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BUSINESS TERMS & CONDITIONS

These terms and conditions of sales (the “Terms and Conditions” or “T&C”) are entered into between EEVEE BV, a duly organized company under the laws of Belgium, having its registered office at Watertorenstaat 2, 3590 Diepenbeek, Belgium, and registered in the legal entities register of Antwerp, Hasselt division under the business registration number 0747.470.815 (“EEVEE”) and the Client, which is a legal entity that uses the EEVEE Business Web Platform (“Client”) under this Terms and Conditions, hereunder collectively referred to as the Parties and individually as a Party. The Client enters into the Agreement with EEVEE by registering to, purchasing, receiving, or otherwise using EEVEE Business Web Platform and accepting the Terms and Conditions either manually or electronically, both manners having full legal force. By accepting these Terms and Conditions, and/or by accessing or using EEVEE Business Web Platform, the Client shall represent and acknowledge to have read, understood, and agreed to be bound by these Terms and Conditions. The person entering into the Agreement with EEVEE on behalf of a company or another (legal) entity shall warrant having the authority to bind such entity to the Agreement.

ARTICLE 1 – DEFINITIONS

Agreement the entirety of the Commercial Proposal, the T&C and any possible annexes and/or addenda; EEVEE App the EEVEE mobility application for mobile devices where the Fleet Driver can consult all its company car data; EEVEE Business Web Platform the EEVEE web platform where the Client can consult a limited set of company car data from each of the Client’s Fleet Drivers; EEVEE Mobility the EEVEE software where EEVEE uses the company car data for the EEVEE App and the EEVEE Business Web Platform; Commercial Proposal description of the EEVEE Business Web Platform (including all its products and services) to be provided at the specified fees, under the conditions of these T&C; Fleet Driver in the sentence of this Agreement, a Staff member who has connected the company car which is part of the fleet of the Client, with the EEVEE App; Personal Data all data that relates to the Fleet Driver; (PH)EV a battery electric vehicle and/or a plug-in hybrid electric vehicle;

Privacy Legislation (i) the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, (ii) the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. Staff A Party’s employees working under the authority and responsibility of such Party and independent contractors (including partners and directors) working under the responsibility of that Party.

ARTICLE 2 - EEVEE BUSINESS WEB PLATFORM

- 2.1 The Commercial Proposal, which was delivered together with the T&C, contains a summary of the EEVEE Business Web Platform, including all its products and services to be provided. Pursuant to the terms of the Commercial Proposal, the Client may access and use the EEVEE Business Web Platform in accordance with the Agreement.
- 2.2 The Client shall provide EEVEE with any information required for the performance of the Services.



- 2.3 EEVEE provides the following:
- to the Client access to and maintenance of the EEVEE Business Web Platform and to the Fleet Driver access to and maintenance of the EEVEE App. EEVEE shall implement from time to time upgrades, updates, and new versions of the EEVEE Business Web Platform and the EEVEE App. Any new versions might include any modifications or deletions of existing features and/or new features or capacities.
 - Technical support for the EEVEE Business Web Platform: technical issues and requests can be reported from Monday to Friday from 09.00 to 17.00 Central European Time (CET) (excluding public holidays).
 - Client support services: support is available in Dutch and English from Monday to Friday from 09.00 to 17.00 CET (excluding public holidays).
- 2.4 The Client acknowledges and accepts that EEVEE depends for (the quality of) the EEVEE Mobility on the data provided by third parties. The Client therefore also acknowledges and accepts that EEVEE Business Web Platform is provided by EEVEE “as available” and “as is”.

ARTICLE 3 - COMPLIANCY

- 3.1 Each Party is responsible for its own compliance with all regulations and legislation applicable to such Party, including tax, parafiscal, and social security legislation of the country in which the Client operates. The Client is the sole responsible for compliance with respect to the legislation and regulations of the relationship between the Client and the Fleet Drivers. The Client acknowledges that it might be necessary to include the use of EEVEE Mobility, the EEVEE Business Web Platform or the EEVEE App in a legally binding document with the Client's Fleet Drivers such as an employment contract, work rules or contract for services. The Client acknowledges that in certain countries specific legislation and regulation are in place that has an impact on the documents to be delivered by the Client to their Fleet Drivers. EEVEE can never be held responsible for the legislation or regulation that is applicable to the Client.
- 3.2 The materials and information of the fiscal legislation on the website of EEVEE or given by a Staff Member of EEVEE to the Client have been prepared or assembled by EEVEE and are intended for informational purposes only. EEVEE is not responsible for the legal or fiscal accuracy of the information and cannot be held liable or responsible for any errors or omissions in the content of this website or of any other communication. Some of the information may be dated and may not reflect the most current legal or fiscal developments. Some of the information can only be effective in Belgium, EEVEE cannot guarantee the same legal or fiscal treatment in other countries. EEVEE can periodically add, change, improve, or update the information and documents on this website without notice.



ARTICLE 4 - PRICING

4.1 Compensation

The agreed prices and fees are included in the Commercial Proposal. All these amounts are stated in euros, excluding VAT. The agreed prices are invoiced periodically. All payment obligations are non-cancellable and amounts paid are non-refundable. If additional services are agreed upon, they shall be attached in advance and in writing to the Agreement as an annex or addendum.

4.2 Invoicing

Unless otherwise stated in the Commercial Proposal, the following invoicing conditions apply:

- EEVEE invoices on a monthly basis.
- All invoices are payable within thirty (30) calendar days from the date of the invoice.
- In the event that part of the services of the EEVEE Business Web Platform to be provided by EEVEE to the Client it is foreseen that EEVEE will do payments to the Client's Fleet Drivers, such payments shall only be made after receipt of payment of the Client's invoice.
- All local bank costs incurred by the Client in relation to any payments to EEVEE, or any other bank operation cost, shall be borne by the Client.
- In the event of non-payment by the due date, any amount due to EEVEE shall bear an interest of 8% per year from the first business day of delay with a minimum amount of 50 euros per invoice. In the event of non-payment, EEVEE has the right but not the obligation to suspend the access and/or use of the EEVEE Business Web Platform and/or EEVEE App.
- Without prejudice to the preceding and without any prejudice to the payment obligation of the Client, any contestation of an invoice must be communicated within a period of ten (10) business days as of the invoice date by a motivated registered letter. After this period, the Client shall be deemed to have definitively accepted the invoiced amount.

4.3 Expenses

Special costs (e.g. travel costs abroad and accommodation costs there) will be discussed in mutual consultation and must be approved in writing by the Client in advance in order to be able to claim reimbursement of these costs.

4.4 Indexation

EEVEE reserves the right to adjust the prices for the EEVEE Business Web Platform (including all its products and services) on the Agreement anniversary date, in accordance with the salary indexation and the following price adjustment formula: $P1 = P0 \times (0.2 + 0.8 \times (S1/S0))$ where:

- P1 = the new price (applicable as from the Agreement anniversary date);
- P0 = the price applicable since the last indexation;
- S0 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to (1) the month of the Agreement's conclusion, in case of the first indexation, or (2) the last price increase or (3) the last indexation, depending on which of these events takes place last;
- S1 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to the indexation applied on the Agreement's anniversary date.

