



Financial Performance and Compliance Audit Report

Turo, Inc.

The Internal Audit Department of the Rhode Island Airport Corporation ("RIAC") presents its report concerning the financial performance and compliance audit of Turo, Inc. ("Turo" or "Operator") for the period July 1, 2024, through June 30, 2025, as follows:

Background

Turo entered into an agreement ("Agreement") effective February 7, 2025, with RIAC to operate at Rhode Island T.F. Green International Airport ("Airport"). The agreement expires on December 31, 2025, with two additional one-year renewal terms. The original agreement was executed on January 15, 2024, and the First Amendment was executed on February 7, 2024.

The Operator conducts Peer-to-Peer Car Sharing services ("Car Sharing") where customers connect with vehicle owners via a phone App. The fee arrangements are set between the two parties and RIAC receives ten percent of the Operators Gross Receipts reported to them monthly. RIAC also receives the posted parking fees from the shared vehicle owners and drivers, as they are required to park in the "Assigned Area" which are RIAC's parking Lot D, Lot E, and Garages A and B.

The Agreement contains various provisions within which Turo must comply to provide Peer-to-Peer Car Sharing. These provisions include RIAC's Ground Transportation Regulations ("GTR"), Assigned Areas where operations must be conducted, prohibited activities, reporting, and other requirements.

Objectives and Scope

The objectives of this audit were to determine if the Operator met the requirements of the Agreement and to assess the accuracy of their self-reporting. To meet these objectives, our audit focused on key provisions of the Agreement, and monthly submissions furnished by Turo. The audit included testing and analysis to assess whether reports were complete and accurate relative to the underlying operating activities. Our testing also included identifying whether any significant discrepancies (over or under) in reporting or departures from other contractual terms existed. If such discrepancies were identified, this

report would include the adjustments to the fee(s) payable to RIAC and our recommendations to improve record keeping and reporting processes of Turo relative to its ability to comply with Agreement provisions.

The scope of our audit was limited to the following:

- Invoices and reports related to Peer-to-Peer Car Sharing transactions.
- Records and reports supporting Car Sharing fees collected and remitted.
- LAZ parking reports noting fees paid upon exiting Assigned Area.
- LPR Reports for selected license plates tested.
- Documents and reports related to other important provisions within the Agreement.

This audit and the resulting report relate only to the fees reported by Turo and related payment terms as noted in the Agreement, as well as other key provisions selected for audit. The audit does not extend to any other performance or financial audits or other financial results of the Airport and Turo or its related companies.

Testing and Procedures

To meet the objectives of our audit, we performed the following procedures:

- Obtained the February 2025 Agreement and identified all revenue drivers and other key provisions.
- Selected May 2025 for detailed testing to ensure that Privilege fees of ten Percent of Operators Gross Receipts was received and is accurate.
- Obtained the following FY 2025 reports, and documents to confirm accuracy of recording:
 - Monthly Operating Reports (MOR) submitted by Turo.
 - Company Revenue Analysis by Accounting Period.
 - GL Account Revenue Analysis by Agreement.
 - Payment history report with dates and amounts of payments received.
 - Download of RIAC's bank receipts from Turo.
 - Certified Annual Report.
 - Insurance certificates noting coverage and verification of paid premiums.
- Recalculated all revenues and reconciled underlying invoices and/or other documents.
- Confirmed that both Turo and RIAC reports agreed, and amounts were accurate.
- Reviewed the timeliness of payments and reports by Turo and compared to the Agreement provisions.
- Confirmed that Operator is compliant with insurance provisions and certificates are on file.
- Discussed with RIAC staff the audit scope, testing procedures, and findings and recommendations.

