize independent contractors or "gig workers" unlike many other micro mobility players. Helbiz looks to establish long-term relationships with the communities it operates in and believes it is better positioned to do so with a team of full-time, in-house employees that respect the City's right-of-way.

2) Overview of San Francisco Operations Team Helbiz's operations team in SF will be led by a City Manager who will oversee an initial team of 20 full-time W2 employees. In line with company policy, Helbiz will hire only full-time, in-house employees and will not utilize independent contractors or staffing agencies. Helbiz is committed to giving a hiring preference to Bay Area residents for all positions. The operations team will include a City Manager, Fleet Operations Manager, Community Engagement Manager, a team of Field Specialists, and a team of Fleet Technicians. (See Appendix A.1.13)

Job summaries:

Helbiz has begun to publicize potential open roles and collect resumes and will onboard a local team as quickly as possible for the Program while ensuring that it has responsible, qualified employees who can contribute to a sustainable and localized micro mobility service.

City Manager: As a City Manager, you will work on the operations team, and your work will be key to building the success of our model. At its core, your role will be to localize our business to each of our diverse marketplaces. In this fast-paced role, you will be in charge of a new city and help to establish Helbiz in a short period of time. This role involves managing different tasks. You will be running everything including marketing, recruiting, operation management, business development, PR, policy, communications, and much more in coordination with our corporate headquarters in NYC.

Fleet Operations Manager: As a Fleet Operations Manager, you will oversee the Helbiz warehouse, fleet deployment, rebalancing, battery swapping, and geographic/equity compliance. You will manage our team of local Field Specialists, including optimizing the workflow of each team member and the overall team and tracking KPIs related to the efficiency of the deployment and rebalancing operations.

Community Engagement Manager: As Community Engagement Manager, you will help build our San Francisco operations from the ground up by running Helbiz's local community engagement and relationship building efforts. You will design and lead community engagement including marketing and community affairs, campaigns around safety and equity, and partnerships with local organizations and community leaders.

Dispatcher: As Dispatcher, you will be in charge of ensuring smooth operation locally by setting tasks and priorities for Field Specialists who are responsible for finding, picking up and switching batteries of Helbiz's fleet on the streets of San Francisco.

Field Specialists: As a Field Specialist, you will be responsible for efficiently and promptly deploying Helbiz e-scooters across the Bay areas and properly parking all devices. You will also follow our management system-derived rebalancing process and routing directions to address current or potential supply/demand imbalances. You will swap batteries on e-scooters with a battery charge of 30% or less. You will also be trained to recognize when an e-scooter needs to be brought back to the warehouse for repair and will collect and log data related to the condition of the vehicles in the fleet.

Fleet Technician: As a Fleet Technician, you will work in the Helbiz warehouse and be responsible for cleaning and repairing our e-scooters, as well as safely and responsibly implementing our swappable battery charging procedures. This team will be trained extensively in the specifications and maintenance of the Helbiz devices and operating procedures. You will also be trained to follow all industry best practices in battery charging, handling, storage and disposal.

3) Although Helbiz is a global leader in mobility, it applies a hyper-local approach to the communities in which it operates by hiring locally, partnering closely with local government, and building long-term relationships with local businesses and community groups. Furthermore, Helbiz believes that improving inclusive and equitable access to e-scooters enables a future where all SF residents are empowered with the transportation they need. Helbiz will work to hire the best local talent by utilizing programs like the City's First Source Hiring Program and City Drive.

4) Helbiz does not use contractors; all workers will be W2 employees. In the case, our full-time employees will not be sufficient for the operation in San Francisco, and we will need to have contractors, Helbiz is committed to being transparent regarding hourly rates and net of job-related expenses. Our company philosophy is to make our employees happy to enable them to deliver the best service possible to the community where we work, and this will also apply to contractors. We will stress the fact that we want to give full-time work to local people and that we prefer not to have to rely on contractors.

5) All our employees will go through a one-week training course and will be provided a "playbook" which will explain the entire operation including how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance (having as example Appendix 1 - Powered Scooter Parking Requirements and General Guidelines provided by the SFMTA). As all employees are directly hired by Helbiz and are considered an extension of the Helbiz brand on the streets, it is made abundantly clear that Helbiz's reputation depends on their on-street behavior, with all employees

consenting to their business vehicles, cars, vans, or bikes, to be tracked by real-time GPS connected to the Helbiz Fleet Management system. If irregularities or breaches are detected, the city manager is automatically alerted. Weekly, the city manager will be in charge of manually reviewing all trip data and driver logs to evaluate routes taken, parking chosen, and whether drivers have been driving according to local laws and speed limits. The first time a driver is caught breaking the rules, he/she is given a warning; the second time will result in a suspension; and the third time, he or she will be terminated.

6) Regarding labor harmony, Helbiz will provide the safest environment possible to all employees. From the team working on the streets to the mechanics and the management that will work inside the warehouse every day, the working conditions, working hours, and salaries will be in alignment with California state law, When requested from the SFMTA, Helbiz will be happy to share employees and contractors agreements. For example, Helbiz will support pregnant women during the 9 months of pregnancy and after the delivery as well as keeping the health insurance and giving paid maternity leaves for the 3months after the delivery, which will be available as an option also to new fathers for a period of 30 days. Helbiz will have a specialized law firm based in San Francisco to advise us about proper hiring procedures, as well as to handle contracts and advise on salaries for all full-time employees, as well as possible contractors. Helbiz has in mind to create a nursery in the warehouse so that moms can be able to come back to work, after their months of lives, and still be able to nurse their babies or for fathers to have the chance to take their babies to work with them.

I - Community Engagement Plan

- 1) Mobility Justice Goals: Helbiz shares the values of the City of San Francisco, particularly regarding Mobility Justice Goals, listening to and serving the needs of the communities we serve, and fair and open access to effective transportation services. We prioritize community engagement in all the jurisdictions we serve, and voluntarily implement expansive programs that demonstrate our good corporate citizenship. We welcome the opportunity to engage similarly in San Francisco, and intend to implement a program that meets and exceeds the standard requirements of the SFMTA. We believe that our shared values will result in a plan that creates outstanding social value for the city and its various stakeholders.
- 2) Multilingual Communications Services: The Helbiz app and website are currently offered in the following languages: English, Italian, and Spanish. Our internal development team maintains all public-facing interfaces in those languages, as well as implementing additional languages as we grow. We have engaged with some specialized companies in New York City and started to check for some in the Bay Area where to handle translations for any new languages required by SFMTA that we do not currently support such as Chinese and Filipino. All interaction is only through the web and our app for now but customer services with the missing languages will be put in place before rolling out scooters in San Francisco.
- 3) Communications Strategy: Our application includes our initial communications strategy, which will be accessible on our website and app. The strategy section will include an easily viewable history of updates and changes. Our application includes a screenshot of the prototype strategy section of the website and app.
- 4) Online Community Feedback Forum: Community Feedback Database: Helbiz is in the process of coding this database. The SFMTA will be able to access it via a dedicated administrative section of our website. To assist us in preparing our plan, we have already established an informal email dialogue presenting ourselves and our ideas with the community organizations listed below and we are still waiting for feedbacks for engaging while awarded with the Permit to operate, provided in Appendix 3 by the SFMTA:
 - Chinatown Community Development Corporation
 - Chinese Progressive Association
 - Senior Disability Action
 - MoMagic
 - Mission Neighborhood Center
 - Healthy Southeast
 - Village Project
 - SOMA Pilipinas

- 5) Helbiz is committed to making our website content accessible and user-friendly for everyone. If any user has difficulty viewing or navigating the content on www.helbiz.com or if they notice any content, feature, or functionality that they believe is not fully accessible to people with disabilities, they can call our Customer Service team at +1 888 974 9074, or email our team at ask@helbiz.com, including "Disabled Access" in the subject line, along with a description of their specific question or suggestion. We take all feedback seriously and will be pleased to consider it as we evaluate ways to accommodate all our customers and our overall accessibility policies. We would like to make available to persons with disabilities our scooters for trying this amazing way for moving around. We are working for example on a partnership with a manufacturer that makes scooters with just a front part where the handlebar, the motor and the power of the scooter are and two safe hooks for connecting the front part with a wheelchair. We want and commit to finding new ideas and technologies to open the service to all.
- 6) Helbiz commits to holding meetings and partnering with local non-profits to hear from non-users and neighborhood issues. It is critical to the success of Helbiz to work with the local community to be the best neighborhood partner possible. With the diverse community San Francisco offers Helbiz will work with organizations listed below or similar ones to reach out to non traditional riders:
 - Daylaborer Association
 - Senior and Disability Action
 - Filipino-American Development Foundation
 - Independent Living Resource Center
 - SOMA Pilipinas
 - United to Save the Mission
- 7) Helbiz is committed to keeping an annotated list of all community events Helbiz holds in San Francisco. This list will be readily available on the Helbiz San Francisco website. Each event will have the following information provided agendas, discussion notes, and comments from community stakeholders. This website will also offer a direct feedback link for riders and community members to provide direct feedback.
- 8) Community Engagement: Helbiz will have Community Engagement Managers, these managers will help build our San Francisco operations from the ground up by running Helbiz's local community engagement and relationship building efforts. You will design and lead community engagement including marketing and community affairs, campaigns around safety and equity, and partnerships with local organizations and community leaders. To ensure that we are responsive to the community in which we live, we are creating a 16-person Community

Advisory Board that will have each District Supervisor appoint one (1) member, with the Mayor appointing another five (5) members at large. We plan on continuing our outreach and partnership/s with advocacy groups like the SF Bicycle Coalition, direct donations to specific capital projects, support of Vision Zero SF, Livable City/Sunday Streets and other efforts focused on quickly developing safe streets for all road users. We expect to engage with SFMTA, City Supervisors, and street safety advocates to best the insights from our board meetings to achieve our shared goals of zero traffic fatalities and increased mode share by scooter, bicycle, transit, and other zero-emission transportation. By creating a community advisory board, we believe that we are creating a next generation standard of engagement and inclusion. Inclusion is not just about visiting the offices of elected officials and non-governmental organizations. Inclusion means empowering residents with the real ability to help us identify and implement innovative solutions and to affect meaningful change in our Company's direction.

The goal of our Board is to get the community's direction on goals and objectives, to provide feedback on new product plans and enhancements, to raise concerns from the community, and to provide ongoing monitoring of our commitments. We expect to tackle issues such as safety, sidewalk riding, parking compliance, sidewalk detection, and a host of other issues with the Board's guidance. We expect that the Board will have a role in helping direct the investments we commit to making below, and our CEO and one member of our Board of Directors will attend each monthly Board meeting. Moreover, we commit to publicly posting answers to the questions and concerns raised so that those not in attendance can participate as well.

- 9) Cultural Sensitivity: Helbiz is committed to hosting events and having community ambassadors engage the following communities Japantown Cultural District, Calle 24 Latino Cultural District (in the Mission), SoMa Pilipinas – Filipino Cultural District, Compton's Transgender Cultural District (in the Tenderloin), Leather and LGBTQ Cultural District (in the SOMA), African American Arts and Cultural District (in the Bayview), and Castro LGBTQ Cultural District. Each one of these events is going to be tailored to the specific culture of the specific district.
- 10) Helbiz always seeks to go above and beyond basic requirements to serve the stakeholders of a community. In addition to the basic plan requirements outlined above, our plan intends to integrate the efforts described below. If granted a permit, Helbiz will engage with the local community to demonstrate our commitment to being a good partner for the city. For example, community outreach events will allow Helbiz's community liaisons to educate prospective users about our scooter-share program, including providing educational demonstrations of the scooters complete with proper usage and parking, as well as helping interested residents download the Helbiz app, create an account, and sign up in-person.

- a) Local Hiring: Helbiz commits to hiring employees that are from the San Francisco area and understand how residents like to move around the city. Helbiz is working to build a connection with Jails to Jobs and other non-profit helping the formerly incarcerated find jobs. To work with local immigrant communities. Part of the Helbiz Team is already from the Bay area and will support the new opening for the West Coast.
- b) Helbiz will be working with Community-Based Organizations to connect directly with low income riders and help them get around San Francisco. Helbiz also commits to scooter deployments to affordable housing developments and working with property managers to determine the best scooter locations for their residents.
- c) Helbiz is committed to hosting a minimum of one scooter safety course a month. These events will help users sign up, learn to ride, and ask questions. San Francisco offers diverse neighborhoods and many languages. Helbiz will be providing the proper translators for the neighborhood to ensure all riders can communicate with the Helbiz staff.
- d) Culture and Arts Opportunities: Helbiz prides itself on working with local artists and giving them an opportunity to show off their work. We will be working with local artists by providing them a scooter to use as their canvas. This approach has been welcomed by artists in other cities. Examples can be seen in (Appendix A.1.14).
- e) To promote local small businesses Helbiz will use local employees. Helbiz Local supports local merchants by driving sustainable traffic to their brick- and-mortar stores. For our Helbiz Local partners, we provide a QR code that can be scanned in the store by Helbiz users to receive a refund on their ride or a ride credit, and we typically ask our Helbiz Local partners to assess some sort of discount as well. Our Helbiz Local partnerships also include collaborating on cross-promotional initiatives, such as organized rides or providing scooters for a storefront event. We will make promotional window clings available for any local merchants that participate.

J - Experience and Qualifications

- 1) N/A
- 2) Helbiz has and operates in different cities with at least 500 e-scooters or more, like Atlanta, GA; Richmond, VA and, with the acquisition of the Skip Operations, Washington DC.
- 3)

City	Number of e-Scooters	Size of area served	Fleet Size (current & historical)	In operation since	Daily hours of operation	Relationship with local government			
Atlanta, Georgia	500	110 sq miles	500	November 2020	4am to 9pm	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from Atlanta regulators, Helbiz launched in November without interruption, providing affordable and safely distanced transportation to community members throughout the city.								
Miami, Florida	100	42 sq miles	100	November 2019	24/7	Permitted operations			
	Response to COVID-19 pandemic: All micro mobility operations in Miami were asked to cease operations on March 12, 2020 due to the emergency declaration related to the pandemic. Helbiz re-launched operations in October 2020 with enhanced safety protocols such as adding hand sanitizer bottles on all e-scooters, periodic disinfecting of all vehicles, and the addition of more robust cleaning procedures at the warehouse facility.								
Washington DC	2,500 (via Skip acquisition)	65 sq miles	2018: 350, 2019: 700, 2020: 2,500	2018	24/7	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from DDOT, Helbiz continued operations as an essential service, and offered free trips and additional deployments for frontline workers.								
Turin, Italy	500	15 sq miles	500	December 2019	24/7	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from regulators, Helbiz continued operations as an essential service, and offered COVID safety kits including PPE and hand sanitizer as well as free trips and additional deployments for frontline workers.								
Milan, Italy	750	18 sq miles	750	December 2020 (December 2018 e-bikes)	24/7	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from regulators, Helbiz continued operations as an essential service, and offered COVID safety kits including PPE and hand sanitizer as well as free trips and additional deployments for frontline workers.								
Rome, Italy	2,500	23 sq miles	2,500	May 2020	24/7	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from regulators, Helbiz continued operations as an essential service, and offered COVID safety kits including PPE and hand sanitizer as well as free trips and additional deployments for frontline workers.								
Naples, Italy	1,000	11 sq miles	1,000	September 2020	24/7	Permitted operations			
	Response to COVID-19 pandemic: Based on guidance from regulators, Helbiz continued operations as an essential service, and offered COVID safety kits including PPE and hand sanitizer as well as free trips and additional deployments for frontline workers.								