A price adjustment based on the price adjustment formula shall not give the Client any right to terminate the Agreement without a notice period.

ARTICLE 5 - DURATION AND TERMINATION

5.1 Agreement of unlimited duration

The Agreement shall enter into force on the date of signature by both Parties and shall be concluded for an indefinite period. In case no company car of the Client is connected to EEVEE Mobility, EEVEE Business Web Platform and/or to EEVEE App, this Agreement shall automatically be terminated. As from the moment a company car is connected following the Commercial Proposal, the Agreement shall revive under its then current terms and conditions.



- 5.2 Possibility of termination by notice
Each Party can terminate the Agreement in writing at any time upon a notice period of one (1) month. After this notice period, the company car will be automatically disconnected from EEVEE Mobility, EEVEE Business Web Platform and/or to EEVEE App.
- 5.3 Immediate termination without notice and compensation
Each Party is entitled to terminate the Agreement at any time immediately by registered letter, without judicial intervention and without any compensation being due, in each of the following cases:
- In the event of proven fraud, willful misconduct or gross negligence on the part of the other Party in the performance of the Agreement;
 - Default in the performance of the Agreement by the other Party after having been given notice to remedy this within thirty (30) days after written notice of default;
 - If the other Party has become insolvent, has filed for judicial reorganisation or bankruptcy, is declared bankrupt or is dissolved/liquidated, either voluntarily or by court order, if this decision is no longer subject to appeal or (third-party) objection.

ARTICLE 6 - CONFIDENTIALITY

- 6.1 The Parties recognize that the information provided in the performance of the Agreement, including the Commercial Proposal as provided by EEVEE and any information concerning a Party's customers, employees, business procedures, methods, prices services and products, will be confidential ("Confidential Information").
- 6.2 Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and three (3) years thereafter.
- 6.3 The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agrees that it shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information (and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.
- 6.4 The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its Staff and/or consultants, to the extent such Staff and/or consultants have a need to know within the framework of the Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such Staff and/or consultants prior to such disclosure or such giving access and (ii) such consultants and/or contractors are not direct competitors of EEVEE.
- 6.5 The term "Confidential Information" hereunder shall not include information which:
- a) is or becomes part of the public domain without violation of the Agreement;
 - b) is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
 - c) is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party; or
 - d) is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.



- 6.7 Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any license in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.
- 6.8 Parties agree that EEVEE may during and over the term of this Agreement extract data for aggregation on an anonymised basis with data from sources other than the Client and that such aggregated and anonymised data may be used to gain insights, review and improve EEVEE Mobility, EEVEE Business Web Platform and EEVEE App and develop new products and services.
- 6.9 Without prejudice to article 11.7, the Parties agree not to make any communication press release or other statements orally or in writing related to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.

ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS

The Parties shall retain all rights to their respective intellectual property rights which they held prior to entering into this Agreement. Nothing in this Agreement shall be construed or have the effect of granting a license or right (implicit or otherwise) to any intellectual property right of the other Party (including trade secrets and know-how) unless the Parties agree otherwise in writing, clearly stating the subject matter of the right granted, its extent and nature, its transferability, any compensation thereof and its effect in time and space.

ARTICLE 8 - PROTECTION OF PERSONAL DATA

- 8.1 In the context of its activities under this Agreement, EEVEE collects, holds, discloses and/or otherwise processes Personal Data (of the Fleet Driver). Pursuant to the applicable Privacy Legislation, EEVEE considers itself as a data controller with respect to these personal data as it determines itself the purposes for which and the means by which the Personal Data is processed. EEVEE will act as a data controller in accordance with the provisions of its Privacy Policy <https://eeveemobility.com/privacy-policy>). In this privacy policy, EEVEE wants to inform each data subject (such as the Fleet Driver) what personal data it collects, for what purpose it will process this data, the legal basis for the processing, to whom the personal data may be transferred, how long it will be retained, how the personal data will be protected and what rights the data subjects have with regard to the processing of their personal data.
- 8.2 EEVEE shall transfer Personal Data of the Fleet Driver to the Client under and in accordance with the Agreement
- 8.3 Parties will, in a mutual effort, ensure that EEVEE has the right to transfer this Personal Data to the Client. This entails, among others, the obligation of the Parties to fulfill their transparency obligations with regard to the Fleet Driver, for example regarding the purpose of the processing of the Personal Data.
- 8.4 The Client understands and acknowledges that, following the Privacy Legislation, the Fleet Driver is entitled to exercise certain rights, such as the right to erasure. Should a Fleet Driver file a request to exercise such a right, EEVEE shall be obligated to comply with such request, and this will in no way give rise to a right for the Client to claim damages. It is the Client's responsibility to make the necessary arrangements between itself and the Fleet Driver with regard to the (mandatory) use of the App by the Fleet Driver.
- 8.5 Both Parties undertake to always comply with their obligations as data controllers under the Privacy Legislation and to take the necessary measures for the protection of this Personal Data.



- 8.6 Both Parties shall have and maintain, from the time of their possession of the Personal Data, each separately and as independent controllers, full control over, inter alia, the purpose of the processing, the use and processing of the Personal Data, the proportionality of the processing, as well as the implementation of the necessary technical & organisational measures on the processing carried out under their responsibility.
- 8.7 The Parties shall reasonably cooperate and communicate with each other in the context of the Privacy Legislation if this is necessary for the fulfillment of their mutual obligations concerning the protection of the Personal Data. In particular, they shall inform each other in good faith and as soon as possible (and in any event within the statutory time limits) of any data breaches in relation to the Personal Data which may affect the rights and obligations of the other Party.
- 8.8 Each Party shall be responsible for the processing of the Personal Data carried out by themselves.

ARTICLE 9 - COMPLAINTS

- 9.1 Any complaint must be communicated within fifteen (15) calendar days by registered letter after the alleged fault or omission was discovered or could reasonably have been discovered, under penalty of cancellation.
- 9.2 A possible complaint or dispute shall be no valid reason to withhold payment.
- 9.3 Should defects arise and be reported in due time, EEVEE shall have the option of remedying the defects or paying compensation for them.

ARTICLE 10 - LIABILITY AND INDEMNIFICATION

- 10.1 EEVEE is only liable for direct and foreseeable damage caused by errors or omissions in the performance of this Agreement or as a result of them, as well as by a breach of the provisions of this Agreement or of any statutory or regulatory provision, but only to the extent of the total fee excluding the Fleet Driver charging costs which the Client has paid to EEVEE during the last twelve (12) months of the term of the Agreement, except in the event of willful misconduct or fraud.
- 10.2 Are expressly excluded from liability:
- Cases of force majeure: Any unforeseen and unforeseeable event beyond the control of the Parties, such as the following non-exhaustive list: riot, total or partial strikes within or outside the company, lock-out, severe weather, epidemics, earthquake, fire, storm, flood, power failure, water damage, restrictions imposed by the government or by law. Are also considered, as expressly agreed, as cases of force majeure: the destruction of equipment, computer attacks or piracy, the blocking, in whole or in part, of bandwidth, of energy supplies, the abolition or prohibition, temporarily or permanently, and for whatever reason, of access to the Internet, electronic communications networks, the means of telecommunication and functionality offered by third parties that are necessary for the execution of the Agreement, the cause of which is beyond the control of the Parties and the requirements or provisions of a legislative or regulatory nature, which have an impact on the object or implementation of this Agreement, including the extent of the Parties' mutual rights and obligations;
 - Insofar as not due to wilful misconduct or fraud: any damage to the battery of the (PH) EVs, that are connected to the EEVEE Business Web Platform or the EEVEE App under this Agreement.



