

BUSINESS MEMBERSHIP CONTRACT

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1. DEFINITIONS

In this contract, the following definitions apply:

- a) **Member:** the legal entity registered as the Business Member including its agents and representatives, and also any person authorized by the business to use Communauto vehicles.
- b) **Authorized Driver:** any person registered as an authorized driver;
- c) **Membership Plan:** offer giving access to one or more plans or privileges under specific conditions;
- d) **Contract:** this Membership Contract;
- e) **Account:** any department or business unit registered as a distinct billing unit under the Business Membership (as requested by the Member);
- f) **Rules and Regulations:** all the operating rules of Communauto for the use of vehicles contained in the Rules and Regulations and its Appendices, the various offers, as well as any other instructions issued from time to time by Communauto to ensure the proper operation of the service.
- g) **Communauto:** refers to Communauto inc., or any of its affiliates or subsidiaries, notably but not limited to: Virtue Transportation Systems Inc., Carshare Atlantic Limited, Otto Canada Inc., and Mobizen S.A.S.

2. PURPOSE OF THE CONTRACT

- 2.1** This Contract is a membership contract for the carsharing service offered by Communauto. It does not in itself confer any right of use of Communauto's vehicles.
- 2.2** The Member acquires the right to use the service only by registering for one of the Membership Plans available to Communauto members and by paying the corresponding fees, if applicable.
- 2.3** Only persons recognized as an Authorized Driver by Communauto may be directed by the Member to use a vehicle.

3. ELIGIBILITY

- 3.1** To be eligible to the service, the Authorized Driver must be approved by the Member and satisfy and comply with all the criteria set out hereinafter. The Authorized Driver must:
 - 3.1.1** be at least 19 years old and hold a valid driver's license;
 - 3.1.2** attach one (1) recent picture (passport size or other, provided the resolution is good) and one (1) copy of their driver's license to the application form;
 - 3.1.3** provide to Communauto a recent copy (maximum 3 months) of any driving record required, according to the Communauto branch in which the Member is registered, or according to the place of issue of their driver's licence (see the FAQ on the Communauto website for more details).
- 3.2** Communauto reserves the right to add specific criteria to certain Membership Plans, to change registration criteria, and to require other eligibility criteria by sending the Member a written notice setting out the changes or additions to the criteria listed above. If the Member does not meet these new eligibility criteria, or if the Member refuses to comply with them, the Contract shall automatically and immediately be terminated without further notice or official notification.
- 3.3** Satisfying the eligibility criteria mentioned in Article 3.1 does not automatically give a person the right to become an Authorized Driver. Authorized Driver eligibility is subject to approval of their application by Communauto, after a complete review of their file, in accordance with the eligibility criteria laid out by Communauto.

4. TERM AND TERMINATION OF THE CONTRACT

Minimal Contract duration is of one (1) year.

After this duration, either of the parties may terminate the contract at any time by giving three (3) months' written notice. Compliance with the one (1) year term as well as three (3) months' notice is needed before any membership bond is refunded.

5. CANCELLATION

- 5.1** The Contract shall be automatically and immediately cancelled, without notice, in the event of the Member's bankruptcy or if the Member has made an application under the Companies' Creditors Arrangement Act.

- 5.2** Subject to all its other rights and recourses, Communauto may, at any time, by giving five (5) days' notice, cancel the Contract if the Member fails to pay any sum due under the Contract or the Rules and Regulations.
- 5.3** Subject to all its other rights and recourses, Communauto may, at any time, without further notice or official notification and by simple notification, cancel the Contract if the Member does not comply with any term or condition specified in the Contract or the Rules and Regulations or, if the Member's actions, state of health, or the behavior of its Authorized Drivers, are counter to Communauto's interests.
- 5.4** In case of cancellation, the Member agrees to immediately return any article belonging to Communauto that they might have in their possession to Communauto. Moreover, the Member agrees to pay any collection fees, if any, necessary to recover any amounts due under this Contract or the Rules and Regulations.

6. COMMUNAUTO'S LIMITED RESPONSIBILITIES

- 6.1** Communauto may not be held responsible for any loss of, or damage to, any goods in or on the vehicle.
- 6.2** Communauto may not be held responsible for any direct or indirect damage arising from the reservation, non-availability, supply, operation, or use of a vehicle.
- 6.3** Communauto may not be held responsible for direct or indirect damage or injuries arising from the use of vehicle accessories supplied by Communauto, or one of its suppliers (luggage racks, bicycle racks, baby seats, etc.). The Member is responsible for the safe installation of such accessories and must check their condition before each use.