In each State where Helbiz operates or wants to operate an Entity, in the case of San Francisco HELBIZ CA LLC, is created and incorporated under the "mother" Company that is HELBIZ Inc., a Delaware Company, with the HeadQuarter in New York City. (See Appendix A.1.15)

- a) All cities, in which Helbiz is operating, have more than 100.000 habitants.
- b) Helbiz is currently serving the cities of Washington DC, Atlanta GA, Miami FL (see chart above), Richmond VA (from February 2021), Arlington VA, Alexandria VA (from July 2020) and Jacksonville FL (from March 2021).
- c) In the Hebiz latest six month of operation the daily active fleet size was around 400 vehicles, counting also the restrictions due to the Pandemic.
- d) The Cities where Helbiz has operated the most with more than 500 e-scooters is Atlanta GA, November 2020 and with the acquisition of Skip Operations Washington DC from 2018.
- e) Skip, recently acquired by Helbiz, has successfully operated a lock-to system in San Francisco till 2019.
- f) Everywhere Helbiz operates all the applicable permit fees were always paid in time
- g) Helbiz never received any serious suspensions, penalties, citations and/or any warnings from a local authority where operates.
- h) A reference from each City where Helbiz operates are here below:
- Washington, DC: Sharada Strasmore m. 202.497.4709 Email: sharada.strasmore@dc.gov
- Atlanta, GA: Kemberli Sargent m. (404) 295-1675 Email: ksargent@atlantaga.gov
- Arlington, VA: Zack DesJardins m. 703-587-8392 Email: zack@metrobike.net
- Alexandria, VA: Vicki Caudullo, o. 703.746.4160 Email: victoria.caudullo@alexandriava.gov
- Richmond, VA: Dironna Moore Clarke 804-646-3074 Email: dironna.clarke@richmondgov.com
- Jacksonville, FL: Lori Radcliffe-Meyers o. (904) 255-5307 m. (904) 386-2305 Email: LRMeyers@coj.net
- Miami, FL: Alejandro Munera o. (305) 416-1789 Email: amunera@miamigov.com

K - Data-Sharing End Point

The internet address for Helbiz data-sharing point will be sent to <u>scooters@sfmta.com</u> in the email with the Application Material.

L - Privacy Policy, User Agreement, and Terms of Service

 Privacy policy, user agreement and/or terms of service can be seen on: https://helbiz.com/terms-of-service User Agreement/agreement can be found in the app for customers by going to -- (Helbizapp > settings > Terms of Service > Other > User Agreement)

HELBIZ, INC. TERMS AND CONDITIONS

USE OF THE PRODUCTS AND HELBIZ SERVICES (AS DEFINED BELOW) OF HELBIZ, INC. ("HELBIZ"), INCLUDING ACCESS OF OR USE OF ITS VEHICLES (AS DEFINED BELOW), OR ACCESS TO THE WEBSITE OR ACCESS TO THE MOBILE APPLICATION ("APP"), AND/OR ANY PRODUCT OR SERVICE RELATED TO USE OF ITS VEHICLES, IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE USING THE HELBIZ SERVICES. BY USING THE HELBIZ SERVICES, YOU ARE AGREEING TO THESE TERMS, INCLUDING THAT YOU ARE OF LEGAL AGE TO ENTER INTO BINDING CONTRACTS.

PLEASE NOTE THAT THIS AGREEMENT MAY BE SUPPLEMENTED BY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO (I) THE COUNTRY AND/OR CITY IN WHICH YOU RESIDE OR USE HELBIZ SERVICES AND (II) THE VEHICLE OR HELBIZ SERVICE THAT YOU INTEND TO USE. PLEASE CHECK (I) THIS [LIST] TO SEE IF THERE ARE ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF HELBIZ SERVICES FOR YOUR COUNTRY AND/OR CITY IN WHICH YOU RESIDE OR USE HELBIZ SERVICES AND (II) THIS [LIST] TO SEE IF THERE ARE ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF HELBIZ SERVICES AND (II) THIS [LIST] TO SEE IF THERE ARE ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE VEHICLE OR HELBIZ SERVICES YOU INTEND TO USE. YOU UNDERSTAND THAT ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF HELBIZ SERVICES OUTSIDE OF YOUR COUNTRY OF RESIDENCE MAY BE IN A LANGUAGE OTHER THAN THE LANGUAGE OF THIS AGREEMENT, AND AGREE THAT IT IS YOUR RESPONSIBILITY TO UNDERSTAND SUCH TERMS AND CONDITIONS REGARDLESS OF THE LANGUAGE IN WHICH THEY ARE WRITTEN.

1. SCOPE OF AGREEMENT

Helbiz provides micro-mobility solutions around the world. Helbiz is proud that its vehicles (including electric scooters, electric bikes, automobiles or other vehicles that Helbiz makes available from time-to-time on its App ("Vehicles")) help to reduce the collective carbon
footprint while offering a convenient transportation solution. Please note that Helbiz is not a common carrier, Helbiz offer the Helbiz Services as a

ARBITRATION NOTICE: THIS AGREEMENT REQUIRES THAT ALL DISPUTES BE RESOLVED INDIVIDUALLY BY BINDING ARBITRATION. IT ALSO INCLUDES A CLASS ACTION WAIVER. THE ARBITRATION CLAUSE, THEREFORE, AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY. YOU HAVE A RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE "RIGHT TO OPT OUT" SECTION. 1. SCOPE OF AGREEMENT

Helbiz provides micro-mobility solutions around the world. Helbiz is proud that its vehicles (including electric scooters, electric bikes, automobiles or other vehicles that Helbiz makes available from time-to-time on its App ("Vehicles")) help to reduce the collective carbon footprint while offering a convenient transportation solution. Please note that Helbiz is not a common carrier, Helbiz offer the Helbiz Services as a convenience to those who are able and qualified to operate them, and alternative means of public and private transportation are available to you and the general public.

This User Agreement and Terms and Conditions (collectively, the "Agreement") is a legally binding agreement between you ("you" or "your") and Helbiz, Inc., ("Helbiz"). This Agreement states the material terms and conditions that governs your use of Helbiz Services.

This Agreement, together with all updates, supplements, additional terms, and all of Helbiz's rules and policies posted on Helbiz's website (including our Privacy Policy) collectively constitute this "Agreement" between you and Helbiz. Helbiz's services are comprised of the following: (1) Helbiz mobile application ("Helbiz App") and related website, (2) Helbiz's Vehicles and (3) all other related equipment, personnel, services, applications, websites and information provided or made available by Helbiz (collectively referred to as "Helbiz Services").

Helbiz agrees to allow you to rent the Vehicles and use the Helbiz Services, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars. Although Helbiz will set any exchange rates used by Helbiz in connection with payments or this Agreement at Helbiz's sole discretion based on market rates, you agree that there is no single source for determining market rates and such exchange rates may vary by up to 5% from the noon-buying rate for such non-US currency as published by the Federal Reserve Bank of New York .

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to your use of the Services (in each such instance, and collectively, "Additional Terms"). As noted above, these Additional Terms may apply to where you reside and/or use Helbiz Services (please see the list of countries and/or cities where Additional Terms apply) or the type of Vehicle or Helbiz Services that you use (please see the list of Vehicles or Helbiz Services for which AdditionalTermsapply).

TheAdditionalTermsareincorporatedintothisAgreementbythisreference.To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional Terms expressly state otherwise. By using the Services, you acknowledge and accept the Helbiz Privacy Policy, and consent to the collection and use of your data in accordance with that Privacy Policy.

2. MODIFICATIONS

Helbiz reserves the right, in its sole discretion, to modify this Agreement and any of its terms (including any Additional Terms), and any other documents incorporated by reference herein, at any time. Helbiz will notify you of any changes by posting them on the Terms pages on Helbiz App, by sending you a message, by SMS if you authorize Helbiz to do so, by alerting you to the changes on the Helbiz App and/or by any other appropriate means. Amendments will become effective when posted on the https://helbiz.com/ ("Helbiz Website"). Any use of Helbiz Services aer effectiveness shall constitute your consent to the changes. If you do not agree to the revised Terms, including as amended from time-to-time, please immediately cease using Helbiz Services.

3. PAYMENT AND FEES

3.1 Fees. You may use Vehicles on a pay-per-ride basis, on a subscription basis (where subscriptions are available) or as the pricing is otherwise described in Helbiz App. Please note that Helbiz may change pricing for the Helbiz Services as Helbiz deems necessary or appropriate. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Helbiz. Helbiz will charge your credit card, debit card or other agreed payment methods the amount of the fees as described in this Agreement.

3.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Helbiz App. Helbiz reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

3.3 Subscriptions. If available in your area, you may use certain Helbiz Services as described on the App by purchasing a monthly Helbiz Unlimited subscription. There are some additional rules about subscriptions:

• Your Helbiz Unlimited subscription will begin on the date your first payment is received, and Helbiz's third-party payment processor will charge your preferred payment method within 30 days of authorization. Your subscription will continue for the period of time you selected at sign-up (or month-to-month if no period was specified for some reason).

• Each ride made under the Helbiz Unlimited subscription have a maximum duration of 30 minutes and a new ride cannot be started before at least 20 minutes have elapsed from conclusion of the previous ride, with the option of paying an additional fee of \$0.10 per minute and up to \$2.00 to skip the aforementioned 20 minutes of waiting and immediately start a new rental.

• The applicable price is the price at the time you submit your order (Helbiz reserves the right to change prices over time (including for future periods if the subscription is on a recurring basis), and Helbiz does not provide price protection or refunds in the event of a price drop or promotional offering). Helbiz will automatically bill and charge you each month during the term of your subscription.

• Helbiz may offer a variety of membership plans, including free trials, discounted pricing for limited times or special third-party promotional plans that may have different or additional terms disclosed to you at or before sign-up. Some of these are offered by third parties, and Helbiz is not responsible for their products and services. With free trials, some credit card companies may place a temporary hold on your payment method for your first payment.

• Helbiz reserves the right to modify, terminate or otherwise amend any subscription membership plans.

• Helbiz may cancel your subscription for any or no reason on 30 days' prior written notice to you. You may do the same, but if it is in the middle of your subscription term, you will not

receive a refund for partial months and it may mean you forfeit any membership fee. Helbiz may also cancel your subscription if you fail to pay amounts due, or if you are in material breach of this Agreement.

Helbiz Unlimited subscription will automatically renew at the then-current prices for the same length of time as your original membership term. It will continue indefinitely unless you cancel it before the end of your then-current subscription term. Helbiz's pricing and applicable taxes and fees may change over time, so the pricing from one subscription term to the next may be different. Helbiz reserves the right to change subscription pricing at any time. Helbiz will give you notice of such change first (this might be in-App or other electronic communication). If you don't agree with the new pricing, you can cancel your subscription.

• You have 60 days from the day charges appear on your account statement to dispute them – aer that, you are deemed to have accepted these charges.

3.4 Maximum Rental Time and Charges. Except as otherwise described in section 3.3, maximum rental time is one (1) hour. You agrees that you will deactivate the Vehicle rental within one (1) hour of time that rental began. You may then rent again. You agrees that you are solely responsible for being aware of any elapsed time related to the timely online closure of a Vehicle ride/rental. The maximum day charge is \$25 for each Vehicle, based on a calendar day. Aer online closure/return of the Vehicle, you will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Vehicles not returned (online closure of a ride concluded within service zone) within 48 hours will be considered lost or stolen, and you may be charged for the replacement cost of such Vehicle with the latest model of such Vehicle and an administrative fee in connection with the replacement, and a police report may be filed. Helbiz may also charge a service fee of \$200 for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

3.5 Valid Credit Card or Debit Card. You must input a valid credit or debit card number or other approved payment method and expiration date before you will be registered to use the Helbiz Services. You represent and warrant to Helbiz that you are authorized to use any cards you furnish to Helbiz. You authorize Helbiz to charge the card for all fees incurred by you. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Helbiz. If you dispute any charge on credit or debit card account, then you must contact Helbiz within 10 business days from the end of the month with the disputed charge, and provide to Helbiz all trip information that is necessary to identify the

disputed charge, such as the date of the trip and the approximate starting and ending times. 3.6 Preauthorized Funds. In order to avoid or reduce instances of invalid, unauthorized or underfunded credit or debit card use, Helbiz may, in its discretion, elect to place a \$1 preauthorization "hold" on your credit card or debit card prior to each ride. Helbiz will cancel such holds at the end of each ride and will charge you an amount equal to the cost of the ride itself. However, your use of the remaining preauthorized funds may be restricted until released by your bank.

3.7 Pick Up Fees. If you are unable to return a Vehicle to a valid area, and request that the Vehicle be picked up by Helbiz staff, Helbiz, at its sole discretion, may choose to charge you a pick-up fee up to \$100 in addition to any third-party fines or fees discussed in Section 2.7 below. If any Vehicle rental accessed under your account is abandoned without notice, or you move to a location outside of the valid operating area, you will be responsible for all Trip Fees until the Vehicle is recovered and deactivated, plus a service charge (\$100) to recover the Vehicle. Fees are subject to change.