ARTICLE 11 - FINAL PROVISIONS

- 11.1 The T&C and the Commercial Proposal comprise the entire Agreement (including its possible annexes and/or addenda) with respect to its subject matter, and supersedes and extinguishes all prior communications, understandings and agreements, written or oral, express or implied, between the Parties.
- 11.2 In case of conflicting provisions, the following hierarchy applies (in order of importance):
- Potential annexes and/or addenda;
 - Commercial proposal;
 - The T&C.
- 11.3 All notices required or permitted pursuant to this Agreement must be given in writing and by e-mail to the addresses specified in the Commercial Proposal. Only if the provisions of this Agreement require a notification to be sent by registered mail, it must be sent to the addresses stated in the Commercial Proposal.
- 11.4 The provisions of this Agreement may not be supplemented, amended or deleted except by means of a written document signed by a legally valid representative of each Party.
- 11.5 If any provision is held by a court or other competent body to be invalid or unenforceable, in whole or in part, this Agreement shall continue to apply to the other provisions hereof and the remainder of the provisions referred to. The Parties agree that in such case the invalid or unenforceable provision shall be deemed to be replaced by a valid provision that corresponds to the original intention of the party.
- 11.6 Any failure by a Party to require performance of the provisions of the Agreement shall not constitute a waiver or relinquishment of the application of this or any other provision.
- 11.7 EEVEE is entitled to refer to the cooperation with the Client as a reference in promotional material.

ARTICLE 12 - APPLICABLE LAW AND DISPUTES

- 12.1 This Agreement is exclusively governed by and must be interpreted in accordance with Belgian law.
- 12.2 Any dispute between the Parties relating to this Agreement shall fall under the exclusive jurisdiction of the courts of Antwerp, department of Hasselt.



EEVEE APP AND EEVEE MOBILITY FOR CARS TERMS & CONDITIONS

These General Terms and Conditions of use govern the registration, use and access to the EEVEE mobile application (hereinafter the “EEVEE App”) offered by EEVEE BV, with registered office at Watertorenstraat 2, 3590 Diepenbeek (Belgium), with company number 0747.470.815, RPR Brussel, talk@eeveeapp.com (hereinafter “EEVEE”).

Please read these General Terms and Conditions carefully before registering or using the EEVEE App and keep them for your records. By fully installing, registering, using and where applicable accessing the EEVEE App, you confirm to be legally bound by these General Terms and Conditions. You will be required to read and accept these General Terms and Conditions prior to the first use of the EEVEE App. If you do not accept these General Terms and Conditions, please refrain from installing, registering, using and where applicable accessing the EEVEE App.

1. DEFINITIONS

The capitalised terms in these General Terms and Conditions shall have the following meaning:

- Agreement or General Terms and Conditions: the present General Terms and Conditions (including the corresponding Privacy Policy) between you as the user of the EEVEE App and where applicable EEVEE Mobility for Cars and EEVEE.
- EEVEE App: the application for Android or iOS mobile devices (i.e. mobile phones, tablets or any similar device as they become available from time to time) offered by EEVEE under the brand name “EEVEE” through which you can access the Services and, where applicable, the application Eevee Mobility for Cars.
- EEVEE Mobility for Cars: the application for Android Automotive OS offered by EEVEE under the brand name “EEVEE”.
- Intellectual Property: all of the following legal rights, title, or interest in or arising under the laws of Belgium and the European Union, any state, any other country or international treaty regime, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including all renewals thereof: (i) patents, patent applications and patent rights, including any such rights granted upon any reissue, re-examination, division, extension, provisional, continuation or continuation-in-part applications, and equivalent or similar rights anywhere in the world in inventions and discoveries; (ii) rights associated with works of authorship and literary property rights, including, but not limited to, copyrights, copyright applications and copyright registrations, and moral rights; (iii) rights relating to know-how or trade secrets, including but not limited to ideas, concepts, methods, techniques, inventions and other works, whether or not developed or reduced to practice, rights in industrial property, customer, vendor and prospect lists, and all associated information or databases, and other confidential or proprietary information; (iv) industrial designs, industrial models, utility models, certificates of invention and other indicia of invention ownership; (v) trademarks, service marks, logos, trade dress, Internet addresses (URLs), trade names and service names, whether or not registered, and the goodwill associated therewith; and (vi) any rights analogous to those set forth in the preceding language and any other proprietary rights relating to intangible property anywhere in the world.
- Services: the current and future services and functionalities offered to you through the EEVEE App.



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2. GENERAL

You are free to use or not use the EEVEE App and you do so entirely at your own risk.

In case the Services will be adapted without any loss of quality, EEVEE will notify you by posting a notice on the EEVEE App home-screen. Notices become effective immediately. If you do not wish to accept such amendments, you have the right to terminate the Agreement in accordance with Clause 9.

In the unlikely event the change to the Services will lead to a minor degree of quality OR in case EEVEE wishes to amend this Agreement, EEVEE will from time to time inform you by posting an amended version at its website, informing you by posting a notice on the EEVEE App home-screen and sending you written notice thereof via mail. Such amendment will be deemed accepted and become effective 30 days after such notice unless you first give a written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of your next term unless you terminate this Agreement in accordance with Clause 9. Your continued use of the Services following the effective date of an amendment will confirm your consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

You recognize and agree that we may revise our Privacy Policy and other policies on the website (without limitation) them at any time in its sole discretion, given the nature of these policies.

We reserve the right to introduce charges for the Services to you. These charges may change from time to time. More details on the applicable charges will be available at all times on our website. In the event the EEVEE App is no longer free to use and where applicable download, you have the right to terminate the Agreement immediately. Charges will be introduced for valid reasons only (including, without limitation, related to coverings cost to comply with laws or regulations, the introduction of new functionality of the EEVEE App or ensuring the continuity of further development or availability of the EEVEE App, EEVEE Mobility for Cars or of EEVEE itself).

In addition to these General Terms and Conditions (herein also referred to as “the Agreement”), you may be subject to terms and conditions that may apply to your access/use of information, products and where applicable services offered by third parties, even if such access/use takes place via the EEVEE App. EEVEE is and will never be a party to any such agreement between you and any such third parties, even if such an agreement with a third party is concluded through the EEVEE App, and EEVEE shall in no way have any responsibility or liability pursuant to such agreements concluded by you and any third party in this manner. Only the third party concerned is responsible for the products and where applicable services covered by any such agreements.

