

ONE-WAY CARSHARING HELPS CITIES MOVE, BREATHE MORE EASILY

CAR
2GO



FIRST EVER INDEPENDENT STUDY OF ONE-WAY
CARSHARING IN NORTH AMERICA FOUND EACH CAR2GO
REMOVED UP TO 11 VEHICLES
FROM CITY STREETS

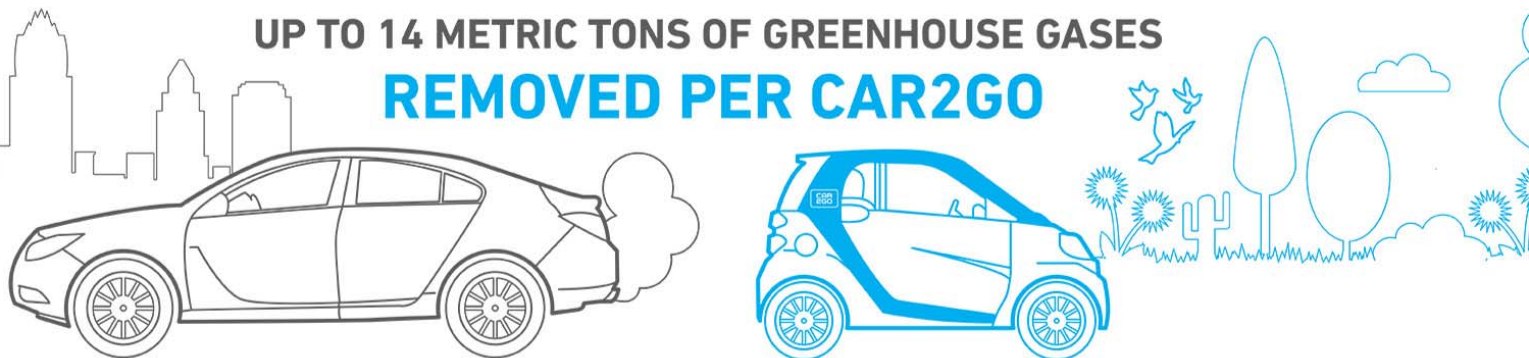


APPROXIMATELY
28,000 VEHICLES
ELIMINATED

UP TO 146 MILLION
DRIVING MILES
AVERTED

Impact of car2go in the 5 cities surveyed: Calgary, San Diego, Seattle, Vancouver, Washington, D.C.

UP TO 14 METRIC TONS OF GREENHOUSE GASES
REMOVED PER CAR2GO



UNIVERSITY OF CALIFORNIA **Berkeley**
Transportation Sustainability
RESEARCH CENTER

Results vary by city and assumptions. Data derived from UC Berkeley Transportation Sustainability Research Center working paper titled "Impacts of car2go on Vehicle Ownership, Modal Shift, Vehicle Miles Traveled, and Greenhouse Gas Emissions: An Analysis of Five North American Cities" published July, 2016. Please refer to the complete working paper - available for free download - for specific results and impact ranges.





MINIMUM REVENUE GUARANTEE AGREEMENT

This Minimum Revenue Guarantee Agreement (this “**Agreement**”) is made as of **DATE** (the “**Effective Date**”) between: **COMPANY**, with its principal place of business at **ADDRESS**; and car2go NA Ltd. (“**car2go**”). **COMPANY** may be referred to herein each individually as a “**Guarantor**” or collectively as the “**Guarantors**”.

Premises:	ADDRESS
Number of Parking Spaces:	DESCRIPTION OF PARKING
Parking Spaces:	See Exhibit “A” for specific location(s)
Term:	TERM LENGTH

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

1. car2go Austin Home Area

- (1) As soon as practicable following the Effective Date and, for the duration of the term as set out above (the “**Term**”), car2go shall extend the car2go Austin home area (the “**Home Area**”) to include **ADDRESS** so that car2go may operate its car sharing program (the “**car2go Service**”) and offer such service to members of the car2go Service (“**Members**”) at the premises (the “**Premises**”) as set out above, subject to and in accordance with the terms of this Agreement.
- (2) Provided that a party is not in default under this Agreement or any other agreement made between the parties, such party may terminate this Agreement, for any reason or no reason, with at least thirty (30) days written notice to the other parties.

2. Minimum Revenue Guarantee

- (1) In consideration for car2go extending the Home Area to **ADDRESS**, **COMPANY** hereby guarantee to car2go a minimum of **MONETARY VALUE** per year in net revenue related strictly to **ADDRESS** (“**Minimum Revenue Guarantee**”), which includes: rentals that originate at **ADDRESS**; pre-paid minutes purchased by **COMPANY**, or any other entity with its primary place of business being located at or within **ADDRESS**; and access fees for use of the car2go Service at **ADDRESS**, if applicable (“**Net Revenue**”). In the event that the Minimum Revenue Guarantee is not met, the Guarantors will pay the difference to car2go in accordance with section 2(2) below.
- (2) If the Minimum Revenue Guarantee is not achieved in the first year of the Term, the Guarantors will pay the difference of the actual Net Revenue achieved and the Minimum Revenue Guarantee. Payment by the Guarantors will be due to car2go no later than fifteen (15) days following the end of the first year of the term, at which point the Guarantors may jointly exercise the option to terminate this Agreement by providing car2go with thirty (30) days written notice, and such notice must be provided to car2go within the fifteen (15) day period following the end of the first year of the term. In the event that the Guarantors jointly exercise this option to terminate, car2go may remove **ADDRESS** from the Home Area at its sole discretion.
- (3) If the Minimum Revenue Guarantee is achieved in the first year of the Term, this Agreement shall continue in full force and effect, and the Guarantors shall not have the option to terminate described in section 2(2).