3.8 Third-Party Fines and Fees. When you are using Helbiz's Services, you must comply with the laws that apply to you. If you receive a ticket or a fine, cause a Vehicle to be towed and/or impounded or receive any other penalties or fees, you are responsible for the associated costs. Helbiz cooperates with all governmental officials in their enforcement of the applicable laws, and for expediency Helbiz may pay amounts you owe on your behalf and provide any necessary information requested or required by the applicable government agencies or private service providers. If Helbiz does so, you are required to pay Helbiz back plus the administrative fee discussed in Section 2.6 plus any applicable costs associated with third party collection or administrative agents if Helbiz uses them to resolve the issue. By agreeing to this Agreement, you agree that Helbiz may charge these amounts to your preferred payment method indicated in your account, and Helbiz may need to contact you for additional information.

4. ACCOUNT REGISTRATION AND OTHER SUBMISSIONS

You may access limited parts of the Helbiz Services, such as its website and Helbiz App, without registering for an account. To access and participate in certain Helbiz Services, however, including without limitation, to renting, unlocking and locking a Vehicle, you must create a password-protected account (a "Helbiz Account"). You may register for a Helbiz Account using an email address and phone number and creating a secure password, or if Helbiz makes such features and functionalities available, through certain third party social networking sites by using existing login credentials and passwords for sites such as Facebook.

Helbiz may require, or you may otherwise provide, a valid debit or credit card or other approved payment method as well as other requested information depending on the Helbiz Service (for example, a driver's license may be required in some jurisdictions). You agree to provide accurate, current, and complete information during the registration process and at all other times when you use the Helbiz Services. You also agree to update your information at all times to keep it accurate, current, and complete. You are solely responsible for safeguarding your Helbiz password. You are also solely responsible for all activity that occurs on your Helbiz Account, and you agree to notify Helbiz immediately of any suspected unauthorized use. To the maximum extent allowed by law, Helbizis not liable for any losses by any party caused by unauthorized use of your Helbiz Account. You also agree that: (i) you may register for only one account at any point in time, (ii) Helbiz Accounts may not be transferred to any other person or entity, and (iii) all rights to your Helbiz Account terminate upon death. Upon receipt of a certified copy of a death certificate, your Helbiz Account may be terminated and its contents (if any) permanently deleted.

5. RENTAL AND USE OF HELBIZ SERVICES

5.1 You are Sole User. Helbiz and you are the only parties to this Agreement. You are the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that, when you activate a Vehicle, the Vehicle must be used only by you. You must not allow others to use a Vehicle that you have activated.

5.2 You are At Least 18 Years Old. You represent and certify that you are at least 18 years old and that you are thus legally able to enter this contractual Agreement. Helbiz does not authorize or agree to the use of the Vehicle by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service. Operation or use of Vehicle product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Helbiz, which advises and recommends that any rider must check local laws applicable to Vehicle use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

5.3 You are a competent operator, physically and mentally fit to ride Vehicle. You represent and certify that you are familiar with the operation of the Vehicle and is reasonably competent and physically fit to ride the Vehicle. Persons with any mental or physical conditions

(temporary or permanent) that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Vehicles or similar products. By choosing to ride a Vehicle, you assume all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust your riding behavior and braking distance to suit the weather and traffic conditions, and are also advised to recognize that riding in low visibility conditions decreases your ability to see and be seen, thus enhancing risks of injury associated with the use of riding products, especially on public streets and around vehicles or pedestrians.

5.4 The Vehicle is the Exclusive Property of Helbiz. You agree that the Vehicle and any equipment attached thereto, at all times, remains the exclusive property of Helbiz. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other equipment of Helbiz in any way. Helbiz has the right to provide your various account details (like billing, account, content or use records and related information) if required by law (which may include mandatory data sharing with governments), and to protect Helbiz's rights, customers or business. You must not write on, peel, or other equipment of Helbiz for any advertising or similar commercial purpose.

5.5 Operating Hours and Availability. You agree and acknowledge that if the Vehicles are only available during specific operating hours established in a particular market, such operating hours will be communicated clearly in the Helbiz App in such market. You agree and acknowledge that Vehicles are not available all the time. Vehicles require periodic charging of their batteries in order to operate. You agree to use and operate the Vehicle safely and prudently and comply with all restrictions and requirements associated with the Vehicles provided by Helbiz from time to time. You understand and agree with each of the following:

• The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).

• The level of charging power at the time you initiate the rental or operation is not guaranteed and will vary with each rental use.

• The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.

• It is your responsibility to check the level of charge power in Helbiz App and to ensure that it is adequate for the ride before initiating operation. Helbiz does not guarantee the distance and/or time that you may operate the Vehicle before it loses charging power completely. A Vehicle may run out of charging power and cease to operate at any time during your rental, including before reaching your desired destination. Please understand that for supply and related reasons, Helbiz reserves the right to accept or reject your reservation requests, and your receipt of Helbiz's confirmation does not necessarily equal acceptance or constitute confirmation of Helbiz's offer to make the Services available in any particular instance. If your reservation via the App is rejected aer your request, you will receive the applicable refund assuming your payment method was charged in the first place. If pricing in the App turns out to be incorrect for any reason, Helbiz reserves the right to cancel or reject a corresponding reservation and will issue you the applicable refund.

5.6 Use and/or Operation only in electronically restricted areas. In markets that have electronically restricted areas, you agree to only use, operate and/or ride the Vehicle in electronically restricted areas. Vehicles may be equipped with capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Vehicle's electronically restricted range. Vehicles may also be equipped with technology that reduces your speed in certain areas or otherwise alters the Vehicle's functionality.

5.7 You Must Follow Laws Regarding Use and/or Operation of Vehicles on Public Land. You agree to follow all laws pertaining to the use, riding and/or operation of Vehicles, including all state and local laws and the rules and regulations pertaining to such vehicles in the area where you are operating the Vehicle, including without limitation any helmet laws. There is no "universally applicable" national law governing operation of motorized scooters and laws therefore can and do differ in different locales.

5.8 Vehicle is Intended for Only Limited Types of Use. The Vehicle is intended for use on, and you agree to only use it on flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that

could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.

5.9 Weight Limit. You must not exceed the maximum weight limit for the Vehicle of 250 pounds.

5.10 No Tampering. You must not tamper with, disassemble, or attempt to gain unauthorized access to the Vehicle. You must not use the AA or other equipment of Helbiz other than for purposes of using a Vehicle pursuant to this Agreement.

5.11 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Helbiz as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, you shall file a report with the local police department within 24 hours. You agree that he/she may be held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

5.12 Your Responsibility for Use and Damage. You agree to return the Vehicle to Helbiz in the same condition in which it was rented. You will not be responsible for normal wear and tear.

5.13 Your Responsibility to lock the Vehicle. If the Vehicle has a retractable or removable lock, you are responsible for securing the Vehicle to a bicycle rack or other appropriate and lawful location using the lock to protect against the Vehicle unless another method of locking is explicitly permitted by the system rules applicable in Your market. You agree to ensure that when a Vehicle is not in use the retractable or removable lock is at all times securely attached to the Vehicle, if removable, and a proper rack or other appropriate and lawful location and not only to the Vehicle. You shall not leave any Vehicle unattended at any location at any time for any reason, unless it is secured as specified above. You shall not use any other locking mechanism other than what is provided by Helbiz. You shall not lock and/or leave the Vehicle in a location where it cannot be accessed by Helbiz, nor in a location outside the designated service area or in violation of any applicable law.4.14 Prohibited Acts. 4.15 While using any Helbiz Service, you agree that you shall not;

 \cdot impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;

· solicit money from any other user of Helbiz, including any rider;

· "stalk" or otherwise harass any person;

 \cdot express or imply that any statements you make are endorsed by Helbiz without Helbiz's specific prior written consent;

• directly or indirectly, for yourself, other users or through other persons, conceal the identity, source, or destination of any illegally gained money or products;

 \cdot use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," download, or in any way reproduce or circumvent the navigational structure, presentation, or other data or information displayed or accessible on Helbiz App and Helbiz Website, including but not limited to, the location or status of Vehicles;

 \cdot collect usernames and/or email addresses of other Helbiz users or riders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to Helbiz App and Helbiz Website;

• interfere with or disrupt the Helbiz Services or the servers or networks connected to the Helbiz Services, including Helbiz App and Helbiz Website;

• email or otherwise transmit any material that contains soware viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any Helbiz computer software or hardware or telecommunications equipment;

 \cdot forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Helbiz Services (either directly or indirectly through use of third party software);

 \cdot "frame" or "mirror" any part of the Helbiz Services without Helbiz's prior written authorization;

 \cdot use meta tags or code or other devices containing any reference to Helbiz, the Helbiz Services (or any of Helbiz's trademarks, trade names, service marks, logos or slogans) to direct any person to any other website for any purpose;

 \cdot modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Helbiz Services or any soware used on or for the Helbiz Services, or cause others to do so;

 \cdot post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Helbiz Services other than solely in connection with your use of the Service in accordance with this Agreement;

 \cdot undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Helbiz Services, or that is intended to promote or has the effect of engaging in illegal activities, fraud, or that is defamatory, libelous or otherwise objectionable;

 \cdot directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual;

· directly or indirectly request money from, or otherwise defraud, other Helbiz Services users;

• engage in any conduct that involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities) to Helbiz or Helbiz users;

 \cdot take video, audio, photographs, or images of another Helbiz user without his or her permission (or in the case of a minor, the minor's legal guardian);

 \cdot take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Helbiz;

• provide instructional information about illegal activities including how to damage Helbiz property or Vehicles or the property of other Helbiz users;

 \cdot provide information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);

• solicit passwords or personal identifying information for commercial, fraudulent or unlawful purposes from other users or disseminate another person's personal information without his or her permission;

• publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without Helbiz's prior written consent;

· attempt to indirectly engage in any of the above-listed conduct;

· ride with a second person on a Vehicle;

• use a Vehicle in connection with a criminal act;

 place any bags or other tangible things on the handlebars or other areas of the Vehicle that interfere with the proper and safe operation of such Vehicle;

• fail to follow local rules and regulations, including yielding to pedestrians on the public right of way;

• park a Vehicle in any area that is prohibited by law or which interferes with the public use of public right of way;

• take a Vehicle out of a public area, for example, taking a Vehicle into a building or other structure without Helbiz's express permission;

· interfere, either directly or indirectly, with a Vehicle's GPS, wireless or other technology;

• remove any component of a Vehicle including any system designed to track Vehicle location or ride duration;

· ride a Vehicle without payment through any device, scheme or artifice;

• use a Vehicle to propel or tow any vehicle, trailer, or other object;

• use a Vehicle to transport animals of any kind or nature or any other persons;

 \cdot use a Vehicle to in any type of race or competition, or to perform tricks;

• use a Vehicle while under the influence of drugs, alcohol, medication or any other substance capable of interfering with your judgment, reflexes or safe use of such Vehicle;

 \cdot use a Vehicle in a negligent or abusive manner or in a manner that is outside the scope of such Vehicle's ordinary and intended functionality and purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);

 \cdot use a Vehicle in inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate such Vehicle;

 \cdot use a Vehicle to while texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Vehicle that may distract from driving safely;

 \cdot do anything to the Vehicle that impedes a subsequent authorized rider from using it and

 \cdot carry any briefcase, backpack, bag or other item if that item impedes your ability to operate the Vehicle safely.

5.14 Safety. Even where not required by law, Helbiz recommends that you wear a helmet any time you use any of Helbiz's bikes and scooters, preferably Snell, CPSC, ANSI or ASTM-approved. It should be sized, fitted and fastened per manufacturer instructions. Helmets and other protective gear are no guarantee against personal injury. Helmets are required by law in some areas, so definitely wear one if those laws apply to you. If you choose not to wear a helmet and are injured as a result, Helbiz is not responsible. Helbiz does its best to keep each Product in good condition, but you are responsible for performing a safety check on a Vehicle before you use it, including all of these:

- · Did you check its general condition (wheels, tires, etc.)?
- · Do its brakes and lights work?
- · Are the seat, pedals and basket properly attached if it is a bike?
- Is the battery charged if it is electric?
- · Is there any other sign of damage, unusual or excessive wear or is maintenance needed?

Something could have happened to the Vehicle since its condition was last checked, and Helbiz needs you to tell Helbiz if something is not working properly if you notice it before Helbiz does. If you notice any of these or other issues in a Vehicle before your use, do not use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible. If you do not report these issues, Helbiz may have to attribute them to you, including holding you responsible for any associated costs, so please tell Helbiz if anything you see doesn't look right.

6. TERM AND TERMINATION

6.1.Term.

ThisAgreementshallbeinforceuntilterminatedasdescribedbeloworasotherwiseprovided in this Agreement.

6.2. Termination by You. You may terminate this Agreement at any time by terminating your account with Helbiz

6.3. Return of Property Upon Account Termination. If your account is terminated, you will immediately return any Vehicle, or other property of Helbiz that you have in your possession. You will be charged for the value of any property of Helbiz that you fail to return as well as all costs (including attorneys' fees and costs) that Helbiz incurs in attempting to recover its property from you.

6.4.AccountSuspensionorTermination. Helbiz may, in its sole discretion with or without prior notice to you and at any time, decide to limit, block, suspend, deactivate or cancel your Helbiz Account or your access to the Helbiz Services in whole or in part. If Helbiz exercises Helbiz's discretion under this Agreement to do so, any or all of the following can occur with or without

prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Helbiz Services or receive assistance from Helbiz support teams; and (b) if appropriate in its sole discretion, Helbiz may communicate to other users or third parties that your Account has been terminated, blocked, suspended, deactivated, or cancelled, and why this action has been taken.

6.5 Survival of certain terms. Provisions that by their nature are intended to survive the termination of this Agreement or your use of the Helbiz Services will survive, including but not limited to those on "Assumption of Risk, Releases, and Disclaimers of Warranties" (Section 9) and "Binding Arbitration and Class Action Waiver" (Section 10).

7. MESSAGING, SMS OR TEXT MESSAGES

By creating a Helbiz Account, you agree that Helbiz may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Helbiz Services or Helbiz Services. Such uses include, without limitation, to provide you with information you requested from Helbiz, to let you know about features, functions, improvements or changes to the Helbiz Services, or other aspects of your Helbiz Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Helbiz does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Helbiz at any time by contacting its team at ask@helbiz.com, though Helbiz may still send you messages that are required for the proper functioning of the Helbiz Services. If you do not wish to receive any messages from Helbiz, you must terminate your Helbiz Account and cease using the Helbiz Services. You acknowledge that opting out of receiving text (SMS) and/or email messages may impact your use of and ability to fully use the Helbiz Services.