7. PENALTIES

Subject to all its other rights and recourses set out in the Contract and the Rules and Regulations, Communauto reserves the right to impose penalties on the Member, in case of non-observance by the Member of any provision of this Contract or of the Rules and Regulations, in the manner and amounts specified in the Rules and Regulations.

8. REFUNDABLE MEMBERSHIP BOND

- 8.1** The amount to be paid for the refundable membership bond is one thousand dollars (\$1000).

Communauto reserves the right to modify the required membership bond by sending a written notice to that effect. If the Member refuses to comply with the new Communauto policy regarding the membership bond payable to access the service, the Contract shall be automatically and immediately cancelled, without further notice or demand.

- 8.2** The Member agrees on the full amount of his membership bond being used by Communauto as part of its activities, and more specifically, but without limiting the generality of the above, for the financing and purchasing of new vehicles.
- 8.3** No interest is calculated or paid on membership bonds.
- 8.4** At expiration or upon termination of the Contract, membership bonds are refunded to the Member, subject, however, to a compensation that may take place between the parties with respect to any amount due by the Member to Communauto under the Contract or the Rules and Regulations.

- 8.5** If the Member's membership bond is not enough to cover their debt to Communauto, the latter reserves all rights and recourse to recover the full amount.
- 8.6** If applicable, membership bond reimbursement is also subject to the following repayment conditions:
- 8.6.1** reimbursement is made in a single payment on the Contract termination date, unless there are reasonable grounds to believe that, because of this, Communauto could not discharge its liabilities when due;
 - 8.6.2** if there are reasonable grounds to believe that, because of reimbursement, Communauto could not discharge its liabilities when due, the membership bond reimbursement is made according to the following priorities and in chronological order of request within each priority:
 - (a)** termination pursuant to Article 3.2 and 8.1;
 - (b)** termination pursuant to Article 4;
 - (c)** termination pursuant to Article 5.1;
 - (d)** other cases of termination.

9. FINAL PROVISIONS

9.1 On-board computers

For purposes of control and billing, Communauto vehicles are equipped with on-board computers which include an automatic engine disabler, and a tracking system linked to the global positioning system (GPS). This system allows Communauto to track its vehicles at all times, in real time or retroactively. The Member hereby acknowledges that they have been informed of this fact and that they accept it.

9.2 Joint and Several Liability

The Member is responsible, with regard to this Contract, for any claim and any lawsuit that Communauto could bring against one of its agents or representatives as well as any person authorized by the Member to use Communauto vehicles. The Member is also responsible for unauthorized use of vehicles that could be made on its behalf or without its knowledge by any person having (or having had) a connection with the Member or by anyone using accessories or information under its responsibility (keys, confidential access codes, etc.).

9.3 Changes

Subject to certain specific provisions allowed by this Contract, the parties recognize that no changes may be made to this Membership Contract unless agreed to by the parties. Moreover, Communauto reserves the right to change, from time to time, when it deems it useful or necessary, and with prior notice, the rates and conditions of any Membership Plans, and the Rules and Regulations.

9.4 Assignment

The rights granted by this Contract and the Rules and Regulations are not assignable or transferable to third parties, in whole or in part.

9.5 Tolerance

Acceptance by Communauto of any failure by the Member shall not affect or alter Communauto's rights regarding any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect, or delay the exercise of a right or recourse provided by this Contract, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.

9.6 Partial Invalidity

Each provision of the Contract and of the Rules and Regulations is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in the said documents is declared null, invalid, or unenforceable shall in no way affect the validity, nature, or enforceability of any other provision.

9.7 Gender and Number

Where required by the context, the masculine gender used herein includes the feminine and vice-versa, and the singular includes the plural and vice-versa, this for the sole purpose of simplifying the text.

9.8 Explanations and Comprehension

The Member declares to Communauto that they have taken all reasonable and prudent measures to ensure that they have correctly understood the nature of the Contract and of the Rules and Regulations as well as each and every one of their commitments and obligations. In the event that the French and English versions do not concur, the French version shall prevail.

9.9 Applicable Laws

The Contract and the Rules and Regulations are governed by the laws in force and applicable in the jurisdiction where the head office of the Communauto branch in which the Member is registered is located, and must be interpreted in accordance with those laws.