3. INTELLECTUAL PROPERTY

EEVEE and where applicable its licensors are the owner(s) or beneficiary(ies) of all Intellectual Property rights and know-how associated with the EEVEE App. All copyrights, databank rights and software rights in all material contained on, in or available through the EEVEE App, including all information, data, text, graphics, and all source codes, software compilations and other material is owned by EEVEE and where applicable its licensors.

EEVEE grants you – for the term of the Agreement – a non-transferable, non-sub-licensable, royalty-free, worldwide, non-exclusive license to use the EEVEE App for your own personal purposes in accordance with these General Terms and Conditions. This license shall include any future updates made available to you from time to time, provided that you understand and accept that such updates may be subject to other pricing arrangements and additional terms and conditions in respect of which you will be notified at the time such update is made available.



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Without prejudice to your rights relating to the protection of computer programs, you may not:

- Modify, translate or adapt any of the components of the EEVEE App (including any software associated with it) in any way;
- Decompile or disassemble any of the components of the EEVEE App (including any software associated with it) in any way;
- Copy any of the components of the EEVEE App (including any software associated with it) in any way, except to make a back-up copy;
- Transfer, dispose of, grant as a sub-license, lease, lend or distribute any of the components of the EEVEE App (including any software associated with it) or documentation, in any way or in any form to third parties;
- Merge the EEVEE App or any component thereof into any other programs or create derivative works based on (any component of) the EEVEE App;
- Use the EEVEE App in whole or in part or any Confidential Information relating thereto to create software that is functionally equivalent to the EEVEE App or any part thereof;
- Use the EEVEE App in a way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person; and/or
- Remove, obscure or alter proprietary rights notices (including trademarks and copyrights notices) which may be affixed to or contained within the EEVEE App.

EEVEE reserves the sole right to correct any errors in the EEVEE App, its Services or documentation.

Nothing contained in the EEVEE App shall be construed as granting any license or right to make commercial use of any trademark, Intellectual Property right or copyrighted material of EEVEE and where applicable its licensors without their prior written permission.

Should the EEVEE App contain elements of Intellectual Property belonging to third parties, EEVEE shall arrange for such third party to grant you the necessary use rights.

You hereby undertake to immediately inform EEVEE of any claim from any third party based on an alleged breach by EEVEE of the Intellectual Property rights of third parties as well as to provide all information and support related thereto. You hereby grant EEVEE the right to conduct any legal proceedings and negotiations in connection with such a claim. In the event of such a claim, EEVEE may, at its sole discretion: (i) adapt the allegedly infringing component of the EEVEE App related thereto in order to remedy the alleged breach, (ii) obtain the right on your behalf to continue using the relevant component, or, (iii) should EEVEE be of the opinion that neither of those options can reasonably be achieved, terminate the Agreement. The foregoing sets out your sole and exclusive cure and remedy you will have in the event of any third party claim specifically excluding any claim for compensation or refund.



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4. USE OF THE EEVEE APP

You must use the EEVEE App in accordance with these General Terms and Conditions.

In order to access and use the EEVEE App, you may be required to have certain compatible hardware and software (which may be subject to a fee due to a third party), which is your sole responsibility. Periodic updates may also be required. Your use of the EEVEE App may be affected by the functioning of all these elements which are not under the control of EEVEE.

You warrant that you will provide accurate and complete information when registering for or using the EEVEE App and that you will update your registration data to keep them accurate and complete.

You acknowledge and agree to use the EEVEE App at your own risk, with due care and diligence and subject to compliance with all applicable regulations.

You are exclusively responsible for maintaining the security and confidentiality of your EEVEE account, including your login information. You agree to notify EEVEE immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at talk@eeveeapp.com. You are responsible for all use of the EEVEE App occurring under your EEVEE account. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. EEVEE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by EEVEE or another party due to someone else using your account or password. You agree to indemnify, defend, and hold harmless EEVEE and its customers, vendors, affiliates, employees, directors, and agents from and against any claims, losses, damages, and other harm arising in connection with the unauthorized use (including without limitation any use by a person or entity other than you, and any use not expressly permitted by these General Terms and Conditions of your login information).

You may use the EEVEE App solely for lawful purposes, as intended through the provided functionality of the EEVEE App. You may not use the EEVEE App in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the EEVEE App. You may not attempt to gain unauthorized access to the EEVEE App, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you expressly agree that you will not (and you agree not to allow or assist any third party to):

- Modify, alter, reproduce, or distribute the EEVEE App;
- Rent, lease, lend, sell, redistribute, or sublicense the EEVEE App;
- Copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the EEVEE App, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law);
- Attempt to disable or circumvent any security or other technological measure designed to protect the EEVEE App or any content available through the EEVEE App;
- Remove or alter any copyright, trademark or other proprietary rights notices contained in or on the EEVEE App or in or on any content or other material obtained through the EEVEE App or the use of the EEVEE App;
- Create user accounts by automated means or under false or fraudulent pretenses;
- Use any robot, spider, screen or database scraper, site search or retrieval application, or other automated device, process or means to access, retrieve or index any portion of the EEVEE App;
- Probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Reformat, mirror, or frame any portion of the web pages that are part of the EEVEE App;



- Post or transmit (i) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, contains offensive language (e.g., words that are customarily considered “curse words”), or nudity, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming or flooding;
- Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the EEVEE App or its contents
- Harvest or collect information about other users without their prior written consent;
- Otherwise engage in activities that could violate the privacy rights of others;
- Harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including EEVEE employees and other users;
- Create a new account with EEVEE, without EEVEE’s express written consent, if EEVEE previously disabled an account of yours;
- Violate any applicable federal, state or local laws, regulations or these General Terms and Conditions; nor
- Use or access the EEVEE App to build a competing service.

5. LIABILITY

The duties and responsibilities of EEVEE under this Agreement shall be limited to those expressly set forth and undertaken therein.

EEVEE shall not be liable for any loss (i.e. loss, liability, cost, damages, claim, fees, charges and expenses) directly or indirectly resulting from or in any way connected with:

- The inaccuracy and/or incompleteness of the information provided on/via the EEVEE App and/or the use of such information;
- The access/use of the EEVEE App or the impossibility of or delay in the access/use of the EEVEE App (including but not limited to the impossibility of or delay in the access/use of any component of the EEVEE App);
- Any loss of charge from your vehicle’s battery when parked – we do our utmost best to reduce this loss as much as possible;
- The malfunctioning of your device or of any electronic communication network in general of any third party software or hardware;
- Any reason beyond EEVEE’s control, including cases of Force Majeure. For the purposes of this Agreement, Force Majeure shall be understood to mean any unforeseen event which is beyond the reasonable control of EEVEE and which prevents or delays performance by EEVEE (or any person acting on its behalf) of any of its obligations under this Agreement, including but not limited to: natural disasters, epidemic or pandemic, outbreak or escalation of hostilities (whether or not war has been declared), hacking or internet attack that could not be prevented with reasonable security measures, or any other unlawful act against public order or authority, unpredictable acts of the authorities, strike or other labour dispute, government restraint, power or electronic communication network disruption, suspension of payments, insolvency, receivership, administration, bankruptcy or liquidation of any third party;



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- Any delay, data loss or damage in the context of transmission between the EEVEE App and the receiver;
- The negligent, illegal, unethical, fraudulent or criminal acts or omissions of EEVEE's service providers and/or any third party;
- Hacking and/or the spread of computer viruses, bugs or any other malware, malfunctions or errors;
- Any breach by you of any provision of these General Terms and Conditions and/or any abnormal or incorrect use of the EEVEE App.