8. YOUR LICENSE TO USE THE HELBIZ SERVICE

Subject to your continuing compliance with these Terms, Helbiz grants you a limited, non-exclusive, revocable, non transferable, and non-sublicensable license to reproduce and display content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Helbiz Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Helbiz Services or any content contained on Helbiz App ore related website, except as expressly permitted in this Agreement. No licenses or rights are

granted to you by implication or otherwise under any intellectual property rights owned or controlled by Helbiz or its licensors, except for the licenses and rights expressly granted in these Terms. Any rights not expressly granted herein are reserved by Helbiz and Helbiz's licensors.

9. ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTIES THIS SECTION CONTAINS PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

9.1 Assumption of Risk. You acknowledge and agree that riding a Vehicle and use of the Helbiz Service is an inherently dangerous activity that involves both obvious and non-obvious risks of physical harm, including the risk of death and disability to you and others, as well as damage to property and person, and that these types of risks can be unforeseeable and sometimes cannot be avoided. You are solely responsible for any and all injury or damage caused by your use of a Vehicle, the Helbiz Services and/or any related equipment or services that are a part of, relate to or concern your use of a Vehicle, regardless of whether the injury or damage is caused to yourself or to others. You therefore assume full and complete responsibility for your use of a Vehicles or the Helbiz Services and agree that Helbiz is not responsible for any injury, damage, harm or cost that you cause that is related to or arises out of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your cost that you cause that is related to or arises out of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your use of an equipment or services that are a part of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your use of a Vehicle or the Helbiz Services including damage to the Vehicle itself.

9.2. Limitation on Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE HELBIZ SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE OR THE HELBIZ SERVICES, REMAINS WITH YOU. NEITHER HELBIZ NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE HELBIZ SERVICES, INCLUDING THE VEHICLES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE HELBIZ SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE HELBIZ SERVICES; (IV) ANY AND ALL USES OF THE HELBIZ SERVICES INCLUDING THE WEBSITE, MOBILE APPLICATION, PRODUCTS AND SERVICES (INCLUDING THE VEHICLES) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE HELBIZ SERVICES

INCLUDING THE VEHICLES, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HELBIZ HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL HELBIZ'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH HELBIZ, THIS AGREEMENT, YOUR USE OF THE HELBIZ SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO HELBIZ IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HELBIZ AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9.3. Disclaimer of Express and Implied Warranties. HELBIZ'S WEBSITE AND MOBILE APPLICATION, ALL OF THE SERVICES, VEHICLES AND ANYTHING RELATING TO YOUR USE OF A VEHICLE ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" AND YOU USE THEM SOLELY AT YOUR OWN RISK. HELBIZ DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY VEHICLE, ANY HELBIZ SERVICE OR THAT ANY VEHICLE OR ANYTHING RELATING TO YOUR USE OF A VEHICLE WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, HELBIZ DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9.4. Release of Liability. You acknowledge that use of Helbiz's Vehicles and any related equipment or materials, is an inherently dangerous recreational activity. You, on behalf of yourself, your family, your heirs, your agents, your affiliates, your representatives, your successors, your guardians and your assigns (collectively the "Releasing Parties"), agree to release Helbiz and the Released Parties (as defined below) from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether known or

unknown, contingent or vested, in law or in equity, including but not limited to, property loss or damage, personal injury or loss of life, based on direct or vicarious liability, and regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a scooter, any Helbiz Service, Helbiz website and/or Helbiz Materials; (b) relate to, are based on, concern, or arise out of any of the equipment that Helbiz provides to You (collectively the "Claims"). "Released Parties" as used herein means Helbiz, Inc., and each of their respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, investors, partners, directors, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to a general and complete release of all Claims and all Released Parties may plead the existence of this Release as a full and complete defense to any Claim.

You hereby acknowledge that you have been advised of and fully understand the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the use of Vehicles, equipment and anything relating to such use, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY, AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.

9.5. Indemnification. You agree to indemnify and hold Helbiz, its predecessors, successors, subsidiaries, affiliates, and each of its directors, shareholders, investors, employees and authorized agents harmless from and against all third-party claims arising out of or in any way relating to any injury, illness, death or loss of or damage to property allegedly suffered as a result of your use of the Helbiz Services including the Vehicles or anything that relates to or concerns your use of Helbiz Services, including the Vehicles.

10. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

10.1 Initial Dispute Resolution. The application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

10.2 Binding Arbitration. If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties' relationship with each other shall be finally settled by binding arbitration administered by a mutually agreed upon arbitrator or arbitration service. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Service are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Helbiz will pay the

additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties

understand that, absent this mandatory provision, they would have the right to sue in court and have a jury

trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. 10.3 Location. The arbitration will take place in New York City, New York or a mutually agreed upon location.

10.4 Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND HELBIZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

10.5 Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

10.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: 32 Old Slip, 32nd Floor, New York NY 10005. The notice must be sent within 30 days of your first use of Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Helbiz also will not be bound by them.

10.7 Changes to this Section. Helbiz will provide prior written notice of any changes to this section. Changes will become effective only prior written notice and will apply prospectively only to any claims arising aer the notice period.

11. FEEDBACK

By sending Helbiz any feedback, comments, questions, or suggestions concerning Helbiz or Helbiz Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending Helbiz any Feedback, you further (i) agree

that Helbiz is under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that Helbiz may have something similar to the Feedback already under consideration or in development, (iii) grant Helbiz an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit the Feedback, and (iv) irrevocably waive, and cause to be waived, against Helbiz and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Helbiz Account or termination of the Helbiz Services, if any.

12. Additional Terms of Use

12.1 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) Vehicle is not returned within 24 consecutive hours, (b) Vehicle's GPS unit is disabled, (c) Vehicle is parked on private property, in a locked area, or in any other non-public space for more than ten minutes aer a ride ends, (d) Vehicle moved from the dock aer a rental has ended and Helbiz believes such movement was not caused by another rider or authorized third party, or (d) other facts and circumstances that suggest to Helbiz in its reasonable, good faith determination that a Vehicle has been lost or stolen. Helbiz and you agree that the last rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Helbiz in its reasonable, good faith determination. If Helbiz deems a Vehicle lost or stolen, Helbiz shall have the authority to take any and all actions it deems appropriate (with respect to the last rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Service's computer is conclusive evidence of the period of use of a Vehicle by a rider.

12.2 Vehicle Routes. You agree that Helbiz does not provide or maintain places to ride Vehicles, and that Helbiz does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, Vehicle lanes, and Vehicle routes may become dangerous due to weather, traffic, or other hazards.

12.3 Limitations on Availability of Service. Helbiz makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances (including blackouts and internet service provider, network and soware errors and viruses) might prevent Helbiz from providing the Service. Access to the Service is also conditioned on the availability of Vehicles as well as availability of internet or data services or other factors outside of Helbiz's control. Helbiz does not represent or warrant the availability of any Service or the availability of any Vehicle at any time. You

agree that Helbiz may require you to return a Vehicle at any time. You agree that if you have a subscription under Section 3.3 and are unable to use a Vehicle for the reasons stated above you shall not be entitled to a refund for those occasions when you are not able to use a Vehicle.

12.4 License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, you do hereby knowingly, voluntarily, and irrevocably: (1) give your full and unconditional consent to Helbiz and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, your appearance and voice in photographs, videos, and other recordings related to your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Helbiz and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record your appearance and voice related to your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Helbiz may decide in its sole and absolute discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge Helbiz and all Released Parties from all Claims that you have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by you in this paragraph.

12.5 Access License. Subject to your strict compliance with this Agreement and the Additional Terms, Helbiz grants you a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless Device, or other Internet enabled Device (each, a "Device") for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose

without Helbiz's express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by Helbiz to you. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Helbiz's sole and absolute discretion, and without advance notice or liability.

12.6 Copyright and Ownership. All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Helbiz, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Helbiz or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

12.7 Trademarks/No Endorsement. All trademarks, service marks and trade names of Helbiz used herein (including but not limited to: HELBIZ name, HELBIZGO name, HELBIZBIKE name, Helbiz corporate logo, the Services name, the Services design, and/or any logos) (collectively "Marks") are trademarks or registered trademarks of Helbiz or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Helbiz trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Helbiz's prior written consent. You shall not use Helbiz's name or any language, pictures or symbols which could, in Helbiz's judgment, imply Helbiz's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

12.8 Solicited Submission Policy. Where Helbiz has specifically invited or requested submissions or

comments, Helbiz encourages you to submit content (e.g., comments to blog posts, participation in

communities, tips, etc.) to Helbiz that they have created for consideration in connection with the Helbiz Website and Helbiz App ("User Submissions"). User Submissions remains the intellectual property of the

individual user. By posting content on Helbiz Website and Helbiz App, you expressly grant Helbiz a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereaer discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Helbiz shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

12.9 Inappropriate User Submissions. Helbiz does not encourage, and does not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent vour affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Helbiz will reject any User Submissions in which Helbiz believes, in its sole and absolute discretion, that any such activities have occurred. If notified by you of a submission that allegedly violates any provision of this Agreement, Helbiz reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

12.10 Inappropriate Material. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriation third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or "spam" on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that Helbiz may have at law or in equity, if Helbiz determines, in its sole and absolute discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Agreement, Helbiz may take any action Helbiz deems necessary to cure or prevent the violation, including, without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. Helbiz will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing Helbiz to disclose the identity of anyone posting such materials.

12.11 Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without Helbiz's express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in Helbiz's sole and absolute discretion an unreasonable or disproportionately large load on Helbiz's infrastructure; (ii) interfere or attempt to interfere

with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures Helbiz may use to prevent or restrict access to the Services.

12.12 Right to Takedown Content. Except as disclosed in Helbiz's Privacy Policy, Helbiz will not monitor, edit, or disclose the contents of your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Helbiz or the Services; (2) protect and defend the rights or property of Helbiz, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of Helbiz's users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Helbiz shall have no obligation to prescreen any such content. However, Helbiz shall have the right in your sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, Helbiz shall have the right to remove any material that Helbiz finds to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.

12.13 User Published Content. User published Content and User Submissions do not represent the views of Helbiz or any individual associated with Helbiz, and Helbiz does not control this Content. In no event shall you represent or suggest, directly or indirectly, Helbiz's endorsement of user published Content. Helbiz does not vouch for the accuracy or credibility of any user published Content on Helbiz's Services or User Submissions published through Helbiz's Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Helbiz's Services, You assume all associated risks.

12.14 Third Party Links. From time to time, the Services may contain links to websites that are not owned, operated or controlled by Helbiz or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. Neither Helbiz nor any of its respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither Helbiz nor any of its respective affiliates endorse, guarantee, or make any representations or warranties regarding any other

websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from the Services, you do so entirely at your own risk.

12.15 Transactional Partners. In some cases, Helbiz partners with another company to co-promote their services within Helbiz's Services. In these cases, you are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their agreements are posted. When using these partner pages, you are bound by the partner Agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, Helbiz's Agreement will prevail.

12.16 Representations and Warranties. You represent that you are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. you represent that you have read, understood, agree with, and will abide by the terms of this Agreement. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Helbiz all of the rights granted herein; and (b) Helbiz's use of your user submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

12.17 Choice of Law; Venue. Any dispute that arises out of or relates to this Agreement or the breach thereof that is not governed by the mandatory arbitration agreement, shall be governed by the law of the State of New York without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in New York for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 10 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

12.18 Notices. You must provide any notice required in accordance with this Agreement via your Account or the following email address: ask@helbiz.com, except in cases where this Agreement directs communications to a more specific email address. Helbiz's routine communications regarding the Helbiz Services and any legal notices will be sent to you either electronically (via your Account, your email address on record or by text message to your mobile device using the number you provided), by United States mail or by courier, except that Helbiz may give notice of an amendment to the Agreement by posting the notice on Helbiz Website, your Account, or by email to the email address on record.

12.20 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Helbiz without restriction. Any assignment attempted to be made by you in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Helbiz to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Helbiz of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

12.19 Data Breach Notification. Notwithstanding your determination to opt-out of receiving electronic messages or cease use of the Helbiz Services, you agree that in the event an incident occurs in which a third party obtains unauthorized access to your personal data provided to Helbiz, you agree that should Helbiz become legally obligated to provide notice of such unauthorized access, then Helbiz may provide such notice to you electronically by using the email address or mobile telephone number provided by you. Helbiz may freely assign this Agreement and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

12.21 Severability. If any part of this Agreement other than the arbitration provision and class action waiver set forth in Section 12, above, is found invalid or unenforceable by a court of competent jurisdiction, then if practicable, the parties will substitute a valid provision that most closely approximates the intent and economic effect of theinvalidprovision(s). If Practicable Substitution Cannot Nemade, then the parties agree to sever the invalid provision(s), leaving the remainder of the Agreement in full force and effect.

12.22 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet or cellular data, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

12.23. Entire Agreement. This Agreement (including any terms and conditions or policies incorporated herein) constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Helbiz is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Helbiz.

12.24 Third-Parties. You agree that, except as otherwise expressly provided in this Agreement, you have no third-party beneficiaries to this Agreement. The Services may be made available or accessed in connection with services and content (including advertising) controlled by third parties with different terms of use and privacy policies. Helbiz does not endorse these third party services and content and Helbiz is not responsible or liable for any of their products or services. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry Limited (or similar entities) will be a third-party beneficiary to these Terms if you access the Services using applications developed for Apple iOS, Android, Microso Windows, or Blackberry-powered mobile devices (or the devices of such other similar entities), respectively. These third-party beneficiaries are not parties to this Agreement and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these applications devices is subject to terms set forth in their respective terms of service and privacy policies.

12.25 Sections. The section titles in the Terms are for convenience only and have no legal or contractual effect.

12.26 Contact Helbiz. Helbiz is always here to help, and there are many ways to reach Helbiz. you can reach the Helbiz customer support team at +1 (619) 313-5812 through email at ask@helbiz.com, through Helbiz's website at https://helbiz.com/, or through the "report an issue" section of Helbiz App. You can even reach Helbiz by mail at 32 Old Slip, 32nd Floor, New York, NY 10005.

12.27 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and

updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. Helbiz does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices.

