

## **Q8 electric General Terms and Conditions**

The present General Terms and Conditions apply to all quotations and orders for Q8 electric Services from KPB (as defined herein). For the avoidance of misunderstanding, the General Terms and Conditions do not apply to the supply and maintenance of Charging Stations, which are governed by Special Terms and Conditions to be agreed separately between the Parties.

Together with the Registration Form, the Application Confirmation, the Confirmation of Participation and any Special Terms and Conditions, the General Terms and Conditions constitute the entirety of the agreement between the Parties with respect to the provision of Q8 electric Services. The Agreement supersedes any previous written and verbal notifications, arrangements and agreements in this respect. In the event of a conflict between the General Terms and Conditions and the Special Terms and Conditions, the General Terms and Conditions shall prevail, unless specified otherwise with explicit reference to the article in the General Terms and Conditions which is deviated from.

If the Parties have already signed a Q8 Liberty agreement, these terms and conditions shall be considered to be Special Terms and Conditions (as defined in the General Terms and Conditions for Q8 Liberty Cards) within Q8 Liberty in terms of the subject matter of the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions for Q8 Liberty Cards and the present General Terms and Conditions, the General Terms and Conditions for Q8 Liberty Cards shall prevail, unless specified otherwise below with reference to the article in the General Terms and Conditions for Q8 Liberty Cards which is deviated from.

The Participant expressly confirms to have read and understood and to accept the General Terms and Conditions. This acceptance also implies that the Participant completely renounces any application of their own general or special terms and conditions. Without prejudice to Article 17 (Modifications), the Agreement may only be amended in writing with the agreement of both Parties. In addition to these conditions, the Platform Terms of Use of Threeforce BV (LMS) as laid down in Annex 2 also apply. Some of the rights and obligations under the Agreement are transferred to LMS as set out in Article 11 of the General Terms and Conditions.

Within the General Terms and Conditions, provisions in boxes preceded by the acronym 'B2B' apply only to Agreements concluded with businesses as defined under Article I.1, 1° of the Belgian Code of Economic Law. Provisions preceded by the acronym 'B2C' apply only to Agreements concluded with consumers as defined under Article I.1, 2° of the Belgian Code of Economic Law. Other provisions contained within the General Terms and Conditions apply to both businesses and consumers as defined by the Belgian Code of Economic Law.

### **1. Definitions**

1.1 Terms within the Agreement with capital first letters shall have the meaning defined below, except where it is indisputably clear from the context of a specific provision that this meaning does not apply in this provision:

'Administration Service':	the service consisting of the provision of administrative support to the B2B customer (employer) by or on behalf of KPB in the context of Q8 electric Services;
'Agreement':	the General Terms and Conditions, and where applicable the Registration Form, the Application Confirmation, the Confirmation of Participation and the applicable Special Terms and Conditions;
'Application Confirmation':	the confirmation of receipt of an application sent by KPB, and consisting of a finalised application form, completed with the selected specifications and any applicable discounts; this application must be confirmed by clicking on the link provided;
'Cardholder':	any natural person aged over 18 designated by the Participant via the Platform as an authorised user, and who is issued with a Charging Card;
'Charging Card':	a carrier of the unique identification number issued by KPB that provides access to the use of Charging Stations within the Network. This carrier may be a Q8 electric Card or the Q8 electric App;
'Charging Services':	the services associated with the use of Charging Stations within the Network with a Charging Card, including the allocation and management of Charging Cards, the collection and

	processing of data from charging sessions and the management and settling of charging transactions with the owner of the Charging Station and the Participant;
'Charging Station':	a facility that can be used to charge the battery of an electric vehicle;
'Confirmation of Participation':	written confirmation by KPB of the acceptance by KPB of the Application Confirmation or of the Participant's registration;
'Consumers':	consumers within the meaning of Article I.1,2° of the Belgian Code of Economic Law;
'Credit Limit':	the maximum amount for which Q8 electric Services can be purchased by the Participant;
'Data Processing Addendum':	the addendum referred to in Article 16 and annexed to the General Terms and Conditions. This addendum forms an integral part of the Agreement, and describes the data processing obligations on the part of KPB in its role as controller of restricted personal data pursuant to the European General Data Protection Regulation (GDPR);
'Documentation':	electronic and/or paper information which is regularly made available by KPB to the Participants and/or Cardholders for free consultation by the Participants and/or Cardholders, containing, inter alia, more information on the application for and use of the Q8 electric Card by the Participants and/or Cardholders;
'E-invoice':	an invoice that is submitted and sent in electronic format as defined by KPB;
'E-invoicing':	the submission of an E-invoice by electronic means;
'Existing Platform':	this term has the meaning given to it in the definition of 'Platform'.
'Force Majeure':	any act or event beyond the reasonable control of a Party, its subcontractors or contractors, which prevents the fulfilment by this Party of its obligations under this Agreement, in whole or in part, whether temporarily or otherwise, including but not limited to disaster, fire, flood, earthquake, natural elements, pandemic, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, disorder, uprising, revolutions and strikes, lockouts or labour disputes, acts by public authorities, accident or breakdown of plant or machinery, equipment shortage, non-supply of services by a utilities provider (including electricity, gas, network or telecoms providers) and any act or omission on the part of third parties beyond the reasonable control of a Party;
'General Terms and Conditions':	the present document entitled 'Q8 electric General Terms and Conditions' and the annexed Data Processing Addendum;
'Home Charging Services':	services for the settlement of charging sessions by employees of the Participant who charge at home in accordance with the General Terms and Conditions, if the Participant wishes to reimburse employees for their home charging sessions. Home Charging Services do not include the services associated with charging sessions by employees of the Participant at the Participant's offices ('office charging services') or at public charging stations ('public charging services');
'KPB':	Kuwait Petroleum (Belgium) SA/NV, with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT No. BE0404.584.525;
'KPL':	Kuwait Petroleum (Luxembourg) SA, with its registered office at Rue de l'Industrie 12, L-8069 Bertrange, registered in the Luxembourg Trade and Companies Register under number B49456, VAT No. LU 16241579;
'KPN':	Kuwait Petroleum (Nederland) BV, with its registered office at Schenkkade 50, NL-2595 AR The Hague, registered in the Dutch Chamber of Commerce under number 24025263, VAT No. NL 001250590B01;

'Kuwait Petroleum Group':	any legal entity or group of legal entities directly or indirectly controlled by Kuwait Petroleum Europe BV;
'LMS':	Threeforce BV, with trade name 'Last Mile Solutions', a private limited company under Dutch law, with its registered office at Zeemansstraat 11, NL-3016 CN Rotterdam, registered in the Dutch Chamber of Commerce under number 24360819; phone number: +31 10 312 6000; email: info@lastmilesolutions.com;
'Means of Access':	Username and Password;
'MSP':	mobility service provider, a company that issues charging cards with a view to providing access to Charging Stations to its customers;
'Network':	the joint network formed by the Q8 electric Network and the Partner Network;
'New Platform':	this term has the meaning given to it in the definition of 'Platform'.
'Participant':	the natural person aged over 18 or the legal person who signs the Agreement with KPB;
'Partner Network':	all Charging Stations at which the Charging Card can be used, and which are situated outside the Q8 electric Network, as posted on the Website, the Q8 electric App and/or the Platform;
'Party' or 'Parties':	KPB and/or the Participant, as the case may be;
'Password':	a Cardholder's or Participant's password for access to and use of the Q8 electric App or the Platform;
'Platform':	one of the online platforms for Q8 Liberty, Small & Large Business customers, accessible either at (i) <a href="https://electric.q8.be/portal/login">https://electric.q8.be/portal/login</a> (the 'Existing Platform'), or at (ii) <a href="https://portal.q8electric.be">https://portal.q8electric.be</a> (the 'New Platform'), where the Participant can register, manage the Charging Cards and Charging Stations and check transactions. The applicable platform depends on how the Q8 electric Services are provided, as communicated by KPB to the Participant from time to time. A reference to 'Platform' in the Agreement shall be deemed to be a reference to the applicable platform for the Party concerned in accordance with Articles 2.2 and 2.3;
'Q8 electric App':	the smartphone application with which the Participant can manage the Charging Cards and Charging Stations and check transactions on the Existing Platform. These applications are available for Apple iOS and Android. The applicable Q8 electric App at the time of these General Terms and Conditions may only be used for the Existing Platform, not for the New Platform;
'Q8 electric Card':	the card issued by or on behalf of KPB or a member of the Kuwait Petroleum Group named 'Q8 electric Card' or otherwise, with a view to providing access to the Charging Stations in the Network. The applicable Q8 electric Card shall depend on how the Q8 electric Services are provided and the associated Platform, as communicated by KPB to the Participant from time to time. A reference to 'Q8 electric Card' in the Agreement shall be deemed to be a reference to the applicable card for the Party concerned in accordance with Articles 2.2 and 2.3;
'Q8 electric Network':	all Charging Stations managed by KPB, KPN or KPL;
'Q8 electric Services':	the Charging Services, Home Charging Services, Administration Services and any other services relating to the services referred to herein provided by KPB in accordance with the General Terms and Conditions, excluding the provision and maintenance of Charging Stations provided by or on behalf of KPB under separate terms and conditions as separately agreed between the Parties;

'Q8 Liberty, Small & Large Business':	Q8 Liberty customers, whether natural persons performing a professional activity in a self-employed capacity, companies that are small or micro companies within the meaning of Article 1:24 or Article 1:25 of the Belgian Companies and Associations Code, or companies that are not small companies within the meaning of Article 1:24 of the Belgian Companies and Associations Code;
'Q8 Liberty' or 'Liberty':	the fuel cards service for business customers of KPB, as specified at <a href="https://www.q8liberty.be/">https://www.q8liberty.be/</a> ;
'Registration Form':	the electronic or paper registration form made available by KPB to Consumers in order to allow them to register for Q8 electric Services;
'Security':	a bank guarantee, surety or any other financial security in a form accepted by KPB.
'Special Terms and Conditions':	the additional, supplementary or deviating terms and conditions agreed in writing between the Parties, and forming part of the Agreement;
'Username':	a Cardholder's or Participant's identification code, allowing them to use the Platform or the Q8 electric App;
'Webform':	<a href="http://www.q8.be/vraag">www.q8.be/vraag</a> and <a href="http://www.q8.be/question">www.q8.be/question</a>
'Website':	<a href="https://portal.q8electric.be/">https://portal.q8electric.be/</a> ;

- 1.2 In the event of a conflict between the General Terms and Conditions and a provision in the Annexes, the General Terms and Conditions shall prevail, unless specified otherwise with explicit reference to the article in the General Terms and Conditions which is deviated from.

