

EEVEE ChargePass Terms and 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.

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.