Testing and Procedures (Expanded for LPR)

- The testing period was expanded to include July through October 2025 to accommodate the utilization of RIAC's LPR system. The primary objective was to determine if there were any unrecorded trips on the MOR for which parking transactions were identified by the LPR. A secondary objective of the test was to determine if the Turo Shared Vehicle Owners and Drivers were utilizing the "Assigned Area" to conduct operations as required in the Agreement. To achieve the objectives the following was performed.
 - Selected several license plates of highly active Shared Vehicles from the MOR.
 - Obtained LPR reports noting dates, times, and duration of stay.
 - Compared the activity on the LPR to the MOR for discrepancies.
 - Discussed results with Turo's Sr. Airports Manager .

We conducted this financial performance and compliance audit in accordance with generally accepted government auditing standards set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our finding and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our finding and conclusions based on our audit objectives.

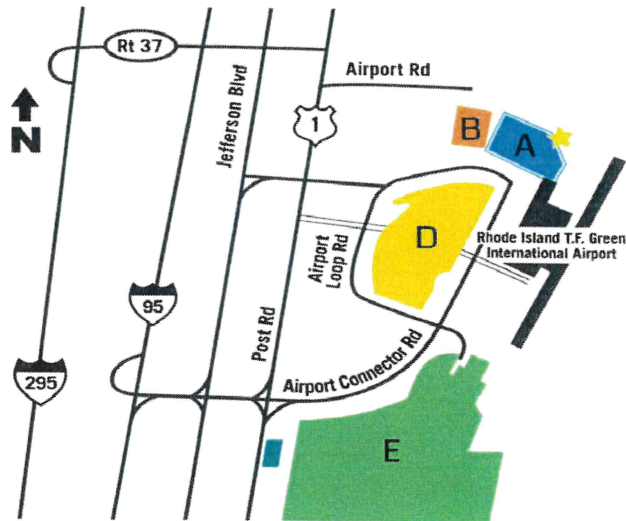
Audit Results Turo

Based on the results of our testing for the period July 1, 2024, through June 30, 2025, all amounts were properly calculated and reported, and payments were accurate and timely with the following exceptions.

- The "**Assigned Area**" is where Turo operations must be conducted by Shared Vehicle Owners and Shared Vehicle Drivers. It is defined in the Agreement as "any parking lot or garage owned by RIAC as delineated on Exhibit C attached to the Agreement, or any other places designated by RIAC, as the same may be amended, modified or updated by RIAC from time to time".

Internal Audit found that most of the operations were occurring outside the Assigned Areas (shown below). It is recommended that Turo comply with the Agreement and continually inform/educate Shared Vehicle Owners that all operations are to be conducted in the Assigned Areas. It is Turo's responsibility that its operations are conducted according to the provisions of the Agreement.

EXHIBIT "C"



36

Operating Agreement—Turo, Inc. February 7, 2025

- **RIAC's Website** notes the availability of ride-share services including Lyft, Uber, and Turo. It specifically mentions "The designated pick-up area is located on the outer arrivals roadway". It also mentions that "Departing Passengers may only be dropped off on the upper level Departures area of the terminal". The following is an excerpt of the website.

Drop-Off Location (Departing Passengers)

Departing passengers may only be dropped off on the upper level Departures area of the terminal.

Internal Audit found that in most areas the Agreement was clear and concise in directing Turo to operate only in the Assigned Areas. However, RIAC should modify the language on its website to agree with the provisions of the Agreement. As of December 30, 2025, RIAC updated the website to note where the Assigned Areas are located. This recommendation has been resolved.

Turo's statistics reported for FY 2025

- The number of unique vehicles operating at the Airport was 139.
- Total fees received by RIAC – \$81,226.
- Parking revenue – indeterminable. Less than 25% of trips utilized “Assigned Area”.

Conclusion

Except for the specific findings noted in this report, we conclude that Turo was in compliance with both the reporting and payment provisions with its Agreement with RIAC.

This report is intended solely for the information and use of RIAC and Turo and is not intended to be and should not be used by anyone other than these specified parties.



Douglas Dansereau, CIA, CMA, CPA,

Internal Auditor

December 31, 2025