## 2. **Participation**

- 2.1 In order to be able to purchase the Q8 electric Services described in the General Terms and Conditions, customers must complete a Registration Form to be submitted to KPB for approval in accordance with the provisions of this article. The provisions relating to quotations, orders and the conclusion of an Agreement in respect of specific Q8 electric Services, which are not described in the General Terms and Conditions, may be governed in the Special Terms and Conditions in respect of such specific Q8 electric Services.
- 2.2 **Q8 Liberty, Small & Large Business customers** may submit an application to purchase Q8 electric Services by completing the Registration Form and confirming that they have read and accept the General Terms and Conditions and any applicable Special Terms and Conditions. After completing and submitting the Registration Form and on receipt of the Application Confirmation, the customer is required to explicitly confirm their application to KPB. Q8 electric Services shall be provided to Q8 Liberty, Small & Large Business customers as follows:
- a) Q8 Liberty, Small & Large Business customers with a Powerdale Charging Station will be receiving the Q8 electric Services through the Existing Platform and the associated Q8 electric Card and Q8 electric App;
  - b) Subject to subparagraph a), Q8 Liberty, Small & Large Business customers who already had an Agreement with KPB for the provision of Q8 electric Services at the time of entering into this Agreement will be subject to migration as described in Article 3.4 below;
  - c) Subject to subparagraph (a), Q8 Liberty, Small & Large Business customers who did not have an Agreement with KPB for the provision of Q8 electric Services at the time of entering into this Agreement will be receiving the Q8 electric Services:
    - a. in the case of Home Charging Services, through the New Platform and the associated Q8 electric Card; and
    - b. in the case of office charging services and public charging services, through the Existing Platform and the associated Q8 electric Card and Q8 electric App.

For the avoidance of misunderstanding, the Existing Platform and the New Platform each use a separate Q8 electric Card. Participants using Home Charging Services (through the New Platform) and office

charging services (through the Existing Platform) will be using two Q8 electric Cards, as separately explained in writing by KPB from time to time.

- 2.3 **Consumer customers** can register in the Q8 electric App by linking a valid means of payment to their account and confirming that they have read and accept the General Terms and Conditions and any applicable Special Terms and Conditions. The means of payment must in all instances be valid for at least six (6) weeks to guarantee payment for charging sessions during the current calendar month. Consumer customers will be receiving the Q8 electric Services through the Existing Platform and the associated Q8 electric Card and Q8 electric App.
- 2.4 The Agreement between a Participant and KPB will not enter into effect until KPB has sent the Confirmation of Participation, at which time the Participant will receive a Username and a Password to be set in order to use the Platform, the Q8 electric App (on the Existing Platform) and the Q8 electric Services purchased for the duration of this Agreement. Consumer customers may set their own password when they register for the Q8 electric App.
- 2.5 KPB is entitled, in light of all the facts and factors which may reasonably be relevant, to reject the application for participation in and purchase of specific Q8 Electric Services, or to make this dependent on meeting certain conditions (such as rectifying incorrect information, providing Securities, providing direct debit instructions, mandates, etc.).
- 2.6 The Participant shall guarantee that all details provided to KPB (such as credit card details) are current, complete and accurate and will remain so for the duration of the Agreement, and that they are authorised to communicate these details to KPB. The Participant undertakes to inform KPB immediately of any changes to these details in writing by registered letter or through the [Webform](#).
- 2.7 The Participant is required to communicate the General Terms and Conditions (including Annexes), as well as any applicable Special Terms and Conditions, to the Cardholders, and ensure their compliance with them. The Participant shall warrant that the Cardholders will comply at all times with the General Terms and Conditions and any Special Terms and Conditions as if they themselves were Participants in accordance with this Agreement. The Participant shall warrant that they (i) have obtained all necessary consents from individuals (including Cardholders) in connection with the provision of Q8 electric Services by KPB, including in the context of the processing of personal data; and (ii) will provide all necessary information to individuals (including Cardholders) as required or desired from time to time to enable the Participant and KPB to comply with the applicable legislation and regulations, including GDPR. The Participant accepts, and warrants that each of their Cardholders accepts, the Data Processing Addendum set out in Annex 3.

### **3. Provision of the Q8 electric Services and migration**

- 3.1 KPB undertakes to use its best efforts to provide the purchased Q8 electric Services to the Participant in accordance with the provisions of this Agreement.
- 3.2 Unless expressly agreed otherwise, reasonable efforts will be made to fulfil all commitments on the part of KPB with respect to the Q8 electric Services; such commitments will not be linked to the achievement of any result, KPIs or SLA conditions.
- 3.3 Without prejudice to KPB's other rights, KPB shall be entitled at any time, without judicial intervention, notice of default or payment of any compensation, to suspend the provision of the Q8 electric Services in whole or in part if the Participant fails to comply with one or more obligations under this Agreement, or in the event of other circumstances that justify the immediate suspension of the Agreement (such as higher-than-normal use of or data exchange to or from the Q8 electric Services). KPB will always do its utmost to inform the Participant as quickly as possible of any such suspension in light of the circumstances at hand, in accordance with Article 20.2 of the General Terms and Conditions. Given the potentially urgent nature of a suspension, it is conceivable that notification can be given only after the suspension has been implemented.
- 3.4 Q8 Liberty, Small & Large Business customers who, at the time of entering into this Agreement, already had an Agreement with KPB for the provision of Q8 electric Services, and have Charging Stations other than Powerdale Charging Stations, will be migrated from the Existing Platform to the New Platform for Home

Charging Services. The date and details of the migration will be communicated by KPB. As part of the migration, among other things:

- (i) Cardholders (other than Consumer customers) will receive a new Charging Card for the use of Home Charging Services on the New Platform;
- (ii) Cardholders (other than Consumer customers) will continue to use the existing Charging Card for office charging services and public charging services on the Existing Platform; and
- (iii) delivery of and invoicing for Home Charging Services will be undertaken by LMS in accordance with Articles 10 and 11.

Home Charging Services will then no longer be visible in the Q8 electric App associated with the Existing Platform, but only in the New Platform. KPB may change the date and content of the migration at its discretion and will inform the Q8 Liberty, Small & Large Business customer of this as soon as possible. The Q8 Liberty, Small & Large Business customer hereby agrees in advance to the migration. The Q8 Liberty, Small & Large Business customer will inform their employees about the migration from time to time. The Q8 Liberty, Small & Large Business customer and the Consumer customer acknowledge that certain services may not (or may no longer) be accessible to them depending on the mode of provision of Q8 electric Services (e.g. some features may only be available on one of the Platforms but not on the other).

#### **4. Allocation of Charging Cards**

- 4.1 Consumer customers may request a Q8 electric Card via the Q8 electric App. Q8 Liberty, Small & Large Business customers may request and manage their cards via the Platform.
- 4.2 Q8 electric Cards requested will be sent to the address specified in the Q8 electric App or on the Platform within the delivery period of fourteen calendar days.
- 4.3 Q8 Liberty, Small & Large Business customers must pay KPB the applicable administration charge for each Q8 electric Card issued (except for the card used for Home Charging Services), namely EUR 1.65 per Q8 electric Card, excluding VAT, per month. If, for whatever reason, a Q8 electric Card must be replaced, the same costs may be charged by KPB.
- 4.4 Participants can create additional accounts for Cardholders (employees) via the Platform by following all the steps and completing the required fields. Cardholders will receive a separate email with their Username and a Password to be set by them for the Q8 electric App. This email will be sent to the email address provided by the Participant on the Platform.
- 4.5 To use the Q8 electric App, Cardholders must have a compatible mobile device with internet access which meets the most recent software and security requirements. KPB recommends securing the device by means of a passcode, pattern, fingerprint, Touch ID or Face ID. Cardholders wishing to link the Q8 electric App to their account on the Platform will be asked to enter their Password. Cardholders are personally responsible for keeping their Password confidential. As soon as they have reason to suspect that their Password has fallen into the hands of a third party, they must inform KPB accordingly and change the Password immediately.
- 4.6 Q8 electric Cards shall remain the property of KPB at all times. The risk associated with Q8 electric Cards, Usernames and Passwords transfers to the Participant at the moment of despatch thereof to a Cardholder by or on behalf of KPB. The Participant is responsible for handling and storing these Q8 electric Cards and data in a secure and confidential manner to limit the risk of wrongful use. The Q8 electric Cards must not be left unattended in vehicles or in any other place. The Participant is responsible for any charging sessions that occur in the event that their mobile device is left unattended or is stolen.
- 4.7 In the event of loss, theft, serious risk of misuse, or misuse of a Charging Card, the Participant should block the Charging Card immediately via the Q8 electric App (for the Existing Platform only) or the Platform. The Participant shall remain responsible for all Q8 electric Services purchased for up to 48 hours after blocking the Charging Card. The Participant is entitled to have a Charging Card blocked at any time for any reason whatsoever. The participant may block any Q8 electric Cards themselves in the Q8 electric App or on the

Platform. KPB shall not be responsible for security breaches, viruses or any other damage that may be caused to the mobile device by third parties via the Q8 electric App (for the Existing Platform only).

- 4.8 Cardholders are deemed to be authorised by the Participant to use the Q8 electric Card. The Participant is responsible for ensuring that no Q8 electric Card remains in the possession of an individual who is no longer authorised to use the Q8 electric Card.
- 4.9 The Participant guarantees to KPB that their Charging Cards will not be forged, copied or modified in any way whatsoever. The Participant shall be liable to pay for all purchases made using a forged, copied or modified Q8 electric Card, as well as for any other damage arising from the wrongful use of Charging Cards after their despatch to the Participant or Cardholders.