In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of the Section "ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTY", and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

Note: Sections relevant to consumer data and consumer legal are highlighted in blue

HELBIZ, INC. USER AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT. THESE TERMS AND CONDITIONS ("TERMS") CONSTITUTE A LEGALLY BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND HELBIZ, INC., THAT GOVERNS YOUR ACCESS TO AND USE OF ANY AND ALL PRODUCTS AND SERVICES THAT WE PROVIDE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL USE OF HELBIZ'S PRODUCTS AND SERVICES, INCLUDING ACCESS OF OR USE OF SCOOTERS, OR ACCESS TO THE WEBSITE OR ACCESS TO THE MOBILE APPLICATION, AND/OR ANY PRODUCT OR SERVICE RELATED TO USE OF ITS SCOOTERS, IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE USING THE SERVICES.

1. SCOPE OF AGREEMENT

12.28 Your Personal Information. Helbiz's collection and use of personal information in connection with the

Services is set forth in the Privacy Policy found on Helbiz's website. Helbiz and/or its third-party contractors monitor the location, charge (for electric Vehicles) and fuel status, odometer and other driving information (for car-sharing vehicles), and Helbiz may collect information regarding your use of the Services, subject to Helbiz's Privacy Notice.

ARBITRATION NOTICE: THIS AGREEMENT REQUIRES THAT ALL DISPUTES BE RESOLVED INDIVIDUALLY BY BINDING ARBITRATION. IT ALSO INCLUDES A CLASS ACTION WAIVER. THE ARBITRATION CLAUSE, THEREFORE, AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY. YOU HAVE A RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE "RIGHT TO OPT OUT" SECTION.

Helbiz provides powerful micro-mobility solutions for urban areas around the world. Since we know that small trips add up, we are proud that our eco-friendly electric scooters and electric city bikes help to reduce our collective carbon footprint while offering a convenient transportation solution. This User Agreement and Terms of Service (collectively, the "Agreement") is a legally binding agreement between you ("you," "your," or "Rider") and Helbiz, Inc., ("Helbiz" "we," "us," or "our"). This Agreement states the material terms and conditions that governs your use of Helbiz Services (defined below)

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute this "Agreement" between you and us. Our services are comprised of the following: (1) Helbiz mobile application ("Helbiz App") and related website, (2) Our electronic scooters and electric city bikes (collectively referred to as "Vehicle" or "Vehicles"), and (3) all other related equipment, personnel, services, applications, websites, and information provided or made available by Helbiz (collectively referred to as "Helbiz Services" or "Services").

We agree to allow you to rent the Vehicles, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to your use of the Services (in each such instance, and collectively, "Additional Terms"). The Additional Terms are incorporated into this Agreement by this reference. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional

Terms expressly state otherwise. By using the Services, you acknowledge and accept the Helbiz Privacy Policy, and consent to the collection and use of your data in accordance with that Privacy Policy.

2. RENTAL AND USE OF PRODUCTS

2.1 Rider is Sole User. Helbiz and Rider are the only parties to this Agreement. Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that, when you activate a Vehicle, the Vehicle must be used only by you. You must not allow others to use a Vehicle that you have activated.

2.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old and that Rider is thus legally able to enter this contractual Agreement. Helbiz does not authorize or agree to the use of the Vehicle by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service. Operation or use of Vehicle product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Helbiz, which advises and recommends that any rider must check local laws applicable to scooter use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

2.3 Rider is a competent operator, physically and mentally fit to ride Vehicle. Rider represents and certifies that he/she is familiar with the operation of the Vehicle and is reasonably competent and physically fit to ride the Vehicle. Persons with any mental or physical conditions that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Vehicles or similar products. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust your riding behavior

and braking distance to suit the weather and traffic conditions, and are also advised to recognize that riding in low visibility conditions decreases your ability to see and be seen, thus enhancing risks of injury associated with the use of riding products, especially on public streets and around vehicles or pedestrians.

2.4 The Vehicle is the Exclusive Property of Helbiz. Rider agrees that the Vehicle and any equipment attached thereto, at all times, remains the exclusive property of Helbiz. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other equipment of Helbiz in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other equipment of Helbiz for any advertising or similar commercial purpose.

2.5 Operating Hours and Availability. Rider agrees and acknowledges that the Vehicles are available during specific operating hours established for each market in which Vehicles are offered. Such operating hours will be communicated clearly in the Helbiz App within each market. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles is limited and availability is never guaranteed.

2.6 Use and/or Operation only in electronically restricted areas. Rider agrees to only use, operate and/or ride the Vehicle in electronically restricted areas. Vehicles may be equipped with capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Vehicle's electronically restricted range.

2.7 Rider Must Follow Laws Regarding Use and/or Operation of Motorized Scooters on Public Land. Rider agrees to follow all laws pertaining to the use, riding and/or operation of motorized scooters, including all state and local laws and the rules and regulations pertaining to such motorized scooters in the area where you are operating the Vehicle, including without limitation any helmet laws. There is no "universally applicable" federal law governing operation of motorized scooters and laws therefore can and do differ in different locales.

2.8 Prohibited Acts. Rider agrees to the following

Both hands are required to safely operate a Vehicle – you must not ride a Vehicle while carrying any briefcase, backpack, bag, or other item if it impedes your ability to operate the Vehicle safely.

While riding a Vehicle, you must not use any cellular telephone, text messaging device, portable music player, or other device that may distract you from safely operating the Vehicle. You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to safely operate a Vehicle.

You must not ride with a second person on a Vehicle.

You may not do anything to the Vehicle that impedes a subsequent authorized rider from using it. The Vehicle must be parked at a lawful parking spot. Vehicles cannot be parked on private property or in a locked area or in any other non-public space. It must be visible to Helbiz's service staff for collection, recharging, etc.

2.9 Vehicle is Intended for Only Limited Types of Use. The Vehicle is intended for use on flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.

2.10 Weight Limit. You must not exceed the maximum weight limit for the Vehicle of 250 pounds.

2.11 No Tampering. You must not tamper with, disassemble, or attempt to gain unauthorized access to the Vehicle. You must not use the AA or other equipment of Helbiz other than for purposes of using a Vehicle pursuant to this Agreement.

2.12 Reporting of Damage or Crashes. Rider must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Helbiz as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she may be held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

2.13 Rider Responsibility for Use and Damage. Rider agrees to return the Vehicle to Helbiz in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

2.14 Rider Responsibility to lock the Vehicle. If the Vehicle has a retractable or removable lock, Rider is responsible for securing the Vehicle to a bicycle rack or other appropriate and lawful location using the lock to protect against the Vehicle unless another method of locking is explicitly permitted by the system rules applicable in Rider's market. Rider agrees to ensure that when a Vehicle is not in use the retractable or removable lock is at all times securely attached to the Vehicle, if removable, and a proper rack or other appropriate and lawful location and not only to the Vehicle. You shall not leave any Vehicle unattended at any location at any time for any reason, unless it is secured as specified above. Rider shall not use any other locking mechanism other than what is provided by Helbiz. Rider/s shall not lock and/or leave the Vehicle in a location where it cannot be accessed by Helbiz, nor in a location outside the designated service area or in violation of any applicable law.

2.15 Availability and Usage of Vehicle. Rider agrees and acknowledges that Vehicles are not available all the time. Vehicles require periodic charging of their batteries in order to operate. Rider agrees to use and operate the Vehicle safely and prudently and comply with all restrictions and requirements associated with the Vehicles provided by Helbiz from time to time. Rider understands and agrees with each of the following:

• The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).

- The level of charging power at the time Rider initiates the rental or operation is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.
- It is Rider's responsibility to check the level of charge power in Helbiz App and to ensure that it is adequate for the ride before initiating operation.

• Helbiz does not guarantee the distance and/or time that Rider may operate the Vehicle before it loses charging power completely. A Vehicle may run out of charging power and cease to operate at any time during Rider's rental, including before reaching Rider's desired destination.

3. MESSAGING, SMS OR TEXT MESSAGES

By creating a Helbiz Account, you agree that Helbiz may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Helbiz Services or Helbiz Services. Such uses include, without limitation, to provide you with information you requested from Helbiz, to let you know about features, functions, improvements or changes to the Helbiz Services, or other aspects of your Helbiz Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Helbiz does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Helbiz at any time by contacting our team at ask@helbiz.com, though we may still send you messages that are required for the proper functioning of the Helbiz Services. If you do not wish to receive any messages from Helbiz, you must terminate your Helbiz Account and cease using the Helbiz Services. You acknowledge that opting out of receiving text (SMS) and/or email messages may impact your use of and ability to fully use the Helbiz Services.

4. YOUR LICENSE TO USE THE HELBIZ SERVICES

Subject to your continuing compliance with these Terms, Helbiz grants you a limited, non-exclusive, revocable, non transferable, and non-sublicensable license to reproduce and display content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Helbiz Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Helbiz Services or any content contained on Helbiz App ore related website, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Helbiz or its licensors, except for the licenses and rights expressly granted in these Terms

5. PROHIBITED USES OF THE VEHICLES
You agree that the following conduct relating to Vehicle is prohibited:

- Using a Vehicle in connection with a criminal act;
- Using a Vehicle with the intent to destroy public or private property or to cause injury or damage to persons or private property;
- Using a Vehicle with passengers or more than one person;
- Placing any bags or other tangible things on the handlebars which interferes with the proper and safe operation of a Vehicle;
- Failing to yield to pedestrians on the public right of way;

• Parking a Vehicle in any area that is prohibited by law or which interferes with the public use of public right of way;

- Parking a Vehicle in private areas without the permission of the owner or authorized representative of the private property;
- Taking a Vehicle out of a public area, for example, taking a Vehicle into a building or other structure without our express permission;
- Interfering or attempting to interfere, either directly or indirectly, with a Vehicle's GPS, wireless or other technology;
- Removing or attempting to remove any Helbiz system designed to track Vehicle location or ride duration;
- Attempting to or riding a Vehicle without payment through any device, scheme or artifice;
- Using a Vehicle to propel or tow any vehicle, trailer, or other object;

- Using a Vehicle to transport animals of any kind or nature or any other persons;
- Using a Vehicle to in any type of race or competition, or to perform tricks;

• Using a Vehicle while under the influence of drugs, alcohol, medication or any other substance capable of interfering with your judgment, reflexes or safe use of the Scooter;

• Using a Vehicle in a negligent or abusive manner or in a manner that is outside the scope of a Scooter's ordinary and intended functionality and purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);

• Using a Vehicle in inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate a Scooter;

• Using a Vehicle to while texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Vehicle that may distract from driving safely;

• Carrying any briefcase, backpack, bag or other item if that item impedes your ability to operate the Vehicle safely;

- Using any lock on a Vehicle other than the lock that Helbiz provides to you;
- Using a Vehicle in violation of any law;

• The foregoing list is not intended to be exhaustive and Helbiz expressly retains discretion to prohibit any unreasonable, unlawful or inappropriate use of a Vehicle.

6. ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTIES

THIS SECTION CONTAINS PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

6.1 Assumption of Risk. You acknowledge and agree that riding a Vehicle and use of the Helbiz Service is an inherently dangerous activity that involves both obvious and non-obvious risks

of physical harm, including the risk of death to you and others, as well as damage to property, and that these types of risks can be unforeseeable and sometimes cannot be avoided. You are solely responsible for any and all injury or damage caused by your use of a Vehicle, the Helbiz Services and/or any related equipment or services that are a part of, relate to or concern your use of a Vehicle, regardless of whether the injury or damage is caused to yourself or to others. You therefore assume full and complete responsibility for your use of a Vehicles or the Helbiz Services and agree that Helbiz is not responsible for any injury, damage, harm or cost that you cause that is related to or arises out of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your use of a Vehicle or the Helbiz Services including damage to the Vehicle itself.

6.2. Limitation on Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE HELBIZ SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE OR THE HELBIZ SERVICES, REMAINS WITH YOU. NEITHER HELBIZ NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE HELBIZ SERVICES, INCLUDING THE VEHICLES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE HELBIZ SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE HELBIZ SERVICES; (IV) ANY AND ALL USES OF THE HELBIZ SERVICES INCLUDING THE WEBSITE, MOBILE APPLICATION, PRODUCTS AND SERVICES (INCLUDING THE VEHICLES) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE HELBIZ SERVICES INCLUDING THE VEHICLES, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HELBIZ HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

IN NO EVENT WILL HELBIZ'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH HELBIZ, THIS AGREEMENT, YOUR USE OF THE HELBIZ SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO HELBIZ IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING

RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HELBIZ AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6.3. Disclaimer of Express and Implied Warranties. HELBIZ'S WEBSITE AND MOBILE APPLICATION, ALL OF THE SERVICES, VEHICLES AND ANYTHING RELATING TO YOUR USE OF A VEHICLE ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" AND YOU USE THEM SOLELY AT YOUR OWN RISK. HELBIZ DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY VEHICLE, ANY HELBIZ SERVICE OR THAT ANY VEHICLE OR ANYTHING RELATING TO YOUR USE OF A VEHICLE WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, HELBIZ DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

6.4. Release of Liability. You acknowledge that use of Helbiz's Vehicles and any related equipment or materials, is an inherently dangerous recreational activity. You, on behalf of yourself, your family, your heirs, your agents, your affiliates, your representatives, your successors, your guardians and your assigns (collectively the "Releasing Parties"), agree to release Helbiz and the Released Parties (as defined below) from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, including but not limited to, property loss or damage, personal injury or loss of life, based on direct or vicarious liability, and regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a scooter, any Helbiz Service, Helbiz website and/or Helbiz Materials; (b) relate to, are based on, concern, or arise out of any of the equipment that Helbiz provides to You (collectively the "Claims"). "Released Parties" as used herein means Helbiz, Inc., and each of their respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have

acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, investors, partners, directors, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to a general and complete release of all Claims and all Released Parties may plead the existence of this Release as a full and complete defense to any Claim.

You hereby acknowledge that you have been advised of and fully understand the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the use of Vehicles, equipment and anything relating to such use, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY, AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.

6.5. Indemnification. You agree to indemnify and hold Helbiz, its predecessors, successors, subsidiaries, affiliates, and each of its directors, shareholders, investors, employees and authorized agents harmless from and against all third-party claims arising out of or in any way relating to any injury, illness, death or loss of or damage to property allegedly suffered as a result of your use of the Helbiz Services including the Vehicles or anything that relates to or concerns your use of Helbiz Services, including the Vehicles.

7. BINDING ARBITRATION and CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING

YOUR RIGHT TO FILE A LAWSUIT IN COURT.