WITHOUT LIMITING THE FOREGOING AND UNLESS SPECIFICALLY PROVIDED OTHERWISE BY APPLICABLE MANDATORY LAW, UNDER NO CIRCUMSTANCES SHALL EEVEE BE LIABLE FOR:

- ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO CLIENTELE, LOSS OF DATA, LOSS OF EARNINGS, LOSS OF PROFITS, DISRUPTION OF BUSINESS, CLAIMS FROM THIRD PARTIES (OTHER THAN AS SET OUT IN ARTICLE 4 HEREOF RELATING TO THE ALLEGED INFRINGEMENT OF THIRD PARTY RIGHTS) , REPUTATION OR EXPECTED SAVINGS EVEN IF EEVEE WAS ADVISED OR WAS OTHERWISE AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSSES AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNLESS SAID DAMAGE IS THE RESULT OF EEVEE'S INTENTIONAL BREACH OR GROSS NEGLIGENCE.

TO THE EXTENT PERMITTED BY MANDATORY LAW AND NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIABILITY OF EEVEE UNDER THE AGREEMENT FOR ANY AND ALL LOSSES SUFFERED OR INCURRED BY YOU AND WHICH IS NOT SPECIFICALLY EXCLUDED HEREIN, SHALL NOT EXCEED FIVE HUNDRED (500) EUR IRRESPECTIVE OF THE LEGAL GROUND INVOKED INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTIES, TORT OR ANY OTHER LEGAL THEORY. IN THE EVENT THAT EEVEE HAS DECIDED TO INTRODUCE CHARGES FOR THE USE OF THE EEVEE APP, EEVEE'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES SUFFERED OR INCURRED BY YOU AND WHICH IS NOT SPECIFICALLY EXCLUDED HEREIN, SHALL BE CAPPED AT THE TOTAL AMOUNT OF CHARGES YOU PAID FOR USAGE OF THE EEVEE APP DURING THE PAST TWELVE (12) MONTHS OR FIVE HUNDRED (500) EUR WHICHEVER IS HIGHER.

THIS TITLE APPLIES REGARDLESS OF THE LEGAL GROUNDS OR NATURE OF THE CLAIM.



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6. DISCLAIMER OF WARRANTIES

While EEVEE will use reasonable efforts to ensure that all information and documentation relating to the EEVEE App is correct, accuracy cannot be guaranteed and EEVEE cannot assume any responsibility or liability for the accuracy, completeness or authenticity of any information.

THE EEVEE APP AND ANY OF THEIR COMPONENTS ARE PROVIDED ON AN “AS AVAILABLE” OR “AS IS” BASIS. WITHOUT PREJUDICE TO THE MANDATORY PROVISIONS OF APPLICABLE LAW, ALL FURTHER WARRANTIES EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY OF INFORMATION OR FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OBTAINED BY YOU FROM EEVEE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITATION AND TO THE EXTENT PERMITTED BY MANDATORY LAW, EEVEE DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF THE EEVEE APP AND EEVEE MOBILITY FOR CARS OR RELATED SOFTWARE AND THEIR SERVICES EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT OR REGARDING THE FACT THAT THEY WILL OPERATE ERROR-FREE AT ALL TIMES, THAT DEFECTS WHICH DO NOT MATERIALLY AFFECT THE PROVISION OF THE SERVICES WILL BE CORRECTED OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOUR USE OF THE EEVEE APP IS AT YOUR OWN RISK. Any content downloaded or otherwise obtained through the EEVEE App is provided at your own risk, and you are solely responsible for any damage that may result from your use of the EEVEE App.

EEVEE will make all commercially reasonable efforts to ensure that the EEVEE App is accessible or available 24/7, but cannot guarantee this. EEVEE is entitled to make the EEVEE App (temporarily) inaccessible or unavailable in order to optimise them, for maintenance or due to a technical requirements, without this list being exhaustive.

7. YOUR LIABILITY

UNLESS MANDATORY LAW PROVIDES OTHERWISE, YOU MAY BE HELD LIABLE TO INDEMNIFY EEVEE FOR ANY DAMAGES SUFFERED BY IT RESULTING FROM OR RELATED TO: (I) AN INTENTIONAL BREACH OF THESE GENERAL TERMS AND CONDITIONS BY YOU OR GROSS NEGLIGENCE OR FRAUD ON YOUR PART; (II) YOUR INTENTIONAL, ILLEGAL OR GROSSLY NEGLIGENT MISUSE OF THE EEVEE APP IN EEVEE'S SOLE DISCRETION BUT SUBJECT TO JUDICIAL REVIEW; OR (III) A VIOLATION OR INFRINGEMENT OF COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF EEVEE OR ANY THIRD PARTIES WITHIN THE CONTEXT OF THE (USE OF THE) EEVEE APP.

WITHOUT PREJUDICE TO THE FOREGOING AND UNLESS EXPRESSLY PROVIDED ELSEWHERE IN THESE GENERAL TERMS AND CONDITIONS, YOUR TOTAL AGGREGATE LIABILITY FOR BREACH OF THESE GENERAL TERMS AND CONDITIONS SHALL BE LIMITED TO FIVE HUNDRED (500) EUR OR, IN THE EVENT THAT EEVEE HAS DECIDED TO INTRODUCE CHARGES FOR THE USE OF THE EEVEE APP, SHALL BE CAPPED AT THE TOTAL AMOUNT OF CHARGES YOU PAID FOR USAGE OF THE EEVEE APP DURING THE PAST TWELVE (12) MONTHS.

WITHOUT LIMITING THE FOREGOING AND UNLESS SPECIFICALLY PROVIDED OTHERWISE BY APPLICABLE MANDATORY LAW, UNDER NO CIRCUMSTANCES SHALL YOU BE LIABLE TO EEVEE FOR:

- ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO CLIENTELE, LOSS OF DATA, LOSS OF EARNINGS, LOSS OF PROFITS, DISRUPTION OF BUSINESS, LOSS OF REPUTATION OR EXPECTED SAVINGS EVEN IF YOU WERE ADVISED OR WERE OTHERWISE AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSSES AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.



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8. PRIVACY

Your personal data will be processed in accordance with our Privacy Policy which is available on our website.

As long as this Agreement remains in force between you and EEVEE, you hereby irrevocably appoint EEVEE as your attorney-in-fact by granting power of attorney to EEVEE to exercise all of your rights as a data subject pursuant to EU Regulation 2016/679 (i.e. the General Data Protection Regulation or GDPR) and where applicable any other national data protection regulation, specifically in relation to the manufacturer of your (battery) electric vehicle, its respective dealerships and where applicable service centres and specifically relating to your right as a data subject to data portability pursuant inter alia to article 20 of the GDPR to the extent that the GDPR applies to you. You consent to the fact that pursuant inter alia to article 20.2 of the GDPR any relevant personal data will be transmitted directly from said third parties to EEVEE.