## **5. Use of a Charging Card and Q8 electric Card**

- 5.1 A Charging Card is for personal use only by a Cardholder, to purchase Charging Services from KPB on behalf of the Participant, within the limits agreed between the Parties. The Participant shall be liable to pay for all Charging Services provided using the Charging Card.
- 5.2 Cardholders must activate their Q8 electric Cards in the Q8 electric App or on the Platform prior to use. Charging Cards for Home Charging Services on the New Platform do not need to be activated (they will be sent in activated form). When connected to a mobile data network, the Q8 electric App or the Platform may use mobile data. KPB cannot be held liable in any way for the cost of data usage resulting from the use of the Q8 electric App or the Platform.
- 5.3 Other than in the event of blocking, suspension or termination of access in accordance with the General Terms and Conditions, the Existing Platform's Charging Card provides access to the use of Charging Stations within the Network. The Charging Card acts as an authentication tool for the Cardholders.
- 5.4 Charging Stations may be used only in accordance with the instructions made available by the Charging Station owner or at the Charging Station location.
- 5.5 The Participant shall be required to report any faults with respect to Charging Stations and the Q8 electric Services immediately to KPB via the Q8 electric App, the Platform, [or](#) the Webform. Under no circumstances may the Participant take advantage of any faults.
- 5.6 The terms and conditions of the operator of the respective Charging Station shall apply to the use of Charging Stations in the Partner Network (including, but not limited to, settling charging transactions and processing the Cardholder's data). The Participant is required to acquaint themselves with those terms and conditions and comply with them. Failure by the Participant to do so, or to do so adequately, shall constitute a breach of the Participant's obligation to KPB under this Agreement. KPB may not be held liable by the Participant for any damage suffered by the Participant or the Cardholders due to a failure to comply with the terms and conditions of the operator of the Charging Stations within the Partner Network. The Participant shall indemnify KPB against any claim from a member of the Partner Network arising from the failure to comply with such terms and conditions.
- 5.7 KPB provides no guarantee that the Charging Stations in the Network will operate or be available at all times without interruption and/or failure. Neither does KPB guarantee the density or accessibility of Charging Stations.
- 5.8 KPB will make every reasonable effort to regularly update the overview of the Charging Stations in the Network on the Website, on the Q8 electric App and/or on the Platform. KPB provides no guarantee concerning the accuracy of the information posted on the Website, the Q8 electric App and/or the Platform. KPB shall be entitled to add or remove Charging Stations from the Q8 electric Network or Partner Network at any time.
- 5.9 The Participant will provide all cooperation and provide all data, documentation and consents required for KPB to comply with its obligations under applicable legislation or its agreements with third parties necessary for the provision of the Q8 electric Services. All public Charging Stations registered on the Platform are included in the Partner Network (including the LMS network). Participants registered on the Platform as CPO or CSO of a Charging Station agree to include this Charging Station in the Partner Network and grant access to KPB, LMS or other MSPs authorised by them or included in the Partner Network for the purpose



of providing the Charging Services, in exchange for the fee. The Participant warrants their entitlement to provide such access and collect the fee therefor (as applicable). By accepting this Agreement, the Participant authorises KPB and LMS to grant further access to such Charging Stations within the Partner Network and to grant access to the data on the Charging Stations to such entities. Participants registered on the Platform as CPO or CSO of a Charging Station shall be and remain responsible for the technically correct and safe operation and maintenance of the Charging Station and the devices or equipment used on it (such as payment terminals if required by law), the provision of the relevant instructions as required by law and as agreed with KPB, compliance with all technical requirements, repairs and technical inspections (if required), and compliance with all legal provisions applicable in this regard and generally accepted rules of technology. The Participant is also obliged to supply the Charging Station with the energy required for charging electric vehicles and to mark the Charging Station correctly. By providing access to the Charging Station and supplying it with the energy to be consumed during the charging sessions, the Participant supplies the energy (within the meaning of the VAT provisions) to KPB, LMS or another MSP operating within the Partner Network, enabling it to provide the Charging Service to the Participant's Charging Station. Due to the scope of the duties of CSOs/CPOs, KPB provides no guarantee to its users as to Charging Station density and/or accessibility and/or uninterrupted energy supply.

## **6. Home Charging Services**

- 6.1 The Participant guarantees that all data processed, stored and transferred to KPB by means of the Participant's and their employees' systems or infrastructure are recent, complete and accurate at all times, and are free from files which may contain malware, viruses, harmful data or malicious programs.
- 6.2 This Article 6.2 applies only to Home Charging Services under the Existing Platform. This Article 6.2 does not apply to Home Charging Services under the New Platform. In such a case, Article 11 applies.

The employer will register on the Existing Platform its employees' details (name, bank account number) and the details of the Charging Stations installed at the employees' homes ('home chargers') for which it wishes to make use of the Home Charging Services. Once a month, KPB will export a list of the charging sessions on home chargers per employer from the Platform. This list will include the following data for each employer: charging sessions, kWh, price for that month, name and bank account number of the employee concerned. This list is a so-called expense report on the basis of which KPB will instruct its bank to pay the employer's relevant employees. For this Administration Service, a monthly amount consisting of the sum of all expense reports paid by KPB (a copy of which will be communicated) and a handling fee per employee will be invoiced to the employer. In the event of a dispute, the employer or the employee can contact Customer Services via:

- Q8 BE: B2B: +32(0)32413730 and [EV@Q8.be](mailto:EV@Q8.be) – B2C: +32(0)32413535 or via the [Webform](#).

- 6.3 KPB will pay the employees the amount claimed in the expense report before KPB has received the corresponding amount from the employer, after invoicing the employer for the Administration Service. The payment term of this invoice is 9 (nine) calendar days after the invoice date unless otherwise agreed.
- 6.4 The Participant will ensure that Cardholders use the Q8 electric Card for the New Platform only for Home Charging Services offered through the New Platform. The Participant will ensure that Cardholders do not use the Q8 electric Card associated with the Existing Platform for Home Charging Services offered through the New Platform.
- 6.5 If KPB offers Cardholders the possibility of allowing third parties to charge at Charging Stations installed at the employees' homes ('home chargers'), the Cardholders will only allow family members or other persons living in their home to do this. The Participant shall guarantee Cardholders' compliance with this provision and indemnify KPB against the consequences of non-compliance with it.

## **7. Blocking of Charging Cards**

- 7.1 Blocking at the request of or by the Participant:
- i. The Participant has the right to have a Q8 electric Card blocked at any time for any reason. If a Cardholder is no longer authorised or a Q8 electric Card or smartphone with the Q8 electric App has been lost or stolen, the Q8 electric Card must certainly be blocked.



- ii. A request by the Participant to block a Q8 electric Card must be made by telephone to KPB Customer Services. The contact details are available on the Website and are also included in Article 13 of the General Terms and Conditions.
- iii. When a telephone request to block an Q8 electric Card is made, the Participant must provide Customer Services with the full Q8 electric Card number, together with personal identification data that may help identify the Q8 electric Card to be blocked. The provision of incorrect information may result in the wrong Q8 electric Card being blocked, in which case the Participant alone will be liable for any Q8 electric Services purchased with the Q8 electric Card that was meant to be blocked.
- iv. Any telephone request by the Participant to block a Q8 electric Card must subsequently be confirmed in writing to KPB as soon as possible. The Participant will cease to be liable for Q8 electric Services purchased with the blocked Q8 electric Card only from the moment of receipt by KPB of the written confirmation.
- v. KPB will make reasonable efforts to block the Q8 electric Card within twenty-four (24) hours of the Participant's written request.
- vi. The Participant can also use the Platform to block a Q8 electric Card themselves in accordance with the arrangements described in the Documentation made available to the Participant.

## 7.2 Blocking at the initiative of KPB:

- i. Without prejudice to any other rights that KPB may have under the Agreement, the law or otherwise, KPB has the right at any time to immediately block a Q8 electric Card and request its return (and/or refuse to re-issue, replace or renew a Q8 electric Card):
  - if the Participant fails to pay invoices at the latest by the due date of the payment period;
  - if the Participant's invoices are paid by a third party without a specific written agreement between the Parties and this third party;
  - if the Participant has reached the Credit Limit;
  - if the Securities provided by the Participant to KPB do not provide sufficient security, have expired, have become insufficient, or have been withdrawn or modified without KPB's prior written consent;
  - in the situations described in Article 12.3;
  - in case of fraudulent use of a Q8 electric Card or any other problem where the security of the Q8 electric Card is compromised;
  - if the Q8 electric Card has not been used for a continuous period of twelve (12) months;
  - if the Q8 electric Card is found to be defective; and/or
  - in case of unauthorised use of the Means of Access.

## 8. Limits for purchases and Credit Limit

- 8.1 Q8 Liberty, Small & Large Business customers are subject to the provisions of the Q8 Liberty agreement regarding the limit for purchases, the limit for installations and the Credit Limit. These limits apply cumulatively for purchases via the Q8 electric Card, the Liberty Card and Mobile Refuelling (as defined in the General Terms and Conditions for Q8 Liberty Cards), and for installations.
- 8.2 For Small & Large Business customers, the Credit Limit is determined by KPB on the basis of various factors (e.g. frequency of invoicing, payment terms, creditworthiness of the Participant, size of the Security provided, etc.) and may be changed by KPB at any time, with no need for KPB to give reasons.
- 8.3 When establishing the Credit Limit and during its term, KPB shall reserve the right to require a Security from the Participant. The provision of a Security does not affect the Participant's liability under the Agreement.
- 8.4 The Participant undertakes to inform KPB in writing of any change in its activities, company or group structure and/or estimated annual volume that may necessitate a change in the Credit Limit in order to avoid a possible blocking of the Q8 electric Cards.
- 8.5 Without prejudice to any other rights of KPB under the Agreement or in law, if the Security provided by the Participant has expired, become insufficient, or been withdrawn or modified without KPB's prior written consent, KPB shall be entitled, at its discretion, after providing written notice to the Participant, to require the Participant to immediately (a) pay invoices for which the payment term has not yet expired; (b) provide additional Security and/or increase existing Security; and/or (c) accept a change in commercial terms (such

as the payment term and Discounts). If the Participant does not comply with these requirements, KPB shall have the right to terminate the Agreement with immediate effect in accordance with Article 12.3.

- 8.6 Upon termination of the Agreement, KPB will release the Security on condition that all of the Participant's obligations under the Agreement have been fulfilled. Until such time as the Security is released, the Security provided by the Participant may be used by KPB to offset any amounts owed by the Participant to the Kuwait Petroleum Group.

## **9. Prices**

- 9.1 With the exception of the rates for the charging sessions, the agreed prices for the Q8 electric Services can be found in the Q8 electric App, on the Platform or, as the case may be, in the Confirmation of Participation or the Special Terms and Conditions.
- 9.2 The applicable rates for a charging session consist of various price components, which are posted on the Q8 electric App, on the Platform and/or at the Charging Station. The prices for Charging Services consist of at least the following components:
- a) any subscription charges;
  - b) the rate calculated for the charging session (this rate may be calculated either per kWh, per charging session, or for the duration of the charging session, in some cases supplemented by an idle fee; this varies per Charging Station); this is generally a fee paid to the Charging Station owner and the electricity supplier;
  - c) a transaction fee for the administrative processing per charging session for the use of the Charging Card.

<b>B2B</b> – Unless specified otherwise, the prices indicated will be increased by any applicable taxes, duties and/or levies of whatever nature, as well as any transport, delivery or insurance costs applicable to the Q8 electric Services in question.
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<b>B2C</b> – The consumer prices indicated will be displayed in euro, and include any applicable taxes, duties and /or levies, as well as all mandatory costs to be paid with respect to the Q8 electric Services.
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- 9.3 KPB shall be entitled to increase the prices applicable to the Q8 electric Services at any time as a consequence of any increase in taxation or other mandatory surcharges imposed by the government, including those imposed after the conclusion of the Agreement.
- 9.4 KPB shall further be entitled to unilaterally adjust the applicable prices for the Q8 electric Services at any time after this Agreement has come into effect, in accordance with the provisions of Article 17 of the General Terms and Conditions.