7.1 Initial Dispute Resolution. The application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their

best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

7.2 Binding Arbitration. If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties' relationship with each other shall be finally settled by binding arbitration administered by a mutually agreed upon arbitrator or arbitration service. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Service, including, but not limited to any claim that all or any part of these Terms of Service are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Helbiz will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location

The arbitration will take place in New York City, New York or a mutually agreed upon location.

Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND HELBIZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Litigation of Intellectual Property and Small Claims Court Claims Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Right to Opt Out Changes to this Section

8. FEEDBACK

By sending Helbiz any feedback, comments, questions, or suggestions concerning Helbiz or Helbiz Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit the Feedback, and (iv) irrevocably waive, and cause to be waived, against Helbiz and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Helbiz Account or termination of the Helbiz Services, if any.

9. Additional Terms of Use

9.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iv) good condition of the frame; (v) sufficient battery charge power; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Helbiz of any problems.

9.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) Vehicle is not returned within 24 consecutive hours, (b) Vehicle's GPS unit is disabled, (c) Vehicle is parked on private property, in a locked area, or in any other non-public space for more than ten minutes aer a ride ends, (d) Vehicle moved from the dock aer a rental has ended and Helbiz believes such movement was not caused by another Rider or authorized third party, or (d) other facts and circumstances that suggest to Helbiz in its reasonable, good faith determination that a Vehicle

has been lost or stolen. Helbiz and you agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: 32 Old Slip, 32nd Floor, New York NY 10005. The notice must be sent within 30 days of your first use of Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Helbiz also will not be bound by them. Helbiz will provide prior written notice of any changes to this section. Changes will become effective only prior written notice and will apply prospectively only to any claims arising aer the notice period. Helbiz in its reasonable, good faith determination. If Helbiz deems a Vehicle lost or stolen, Helbiz shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Service's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider/s must report Vehicle disappearance to Helbiz immediately or as soon as possible.

9.3 Helmets; Safety. Helbiz recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Rider agrees that none of Helbiz and its Released Parties are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

9.4 Vehicle Routes. Rider agrees that Helbiz does not provide or maintain places to ride Vehicles, and that Helbiz does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, Vehicle lanes, and Vehicle routes may become dangerous due to weather, traffic, or other hazards.

9.5 Limitations on Vehicle Rental. Rider agrees that Helbiz is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Helbiz provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

9.6 Limitations on Availability of Service. Helbiz makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Helbiz from providing the Service. Access to the Service is also conditioned on the availability of Vehicles. Helbiz does not represent or warrant the availability of any Service or the availability of any Vehicle at any time. Rider agrees that Helbiz may require Rider to return a Vehicle at any time.

9.7. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, you do hereby knowingly, voluntarily, and irrevocably: (1) give your full and unconditional consent to Helbiz and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, your appearance and voice in photographs, videos, and other recordings related to your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereaer devised, throughout the world and in perpetuity; (2) grant to Helbiz and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record your appearance and voice related to your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Helbiz may decide in its sole and absolute discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge Helbiz and all Released Parties from all Claims that you have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by you in this paragraph.

9.8. Access License. Subject to your strict compliance with this Agreement and the Additional Terms, Helbiz grants you a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless Device, or other Internet enabled Device (each, a "Device") for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and

extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Helbiz's express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Helbiz's sole and absolute discretion, and without advance notice or liability.

9.9. Copyright and Ownership. All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Helbiz, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Helbiz or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

9.10. Trademarks/No Endorsement. All trademarks, service marks and trade names of Helbiz used herein (including but not limited to: HELBIZ name, HELBIZGO name, HELBIZBIKE name, Helbiz corporate logo, the Services name, the Services design, and/or any logos) (collectively "Marks") are trademarks or registered trademarks of Helbiz or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Helbiz trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Helbiz's prior written consent. You shall not use Helbiz's name or any language, pictures or symbols which could, in Helbiz's judgment, imply Helbiz's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

9.11. Solicited Submission Policy. Where Helbiz has specifically invited or requested submissions or comments, Helbiz encourages you to submit content (e.g., comments to blog posts, participation in communities, tips, etc.) to Helbiz that they have created for consideration in connection with the Helbiz Website and Helbiz App ("User Submissions"). User Submissions remains the intellectual property of the individual user. By posting content on Helbiz Website and Helbiz App, you expressly grant Helbiz a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Helbiz shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

9.12. Inappropriate User Submissions. Helbiz does not encourage, and does not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Helbiz will reject any User Submissions in which Helbiz believes, in its sole and absolute discretion, that any such activities have occurred. If notified by you of a submission that allegedly violates any provision of this Agreement, Helbiz reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

9.13. Inappropriate Material. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriation third party intellectual property or

could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or "spam" on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole and absolute discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Agreement, we may take any action we deem necessary to cure or prevent the violation, including, without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

9.14. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in our sole and absolute discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures we may use to prevent or restrict access to the Services.

9.15. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Helbiz or the Services; (2) protect and defend the rights or property of Helbiz, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Helbiz shall have no obligation to prescreen any such content. However, we shall have the right in your sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that wwe find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.

9.16. User Published Content. User published Content and User Submissions do not represent the views of Helbiz or any individual associated with Helbiz, and we do not control this Content. In no event shall you represent or suggest, directly or indirectly, Helbiz's

endorsement of user published Content. Helbiz does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Services and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Services, You assume all associated risks.

9.17. Third Party Links. From time to time, the Services may contain links to websites that are not owned, operated or controlled by Helbiz or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither we nor any of our respective affiliates, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from the Services, you do so entirely at your own risk.

9.18. Transactional Partners. In some cases, we partner with another company to co-promote their services within our Services. In these cases, you are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their agreements are posted. When using these partner pages, you are bound by the partner Agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, our Agreement will prevail.

9.19. Representations and Warranties. You represent that you are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. you represent that you have read, understood, agree with, and will abide by the terms of this Agreement. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Helbiz all of the rights granted herein; and (b) Helbiz's use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including,

without limitation, rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

9.20. Choice of Law; Venue. Any dispute that arises out of or relates to this Agreement or the breach thereof that is not governed by the mandatory arbitration agreement, shall be governed by the law of the State of New York without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in New York for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 12 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

9.21. Notices. You must provide any notice required in accordance with this Agreement via your Account or the following email address: ask@helbiz.com, except in cases where this Agreement directs communications to a more specific email address. Helbiz's routine communications regarding the Helbiz Services and any legal notices will be sent to you either electronically (via your Account, your email address on record or by text message to your mobile device using the number you provided), by United States mail or by courier, except that Helbiz may give notice of an amendment to the Agreement by posting the notice on Helbiz Website, your Account, or by email to the email address on record.

9.22. Data Breach Notification. Notwithstanding your determination to opt-out of receiving electronic messages or cease use of the Helbiz Services, you agree that in the event an incident occurs in which a third party obtains unauthorized access to your personal data provided to Helbiz, you agree that should Helbiz become legally obligated to provide notice of such unauthorized access, then Helbiz may provide such notice to you electronically by using the email address or mobile telephone number provided by you.

9.23. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Helbiz without restriction. Any assignment attempted to be made by you in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Helbiz to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Helbiz of any of the covenants, conditions, or agreements to be performed by you

shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Helbiz may freely assign this Agreement and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

9.24. Severability. If any part of this Agreement other than the arbitration provision and class action waiver set forth in Section 12, above, is found invalid or unenforceable by a court of competent jurisdiction, then if practicable, the parties will substitute a valid provision that most closely approximates the intent and economic effect of the invalid provision(s). If Practicable Substitution Cannot Nemade,then the parties agree to sever the invalid provision(s), leaving the remainder of the Agreement in full force and effect.

9.25. Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

9.26. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Helbiz is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Helbiz.

9.27. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to these terms and conditions contained herein.

9.28. Sections. The section titles in the Terms are for convenience only and have no legal or contractual effect.

9.29. Contact Helbiz. We are always here to help, and there are many ways to reach us. you can reach the Helbiz customer support team at +1 (619) 313-5812 through email at ask@helbiz.com, through our website at https://helbiz.com/, or through the "report an issue" section of Helbiz App. You can even reach us by mail at 32 Old Slip, 32nd Floor, New York, NY 10005.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of the Section "ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTY", and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

2) Within the app the user is presented with the terms upon registration and will always be able to find both terms and privacy policy under settings





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M - Images and Descriptions of Powered Scooter

Helbiz values the safety of its riders and the general public above all else. It takes a multi-pronged approach to ensuring best practices for safe micro mobility operations are followed. This begins with a safely designed, constructed, and rigorously tested device. Helbiz uses the Segway Max Pro 2.3, which is constructed with the highest-quality materials and is highly regarded for its safety and durability. Helbiz e-scooters will also include an integrated Bluetooth lock, highlighted in red in the picture in the next page. This feature allows e-scooters to be locked to a fixed object, such as a bike rack, parking meter or sign pole pursuant to local rules.



Dual hand brakes front electric brake, and rear mechanical drum brake utilize familiar bike brake levers.

Brightest headlight 3.5W LED headlight provides visibility up to 15 feet

Stronger Aluminum Frame reinforced aluminum frame is designed to handle the rigor of regular fleet use

Hydraulic Shock Absorption fork provides a smooth ride over potholes, cobblestone streets, and roadway bumps.

Dual Kickstand

provides stability in high-wind environments to minimize tip-overs.

Device weight	51.8 pounds
Maximum load	220 pounds
Length and width of the floorboard	40 inches long x 8 inches wide
Wheelbase distance	45.6 inches
Width and diameter of each wheel	Wheel: Width of 1.7 inches; Diameter of 6.5 inches Tire: Width of 2.3 inches; Diameter of 9.1 inches
Tire type	Gel filled pneumatic tires
Suspension type	Hydraulic damping suspension fork
Types of brakes used for front and rear wheels, including whether brake cables and housing are exposed or enclosed.	Dual braking system with independent electronic front and rear drum brakes Brake cables and housing are enclosed
Front and rear light specifications	Front: 3.5W LED/ Rear: 2W LED
Bell/horn	Bell: theft-proof, integrated on handlebar



N - Images and Descriptions of Mobile Application





The Helbiz App can be downloaded on Apple and Android phones

Sign up process



Insert email address to have user ID



Insert a password and confirm it entering the code sent to the new user's phone number



Choose an Account





Review all the safety rules before riding and accept T&Cs



Find a scooter near you



Find the closest scooter from your location



Scan QR Code to start riding



End your ride and rate it + Ride summary





Ride Summary

Comment something after rating if needed

O - Proof of Insurance

COI:

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Letter of support from our Insurance brokers committing on have in place the Cyber Liability Insurance before deploying any vehicles:

Willis Towers Watson III'I'III

March 26th, 2021

Attention:

City and County of San Francisco 1 South Van Ness Avenue San Francisco, CA, 94103

To Whom It May Concern:

My client, Helbiz Inc., is in the process of applying for a permit under the "Powered Scooter Share Program" in your city.

One of the requirements for securing the permit is to provide proof of both Professional Liability (\$1M each claim) and Cyber Liability (\$2M each claim) insurance.

As the insurance broker for Helbiz, Inc., I can confirm that we are actively seeking quotes on behalf of our client and hopefully should be in a position to provide the proof of insurance documents (ie. certificates of insurance) to you in short order.

Best,

Joe Hurley

Joe Hurley Practice Leader, Sharing and Gig Economy Willis Towers Watson

WillisTowers Watson IIIIIII

Appendix

(Appendix A.1.1):

Prüfbericht - Nr.: Test Report No.:	50226562 003			i te 1 von 31 age 1 of 31
Auftraggeber: Client:	Ninebot (Changzhou) 16F-17F, Block A, Buik Changzhou, Jiangsu, (ding 3, No.18,	Changwu Mid Rd, V	Wujin Dist.,
Gegenstand der Prüfung: Test item:	LI-ION BATTERY PAC	<		
Bezeichnung: Identification:	NEE1006-M, NEE1006-	M1	Serien-Nr.: Serial No.:	N/A
Wareneingangs-Nr.: Receipt No.:	A001006235-001 to -010 A001026356-001 to -000 A001033474-001		Eingangsdatum: Date of receipt:	2019-10-14
Prüfort: Testing location:	TÜV Rheinland (China) Room 303, 1st Area, Ch Economic Technologica	uang Xin Buildi		
Prüfgrundlage: Test specification:	UL 2271/ULC-S2271:20	18		
Prüfergebnis: Test Result:	Der Prüfgegenstand en The test item passed th			ındlage(n).
Prüflaboratorium: Testing Laboratory:	TÜV Rheinland (Shenz 1F East & 2-4F, Cybio High-Tech Industrial Pa	Technology B	uilding No.1, No.16	
geprüft/ tested by: 2019-12-31 Jiawei Liu / Projec	t Engineer	2020-01-08	Jason Tang / TC	on Zong
Datum Name/Stellu Date Name/Positio		Datum Date	Name/Stellung Name/Position	Unterschrift Signature
Sonstiges/ Other Aspects: This report is based on repo 1. Add new model NEE1006 connector added for NEE10 2. Change factory "YiBin Fut Ltd.", details see factory info	i-M1, only different betwee 06-M1, no any other differ turepath New Energy Co.,	en NEE1006-M rent.	and NEE1006-M1 is	
F(ail) = ents	pricht Prüfgrundlage pricht nicht Prüfgrundlage t anwendbar	Abbrevia	F(ail) = faile	



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Test item particulars:	
Information about the product needed to establish a correct test program, such as product mobility, type of power connections and similar.	(Test item particulars are selected by the TRF Originator base on the requirements in the standard)
Designation	NEE1006-M, NEE1006-M1
Nominal voltage	36VDC
Rated capacity	15300mAh
Maximum charge voltage:	42V
Maximum charge current	6000mA
Final voltage	27.5V
Max Ambient Temperature	0-50 ℃ (discharging), 0-40 ℃ (charging)
Manufacturer's charge method	Charging the battery with 3060mA constant current until 42V, then constant voltage until the charge current reduces to 500mA at ambient $25 ^{\circ}{ m tm} 2 ^{\circ}{ m C}$.
Sample No	
Possible test case verdicts:	
Test case does not apply to the test object	N(/A)
Test object does meet the requirement	P(ass)
Test object does not meet the requirement	F(ail)
Testing:	
Date of receipt of test item	2019-10-14
Date(s) of performance of tests	2019-10-14 to 2019-12-10
General remarks:	
This report shall not be reproduced, except in full, with	nout the written approval of the testing laboratory.
The test results presented in this report relate only to	the object tested.
"(see remark #)" refers to a remark appended to the r	eport.
"(see appended table)" refers to a table appended to Throughout this report a point is used as the decimal	





100



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Report No.: 50226562 003

Summary of testing:

The Rechargeable Lithium Battery is evaluated in this test report per the following test items according to UL 2271/ULC 2271:2018.

