

POLICY EEVEE REFERRAL PROGRAM Latest updated: February, 2024

This Referral Policy describes the engagement rules for the Referral Program which is an initiative designed to foster collaboration between EEVEE BV ("EEVEE") and its valued customers.

The primary goal of the Referral Program is to incentivize and empower EEVEE customers to act as Referral Partner for EEVEE. By encouraging them to advocate for our comprehensive fleet management solutions, EEVEE aim to extend its reach within the industry and provide fleet managers with optimal automotive services.

The Referral Program serves as a framework to motivate and reward the Referral Partners who recommend the EEVEE services on an occasional basis to other companies and their fleet managers who are not a EEVEE customer yet.

For the purposes of this Referral Policy, the term "Referral Partners" refers exclusively to incorporated entities, legal persons, or business entities duly registered and recognized under applicable laws, who apply to the Referral Program. Private individuals are not able to be considered Referral Partners under the Referral Program.

HOW DOES IT WORK?

Companies interested in participating in the Referral Program can initiate the process by mailing EEVEE via <u>sales@eeveemobility.com</u>. To be able to be considered as a Referral Partner, companies need to be a customer of EEVEE.

After approval, EEVEE will officially register the respective customer as a Referral Partner in their system and based on the provided fleet information EEVEE will be able to offer the appropriate incentive for each Referral Partner (see hereunder).

It is not necessary for the referred customer to explicitly mention that they were referred by a specific Referral Partner.

INCENTIVE FOR REFERRAL PARTNERS

For each successful referral made by a Referral Partner that results in the onboarding of a customer with a fleet consisting of a minimum of 20 cars, EEVEE will provide the Referral Partner with an incentive additional to the services it already receives from EEVEE.

This incentive is an one-off fixed amount of 250 euros per referred customer. In such case, the Referral Partner will send an invoice of 250 euros (VAT excluded) to EEVEE.

EEVEE reserves the right to change the above rewards temporarily or permanently.



MISUSE AND FRAUDULENT ACTIVITIES

In the event of any suspicion of misuse or fraudulent activities related to the Referral Program, EEVEE reserves the right to refuse the payment of incentives associated with the referred customers in question. This includes, but is not limited to, instances of false referrals, exaggerated claims, or any deceptive practices aimed at exploiting the Referral Program.

EEVEE also retains the authority to cancel the agreement with the involved Referral Partner in case of substantiated misuse and reserves all rights to terminate for cause the agreements it has with such Referral Partner for other services. Partnership cancellation may occur when there is clear evidence of intentional violation of this Referral Policy, jeopardizing the fairness and integrity of the Referral Program.

MODIFICATION AND TERMINATION

EEVEE acknowledges the dynamic nature of business environments and reserves the right to adapt its Referral Policy and Referral Program to align with evolving needs and circumstances. Therefore, EEVEE reserves itself the right to modify, limit, or discontinue the Referral Policy without prior notice or obligation.

By participating in the Referral Program, Referral Partners acknowledge and accept the possibility of modifications, limitations, or discontinuation of the Referral Policy by EEVEE.

In case the Referral Program is discontinued, for whatever reason, EEVEE will provide the Referral Partners which applied before the discontinuation with the incentives they would have received in case the discontinuation would not have taken place.

RELATIONSHIP DISCLAIMER

This Referral Policy is binding between EEVEE and the Referral Partner.

The agreement based on this Referral Policy between parties does not constitute a joint venture. Both parties enter into this agreement as independent entities, each maintaining autonomy over their respective operations and business decisions.

The Referral Policy does not establish a subcontracting relationship between EEVEE and the Referral Partner. The Referral Partner is not authorized to act as a subcontractor or representative of EEVEE, and no such implication should be inferred.

There is no commercial agency relationship established by this Referral Policy. The Referral Partner is not an agent of EEVEE and is not authorized to make commitments, enter into contracts, or act on behalf of EEVEE. The Referral Partner is and will not have a continuing authority to negotiate on behalf of and/or in the name of EEVEE.

The Referral Policy does not create an employee-employer relationship between EEVEE and the Referral Partner. The Referral Partner's representatives engaging in referral activities are not considered employees of EEVEE, and the Referral Partner assumes responsibility for their own personnel, expenses, taxes, and legal obligation.

EEVEE's liability and its relationship with the referred customer are governed by EEVEE's terms and conditions.



INDEMNIFICATION

Referral Partners agree to defend, indemnify, and hold EEVEE harmless from any claims, legal proceedings, liability, losses, costs, or expenses, including reasonable legal fees, arising out of or related to the Referral Partner's participation in the Referral Program.

Referral Partners acknowledge their responsibility to adhere to all applicable laws and regulations in the course of participating in the Referral Program. In the event of any violation, Referral Partners agree to defend and indemnify EEVEE against any legal consequences or liabilities that may arise.

APPLICABLE LAW

The provisions of this Referral Policy are exclusively governed by and must be interpreted in accordance with Belgian law. Any dispute between the Parties relating to this Referral Policy shall fall under the exclusive jurisdiction of the courts of Antwerp, Antwerp section.