## **10. Invoicing and payment**

- 10.1 Unless agreed otherwise in writing, payments must be made via the payment method that has been registered in the Q8 electric App (Consumers) or via the Platform (Q8 Liberty, Small & Large Business).
- 10.2 All payments due are payable immediately by means of a credit or debit card authorised for the entire outstanding amount (Consumers), or within 9 (nine) calendar days after the invoicing date in accordance with the Liberty terms and conditions (Q8 Liberty, Small & Large Business customers). Orders may be invoiced to the Participant several times per month.
- 10.3 Invoicing by and payment to LMS With respect to Home Charging Services under the New Platform, payment will be made by the Participant to LMS in accordance with the provisions of Article 11. LMS will invoice the Participant in its own name, on its own account and at its own risk. Payment by the Participant must be made within a standard period of 14 (fourteen) calendar days, or after the receipt of (written) consent from KPB within 30 (thirty) calendar days from the invoice date for Home Charging Services under the New Platform invoiced by LMS in accordance with the provisions of Article 11. LMS will reimburse the Participant's employees as part of the Home Charging Services within 30 (thirty) calendar days from the

date of LMS's settlement document for Home Charging Services under the New Platform invoiced by LMS in accordance with the provisions of Article 11.

10.4 Without prejudice to the provisions of Article 10.8, the Participant shall address any dispute as to the correctness of an invoice from LMS to KPB. The Participant and KPB will jointly try to settle the dispute about the correctness of the invoice.

10.5 The Participant accepts that KPB or LMS will send all invoices to be issued electronically, via the email address provided in the Q8 electric App, on the Platform or on the Application Form, and that they will not receive any paper invoices unless agreed otherwise in writing. KPB shall nevertheless be entitled to issue paper invoices. The Participant acknowledges responsibility for compliance with all legal requirements applicable to the receipt and retention of invoices.

10.6 The Participant undertakes to check every invoice and every direct debit carefully. Any disputes regarding an invoice or direct debit must be notified to KPB in writing within five (5) working days of the invoice date or direct debit, by registered letter or via the [Webform](#), including in relation to invoices issued by LMS. Failure to do so shall result in the dispute being late and not acceptable. If the dispute is justified, KPB will refund any excess amount charged.

<b>B2B</b> – Even where the Participant has disputed an invoice, they shall not be entitled to suspend its payment.
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<b>B2B</b> – If a Participant fails to pay amounts owing within the applicable payment term, contractual interest of 10% per year, calculated from the due date of payment up to and including the date of payment, will be due by operation of law and without notice of default being required. Where legally permitted, KPB shall be entitled to charge an administration fee of minimum EUR 15 excl. VAT per reminder.
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<b>B2C</b> – If a Participant fails to pay amounts owing within the applicable payment term, KPB shall be entitled to charge interest at the applicable statutory rate after the expiry of 15 (fifteen) calendar days following the provision of a notice of default to the Participant. Where legally permitted, KPB shall be entitled to charge an administration fee of minimum EUR 15 excl. VAT per reminder.
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<b>B2B</b> – The Participant's right to offset payments against debts is expressly excluded.
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10.7 10.9. If the Parties have already signed a Q8 Liberty agreement, however, the consumption of Charging Services may be included in the fuel costs, unless agreed otherwise.

10.8 Failure by the Participant to pay an invoice from LMS shall result in the process as set out in Annex 1 being followed.

## **11. Partial transfer to LMS**

11.1. The Participant expressly agrees that the part of KPB's rights and obligations towards the Participant under the Agreement relating to the provision of Home Charging Services through the New Platform, including the billing and collection of the related payment obligation to KPB and KPB's obligation to pay employees of the Participant, will be transferred to LMS. The following rights and obligations will be transferred:

- a) obligations of KPB and corresponding claims against the Participant for the Home Charging Services through the New Platform;
- b) the right to invoice and collect payments relating thereto in its own name and at its own risk (which will therefore not subsequently be collected by KPB);
- c) the obligation to pay employees of the Participant for Home Charging Services through the New Platform in accordance with Article 10.3.

The transfer referred to herein involves a partial transfer of claims as referred to in Article 5:174 of the Belgian Civil Code and a partial assumption of debts as referred to in Article 5:187 of the Belgian Civil Code

from KPB to LMS, for which a separate agreement has been concluded between KPB and LMS, and to which the Participant hereby consents. The Participant is hereby notified of the partial transfer.

For the avoidance of misunderstanding, services provided through the Existing Platform are excluded from the partial transfer set out in this Article.

- 11.2. Therefore, in the context of the performance of its role in connection with the partial transfer of rights and obligations from KPB to LMS, LMS shall be authorised by the Participant to collect payments from them by means of a direct debit, if this payment method applies to this Agreement. In addition, LMS shall be authorised by Participants who own a Charging Station to make payments to employees and provide payment documentation on their behalf.
- 11.3. This partial transfer will have no further effect on the other terms of the Q8 electric Services provided by KPB to the Participant under this Agreement. Any payment terms, warranties and other provisions in this Agreement that may apply to this partial transfer will not change as a result and will remain expressly applicable regardless of the partial transfer.
- 11.4. The partial transfer shall take place only to the extent set out above and will in no case include any entity other than LMS. In other respects, the Agreement shall remain in force between KPB and the Participant.

## **12. Duration and termination of the Agreement**

12.1 In respect of Q8 Liberty, Small & Large Business customers, the Agreement in respect of Home Charging Services will be entered into under the condition precedent of the conclusion of an agreement between the Q8 Liberty, Small & Large Business customer and a third party supplier of Charging Stations designated by KPB.

12.2 The Agreement is entered into for an indefinite period, unless specified otherwise. Both KPB and the Participant shall be entitled to terminate the Agreement in writing at any time by registered letter with a notice period of thirty (30) calendar days.

**B2C** – In case KPB decides to transfer the Agreement, in whole or in part, or any rights or obligations arising from the Agreement, to a member of the Kuwait Petroleum Group in accordance with Article 20.4, and the Participant does not consent to any such transfer, the latter will be entitled to terminate the Agreement immediately in writing by registered letter without a notice period.

12.3 KPB shall be entitled to terminate the Agreement unilaterally, in whole or in part, at any time, without judicial intervention, without a notice period and without payment of compensation in the following circumstances, without prejudice to KPB's entitlement to claim damages:

- a) if the Participant or any of the Cardholders fails to comply with one of more of the obligations under this Agreement, and, where the default can be rectified, remains in default following a period of ten (10) calendar days after notice of default was sent by registered letter;
- b) in the event of the Participant's non-compliance with any of their payment obligations during a reasonable period after the invoice's due date;
- c) if there are serious indications, in the opinion of KPB, of the insufficient solvency of the Participant;
- d) in the event that KPB does not receive authorisation for payment within a period of five (5) calendar days after the entry into force of this Agreement, or in the event that such authorisation is discontinued or at risk of being discontinued;
- e) in the event that it proves impossible to send the Q8 electric Card to the Participant's specified delivery address;
- f) in the event of a moratorium or suspension of payments, debt rescheduling or settlement with creditors of the Participant obtained by or in respect of the Participant, or in the event that steps are taken to obtain or enter into the same or other procedures commenced in respect of the Participant under any law, regulation or procedure relating to the reorganisation, moratorium or suspension of payments, debt rescheduling or settlement;
- g) in the event that a petition, writ of summons or other means of commencement is filed with the court, or an order, judgement, writ of mandamus or any other decision is made or issued in respect of the liquidation, bankruptcy, receivership or winding up of the Participant, or in the event of the Participant's manifest insolvency;
- h) in the event that the Participant is, or has been declared or deemed to be, insolvent;

- i) in the event that the Participant will be or is involved in an event analogous to those set out in Articles **Fout! Verwijzingsbron niet gevonden.Fout! Verwijzingsbron niet gevonden.** to **Fout! Verwijzingsbron niet gevonden.** in any jurisdiction;
- j) in the event that the bank direct debit provided by the Participant is discontinued or at risk of being discontinued;
- k) in the event that the Participant has reached the Credit Limit determined in accordance with Article 8 (Limit for purchases and Credit Limit);
- l) in the event of fraudulent use of a Charging Card or any problem that compromises the security of the Charging Card; and/or if the Q8 electric Card has not been used for a continuous period of twelve (12) months;
- m) in the event of Force Majeure or unforeseen circumstances for a continuous period of ten (10) calendar days;
- n) in the event of a direct or indirect change in the control of the Participant in accordance with Article 1:14 of the Belgian Companies and Associations Code; or
- o) in any other circumstances that justify the immediate termination of the Agreement, including but not limited to suspicion of fraud and/or the misuse of discounts.

12.4 On termination of the Agreement, the Participant will immediately owe all outstanding payments not yet due. The Participant must immediately return or destroy, at KPB's option, all products made available to them, such as the Q8 electric Cards.

12.5 The Participant may not derive any rights vis-à-vis KPB from the termination, exclusion and modification referred to in Article 11.4.

12.6 In the event of unforeseen circumstances, the Parties shall negotiate in good faith an adjustment of the Agreement in order to restore the balance between the Parties. The Party invoking these circumstances must immediately inform the other Party, requesting the other Party to commence negotiations without delay.

### 13. Customer Services.

13.1 KPB has a Customer Services department to deal with any queries and/or complaints on the part of the Participant with respect to the Q8 electric Services. This Customer Services department can be contacted as follows:

- Q8 BE: B2B: +32 (0)3 241 37 30 and [EV@Q8.be](mailto:EV@Q8.be) – B2C: +32 (0)3 241 35 35 via the [or](#) Webform –

13.2 KPB will make reasonable efforts to handle any questions and/or complaints from the Participant within five (5) working days. KPB provides no guarantee that the Customer Services department will be available at all times, uninterruptedly and without fail.

### 14. Liability

14.1 Unless not permitted by law, and without prejudice to Article 14.2, KPB (and its agents or representatives) shall not be liable for any damage suffered or incurred by the Participant arising from or in connection with a slight failure or slight error on the part of KPB, regardless of whether the origin of the damage is contractual or extra-contractual in nature.

14.2 Nothing in the Agreement excludes or limits KPB's liability for fraud, wilful misconduct or gross negligence on the part of KPB or its agents or representatives.

14.3 Without prejudice to article 14.2, KPB shall not be liable for any 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 had been informed in advance of the possibility of damage, on any legal basis (law, wrongful action, agreement or otherwise).

14.4 The Participant shall accept that KPB has no control over the condition, the maintenance and the possible unavailability of third-party Charging Stations on the Network. KPB does not guarantee the availability of the

Platform and hereby excludes its liability as a result of any unavailability of the Platform, except in cases referred to in Article 14.2.

14.5 KPB shall not be liable for any damage suffered or incurred by the Participant arising from or in connection with (i) incorrect or incomplete data provided by the Participant, (ii) actions or omissions on the part of the Participant, and/or (iii) failure or delay on the part of the Participant to respond to a notification, warning or information when this is provided.

14.6 The Participant will use the materials provided by KPB, such as the Q8 electric Cards, with due care.

14.7 The Participant shall be liable for any damage suffered or incurred by KPB arising from or in connection with actions, omissions, negligence, gross negligence, wilful misconduct or fraud on the part of the Participant and Cardholders, including the use in any way whatsoever of the Q8 electric Services, and agrees to indemnify KPB in the event of any resulting claims by third parties.