9. RIGHT OF WITHDRAWAL – RIGHT OF TERMINATION

By creating your EEVEE account, you request that the Services start as from that time. As a consequence, you cannot withdraw from your acquisition of the EEVEE App. However, you can always cease to use the EEVEE App at any time or terminate the Agreement with EEVEE, thereby following the procedure described below.

The Agreement between EEVEE and you regarding the EEVEE App is concluded for an undefined term. You may at any time terminate this Agreement with immediate effect, without compensation and without prior notice, by clicking on 'deactivate and delete the account'. In this case, you may reactivate the account for a period of thirty (30) days. After this period, we will delete your account and it will no longer be possible to reactivate the account.

EEVEE may at any time terminate the Agreement or any of the services relating to the EEVEE App and, if applicable, EEVEE Mobility for Cars without compensation with one (1) month prior notice to you.

Without prejudice to its other rights available by law or under the Agreement, EEVEE may, at its own discretion, either terminate this Agreement with immediate effect or suspend the performance of this Agreement, deny or restrict your access to the EEVEE App, at any time if you use both applications in any way that is contrary to these General Terms and Conditions, including in the following cases without this list being exhaustive:

- If EEVEE becomes aware of facts that jeopardise the relationship of trust between you and EEVEE or that harm or threaten to harm EEVEE's reputation;
- In case of use of the EEVEE App, for fraudulent or illegal purposes;
- If you do any of the following via the EEVEE App: 'spamming', 'hacking', 'phishing', 'pharming'.

10. VARIOUS

Entire Agreement – These General Terms and Conditions and the EEVEE Privacy Policy constitute the entire agreement between you and EEVEE pertaining to the EEVEE App, including all updates/ upgrades provided to replace and where applicable supplement the Eevee App, and to your access to and use thereof.

Assignment – This Agreement may not be assigned or transferred by you, without the prior written consent of EEVEE. EEVEE may assign its rights and transfer its obligations at any time provided it ensures that your rights are still adequately safeguarded after that transfer.

Feedback – If you provide any feedback to EEVEE concerning the functionality and performance of the EEVEE App (including identifying potential errors and improvements), you hereby assign to EEVEE all right, title, and interest in and to such feedback, and EEVEE is free to use such feedback without payment or restriction.



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Severability – If any provision of these General Terms and Conditions shall be held to be invalid, illegal or unenforceable, both Parties shall be relieved of all rights and obligations arising under such provision but only to the extent that such provision is invalid, illegal or unenforceable and provided that each such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions of these General Terms and Conditions shall be regarded as fully valid and enforceable unless otherwise proved.

No waiver – EEVEE's failure to enforce any provision of these General Terms and Conditions or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision.

Applicable law and competent jurisdiction – If you are not in the USA, these General Terms and Conditions shall be governed by and construed in accordance with Belgian law and any dispute arising out of or in connection with these General Terms and Conditions or the EEVEE App shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules (<https://www.cepami.be/contact-us/>). The arbitral tribunal shall be composed of one or three arbiters depending on the value of your claim as determined by the CEPANI Rules of Arbitration. The proceedings shall be conducted in English and seat of the arbitration shall be Brussels, Belgium; the applicable law shall be Belgian law.

If you are in the United States of America, if a dispute does arise out of these General Terms and Conditions or in relation to your use of the EEVEE app, then the dispute will be resolved in the federal or state courts located in Wilmington, State of Delaware, USA. Both parties consent to the exclusive jurisdiction and venue of the Wilmington, State of Delaware courts for the purpose of resolving any such dispute.

If you are based in the United States of America, Delaware law, excluding its conflict of law provisions, governs these General Terms and Conditions and all other policies (including, without limitation, the Privacy Policy), and any dispute that arises between you and EEVEE.

If you are based in Belgium, only the competent Courts of Antwerp, Belgium (and not CEPANI) shall have exclusive competence related to any dispute arising out of or in connection with these General Terms and Conditions, the EEVEE App and specifically excluding the arbitration clause contained in this Article 10.

11. CONTACT

If you have any questions about our services, the EEVEE App or these General Terms and Conditions, you can contact us by e-mail at talk@eeveeapp.com or by regular mail to: EEVEE BV, Watertorenstraat 2, 3590 Diepenbeek, BELGIUM.



EEVEE CHARGEPASS TERMS & CONDITIONS

These EEVEE ChargePass Terms and Conditions apply to all quotations and orders regarding the Card and the Card services provided by EEVEE to the Client in a business-to-business relationship.

1. DEFINITIONS

As used in these ChargePass Terms, the following terms shall have the following meanings:

- Agreement: in the sentence here, the entirety of the Commercial Proposal, these ChargePass Terms and any possible annexes and/or addenda;
- Card: the card issued by EEVEE with the name "ChargePass" for accessing the public electric charging stations;
- Cardholder: a Staff member to whom the Client has provided a Card;
- Client: the legal entity addressed in the Commercial Proposal that uses the EEVEE Business Web Platform and wishes to provide the Cardholder with a Card under these ChargePass Terms;
- Commercial Proposal: in the sentence of this Agreement, description of the Card and Card Services to be provided at the specified fees, under the conditions of these ChargePass Terms;
- EEVEE: EEVEE BV, a duly organized company under the laws of Belgium, having its registered office at Watertorenstaat 2, 3590 Diepenbeek, Belgium, and registered in the legal entities register of Antwerp, Hasselt division under the business registration number 0747.470.815;
- EEVEE Business Web Platform: the EEVEE web platform where the Client can consult a limited set of company car data from each of certain Staff members;
- ChargePass Terms: this document titled "EEVEE ChargePass Terms and Conditions".
- Party or Parties: EEVEE and the Client.
- Personal Data, Data Subject, etc: have all the meaning as defined in the Privacy Legislation;
- Privacy Legislation: (i) the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, (ii) the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/E;
- Staff: a Party's employees working under the authority and responsibility of such Party and independent contractors (including partners and directors) working under the responsibility of that Party.

2. ACCEPTANCE OF THE CHARGEPASS TERMS

- 2.1. By accepting EEVEE's Commercial Proposal, the Client explicitly shall represent and acknowledge to have having read, understood, and agreed to be bound by the ChargePass Terms which apply to the Commercial Proposal. This acceptance also implies that the Client completely waives the possible application of their own general or specific conditions.
- 2.2. The person entering into the Agreement with EEVEE on behalf of a company or another (legal) entity shall warrant having the authority to bind such entity to the Agreement. The Client can request any Card to be issued only in its name. It must ensure that the Cardholders will also request any Card to be issued only in their name.
- 2.3. The Client is obligated to communicate and enforce these ChargePass Terms to the Cardholders. The Client guarantees that such Cardholders will at all times adhere to these ChargePass Terms.