For add new model NEE1006-M1, metal enclosure and new connector added, clause 24, 26 and 41 tested as verification.

All other test data and product information refer to orignal report 50226562 001 and report 50226562 002.

Test items:

Clause(s)	<u>Test(s)</u>	<u>Remark</u>
24	Short Circuit Test	
26	Temperature Test	
41	Label Permanence Test	

Description of the product:

See report 50226562 001 and report 50226562 002 for detail.

Factory location :

Sichuan Junchang Intelligent Technology Co., Ltd. No.29 West Section of Xinggang Road, Lingang Economic and Technological Development zone, Yibin City, Sichuan Province, China

Huizhou Desay Battery Co., Ltd. No.15 Zone, Zongkai Hi-Tech industry Development Zone, Huizhou, Guangdong, China

FUJIAN EINCIO POWER TECHNOLOGY CO., LTD 3F, Lane16, Juyuanzhou Industrial Zone, No.618 Jinshan Road, CangShan District, Fuzhou, China



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	UL 2271		
Clause	Requirement + Test	Result - Remark	Verdict
8	Metallic Parts Resistance to Corrosion	Plastic enclosure used for NEE1006-M1	Р
8.1	Metal EESA enclosures shall be corrosion resistant. A suitable plating or coating process can achieve corrosion resistance.	Metal enclosure evaluated according to UL 50E, aluminium and stainless steel used, comply with the indoor and outdoor corrosion requirements	Ρ
8.2	Metallic EESA enclosures may be provided with an insulating liner to prevent shorting of live parts to the enclosure. If using an insulating liner for this purpose, the insulating liner shall consist of non-moisture absorbent materials that have a temperature rating suitable for temperatures within the pack during operation.		N/A
8.3	Conductive parts in contact at terminals and connections shall not be subject to corrosion due to electrochemical action. Combinations above the line in Table B.1 of Annex B shall be avoided.		N/A
24	Short Circuit Test		Р
24.1	This test evaluates a DUT's ability to withstand a short circuit condition.		Р
24.2	A fully charged sample of the DUT is to be short-circuited by connecting the positive and negative terminals of the sample with a circuit load having a total resistance of less than or equal to 20 m Ω .		Ρ
24.3	Samples are to be subjected to an external short under a single fault condition in the protection circuit of the DUT that could impact the external short. Protective devices that have been determined reliable may remain in the circuit and circuits that have been determined reliable may remain active without being faulted as noted in 18.5.	Short circuit Q4.	Ρ
24.4	The sample shall be discharged until the sample has returned to ambient temperature or fire or explosion occurs. Temperatures shall be measured on the DUT for monitoring purposes.	See appendix table 24 for details.	Ρ
24.5	If the DUT is operational after the test, it shall be subjected to a minimum of one charge/discharge cycle at the manufacturer's maximum specified values. The test shall be followed by an observation period per 18.7.		Ρ
24.6	If a protective device in the circuit operates, the test is repeated at 90% of the trip point of the protection device or at some percentage of the trip point that allows discharging for at least 10 min.	F1/F3/F4 operated, the test is repeated at 90% of the trip point of the protection circuit.	Ρ
24.7	At the conclusion of the test and after cooling to near ambient, the samples that contain hazardous voltage circuits shall be subjected to a Dielectric Voltage Withstand Test or Isolation Resistance Test (without humidity conditioning).	Without hazardous voltage circuits.	N/A



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UL 2271 Requirement + Test Result - Remark Verdict Clause As a result of the short circuit test, any of the following 24.8 P results in (a) - (g) below are considered a non-compliant result. See also Table 3 and Section 22. a) E - Explosion; b) F - Fire; c) C - Combustible Concentrations (if applicable to technology); d) R - Rupture (enclosure); f(t) = 1 - Electrolyte Leakage (external to enclosure);f(t) = Electrolyte Leakage (external to enclosure);resistance limits or dielectric breakdown); g) P - Loss of protection controls. 26 Temperature Test P 26.1 Ρ This test is conducted to determine whether or not the modules and their cells are being maintained within their specified operating limits during maximum charge and discharge conditions of the EESA. During this test, it shall also be determined as to whether or not temperature sensitive safety critical components and temperature sensitive materials in the DUT are being maintained within their temperature ratings based upon the maximum operating temperature limits of the DUT. Temperatures on accessible surfaces, which may be contacted by the user, are also monitored. A fully discharged DUT (i.e. discharged to EODV) is to be Charging current: 6000mA 26.2 Ρ conditioned within a chamber set to the upper limit Upper limit charging charging temperature specifications of the EESA. After temperature: 40°C thermal stabilization in the chamber, the DUT is to be connected to a charging circuit input representative of See appendix table 26 for anticipated maximum charging parameters. The DUT details. shall then be subjected to maximum normal charging while monitoring voltages and currents on cells/modules until it reaches the manufacturer's specified fully charged condition. Temperatures shall be monitored on temperature sensitive components including cells and on any user accessible surfaces. 26.3 While still in the conditioning chamber, and after allowing Discharging current: Ρ temperatures to stabilize, the fully charged DUT shall 15000mA then be discharged in accordance with the Upper limit discharging manufacturer's specifications down to the manufacturer's temperature: 50°C specified end of discharge condition while monitoring voltage and current on cells/modules until the DUT reaches its specified EODV. Temperatures shall be monitored on temperature sensitive safety critical components including cells and on any user accessible surfaces. Ρ 26.4 The charge and discharge cycles are then repeated for a total of 5 complete cycles of charge and discharge. During the temperature test, the voltage and current 26.5 Ρ during discharge and charging of the component cells is monitored to determine that they are not outside of the specified cell manufacturer's operating region.



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UL 2271						
Clause	Requirement + Test	Result - Remark	Verdict			
26.6	The manufacturer's specified limits (voltage, current and temperatures measured) shall not be exceeded during the charging and discharging cycles. Temperatures measured on components shall not exceed their specifications. See Tables 4 and 5 for surface and component temperature limits.		Ρ			
26.7	At the conclusion of the observation period, the samples with hazardous voltage circuits shall be subjected to an Isolation Resistance Test (without humidity conditioning) or a Dielectric Voltage Withstand Test.	Without hazardous voltage circuits.	N/A			
26.8	As a result of the temperature test, any of the following results in (a) – (h) below are also considered a non- compliant result. See also Table 21.1 and Section 22. a) E – Explosion; b) F – Fire; c) C – Combustible Concentrations (if applicable to technology); d) R – Rupture (enclosure); e) L – Electrolyte Leakage (external to enclosure); f) V– Venting; g) S – Electric shock hazard (resistance below isolation resistance limits or dielectric breakdown); h) P – Loss of protection controls.		Ρ			
41	Label Permanence Test		Р			



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Critical Comp	onents		<u>R</u>	17.	12
Object/part No.	Manufacturer/ trademark	Type/ model	Technical data	Standard	Mark(s) of conformity
Wiring for Discharging	DONGGUAN ZHONGZHEN ELECTRONIC WIRE CO LTD	3135	14AWG, 200 ℃, 600Vac	UL 758 CSA-C22.2 No. 127	UL and CUL E355578
Wiring for Discharging (Alternative)	Interchangeble	Interchangeble	Minimum 14AWG, 80 °C, 300Vac	UL 758 CSA-C22.2 No. 127	UL and CUL
Wiring for Charging	XINYA ELECTRONIC CO LTD	3266	18AWG, 125 ℃, 300Vac	UL 758 CSA-C22.2 No. 127	UL and CUL E170689
Wiring for Charging (Alternative)	Interchangeble	Interchangeble	Minimum 18AWG, 80 ℃, 300Vac	UL 758 CSA-C22.2 No. 127	UL and CUL
Enclosure	LG CHEMICAL LTD	LUPOY GN- 5001RF (T)	V-0, Thickness min. 1.5mm	UL 94 ANSI/UL 746C CSA-C22.2 No. 0.17	UL and CUL E67171
Enclosure (alternative)	Interchangeble	Interchangeble	V-0, Thickness min. 1.5mm	UL 94 ANSI/UL 746C CSA-C22.2 No. 0.17	UL and CUL
Metal enclosure (for NEE1006- M1)	Interchangeble	Interchangeble	Aluminum 121*79*41mm, minimum thickness 2.5mm for front cover 407.2*121*79mm, minimum thickness 2mm for main part stainless steel 121*79*27mm, minimum thickness 2mm for back cover	UL 2272 UL 50E	Test with equipment
Fuse(F1,F3,F 4)	AEM COMPONENTS (SUZHOU) CO LTD	AF2	Rated 65V, F20A	UL 248-1 UL 248-14 CSA-C22.2 No. 248-1- 00 CSA-C22.2 No. 248-14- 00	UL and CUL E232989



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Fuse(F2)	AEM COMPONENTS (SUZHOU) CO LTD	AF2	Rated 65V, F15A	UL 248-1 UL 248-14 CSA-C22.2 No. 248-1- 00 CSA-C22.2 No. 248-14- 00	UL and CUL E232989
MOSFET (Q4, Q5, Q12, Q13, Q14)	Excelliance MOS Corporation	EMD03N06HS	VDS= 60V, VGS= ±20V, Id= 97A	UL 2271 ULC 2271	Test with equipment
Alternative	Silicongear Corporation	SG60N03LQ	VDS= 60V, VGS= ±20V, Id=100A	UL 2271 ULC 2271	Test with equipment
Alternative	WUXI NCE POWER CO., Ltd.	NCEP6090AGU	VDS= 60V, VGS= ±20V, Id=90A	UL 2271 ULC 2271	Test with equipment
Alternative	Matrix Microtech	MTDC6974X-5	VDS= 65V, VGS= ±20V, Id=100A	UL 2271 ULC 2271	Test with equipment
MOSFET (Q10, Q18)	Excelliance MOS Corporation	EMB20P06A	VDS= -60V, VGS= ±20V, Id= - 40A	UL 2271 ULC 2271	Test with equipment
Alternative	WUXI NCE POWER CO., Ltd.	NCE60P65K	VDS= -60V, VGS= ±20V, Id= - 65A	UL 2271 ULC 2271	Test with equipment
Alternative	FORCE MOS TECHNOLOGY CO.,LTD	ME50P06	VDS= -60V, VGS= ±20V, Id= - 61A	UL 2271 ULC 2271	Test with equipment
Thermal sensor	YANGZHOU TEMGUARD ELECTRIC CO LTD	KY11-KS70	70±5°C	UL 873, ANSI/UL 60730-1, CSA-C22.2 No. 24-93	UL and CUL E340464
Thermal sensor (alternative)	YANGZHOU BAOHU ELECTRONIC TECHNOLOGY CO LTD	BH02	70±5°C	ANSI/UL 60730-1 ANSI/UL 60730-2-9 CAN/CSA- E60730-1 CAN/CSA- E60730-2-9	UL and CUL E489615
Thermal sensor (alternative)	HUAI'AN BOK ELECTRICAL APPLIANCES CO LTD	BK05-BB5D- A70K	70°C	ANSI/UL 60730-1 ANSI/UL 60730-2-9 CAN/CSA- E60730-1 CAN/CSA- E60730-2-9	UL and CUL E489615



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NTO	EVOENOE				
NTC	EXSENSE ELECTRONICS TECHNOLOGY CO LTD	DT103@3435	Resistance: 10KΩ, Temperature: 150 ℃	ANSI/UL 60730-1 ANSI/UL 60730-2-9 CAN/CSA- E60730-1 CAN/CSA- E60730-2-9	UL and CUL E476416
NTC (alternative)	DONG GUAN SENSICOM ELECTRONICS TECHNOLOGY CO LTD	SNS103B23435F E1L070E30 SNS103B23435F E1L210E30	Resistance: 10KΩ, Temperature: 150 ℃	ANSI/UL 60730-1 ANSI/UL 60730-2-9 CAN/CSA- E60730-1 CAN/CSA- E60730-2-9	UL and CUL E318986
IC(U1)	Texas Instruments	BQ7693003DBT R	OVP: 4.20 ± 0.05V UVP: 2.80±0.05V	UL 2271 ULC 2271	Test with equipment
IC(U4, U5)	Texas Instruments	BQ771802DPJ	Overcharge detection voltage: 4.225±0.010V	UL 2271 ULC 2271	Test with equipment
Cell	LG CHEM, LTD.	INR18650M26	3.6VDC, 2600mAh Max. discharge current 10A	UL 1642	UL MH19896
Cell (alternative)	EVE ENERGY CO LTD	ICR18650/26V	3.68VDC, 2550mAh Max. discharge current 7.5A	UL 1642	UL MH28717
Connector for Discharging	CHANGZHOU AMASS ELECTRONICS CO LTD	XT60U-F	PA66, V-0, -20~120°C 30A, 500V	UL 1977 CSA-C22.2 No. 182.3	UL and CUL E482722
Connector for Charging	DONGGUAN FULANG CONNECTOR MANUFACTURIN G CO LTD	FU4201H0-2P-K- HF	PA66, V-0 9A, 300V	UL 1977 CSA-C22.2 No. 182.3	UL and CUL E496848
Connector for Charging (alternative)	MOLEX L L C	5557-02R2	PA66, V-0 9A, 300V	UL 1977 CSA-C22.2 No. 182.3	UL E29179 CSA 213804
Connector for Charging (alternative)	Interchangeable	Interchangeable	9A, 300V or better PA66, V-0 or better	UL 1977 CSA-C22.2 No. 182.3	UL and CUL
Connector for charging and discharging (for NEE1006- M1)	KUNSHAN JULET ELECTRONIC CO LTD	JL-F-Z84225AM	PA66,V-0,48V,30A	UL 1977	UL E506315
PCB	SHEN ZHEN JIRUIDA CIRCUIT TECHNOLOGY CO LTD	JDR-SR	V-0, 130°C	UL 94 UL 796	UL and CUL E340032


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PCB (alternative)	SUNKING CIRCUITS ELECTRONICS CO LTD	SK-05	V-0, 130°C	UL 94 UL 796	UL and CUL E340032
PCB (alternative)	Interchangeable	Interchangeable	V-0, 130°C	UL 94 UL 796	UL and CUL
Pouring sealant (optional)	GUANGZHOU HUITIAN NEW MATERIAL CO LTD	5297	V-0 Max temperature 150°C	UL 94 ANSI/UL 746C CSA-C22.2 No. 0.17	UL and CUL E306078
Pouring sealant (optional)	GUANGZHOU BAIZHUANG COMPOSITE MATERIAL CO LTD	3900	V-0 Max temperature 105°C	UL 94 ANSI/UL 746C CSA-C22.2 No. 0.17	UL and CUL E352175



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24	TABLE: Short circuit test	P
Ambien	t temperature: 21.3°C	
Sample		A001026356-001
OCV be	fore test	41.18V
Dischar	ge current	54A
OCV af	er test	1.8V
Resista	nce of conductor	16.2m Ω
Device	single faulted	Short circuit Q5
Temper	ature	
Cell boo	ly	60.8°C
Connec	tor	65.0°C
PCB ne	ar Q5	132.9°C
Charge	wire	82.1°C
Dischar	ge wire	128.5°C
Suppler	nentary information:	

26	TABLE: Temperature	e Test			Р
	Sample No.	A001026356-002	A001033474-001 (pouring sealant)		Limit
Cell boo	dy 1	55.9	57.0	-	75°C
Cell boo	dy 2	55.9	57.3	<u></u> 7	75°C
PCB		61.0	55.6		130°C
MOS		61.0	57.0		130°C
Pack su	urface	50.4	53.7		75°C
Wire (cł	harge)	50.4	51.6		75°C
Wire (di	ischarge)	50.4	54.7		75°C
Ambien	t	50.1	50.1		
Max Cu	rrent measured on cell	540/1505mA	540/1500mA		2500/7500mA
Max Vo	Itage measured on cell	4.20	4.20		4.25

Supplementary information:

Charging temperatutre: 40°C; Discharge temperatutre: 50°C.