3. Limitation of car2go Rights

Except as reasonably necessary or in the event of an emergency, car2go shall not, nor shall it permit its officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, and assigns (“**car2go Staff**”) or Members to service car2go vehicles (“**car2go Vehicles**”) at the Premises, other than ordinary course cleaning and service such as removal of trash, interior and exterior wiping, and servicing of onboard computer systems.

4. General Responsibilities

- (1) car2go shall:

- (a) during the first sixty (60) days following the Commencement Date, make its best commercial effort to ensure the availability of **NUMBER** car2go Vehicles at **ADDRESS** on each business day (Monday through Friday, excluding statutory holidays);
- (b) throughout the Term of this Agreement, prepare aggregate reports on a quarterly basis which summarize the YTD Net Revenue generated as of that quarter;
- (c) keep detailed records and books of account with supporting vouchers, invoices, and other documentation showing all expenditures, charges and related calculations of whatsoever nature made by it in relation to the Minimum Revenue Guarantee;
- (d) repair any area where its signs or equipment are removed from the Premises; and
- (e) take responsible precautions to protect the Premises and equipment and related infrastructure from damage caused by car2go.

(2) The Guarantors shall:

- (a) upon prior written authorization from each Guarantor to car2go, authorize car2go to use the respective Guarantor’s trade-marks to promote car2go’s services at **ADDRESS**.

5. car2go Trade-marks

COMPANY acknowledge that the words “car2go,” “Mercedes-Benz,” “Mercedes,” “Maybach,” “Smart,” and the car2go logo, the Three-Pointed Star Within a Circle, the Maybach logo, and the Smart logo are the solely owned and validly registered trade-marks and trade names of Daimler AG, the indirect parent company of car2go. Each Guarantor acknowledges that it is not authorized to use any of Daimler AG’s trade-marks or trade names; provided, however, each Guarantor may use the “car2go” trade-mark and logo in marketing/advertising materials under this Agreement but only upon the prior written approval of car2go.

6. Confidentiality

- (1) The parties acknowledge that a party (the “**Receiving Party**”) may acquire access to Confidential Information of the other party (the “**Disclosing Party**”) during or prior to the Term. The Receiving Party agrees to maintain the Confidential Information of the Disclosing Party in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or use the Confidential Information except as required to fulfill its obligations under this Agreement without the prior written consent of the Receiving Party, unless the Confidential Information is required to be disclosed by law or an order of the court or other governmental authority with proper jurisdiction, provided the Receiving Party promptly notifies the Disclosing Party before disclosing such information so as to permit the Disclosing Party to seek an appropriate protective order. The Receiving Party agrees to use measures no less stringent than the Receiving Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The Receiving Party acknowledges and agrees that the Confidential Information of the Disclosing Party is the valuable property of the Disclosing Party and any unauthorized use, disclosure, dissemination or other release of the Confidential Information may cause irreparable harm to the Disclosing Party, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as the Disclosing Party deems appropriate. This right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party. Notwithstanding the foregoing, the Guarantors agree that car2go may (a) disclose Confidential Information of the Guarantors to affiliates of car2go provided such affiliates agree to protect the confidentiality of such Confidential Information as if they were party to this Agreement and (b) disclose, upon having obtained the prior written approval of the respective Guarantor, not to be unreasonably withheld, the affiliation

of car2go with such Guarantor to promote the parking features of car2go's services in its marketing materials and websites.

- (2) **"Confidential Information"** means inventions, employee information, trade secrets, confidential know-how, confidential business information, and any other information which a party marks as confidential, which includes, but is not limited to the details of this Agreement, provided however that Confidential Information shall not include information that (a) was known to the recipient before disclosure to the recipient by the discloser, (b) has become generally available and publicly known through no wrongful act or breach of any obligation of confidentiality by any of the parties or any of their affiliates or any of their respective employees, officers, directors, representatives or agents; (c) was approved in writing for release by the other party; or (d) may be legally required to be disclosed.

7. Termination

- (1) **Termination for Cause** - In the event that any party hereto breaches a material term of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice thereof from the other party describing the breach in reasonable detail, the other party may terminate this Agreement by giving further written notice to such effect.
- (2) **Termination for Convenience** - car2go may, at any time, terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other party designating the termination date.
- (3) **Events Upon Expiration or Termination** - Upon the expiration or termination of this Agreement:
- (a) the expiration or termination of this Agreement shall not affect any rights accruing to any of the parties as of the expiration or termination;
 - (b) the licences granted hereunder and under any trade-mark licence agreement or authorization shall terminate; and
 - (c) each party shall return or destroy any Confidential Information provided to it by the other party.