3. APPLICATION FOR THE EEVEE ELECTRIC CHARGING CARD

- 3.1. Clients can apply for Cards via contacting EEVEE via e-mail or telephone.
- 3.2. Requested Cards will be sent to the address specified by the Client within a timeframe indicated by EEVEE. The Client will further provide the Cards to the corresponding Cardholders. The risk of loss of or damage to the Cards transfers to the Client at the time of the delivery, i.e. the moment of putting the Cards at the disposal of the Client.
- 3.3. Clients are liable to pay the applicable fee for each issued Card, which is further determined in the Commercial Proposal. In the event that, for any reason, a Card needs to be replaced, the same costs may be charged by EEVEE.
- 3.4. As from the moment the Customer has paid all fees for the delivered Card, the Card delivered to the Customer will become the Customer's property.

4. CARD USE OF THE CLIENT

- 4.1. A Card is for personal use only by a Cardholder, within the limits agreed between the parties. A Cardholder is deemed to be authorized by the Client to use the Card.
- 4.2. The Client is responsible for ensuring that no Card remains in the possession of a person who is no longer authorized to use the Card.
- 4.3. The Card may only be used:
 - a) if it is a current Card which has not expired, been cancelled or blocked either by EEVEE or the Client itself;
 - b) if the Card has not been reported stolen or lost by the Client;
- 4.4. The Card may not be used in the following cases:
 - a) if the Agreement for using the Card has been terminated;
 - b) if the Card has been blocked;
 - c) if a substitute Card has been issued.
- 4.5. The Client shall take full responsibility for all transactions carried out using Cards issued and for all information provided to EEVEE in this regard.
- 4.6. Card use is available in Europe.
- 4.7. The Client is responsible to manage its own budgets and will be therefore responsible in case he wants to set purchase or credit limits on the use of the Cards. In such case, the Client needs to inform EEVEE and the Client is responsible to make the corresponding agreements with the Cardholder.

5. DURATION AND TERMINATION

- 5.1. The Agreement shall enter into force on the date of signature by both parties and shall be concluded for an indefinite period.
- 5.2. Each party can terminate the Agreement in writing at any time upon a notice period of one (1) month.
- 5.3. Each party is entitled to terminate the Agreement at any time immediately by registered letter, without judicial intervention and without any compensation being due, in each of the following cases:
 - In the event of proven fraud, wilful misconduct or gross negligence on the part of the other party in the performance of the Agreement;
 - Default in the performance of the Agreement by the other party after having been given notice to remedy this within thirty (30) days after written notice of default;
 - If the other party has become insolvent, has filed for judicial reorganisation or bankruptcy, is declared bankrupt or is dissolved/liquidated, either voluntarily or by court order, if this decision is no longer subject to appeal or (third-party) objection.

6. BLOCKING AN EEVEE ELECTRIC CHARGING CARD

- 6.1. In case of loss, theft, a serious risk of misuse, or misuse of a Card, the Client must immediately contact EEVEE via talk@eeveemobility.com in order to block the Card. If the Client wants a new card for the same Cardholder, he can apply for a new card in accordance with Article 3 using the same e-mail address.
- 6.2. If the Client fails to inform EEVEE to block the Card, either deliberately or through gross negligence, EEVEE shall not be liable for any damage suffered by the Client before reporting the Card lost or stolen. The Client shall provide EEVEE with all available information regarding the circumstances of the loss or fraud and take all appropriate action to help EEVEE search for the lost or fraudulent Cards.
- 6.3. The Client has the right to block a Card at any time for any reason. The Client can block any Cards themselves by contacting EEVEE via talk@eeveemobility.com.
- 6.4. To block a Card, the Client will need to provide the requested information to determine which card needs to be blocked. This requested information may include personal identification details and/or the card number.
- 6.5. Without prejudice to EEVEE's other rights, EEVEE shall be entitled, at any time and without judicial intervention, notice of default, or payment of any compensation, to wholly or partially suspend the provision of a Card if the Client or the Cardholder(s) fail to comply with one or more obligations of these ChargePass Terms or in the event of other circumstances that would justify the immediate suspension of the Agreement. EEVEE will make its best efforts to inform the Client and the Cardholder(s) of a suspension as soon as possible in light of the relevant circumstances. Given the potential urgency of a suspension, it is not excluded that this information may only occur after the suspension has taken place.
- 6.6. Examples of reasons why EEVEE might block a card(s):
 - a) the Client fails to pay invoices by the due date of the payment term;
 - b) invoices of the Client are paid by a third party without a specific written agreement between the Parties and this third party;
 - c) fraudulent use of a Card or any issue compromising the security of the Card;
 - d) the Card has not been used during a consecutive period of six (6) months;
 - e) the Card is found to be defective;
 - f) transferring the Card to a third party without any consent of EEVEE;
 - g) using the Card in contravention of the provisions of this Agreement.This list is not exhaustive and is provided for illustrative purposes only.

7. REIMBURSEMENT AND EXPENSES

- 7.1. The agreed prices and fees are included in the Commercial Proposal. All these amounts are stated in euros, excluding VAT. All payment obligations are non-cancellable and amounts paid are non-refundable. If additional services are agreed upon, they shall be attached in advance and in writing to the Agreement as an annex or addendum.
- 7.2. Unless otherwise stated in the Commercial Proposal, the following invoicing conditions apply:
 - EEVEE invoices on a monthly basis;
 - All invoices are payable within thirty (30) calendar days from the date of the invoice;
 - All local bank costs incurred by the Client in relation to any payments to EEVEE, or any other bank operation cost, shall be borne by the Client;
 - In the event of non-payment by the due date, any amount due to EEVEE shall bear an interest of 8% per year from the first business day of delay with a minimum amount of 50 euros per invoice;
 - Without prejudice to the preceding and without any prejudice to the payment obligation of the Client, any contestation of an invoice must be communicated within a period of ten (10) business days as of the invoice date by a motivated registered letter. After this period, the Client shall be deemed to have definitively accepted the invoiced amount.



8. CONFIDENTIALITY

- 8.1. The Parties recognize that the information provided in the performance of the Agreement, including the offer as provided by EEVEE and any information concerning a Party's customers, business procedures, methods, services and products, will be confidential. Being considered as confidential information (however without this list being exhaustive): all business and production secrets, including trade and commercial secrets, customer and supplier lists, trademarks and other intellectual property, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions, processes, schematics, testing procedures, software design and architecture, specifications, technical, commercial and financial information, reports and other information of any kind, related to the activities of a Party, regardless of whether the information in question was explicitly designated as confidential ("Confidential Information").
- 8.2. Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and three (3) years thereafter.
- 8.3. The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information (and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.
- 8.4. The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its employees and/or consultants/contractors, to the extent such employees, consultants and/or contractors have a need to know within the framework of the Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such employees, consultants and/or contractors prior to such disclosure or such giving access and (ii) such consultants and/or contractors are no (in)direct competitors of EEVEE.
- 8.5. The disclosing Party may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of the Agreement and any copies thereof be returned with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the receiving Party shall comply with any such request within seven (7) calendar days of receipt of such request.
- 8.6. The term "Confidential Information" hereunder shall not include information which:
 - Is or becomes part of the public domain without violation of the Agreement; or- is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
 - Is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party; or
 - Is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.
- 8.7. Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any license in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.
- 8.8. Without prejudice to article 14.3, the Parties agree not to make any communication press release or other statements orally or in writing relation to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.