14.8 Claims from the Participant with respect to the Agreement must be directed to KPB and not to any other member of the Kuwait Petroleum Group, regardless of whether the claim concerns KPB or another member of the Kuwait Petroleum Group.

14.9 Claims by the Participant in connection with the Home Charging Services transferred to LMS under the partial transfer in connection with Article 11 of this Agreement and provided by LMS must be directed to KPB, regardless of whether the claim relates to LMS or KPB. KPB shall be liable and responsible for the provision of the Home Charging Services by LMS, subject to the provisions of this Article 14, with the restrictions contained in this article also applying to LMS.

14.10 If KPB, notwithstanding the exclusions and limitations to liability set out in this article, is held liable by a competent court for a loss not caused by fraud or intentional action on the part of KPB or its agents or representatives, KPB's total liability shall be limited to EUR 1000 per annum per event giving rise to the claim, with a series of related events being treated as one single event.

14.11 KPB shall in no way be liable for damage arising from any act or omission on the part of the Participant contrary to any provision(s) of the General Terms and Conditions. The Participant shall be liable to KPB for damage as a consequence of acts and/or omissions in violation of statutory and/or contractual provisions, including the General Terms and Conditions.

14.12 The use of the Q8 electric Card, the Q8 electric App or the Platform shall be permitted only in compliance with this Agreement and its provisions and for legal purposes, as well as in compliance with all applicable laws, regulations and codes of practice.

14.13 In particular, the Participant will refrain from:

- granting unauthorised third parties access to the Q8 electric App and/or the Platform or for any use outside the performance of the Agreement;
- selling, reselling, licensing, renting, leasing or otherwise transferring access to or the results of the Q8 electric App and/or the Platform;
- using the Q8 electric App and/or the Platform for competing purposes, including to develop a competing product or service or to copy features, functionalities, interfaces, graphics and look and feel;
- using, copying, framing or mirroring the Q8 electric App and/or the Platform in connection with similar products of competitors for the purpose of monitoring, comparing or benchmarking them, unless expressly approved in writing;
- using the Q8 electric App and/or the Platform to create or develop unauthorised works in connection with the Platform, including systems, tools or applications, other than those permitted under the Agreement, using components, elements, mechanisms and ideas used in the Platform, any part thereof or any associated documentation, without KPB's consent;
- reverse engineering, decompiling or otherwise attempting to extract the source code of the Platform or parts thereof;
- causing illegal or unauthorised disruption to the operation of the Platform, in particular the introduction of malicious software, tracking software or software to compromise security measures;
- using the Q8 electric App and/or the Platform to upload, post, display, transmit or otherwise make available inappropriate, defamatory, obscene or unlawful content, content that is intended to interfere with, overload

- or track the Q8 electric App and/or the Platform, infringe the security measures, or infringe any patent, trademark, copyright, trade secret or other proprietary right of any party;
- using the Q8 electric App and/or the Platform in connection with any illegal, fraudulent, dishonest, unethical, offensive, obscene, pornographic, intimidating or otherwise inappropriate activity or behaviour.

14.14 KPB shall not be liable for losses suffered or incurred by the Participant arising from or in connection with non-compliance or a suspension in compliance with its obligations as the result of an incident of Force Majeure.

14.15 For the avoidance of misunderstanding and within the limits of the law, the Parties agree that the reparation of damage caused by non-compliance with a contractual obligation by an auxiliary party (including all personnel, employees, directors, officers, agents, representatives, consultants, suppliers, (sub)contractors, successors and assignees of such contracting party) (i) may only take place on the basis of a contractual claim against that Party in accordance with the liability provisions of the present Agreement, (ii) does not entitle the Party suffering the damage to make a non-contractual claim against the Party causing the damage, and (iii) does not entitle that Party to bring a non-contractual claim against any auxiliary party of the Party causing the damage, even if the event giving rise to the damage also constitutes a wrongful action.

## 15. Intellectual property

15.1 The Participant hereby agrees that all intellectual property rights (including copyright, trademark rights, database rights and patent rights) as contained in the Q8 electric Services shall remain the property of KPB and/or its licensors. The Participant is granted a restricted, non-exclusive, revocable and non-transferable licence to the intellectual property rights as contained in the Q8 electric Services, to the extent strictly necessary for their use in accordance with the Agreement.

15.2 The Participant must refrain from infringing the intellectual property and other rights of KPB and/or its licensors.

15.3 The Participant shall not be permitted to remove or modify any indication relating to intellectual property rights (such as logos and copyright reserved) on or in connection with the Q8 electric Services provided by KPB or the software, hardware, applications, website or equipment made available.

## 16. Privacy

In providing Q8 electric Services, as the data controller, KPB processes certain of the Participant's and the Cardholders' data, including personal data. KPB will comply with the applicable regulations when processing personal data. Annex 3 ('Data Processing Addendum'), which forms part of the General Terms and Conditions, describes how KPB handles these data. KPB also refers to Article 10 in Annex 2.

## 17. Modifications

17.1 KPB shall be entitled to modify, add or delete any provisions of the General Terms and Conditions at any time.

17.2 KPB will issue such modified or new terms and conditions in writing, subject to a notification period of at least ten (10) working days. Since the Parties have agreed to the use of electronic media as a means of communication, modified or new terms and conditions may be issued electronically.

17.3 The modified or new terms and conditions will apply and will be deemed to be accepted by the Participant from the date determined by KPB, unless the Participant informs KPB in writing within the specified notification period of its refusal to accept such modified or new terms and conditions. In the event of refusal, the Agreement will be terminated automatically at the end of the notification period, without costs or compensation.

## 18. Right of withdrawal

**B2C** – By purchasing Q8 electric Services (by using the Charging Card, for example) during the cooling-off period as set out in Article 18 (Right of withdrawal), the consumer accepts to have expressly requested a start to the provision of the Q8 electric Services.

**B2C** – Withdrawal from the Agreement without providing reasons is permitted during a cooling-off period of fourteen (14) calendar days after its inception by sending an appropriately amended form to KPB by registered letter or via the [Webform](#). In this event, the consumer must return the Q8 electric Card immediately in accordance



with the instructions provided by KPB, and pay the direct costs of postage themselves. In this case, KPB will immediately, and at the latest within fourteen (14) calendar days of being informed, refund to the consumer all payments received via the same method of payment as that used by the consumer for the original transaction. If, however, the consumer withdraws having first expressly requested that Q8 electric Services (such as Charging Services) be provided in a certain volume or quantity during the cooling-off period, the consumer is still required to pay for that part of the obligation already met by KPB at the time of withdrawal. The proportionate amount payable to KPB by the consumer will be calculated on the basis of the total price as set out in the Agreement. If the total price is excessive, the proportionate amount will be calculated on the basis of the market value of what has been provided. There is no right of withdrawal if the Q8 electric Services have been provided to the consumer in full prior to the end of the said cooling-off period.

## **19. Other conditions**

- 19.1 Services in respect of (i) the use of the New Platform; (ii) charging services without registration; and (iii) ad hoc charging services with direct payment methods at public Charging Stations may be offered subject to additional terms of use, to be accepted separately by the Participant.
- 19.2 The Participant agrees to the conditions of Annex 2 regarding the use of the New Platform, which may be invoked directly by LMS. The Participant will ensure that Cardholders comply with the provisions of Annex 2.

## **20. General**

- 20.1 The Agreement and all transactions carried out using Q8 electric Cards will be exclusively governed by and interpreted in accordance with Belgian law without application of the choice of law rules. Without prejudice to the possible application of Art. VI 83, 23° of the Belgian Code of Economic Law, the Dutch-speaking Antwerp Business Court, Antwerp Division, Belgium, will have exclusive competence to settle any disputes between KPB and the Participant arising directly or indirectly from this Agreement. The application of the UN Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods, enacted in law on 4 September 1996, Belgian Official Gazette 1 July 1997, is excluded.
- 20.2 Notifications of any kind may, at the discretion of KPB, legally be sent to the contact person specified in the Platform or the Q8 electric App, or to the Participant. Notifications may legally be issued by ordinary or registered letter, via the Platform or the Q8 electric App, or by email. The Participant agrees not to dispute the evidential value of such communication. Any change in the details specified above must be notified to KPB immediately. Where notifications are issued by the Participant, the Participant shall be responsible for ensuring that such notifications are issued by individuals who are authorised to represent the Participant.
- 20.3 The Participant will not disclose to a third party, publish or distribute the terms and conditions of the Agreement (including, but not limited to, any applicable commercial terms) without prior written consent from KPB. This duty of confidentiality does not apply in the event that disclosure is required by law, regulation, binding judgement, court order or demand from another competent body.
- 20.4 The Participant shall not be entitled to transfer the Agreement or any rights or obligations arising from the Agreement to any other party without prior written consent from KPB. KPB shall be entitled to transfer the Agreement, in whole or in part, or any rights or obligations arising from the Agreement, to a member of the Kuwait Petroleum Group, and the Participant hereby consents to any such transfer.
- 20.5 Those clauses which by their nature are expressly or implicitly intended to survive the termination or expiry of the Agreement will survive, including, but not limited to, Articles 14 (Liability), 11.4 (Duration and termination of the Agreement), 20.1 and 20.2 (General).
- 20.6 Should any provision of the Agreement be definitively judged to be invalid, unlawful or unenforceable, the said provision will, where possible and to the extent to which the clause is invalid, unlawful or unenforceable, be replaced by a valid, lawful and enforceable clause which reflects the original intention as closely as possible. If the invalid, unlawful or unenforceable provision cannot validly be replaced, no effect will be accorded to the said clause, and it will be considered not to be part of the Agreement, without any impact on the remaining provisions of the Agreement, and without rendering the remaining provisions invalid.
- 20.7 The Participant may only invoke a waiver of rights and redress by KPB under or in connection with the Agreement if the Participant has written notification from KPB to the Participant. Any waiver of rights shall be applicable only in the case and for the purpose for which it was issued. No rights or redress on the part of KPB

under or in connection with the Agreement will be excluded, relinquished or impaired by (i) any non-fulfilment or delayed fulfilment prior to the expiry of any statutory term; (ii) any one-off or partial fulfilment; (iii) any previous waiver of a similar right or redress, in whole or in part; or (iv) any of the above with respect to a different right or redress (whether the same or different in nature).

