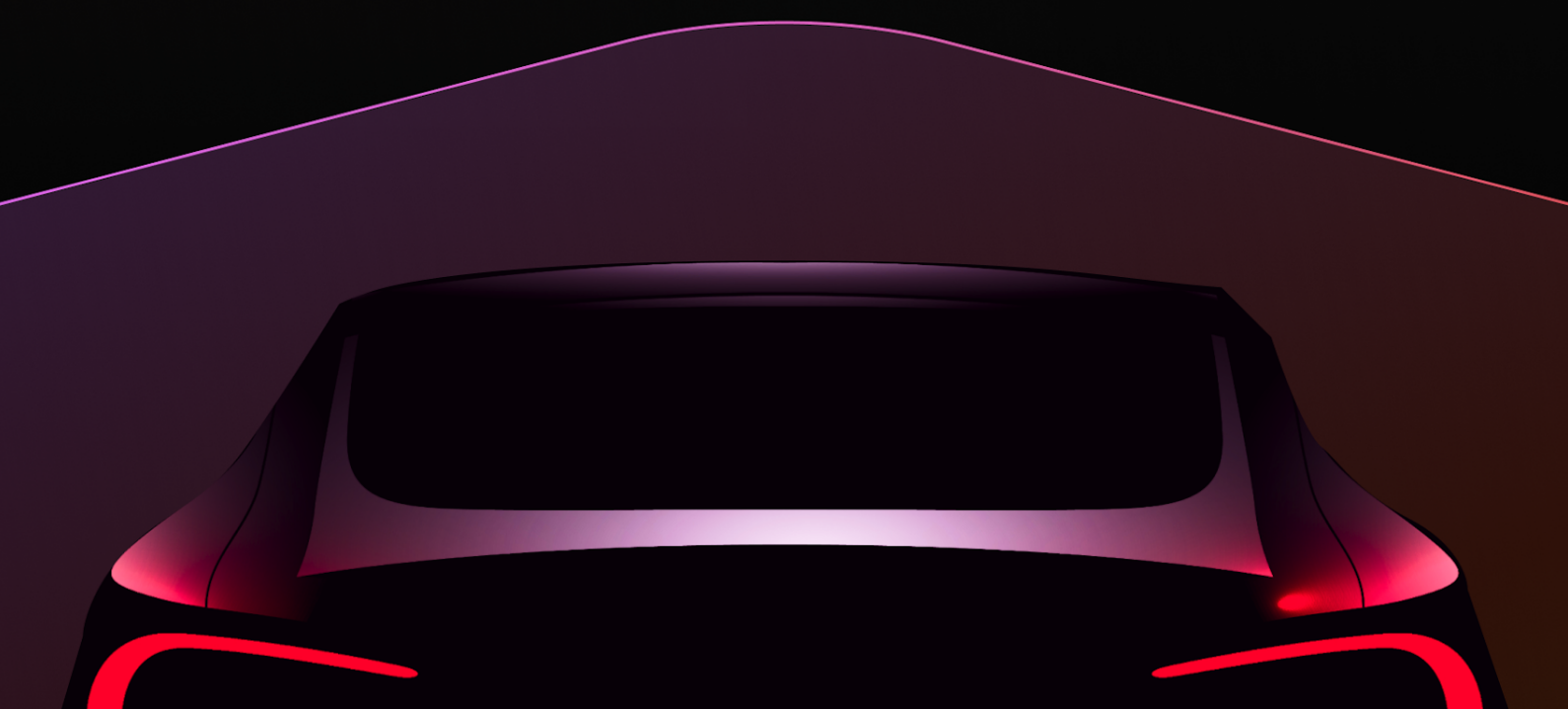




**EEVEE
MOBILITY
.COM**

Terms and Conditions

Version May 2023



General 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 no (in)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 after the term of this Agreement extract data for aggregation on 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.