Output load temperature test: fully charged battery discharge with 15000 mA to endpoint voltage

Input load temperature test: fully discharged battery charge with 6000 mA to end off current

--End of Report--



(Appendix A.1.2)

Test results from a qualified independent lab demonstrating that each model scooter (including any adaptive model(s) to be included in fleet at service launch) put into service meets or exceeds California Vehicle Code § 21223 requirements will be provided in person with the rest of the documentation requested during the presentation of our e-scooter model to SFMTA on April 1st 2020.

(Appendix A.1.3)



A forthcoming helmet selfie feature rewards riders with trip credits for uploading a selfie while wearing a helmet prior to the start of a trip.



Instagram Post about Helmet Safety

(Appendix A.1.4)



Each hotspot on the map corresponds to a tip over, customer service parking complaint (via any channel), or non-compliant parking photo. Helbiz can leverage this data to target locations for parking corrals or hubs, geo-based push notifications, and good parking incentives.

(Appendix A.1.5)



This data taken from Washington D.C. shows the average time to respond to a tipped over scooter broken out by each ward. Tip over, repair, usage, and other data can be presented similarly depending on SFMTA priorities.

(Appendix A.1.6)



All riders must review these safe riding tutorial screens prior to starting their first three trips.

(Appendix A.1.7)



All vehicles are equipped with an audible alarm for the visually impaired. In addition, on the stem of each Helbiz e-scooter, there is a "Ride Safely" sticker with the toll-free number for Helbiz Customer Service and a sticker down by the footpad with the e-scooter's unique identification number. Both of

these stickers include braille characters. Since consulting with representatives from the disability community, Helbiz has learned that many visually impaired people do not read braille. As a result, Helbiz will soon replace the braille labels with new labels that use raised lettering, which will be legible to a greater number of visually impaired people.

(Appendix A.1.8)



Helbiz plans to incorporate an app feature developed by Skip to provide free trip credits to riders for correctly completing an in-app safe riding quiz.

"Carrot" Example Email

P Introducing Parking Rewards	Høy,
Hey there, Thanks for riding with Skip in D.C. We price ourselves in doing good by our communities, and we know you do too. Expectally good parking	Thanks for riding with Skip in D.C. We pride ourselves in doing good by our communities, and we know you do too. Especially responsible parking that keeps our sidewalks uncluttered and walkable!
that keeps our sidewalks unclutbred and walkable! That's why we are announcing the very linst program in D.C. that allows social riders to sam credits for parking welt. We call it Parking Rewards.	We've noticed that your last three rides have ended with parking jobs that are not in compliance with our guidelines. If your next few rides exhibit a simila pattern we will lock your account until completion of mandatory online training around responsible parking.
How does it work?	What is a good parking job?
 For every 3 skip rides you take, we'll check your parking If you do a good job we'll give you \$5 in credits* 	 Parked near the curb, off the street, or by a bike rack Out of pedestrian walkways Away from street corners, fire hydrants, bus stops, access points, and
What is a good parking job?	buildings. Basically, don't park by anything that blocks movement of
 Panked near the curb, off the street, or by a bike rack Out of pediatrian walkways Away from street coment, fire hydrants, bus stops, access points, and buildings. Basicality, don't park by anything that blocks movement of people or vehicles And verify you scootter parking by submitting your parking 	 And verify your scooler parking by submitting your parking photo in compliance with the above guidelines.
	Here are a few examples
Here are a few examples In the furniture zone and near the curb	Here are a few examples In the furniture zone and near the curb
A	In the furniture zone and near the curb
In the furniture zone and near the curb	
In the furniture zone and near the curb	In the furniture zone and near the curb

"Stick" Example Email

(Appendix A.1.9)

Linka Lock (<u>https://linkafleets.com/</u>):



(Appendix A.1.10)

Examples of Parking corrals/Pins implemented on our App from the City of Jacksonville and City of Miami FL





(Appendix A.1.11)

Layout of the warehouse and full Assembly inspection



Handleb	par	
1	Is the handlebar securely in place and free of defects (no bends, misalignments, or cracks)?	~
2	Are both grips present, secure, and free of defects (no heavy wear and tear)?	~
3	Is the bell present, secure, and functional?	~
4	Is the brake lever present, secure, and functional?	~
5	When pressed, does the lever engage the brake without bottoming out?	~
Cowling		
6	Is the display intact (unabridged, with no cracks or major scratches)?	~

7	Is the QR code assembly fully in place (4 screws and the plate), free of defects, and easily scannable?	~
8	Is top cowling free of defects and screwed in (secure when pulled from the placard)?	√
9	There should be no gap between top and bottom cowling. Is this correct?	~
10	Is placard in place and secure with both screws fully in and free of defects (no broken pieces, cracks, heavy scratches)?	1
11	Is the placard label present and fully legible?	~
12	Is the bottom cowling free of defects and screwed in (check the screws at the neck and tighten if needed)?	1
Stem		
13	Are both stem bolts present and secure (you should be able to lean on the handlebar and rotate without feeling any looseness)?	1
14	Is the stem unique identification number (UIN) visible?	~
15	Does stem UIN march QR code?	~
16	Is the stem free of cracks and major dents?	~
17	Stem should not have a lock cable. Is that the case?	~
18	Is lock module fully secured in with all screws all the way in and no visible defects?	~
19	Are the lock-to cable insert holes sealed?	~
20	Is the IOT module secured in with all screws all the way in and no visible defects?	~
21	If present, is the IOT module camera hold sealed?	~
22	Front wheel assembly is in good working order?	~
23	Is the front wheel fork fully secure in stem (pull up and make sure no gaps are discovered) and free of dents and cracks?	1
24	Is the front mudguard in place, secured to the fork, and free of cracks or major scratches?	~
25	Is the front wheel in place and free of any defects or abnormalities (no cracks, warpage, misalignments)?	1
26	Does the front wheel spin freely in place?	~
27	Is the flight limiter (turn angle stopper) securely in place with 2 screws fully in?	~
28	Does the flight limiter function correctly (limit the turn on both directions)?	~

Deck		
29	Is the headlug cover screwed down (cannot lift it) and does not move when handlebars are turned?	~
30	Is the headlug cover free of dents or cracks?	~
31	Is the headlug label in place, intact, and fully legible?	~
32	Is the kickstand present, free of defects, fully secure (does not lift or bend when standing on deck), and functional?	~
33	Are the deck lid and rear mudguard mats in place and secure?	~
34	Is the deck lid fully flush on the deck, with good seating, with all hinges present and no visible dents or defects?	~
35	Is the deck free of defects (no bends, cracks, or major dents)?	~
36	Open deck lid: is the compartment free of dents, cracks, debris, and water?	~
37	Are the battery pins straight, clean, and free of defects (no dents, misalignments, touching other pins)?	~
Rear Wh	eel Assembly	
38	Is the rear mudguard fully secured in place (can standon it and cannot pull off from deck), and free of defects (no cracks, major dents, misalignments)?	1
39	Is the rear break assembly fully secure on the rear mudguard and if pushed down will stop before getting flush with the rear fender?	~
40	Is the rear wheel axle fully in place and secure?	~
41	Is the hand brake cable threaded correctly and securely (goes through the casting, mechanism is fully intact with both nuts, and the cable is not loose)?	1
42	Is the rear wheel in place and free of any defects or abnormalities (no cracks, warpage, misalignments)?	1
43	Does the rear wheel spin freely in place (easy spinning and no abnormal noise)?	~

FUNCTIONALITY INSPECTION

Gene	eral			
44		The scooter should be clean and free of graffiti. The handlebars, steam, and deck should be free of dust, grease, and oils. Is that true?	1	

45	You should not be able to pull deck open unless unlocked via Helbiz Fleet Platform. Is that true?	1
46	The battery should be full intact with no sign of damage. Is that true?	~
Turn On	Procedure	
47	Can you scan the QR code in Helbiz Fleet Platform?	~
48	Does the scooter power go on? Do light and sound work as expected?	~
49	Does the display work?	~
50	Do both brake lights and the headlight turn on?	~
51	Do brake lights flash when the brake is engaged?	~
Overvie	w Check on Helbiz Fleet Platform	
52	Press the "Deck Lock Unlock" button. Does the state change to "Open"?	1
53	Press the "Deck Lock Lock" button. Does the state change to "Locked"?	*
54	Are all the timestamps recent (past 1-5 minutes)?	1
55	Does traction battery level show and is it above 75%	*
56	Does the IoT battery show as charging?	*
57	Does the location show correctly?	1
58	Does the speed limit match city regulations and Helbiz policy?	1
59	Can you turn the siren on and off?	1
Ride Tes	t	
60	Throttle engages and disengages as expected?	~
61	Hand brake engages and quickly stops the scooter?	~
62	Hand brake releases when disengaged?	~
63	Foot brake engages and quickly stops the scooter?	~
64	Foot brake releases when disengaged?	*
65	No unexpected noise while riding?	~
66	Nothing is getting loose during the ride?	~

Outside of regular maintenance and service checks, Helbiz receives notification of e-scooter maintenance issues from four channels: failed field check, rider feedback, irregular trip data, and community report. Regardless of the source of the report, e-scooters are responded to within two hours, with an average response time of 45 minutes.

Source	Detail	Frequency	Response
Failed Field Check	During a battery swap or reposition, Helbiz team member performs field checklist and discovers repair or cleanliness issue that cannot be remedied in field	Field checks occur every 48 hours	E-scooters are flagged for pick up and returned to the warehouse for repair and cleaning
Rider Feedback	Helbiz rider flags issue with the e-scooter at the end of their trip	Post ride feedback occurs after all rides	E-Scooter is flagged for additional field check, if a field repair cannot remedy issue, e-scooter is picked up for further repair at warehouse
Irregular Trip Data	Consecutive trips lasting less than 5 minutes, or less than 0.25 miles	24/7 monitoring	E-Scooter is flagged for additional field check, if a field repair cannot remedy issue, e-scooter is picked up for further repair at warehouse
Community Report	Feedback submitted in-app or through any support channel including OurStreets that refer to a specific e-scooter	24/7 monitoring	E-Scooter is flagged for additional field check, if a field repair cannot remedy issue, e-scooter is picked up for further repair at warehouse



(Appendix A.1.12)

In the chart below the usual lifespan of a Helbiz e-scooters:

Part	Lifespan	Useful Miles
Deck	18 months	5,000
Wheels	6 months	1,700
Stem	18 months	5,000
Battery	9 months	2,500 (~300 charge cycles)

(Appendix A.1.13)

Chart of the San Francisco starting Team:



(Appendix A.1.14)

Art partnerships with local artists are important to be present on the territory and engage with the local community; Here below an example from Miami, FL where a local artist designed the Helbiz stickers and a helmets that will be sold for auction and the money will go for charity and help kids to have access to local art schools.







Covid-19 prevention:



As a campaign for preventing transmission of Covid-19, in all the markets where Helbiz is present before and after the rides users are suggested to use the hand sanitizer applied to all our vehicles.

(Appendix A.1.15)

State of California Secretary of State

CERTIFICATE OF REGISTRATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the **5th** day of **August**, **2019**, **HELBIZ CA LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **Delaware** as **HELBIZ CA LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 9, 2019.



ALEX PADILLA Secretary of State

BMG

NP-25 (REV 02/2019)

LLC-5 (REV 06/2019)

Secretary of State	LLC-5			
Application to Register a Foreign Liability Company (LLC)	n Limited	2019221	10	005
 IMPORTANT — Read Instructions before completing this form. Must be submitted with a current Certificate of Good Standing government agency where the LLC was formed. See Instructions. Filing Fee - \$70.00 Copy Fees - First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 Note: Registered LLCs in California may have to pay minimum \$California Franchise Tax Board each year. For more information for the second s	issued by the 800 tax to the	FILE Secretary o State of Ca AUG 0 5	f State Hornia	l I
to https://www.ftb.ca.gov.		This Space For	Office L	lse Only
1a. LLC Name (Enter the exact name of the LLC as listed on your attac HELBIZ CA LLC	ched Certificate of C	Good Standing.)		1
 California Alternate Name, If Required (See Instructions – LLC History (See Instructions – Ensure that the formation date and 				
7 / 30 / 2019	soliction (State, for	eign country or place where this	LLC IS TO	rmea.)
/ / 50 / 2015		DELAWARE		
c. Authority Statement (Do not alter Authority Statement) This LLC currently has powers and privileges to conduct bus		te, foreign country or place		
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2019 California Secretary of State bizfile.sos.ca.gov

Delaware

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HELBIZ CA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF JULY, A.D. 2019.



Jeffrey W. Buildes, Secretary of State

Authentication: 203317913 Date: 07-30-19

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