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Annex 1: Late payment process

Agreed payment term	First reminder	Second reminder	By phone*	Final reminder and warning	Consultation with eMSP	Suspension or termination
14 days	21 days	29 days	34 days	39 days	44 days	51 days
30 days	37 days	45 days	50 days	55 days	60 days	66 days

\*Telephone follow-up only for amounts of sufficient size (at least EUR 100)

Subject to change

## General Platform Terms of Use for End-Users

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# Last Mile●Solutions

Last update: March 2024

## 1. INTRODUCTORY PROVISIONS:

1.1. <b>Last Mile Solutions' Terms</b>	These General Platform Terms of Use for End-Users (" <b>Terms</b> ") are published by <b>Threeforce BV</b> , acting under the name <b>Last Mile Solutions</b> registered office at Zeemansstraat 11, 3016 CN, Rotterdam, the Netherlands Company Registration Number: 24360819 Phone number: +31 10 312 6000 E-mail address: <a href="mailto:info@lastmilesolutions.com">info@lastmilesolutions.com</a> (point of contact) (hereinafter as: " <b>we</b> " or " <b>Last Mile Solutions</b> " or " <b>LMS</b> ").
1.2. <b>Scope of these Terms</b>	These Terms constitute the agreement between Last Mile Solutions and any user (" <b>User</b> " or " <b>you</b> ") accessing and using the EVC-net platform (" <b>Platform</b> "). Please be advised that these Terms are legally binding to you as a User.
1.3. <b>Purpose of the Terms</b>	These Terms concern: <ul style="list-style-type: none"><li>• Your access and use of the Platform– the Terms establish general terms and duties applicable when you use the Platform,</li><li>• role of Last Mile Solutions at the Platform, to clearly differentiate it from Service Provider's responsibilities towards its End-Users,</li><li>• Last Mile Solutions' Services that you are authorized to use based on these Terms, in particular Charging without registration.</li></ul> In some cases, as described in clause 3.2 below, section 4 of these Terms does not apply and should be therefore excluded from the agreement between Last Mile Solutions and you as a User. It depends on the terms of your agreement with your Service Provider (EUA with Service Provider).
1.4. <b>Acceptance of the Terms</b>	Reading and accepting the Terms is a condition of using the Platform. Each End-User and User acting on its behalf is obliged (through ticking a box) to explicitly accept these Terms before registering its End-User Account and make use of any of the Service Provider's Services or the Platform. With exception as provided for in clause 3.2 below, the agreement with the Service Provider that each End-User is entering into to use Service Provider's Services may not modify or cancel these Terms. In case of any discrepancy between the EUA with the Service Provider and these Terms, in particular in terms of LMS' liability, payment dates towards End-Users and the Partial Transfer, these Terms shall prevail.
1.5. <b>Terms availability</b>	These Terms may be available on the Platform.

## 2. DEFINITIONS:

2.1. <b>Platform</b>	Internet platform accessible via the website <a href="http://evc-net.com">evc-net.com</a> and (if applicable) Service Provider's website, used by the Service Provider for the purpose of registering End-Users (i.e., creating their End-User Accounts) and providing Service Provider's Services.
<b><u>Roles:</u></b>	
2.2. <b>Consumer</b>	A natural person using the Services not connected with his/her business activity.
2.3. <b>CPO</b>	Operator of Charging Point (Station) i.e. the entity that is responsible for the management and operation of a Charging Point (Station) and that technically provides a Charging Service to End-Users, including in the name and on behalf of a MSP.
2.4. <b>CSO</b>	Charging Point (Station) Owner or other entity authorized to register Charging Point at the Platform. CSO obtains its remuneration via the Last Mile Solutions Network for Charging Sessions that EV Drivers have conducted at its Charging Station.
2.5. <b>End-User</b>	A party to the agreement with the Service Provider, using Service Provider's Services, including in particular: 1) EV Driver, and 2) CSO or CPO (as the case it may be).

<b>2.6. EV Driver</b>	An Electric Vehicle holder, who is a natural person and an Identifier holder, and/or User of the Platform, using Charging Service.
<b>2.7. MSP</b>	This is the abbreviation for Mobility Service Provider. "MSP" is an entity whose task is to facilitate access to the charging infrastructure and provide Charging Services. MSP grants access by way of various means of ID, such as an Identifier. The MSP enables the EV Driver to register via a login Platform for EV Drivers for the purpose of identification and the provision of charging services.
<b>2.8. Service Provider</b>	A Party to the agreement with the End-User and the provider of the Service Provider's Services to the End-User. Details of the Service Provider are indicated in the EUA with Service Provider.
<b>2.9. User, you</b>	Any user of the Platform, either acting in its own name or representing other entity (company, municipality etc.). Term "User" includes End-Users, user profiles administrators, End-User's employees, as well as any other persons accessing the Platform. Only an adult with full legal capacity may become the User and a party to these Terms.
<b><u>Documents:</u></b>	
<b>2.10. EUA with Service Provider</b>	A separate agreement between the End-User and the Service Provider that you enter when registering at the Platform.
<b>2.11. Terms</b>	This document constituting terms and conditions of the agreement between the User and Last Mile Solutions.
<b><u>Services:</u></b>	
<b>2.12. Charging without registration</b>	Charging Service that involves charging of EV at the Charging Station, but without registering or logging in by the End-User and any further commercial relation beyond the mere purchase of Charging Service.
<b>2.13. Direct Debit</b>	Method of payment, based on the bank authorization granted by End-User, allowing to collect payments directly from End-User's bank account.
<b>2.14. End-User Account</b>	An individual account of an End-User created upon registration on the Platform, allowing End-User access to the Service Provider's Services.
<b>2.15. EV, Electric Vehicle</b>	A road vehicle that is either (i) fully driven by an electric motor, or (ii) a hybrid road vehicle that is partially driven by an electric motor and which vehicle makes use of electricity that is stored in a battery which is chargeable by using a Charging Point.
<b>2.16. Identifier</b>	Any physical or digital device that identifies the owner of an Electric Vehicle and enables a Charging Session (which can also be referred to as a "charging token", a "charging card" or a "charging device"). Provision of an "Identifier" involves the provision of access to the Charging Point/Charging Station.
<b>2.17. LMS' Services</b>	Services provided by Last Mile Solutions under these Terms.
<b>2.18. Service Provider's Services</b>	Services provided by the Service Provider at the Platform, under the EUA with Service Provider. Such Services may involve (depending on the scope described therein) in particular: Charging Services for End-Users, Charging Points' hosting at the Platform, Roaming Services.
<b>2.19. Partial Transfer</b>	The partial assignment of rights within the meaning of article 3:94 of the Dutch civil code and partial transfer of duties of the Service Provider under EUA with the Service Provider within the meaning of article 6:155 of the Dutch civil code ( <i>voltooiide schuldoverneming</i> ), made from the Service Provider to Last Mile Solutions on the basis of the separate agreement, upon the consent of End-User. The scope of the ' <i>Partial Transfer</i> ' is further defined in clause 5.1 of these

	Terms and in the EUA with the Service Provider.
2.20. <b>Partner Network</b>	The combination of all Charging Stations accessible for EV Drivers, on the basis of roaming agreements.
2.21. <b>Charging Network</b>	The combination of all Charging Stations in Last Mile Solutions Network and Partner Networks jointly to which the Service Provider can grant access.
2.22. <b>Charging Point</b>	Any charging point which is generally a facility at a certain location that can be used to charge the battery of an Electric Vehicle.
2.23. <b>Charging Session</b>	The period of performance of the Charging Service during which a Charging Station is used to charge EV, starting at the moment of accessing a Charging Station and ending when such an access is terminated.
2.24. <b>Charging Service</b>	The consumption of energy at a Charging Station with the purpose of charging an Electric Vehicle and all relevant activities in relation thereto.
2.25. <b>Charging Station</b>	A facility enabling the use of the Charging Service by third-parties, open to the public or chosen groups of EV Drivers.
2.26. <b>Services</b>	LMS' Services and Service Provider's Services jointly.

### 3. SUMMARY OF LAST MILE SOLUTIONS' ROLE AND SCOPE OF LMS' SERVICES:

3.1. <b>The Platform's use</b>	<p>At the request of the Service Provider, Last Mile Solutions develops and deploys its software Platform and associated network infrastructure.</p> <p>Therefore, it is Last Mile Solutions that establishes general rules of using both the Platform, by binding these terms on you as a User.</p> <p>These rules are described in point 4 of these Terms (<b>4. GENERAL TERMS OF USING THE PLATFORM</b>). You are obliged to read them and observe them each time you access the Platform.</p>
3.2. <b>Last Mile Solutions' role supporting Service Provider's Services</b>	<p>Additionally, if it is agreed and indicated clearly in the EUA with the Service Provider, that Last Mile Solutions provides support both to the Service Provider and its End-Users in performing the agreement with the Service Provider, in taking care of some Service Provider's Services, its invoicing, collection of payments and other payment flows.</p> <p>This role and support of Last Mile Solutions is described in more detail in point 5 of these Terms (<b>5. PARTIAL TRANSFER AND LMS' SUPPORT FOR Service Provider AND ITS END-USERS</b>). Please note that in case such support is provided by Last Mile Solutions, the terms of such LMS' actions and liability towards End-User are described herein and shall not be excluded or modified by the EUA with the Service Provider.</p> <p>In case the EUA with the Service Provider clearly indicates that it is the Service Provider that performs its agreement solely without Last Mile Solutions' support described in this clause 3.2 and in Section 5, the whole Section 5 together with Appendix I hereto shall not apply and therefore shall be excluded from the agreement between you and Last Mile Solutions.</p>
3.3. <b>Charging without registration</b>	<p>If you you charge without registration and/or without logging to your user profile for the purpose of one-time Charging without registration, it is also Last Mile Solutions as MSP that provides you with such a one-time Service. Such an LMS' Service is provided to you on the basis of these Terms, as described in more details in Section 6 of these Terms (<b>6. CHARGING WITHOUT REGISTRATION</b>).</p>
3.4. <b>Newsletter</b>	<p>You may agree, via the Platform, to receive Last Mile Solutions' Newsletter which may include commercial information or offers, to the e-mail address provided by you.</p> <p>It is possible to unsubscribe from the Last Mile Solutions Newsletter at any time by sending information about the resignation to <a href="mailto:support@lastmilesolutions.com">support@lastmilesolutions.com</a> or by clicking on the dedicated link provided for this purpose with the Newsletter e-mail message.</p>