8. Indemnity of car2go

- (1) car2go will defend, indemnify, protect and save harmless each Guarantor and its respective agents, officers, employees, directors, contractors, sub-contractors, representatives, successors and assigns (the **"Guarantor Indemnities"**), from and against all claims, losses, damages, costs, expenses, and other actions (collectively, **"Losses"**) made, sustained, brought, threatened to be brought or prosecuted against any of the Guarantor Indemnities based upon, occasioned by or attributable to or arising, directly or indirectly, from any act, omission or negligence of car2go or car2go Staff, any breach of this Agreement by car2go, and any performance or non-performance (in whole or in part) by car2go of its obligations under this Agreement, and any injury or death of a person, or loss or damage to property caused or alleged to be caused by car2go or car2go's Staff. The foregoing duty to defend, indemnify, protect and save harmless shall not include any Losses arising directly or indirectly from the negligence or wilful misconduct of the Guarantor Indemnities.

9. Indemnity of the Guarantors

- (1) Each Guarantor will defend, indemnify, protect and save harmless each of car2go, car2go Staff, car2go's parent and car2go's affiliates, and each of their agents, officers, employees, directors, contractors, sub-contractors, representatives, successors and assigns (the **"car2go Indemnities"**), from and against all Losses made, sustained, brought, threatened to be brought or prosecuted against any of car2go Indemnities based upon, occasioned by or attributable to or arising, directly or indirectly, from any act, omission or negligence of any Guarantor Indemnities, any breach of this Agreement by the Guarantors, and any performance or non-performance (in whole or in part) by the Guarantors of their obligations under this Agreement, and any injury or death of a person, or loss or damage to property caused or alleged to be caused by any Guarantor Indemnities. The foregoing duty to defend, indemnify, protect and save harmless shall not include any Losses arising

directly or indirectly from the negligence or wilful misconduct of car2go Indemnities.

- (2) The Guarantors will pay to car2go Indemnities, or any of them, on demand Losses which may be sustained, incurred or paid by car2go Indemnities, or any of them, in consequence of any action, suit, claim, lien, execution or demand referenced in 9(1), and any moneys paid or payable by car2go Indemnities in settlement or in discharge or on account thereof may be recovered from the Guarantors in any court of competent jurisdiction as moneys paid at their request.

10. Compliance

- (1) In connection with the activities of the parties related to this Agreement, each party is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes, or other corruption crimes on the part of persons employed by such party or other third parties. In the event of violation of the above, the other party has the right to immediately terminate this Agreement.
- (2) The above notwithstanding, each party is obliged to adhere to all applicable laws to both itself and the commercial relationship with the other party.

11. Entire Agreement

This Agreement embodies and constitutes the sole and entire agreement between the parties in respect of the subject matter hereof. There are no terms, oral representations, obligations, covenants or conditions between the parties, other than as contained herein.

12. Amendments

No alteration, amendment, change or addition to this Agreement will bind the Owner or car2go unless in writing and signed by each of the parties.

13. No Joint Enterprise

Nothing in this Agreement shall be construed as creating an ownership interest in car2go Vehicles by the Guarantors or a partnership, joint venture, or joint enterprise between the parties. car2go shall at all times be solely and completely responsible for the ownership, operation, and maintenance of car2go Vehicles.

14. Waiver

No waiver by a party of any breach or non-compliance by the other party under any provision of this Agreement and no waiver by a party of any term or condition of this Agreement shall be a waiver of any continuing or subsequent breach or failure or of any other provision, term or condition, nor shall any forbearance or failure to seek a remedy for any breach or failure be a waiver of any rights and remedies with respect to such or any subsequent breach or failure.

15. Force Majeure

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or labor disputes, embargoes, government orders or any other force majeure event.

16. Assignment

With the exception of a parent company, neither party shall assign or transfer any interest in this Agreement, in whole or part, without the prior written consent of the other party, such consent not to be withheld unreasonably.

17. Successors and Assigns

This Agreement is binding upon and shall ensure to the benefit of the successors and assigns of the Guarantors and the successors and permitted assigns of car2go.

**18. Governing Law, Jurisdiction, and Venue**

This Agreement shall be construed and governed by the laws of the Province of Alberta. The parties hereby attorn to the exclusive jurisdiction of the Courts of the **STATE**, in the City of **CITY**.

19. Severability

If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from the Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties.

20. Remedies Generally

Any mention in this Agreement of any particular right, remedy or remedies of a party in respect of any default by the other party shall not preclude the non-breaching party from, and such non-breaching party shall have, any and all other rights and remedies in respect thereof, whether available at law or in equity or by statute or expressly provided for herein. No right or remedy shall be exclusive or dependent upon any other right or remedy, but a party may from time to time exercise any one or more of such rights and remedies generally or in combination, all such rights and remedies being cumulative and not alternatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal.

COMPANY**CAR2GO NA LTD.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for car2go: _____



Exhibit "A"
(see attached)