9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The parties shall retain all rights to their respective intellectual or industrial property rights which they held prior to entering into this Agreement. Nothing in the Agreement shall be construed or have the effect of granting a license or right (implicit or otherwise) to any intellectual or industrial property right of the other party (including trade secrets and know-how) unless the parties agree otherwise in writing, clearly stating the subject matter of the right granted, its extent and nature, its transferability, any compensation thereof and its effect in time and space.
- 9.2. The Client granted a restricted, non-exclusive, revocable and non-transferable licence for the intellectual property rights as contained in the Card services, to the extent strictly necessary for their use in accordance with the Agreement.
- 9.3. The Client must refrain from infringing the intellectual property and other rights of EEVEE and is not permitted to remove or modify any indication relating to intellectual property rights (such as logos and copyright reserved) on or in connection with EEVEE or the software, hardware, applications, website or equipment made available.

10. PROTECTION OF PERSONAL DATA

- 10.1 In the context of its activities under this Agreement, EEVEE collects, holds, discloses and/or otherwise processes Personal Data (of the Cardholder). Pursuant to the applicable Privacy Legislation, EEVEE considers itself as a data controller with respect to these personal data as it determines itself the purposes for which and the means by which the Personal Data is processed. EEVEE will act as a data controller in accordance with the provisions of its Privacy Policy (<https://eeveemobility.com/privacy-policy>). In this privacy policy, EEVEE wants to inform each data subject (such as the Cardholder) what personal data it collects, for what purpose it will process this data, the legal basis for the processing, to whom the personal data may be transferred, how long it will be retained, how the personal data will be protected and what rights the data subjects have with regard to the processing of their personal data.
- 10.2. EEVEE shall transfer Personal Data of the Data Subject to the Client under and in accordance with the Agreement.
- 10.3. Parties will, in a mutual effort, ensure that EEVEE has the right to transfer this Personal Data to the Client. This entails, among others, the obligation of the Parties to fulfill its transparency obligations with regard to the Data Subject.
- 10.4. The Client understands and acknowledges that, following the Privacy Legislation, the Data Subject is entitled to exercise certain rights, such as the right to erasure. Should a Data Subject file a request to exercise such a right, EEVEE shall be obligated to comply with such request, and this will in no way give rise to a right for the Client to claim damages. It is the Client's responsibility to make the necessary arrangements between itself and the Data Subject with regard to the (mandatory) use of the EEVEE Electric Charging Card by the Data Subject.
- 10.5. Both Parties undertake to always comply with their obligations as data controllers under the Privacy Legislation and to take the necessary measures for the protection of this Personal Data.
- 10.6. Both Parties shall have and maintain, from the time of their possession of the Personal Data, each separately and as independent controllers, full control over, inter alia, the purpose of the processing, the use and processing of the Personal Data, the proportionality of the processing, as well as the implementation of the necessary technical & organizational measures on the processing carried out under their responsibility.
- 10.7. The Parties shall reasonably cooperate and communicate with each other in the context of the Privacy Legislation if this is necessary for the fulfillment of their mutual obligations concerning the protection of the Personal Data. In particular, they shall inform each other in good faith and as soon as possible (and in any event within the statutory time limits) of any data breaches in relation to the Personal Data which may affect the rights and obligations of the other Party.
- 10.8. Each Party shall be responsible for the processing of the Personal Data carried out by themselves.



11. COMPLAINTS

- 11.1. Any complaint must be communicated by e-mail to talk@eeveemobility.com within fifteen (15) calendar days after the alleged fault or omission was discovered or could reasonably have been discovered, under penalty of cancellation.
- 11.2. A possible complaint or dispute shall be no valid reason to withhold payment.
- 11.3. Should defects arise and be reported in due time, EEVEE shall have the option of remedying the defects or paying compensation for them.

12. LIABILITY AND INDEMNIFICATION

- 12.1. EEVEE is liable only for direct and foreseeable damage caused by errors or omissions in the performance of this Agreement or of any statutory or regulatory provision, but only limited to € 1000 per annum per event giving rise to the claim, with a series of related events being treated as one single event, except in the event of willful or gross negligence.
- 12.2. Are expressly excluded from EEVEE's liability:
 - Cases of force majeure;
 - Indirect, special, incidental or consequential damage of any type, including but not limited to disruption to business activities, claims from third parties, damage as a consequence of disruption to business activities or loss of profits, loss of inventory, or of competitive advantage or of goodwill related to the Agreement, whether or not foreseeable, regardless of other causes of the damage, even if one of the parties was aware in advance of the possibility of damage, under whatever legal form (law, wrongful action, agreement or otherwise);
 - Any damage suffered or incurred by the Client arising from or in connection with (i) incorrect or incomplete details provided by the Client, (ii) actions or omissions on the part of the Client, (iii) any act or omission on the part of the Client contrary to any provision(s) of these ChargePass Terms, and/or (iv) failure or delay on the part of the Client to respond to a notification, warning or information when disclosed.
- 12.3. The Parties shall indemnify each other against all claims or demands of third parties arising from or relating to the conclusion, performance and/or termination of this Agreement which are attributable to the other Party.
- 12.4. The Client is fully liable for any damage that it suffers as a result of mechanical damage to the Card, e.g. due to inappropriate keeping or excessive wear of the Card.

13. FINAL PROVISIONS

- 13.1. The ChargePass Terms and the Commercial Proposal comprise the entire Agreement (including its possible annexes and/or addenda) with respect to its subject matter, and supersedes and extinguishes all prior communications, understandings and agreements, written or oral, express or implied, between the parties.
- 13.2. In case of conflicting provisions, the following hierarchy applies (in order of importance):
 - Potential annexes and/or addenda;
 - Commercial Proposal;
 - These ChargePass Terms.
- 13.3. The provisions of this Agreement may not be supplemented, amended or deleted except by means of a written document signed by a legally valid representative of each party.
- 13.4. If any provision is held by a court or other competent body to be invalid or unenforceable, in whole or in part, this Agreement shall continue to apply to the other provisions hereof and the remainder of the provisions referred to. The parties agree that in such case the invalid or unenforceable provision shall be deemed to be replaced by a valid provision that corresponds to the original intention of the party.
- 13.5. Neither Party may assign its rights or obligations under these ChargePass Terms, in whole or in part to a third party, without the prior express consent of the other Party.
- 13.6. Any failure by a Party to require performance of the provisions of the Agreement shall not constitute a waiver or relinquishment of the application of this or any other provision.
- 13.7. EEVEE is entitled to refer to the cooperation with the Client as a reference in promotional material.



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- 13.8. The Agreement is exclusively governed by and must be interpreted in accordance with Belgian law.
- 13.9. Any dispute between the Parties relating to this Agreement shall fall under the exclusive jurisdiction of the courts of Antwerp, Hasselt department.