## 4. GENERAL TERMS OF USING THE PLATFORM:

<b>4.1. User's duties</b>	<p>Each User accessing the Platform shall:</p> <ul style="list-style-type: none"><li>• comply with the Terms and with the messages displayed in the Platform;</li><li>• use the Platform and the Services in compliance with all applicable laws and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws);</li><li>• use the Platform in a manner consistent with their intended use and in a manner that does not interfere with their functioning, including the obligation not to include in the interface of the application any unlawful content that infringes the law or good morals, such as malicious software, software designed to remove security features or tracking software, any content that infringes any patent, trademark, copyright, trade secret or other proprietary rights of any party;</li><li>• upload only such a data on the Platform as the User is entitled to upload, in case it refers to the personal data or charging infrastructure details of third parties;</li><li>• to provide only complete, correct and true details required to use the Services, like personal data, payment information;</li><li>• not modify the web-app, the website on which it is hosted or other elements of the Platform in any way whatsoever, decompile, adapt, translate the code or any other changes to the software, remove technical protection, trademarks, any proprietary notices or labels, or modify the content of messages;</li><li>• not to cause restrictions or impediments to the use of the Platform by other persons;</li><li>• not provide access to End-User Account of the End-User, created in the Platform, to any unauthorized third parties, sell, resell, license, rent, lease or otherwise transfer such access;</li><li>• not bypass any measures that may be used at the Platform to prevent or restrict access;</li><li>• not use, copy, frame or mirror the Platform in connection with any similar products of Last Mile Solutions' competitors to check, compare or benchmark the Platform unless explicitly approved by Last Mile Solutions in writing;</li><li>• not use the access to Platform for building of a competitive product or service or copy any features, functions, interface, graphics or look and feel solutions;</li><li>• not create any unauthorized works connected with the Platform, including any software, tool, or application, with the use of parts, elements, mechanisms, or solutions used in the Platform, without Last Mile Solutions' consent;</li><li>• not conduct the reverse engineering, decompile, disassemble, or otherwise attempt to extract the source code, object code, algorithms or structure of the Platform.</li></ul>
<b>4.2. Role of the Service Provider at the Platform</b>	<p>Please be advised that Last Mile Solutions has developed this Platform at the request of the Service Provider that manages them and provides its Service Provider's Services to End-Users with their use.</p> <p>Therefore, when registering at the Platform, each End-User enters into the agreement with the Service Provider directly (see a separate EUA with the Service Provider) and creates its End-User Account under this EUA with the Service Provider.</p> <p>The Service Provider is each End-User's point of contact and contractual counterparty. The Service Provider provides End-Users with Service Provider's Services, manages and supports operation/configuration of your End-User Account and ensures helpdesk for all Users of the Platform.</p> <p>At the same time Last Mile Solution, may provide the Platform's updates, including its corrections, development of new functionalities and/or changes in security measures. Such actions are taken at request of the Service Provider and Last Mile Solutions is not obliged towards the Users to provide them (such actions of LMS are not LMS' Services).</p>
<b>4.3. Violation of the Terms</b>	<p>For the security of the Platform and their Users and irrespective of any other measures that may be provided in the EUA with the Service Provider, in case you materially violate your User's duties listed in clause 4.1, Last Mile Solutions will be authorized to suspend your access to the Platform for the time necessary to cure the violation.</p> <p>In case safety reasons allow to do so, you will be notified in advance about such qualification of your actions at the Platform and you will be given with a reasonable term to cure such a violation before the access' suspension.</p> <p>You will be always provided with a fair possibility to justify and correct your actions in the Platform.</p> <p>In the event of unjustified suspension of the access or in case the reasons for suspending</p>



	access are fully removed, the access shall be restored immediately.
<b>4.4. Technical requirements for using the Platform</b>	<p>To use the Platform, you shall have at your disposal computer equipment or a mobile device with Internet access and a web browser.</p> <p>It may be necessary to enable the necessary cookies to properly use the Platform.</p> <p>When using the Platform accessible via Internet browser, we advise you to use Google, Google Chrome, Mozilla Firefox or Safari web browsers. Last Mile Solutions may suggest other browsers at any time.</p>
<b>4.5. Security</b>	<p>Last Mile Solutions and its subcontractors take measures to secure the data processed at the highest possible level, including by using data transfer security, securing websites and software against cyber-attacks and updating the IT tools used. SSL encryption (used to secure data transmission over the Internet), the SEPA integration protocol (banking interface) and other security measures are used in Platform.</p> <p>Despite Last Mile Solutions taking appropriate security measures, as a User you should bear in mind that no security measures can eliminate 100% of all risks and threats, especially those related to the use of the Internet or mobile devices as such. Such risks may include third-party malware, spyware, SPAM, phishing, hacking and cryptanalysis to which any Internet user may be exposed. Also, the way you as a User uses the Internet is important and affects the level of risks associated with the electronically provided services of any kind, in particular your carefulness when receiving links or keeping your own updated and effective anti-virus software.</p>
<b>4.6. Updates</b>	<p>The Platform may be updated from time to time, to implement technological changes, new functionalities, changes in security features, as well as to maintain compatibility of them with legal requirements.</p> <p>Whenever Last Mile Solutions requires a particular update or for other reasons the update is necessary for the proper use of the Platform, such update shall be made available to Users at no additional cost.</p> <p>The use of the updated Platform does not require installation.</p>

## 5. PARTIAL TRANSFER AND LMS' SUPPORT FOR SERVICE PROVIDER AND ITS END-USERS:

<b>5.1. Partial Transfer</b>	<p>In a limited scope and for the purpose of providing its support by Last Mile Solutions to both Service Provider and its End-Users, Service Provider has partially transferred its rights and obligations under EUA with the Service Provider to Last Mile Solutions upon End-User's consent (<b>Partial Transfer</b>).</p> <p>The Partial Transfer involves rights and obligations of the Service Provider that relate to the home reimbursement services, covering the following:</p> <ul style="list-style-type: none"> <li>• Transfer of the part of Service Provider's duties (debt) under EUA with the Service Provider to provide the End-User with home reimbursement services, upon End-User's consent and</li> <li>• Assignment of claims towards the End-User for Service Provider's Services indicated above, to collect payments in relation thereto (and not to the Service Provider anymore), as well as paying the costs to be reimbursed and remunerations in relation thereto.</li> </ul> <p>As a result of the Partial Transfer Last Mile Solutions:</p> <ul style="list-style-type: none"> <li>• provides End-Users with home reimbursement services and other Service Provider's Services as specified under EUA with the Service Provider;</li> <li>• invoices invoices and collects payments from End-Users for Service Provider's Services in relation thereto,</li> <li>• pays out with remunerations in relation thereto.</li> </ul> <p>When performing its role connected with the Partial Transfer it is also Last Mile Solutions that:</p> <ul style="list-style-type: none"> <li>• is authorized by End-Users to collect payments from them by way of Direct Debit, if this method of payment is applicable under EUA with the Service Provider,</li> <li>• is authorized by End-Users being CSOs to issue invoices on their behalf via self-billing.</li> </ul> <p>The Partial Transfer takes place only to the extent and for the purpose as set out above.</p> <p>The Partial Transfer may not include any other entity.</p> <p>To provide its support to both Service Provider and its End-Users, Last Mile Solutions also ensures – for the Service Provider and its End-Users – the connection within Charging Network, allowing the Service Provider and its End-Users to use Charging Stations within this network (Roaming). Last Mile Solutions ensures the validation of the Charging Sessions with</p>
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	market participants (CPO/ CSO/MSP's), communicates with roaming parties and other networks and takes care of all payments traffic within the Charging Network.
<b>5.2. Partial Transfer and Service Provider's liability</b>	<p>In addition to other duties of the Service Provider and irrespective of the Partial Transfer, the Service Provider provides its own guarantee to the End-User that the EUA with the Service Provider will be performed in full in accordance with its content.</p> <p>Terms of the Service Provider's Services, including their payment terms, are described in the EUA with the Service Provider and they do not change because of the Partial Transfer.</p>
<b>5.3. Obligations connected with registration of the Charging Station at the Platform</b>	<p>All Charging Stations registered on the Platform are included in the Last Mile Solutions Network. Therefore, in the event you are a CSO or CPO of the Charging Point registered at the Platform, you agree to include such a Charging Stations in the Last Mile Solutions Network and to access such Charging Stations by Last Mile Solutions or other entities authorized by LMS or included in the Charging Network for the purpose of providing the Charging Sessions. You guarantee at the same time that you are entitled to grant such access. By accepting these Terms, at the moment of registering your Charging Station at the Platform, you also authorize Last Mile Solutions to grant further access to such Charging Stations within the Charging Network, including the Partner Networks and to provide access to the data on your Charging Station to such entities.</p> <p>As a CSO or CPO registering the Charging Point/Station at the Platform you are and stays responsible for technically appropriate and secure operation and maintenance of such a Charging Point/Station, as well as its compliance with all legal provisions applicable in this regard and the generally accepted rules of technology. You are also obliged to supply such a Charging Point/Station with the energy necessary for charging EV and properly mark the Charging Station. By providing the access to your Charging Station and supplying it with the energy to be consumed during the Charging Sessions, you provide the energy supply (within the VAT provisions meaning) to the Service Provider, Last Mile Solutions or other MSP operating within the Charging Network, enabling them to provide the Charging Service at you Charging Station.</p> <p>Because of the scope of the duties of CSOs/CPOs, Last Mile Solutions does not guarantee any Charging Point/Station density and/or reachability and/or energy supply without power outages to its users.</p> <p>As a End-User being CSO of the public Charging Station within the Charging Network and as a result of Partial Transfer described above, you will be reimbursed by Last Mile Solutions for using your Charging Station in order to provide Charging Sessions by the Service Provider, Last Mile Solutions or other MSPs from Charging Network in accordance with tariffs and rates agreed. Remuneration of the End-User being CSO of the public Charging Station, as described above, will be paid based on invoices issued under self-billing authorization granted by you to Last Mile Solutions under the terms described in <b>Appendix I (APPENDIX I. SELF-BILLING AGREEMENT)</b> hereto. By entering into this agreement constituted by these Terms you agree also to enter into such a self-billing agreement with Last Mile Solutions.</p>

## 6. CHARGING WITHOUT REGISTRATION:

<b>6.1. EV Driver</b>	<p>If so enabled, as a User of the in-app <i>Easy Charging Quality</i> you may choose not to register or not to log in.</p> <p>In such a case you will be able to use the Charging without registration Service.</p> <p>LMS may have disabled this function in agreement with the Service Provider.</p>
<b>6.2. Charging without registration</b>	<p>If so enabled. the in-app <i>Easy Charging Quality</i> enables you to use the Charging without registration Service, provided by Last Mile Solutions, at the Charging Station within the Charging Network. Please be advised that the Charging Stations available within the Charging Network may change in time.</p> <p>You start and finish charging your EV by selecting the appropriate button ("Start charging", "Stop charging").</p> <p>By starting charging, you agree to use the Charging without registration Service with the obligation to pay and you agree that the Charging without registration will start immediately upon your request, without further right to withdraw from the agreement concerning this Service.</p>
<b>6.3. Access to Charging Station</b>	Access to the Charging Station for the unregistered User is possible only via the appropriate app and to the extent made available to You, without registration and login requirements. The

<b>information</b>	<p>Charging without registration is available during the hours of availability of the respective Charging Station, which are also indicated in the app.</p> <p>When using the Charging app without registration or logging in you may still learn about the Charging Station: its location, availability, connector type, charge rates due to the Charging without registration.</p> <p>You will not have, however, access to your charging history, statistics and other MSP/CPO's Services that are dedicated to registered End-Users.</p>
<b>6.4. Fees for the Charging without registration</b>	<p>The Charging without registration is a payable Service.</p> <p>The Charging without registration is charged in accordance with the price list indicated in the app for the respective Charging Station.</p> <p>Fee rates may be updated from time to time. The rate indicated in the app immediately prior to the start of the Charging Session is always binding.</p> <p>The prices indicated are always gross prices and include VAT (at the relevant rate).</p> <p>Most often, charges are calculated per kWh taken during charging.</p> <p>The prices shown throughout the app may also provide for additional charges e.g., start-up fee, roaming fee, the fee for using direct payment methods.</p> <p>In addition, the period during which your EV is parked in the parking space assigned to the Charging Station may incur additional fees.</p>
<b>6.5. Payment for the Service</b>	<p>You shall pay for the Charging without registration by choosing the direct payment method available in the web-app.</p> <p>Payment methods are always indicated in the app. It shall include prepaid payment methods with usage of debit or credit card Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro and others as indicated in the app.</p> <p>Depending on the payment method selected, prior to the start of charging:</p> <ul style="list-style-type: none"> <li>• a fixed amount will be reserved and processed when final amount is clear or</li> <li>• a fixed amount will be deducted as pre-payment and the remaining prepaid funds after payment will be returned. The timing of this return payment can vary depending on the payment operator.</li> </ul> <p>You will be only charged with the amount due for the Charging Service actually performed.</p> <p>If the entire blocked or deducted amount is used, the Charging Session will be automatically ended.</p> <p>By providing payment card details, you agree that the payment operator may store the card details and that Last Mile Solutions is authorized to collect payment from such a card for the Charging Service in the amount determined in accordance with the price list (authorization for the purpose of a single payment transaction to pay for a one-off Charging Service).</p> <p>In the event of incorrect authorization of the data provided by you, you may not start using the Charging without registration.</p> <p>You are obliged to have sufficient funds to pay for the Charging without registration on a payment card or within another payment method indicated by the User.</p> <p>In the event of payment failure after the Charging without registration, you are obliged to pay for the Charging without registration by bank transfer within two (2) working days of the end of the Charging Session. In this case, payment must be made to Last Mile Solutions' bank account no.: NL79 ABNA 0402 1017 74.</p>
<b>6.6. Obligations of User using Charging Service without registration</b>	<p>When using Charging without registration you are obliged to observe all User's duties as described herein, and you shall also:</p> <ul style="list-style-type: none"> <li>• pay all due fees for the Charging without registration in accordance with the rates provided for in the app before the Charging Session is started;</li> <li>• use the equipment of the Charging Station only in a safe manner, in accordance with its intended use, the instructions for use of the Charging Station available at the Charging Station, and the instructions of the persons operating the Charging Station on site (if such persons are present at the Charging Station);</li> <li>• use the parking spot connected with the Charging Station only for the time of the Charging Session and not impede other EV Drivers' access to the Charging Station.</li> </ul>
<b>6.7. Helpdesk</b>	<p>In connection with Charging Service without registration and use of the app or Charging Station you may use helpdesk support, as described in Section 7 of these Terms (<b>7. HELPDESK. COMPLAINTS</b>).</p>

## 7. HELPDESK. COMPLAINTS:

7.1. <b>Service Provider's helpdesk</b>	<p>Service Provider that provides you with helpdesk support connected with the use of the Platform and Service Provider's Services. Irrespective of any Partial Transfer made, in connection with Service Provider's Services each End-User should address its complaints – if any – to the Service Provider directly.</p> <p>You may find in the EUA with the Service Provider the details of this support and contact data of the Service Provider.</p>
7.2. <b>Charging Station helpdesk</b>	<p>Any time you use Charging Service without registration you may also use CPO's helpdesk as available at the Charging Station.</p> <p>The contact details will be displayed on the Charging Station.</p>
7.3. <b>Last Mile Solutions helpdesk and point of contact. Complaints</b>	<p>In case you need to contact Last Mile Solutions directly, in particular in case you would like to make a complaint connected with LMS' Services, you may also use the following contact data, available from 9:00 a.m. to 6:00 p.m. Monday to Friday, with exception of national holidays in the Netherlands:</p> <p>e-mail: <a href="mailto:support@lastmilesolutions.com">support@lastmilesolutions.com</a></p> <p>phone: +31 10 312 6000</p> <p>The abovementioned e-mail address is also a designated single point of contact of Last Mile Solutions that may be used for direct electronic contact for all Users, as well as external parties, including authorities. Communication may be conducted in English or in Dutch language.</p> <p>In case you would like to make a complaint to Last Mile Solutions about the LMS' Services you should indicate at least:</p> <ul style="list-style-type: none"><li>• Your name and contact details,</li><li>• the Platform you are using,</li><li>• the subject of the complaint, i.e., a description of the irregularities in the operation of the LMS' Services,</li><li>• the expected manner of resolving the complaint,</li><li>• in case of payable LMS's Services: used payment method, if applicable: the Charging Station ID, time and date of the Charging Session,</li><li>• type of phone and browser version.</li></ul> <p>Before lodging a complaint, you should verify that the non-functioning or malfunctioning of the LMS' Service is not due to reasons attributable to you and your devices, in particular problems with Internet access.</p> <p>Last Mile Solutions shall respond to the complaint without undue delay by the same means by which the complaint was submitted or by e-mail. In the case of Consumers, Section 8 of these Terms (<b>8. CONSUMERS</b>) also apply.</p>

## 8. CONSUMERS:

8.1. <b>Consumers</b>	<p>This Section 8 applies only to the Users who are Consumers.</p>
8.2. <b>Right of withdrawal</b>	<p>A Consumer shall have the right to withdraw from the agreement with LMS without cost and without giving any reason within fourteen (14) days of its conclusion. Sending the declaration before the deadline is sufficient to meet this deadline.</p> <p>If the digital content covered by the LMS's Service is not delivered to the Consumer, the Consumer may furthermore withdraw from the agreement without calling for delivery of the digital content covered by the Service:</p> <ul style="list-style-type: none"><li>• if it is clear from LMS' statement or circumstances that it will not deliver the digital content or digital service,</li><li>• if the Consumer and LMS have agreed, or it is clear from the circumstances of the conclusion of the contract, that a specific deadline for the delivery of the digital content or digital service was of material importance for the Consumer and LMS has not delivered it within that deadline.</li></ul> <p>The Consumer may also withdraw from the Agreement if the digital content covered by the Service or the digital Service does not comply with the Terms, as described in clause 8.3 below.</p> <p>In case of withdrawal from the Agreement, the Agreement shall be deemed not to have been concluded. LMS shall be obliged to reimburse - within fourteen (14) days - all fees paid by such a User, except for remuneration for Services performed upon the request of the Consumer before the withdrawal from the Agreement.</p>

	<p>LMS shall provide the LMS's Services before the expiry of the deadline for withdrawal from the agreement with the Consumer upon Consumer's express request.</p> <p>The Consumer may use the following model (optional) withdrawal declaration:</p> <p style="text-align: center;">Model withdrawal form</p> <p><i>Addressed to: Threeforce B.V., acting under the name Last Mile Solutions, Zeemansstraat 11 A (3016 CN) Rotterdam, The Netherlands,</i></p> <p><a href="mailto:info@lastmilesolutions.com">info@lastmilesolutions.com</a></p> <p><i>- I/We(*) hereby give notice(*) of my/our withdrawal from the contract for the provision of the following service(*)</i></p> <p><i>- Date of conclusion of the contract(*)</i></p> <p><i>- Full name of Consumer(s)</i></p> <p><i>- Address of Consumer(s)</i></p> <p>The Charging Service, by its nature, starts to be performed immediately. For this reason, by starting charging, you agree for immediate start of the Service, that is also before the elapsing of the term for a withdrawal from the agreement for this Service. You should be aware that in such a case you will be obliged to pay for the Service performed.</p>
<b>8.3. Contractual compliance - legal liability for the LMS' Services</b>	<p>If the digital content covered by LMS Service or the digital LMS' Service, is not in conformity with the Terms, the Consumer may request it to be brought into conformity with the Terms. LMS may only refuse if the request is unreasonable (LMS is not responsible for the non-conformity in question) or if bringing it into conformity with the Terms is impossible or would require excessive costs for LMS. The bringing into conformity with the Terms shall take place within a reasonable time from the moment of the complaint. The costs of bringing the Service into conformity with the Agreement shall be borne by LMS.</p> <p>If bringing the LMS' Service into conformity with the Terms is impossible, requires excessive costs - the Consumer may request a proportionate price reduction or, if the lack of conformity is not insignificant, withdraw from the Terms. The preceding sentence shall also apply if the lack of conformity of the LMS' Service with the Terms is so significant that it justifies a reduction of the price or a withdrawal without a prior request to bring it into conformity.</p>
<b>8.4. Time to resolve a complaint</b>	<p>The Consumer's complaint will be considered by LMS without undue delay, but no later than within fourteen (14) days of its submission, and a response will be provided in each case on a durable medium. If the Consumer's complaint is not responded to within the prescribed period, the complaint shall be deemed justified.</p>
<b>8.5. Right to terminate</b>	<p>If the Platform update made by LMS or other change to the LMS' Services causes a material and adverse effect on the Consumer's access to or use of the LMS' Services, the Consumer may terminate the agreement without notice within thirty (30) days of such change.</p>
<b>8.6. Minimum duration of the Consumer's obligations</b>	<p>The Consumer shall be bound to the agreement under these Terms for at least the period from the starting of the Charging on ad hoc basis until payment for the Charging Service performed and/or for the time the User uses the Platform.</p>

## 9. LIABILITY:

<b>9.1. LMS' liability</b>	<p>Unless otherwise provided by law, LMS shall not be liable for the non-conformity of the digital LMS's Services, including the digital content provided, with the Terms, as well as for damages and other consequences resulting from:</p> <ul style="list-style-type: none"> <li>the incompatibility of the digital environment used by the User with the technical requirements for the use of the Platform or LMS's Services of which the User was informed prior to the conclusion of the agreement with LMS, including irregularities in the User's computer equipment or mobile devices or the malfunction of third-party software used by the User;</li> <li>failure to fulfil the obligation of required cooperation in the provision of the LMS's Services, of which the User was informed prior to the conclusion of the agreement with LMS, the incorrect operation of the Platform by the User.</li> </ul> <p>Unless otherwise stipulated by law, the responsibility for the provision of electricity to the respective Charging Station, including the actual enabling of (full) charging of the electric/hybrid vehicle and its efficiency, rests with the CSO, CPO or other exploiting entity operating the respective Charging Station. The Charge Point or Charging Station owner or the CPO of the</p>
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	<p>respective Charging Point is responsible for the provision of electricity to the respective Charging Point, including the actual enabling of (full) charging of the Electric Vehicle and its efficiency. LMS is not responsible if the EV cannot (or cannot safely) be charged due to a defect in the electric vehicle or in the tools used, such as charging cables.</p> <p>LMS may be liable for damage incurred by the User as a result of an attributable failure by LMS to comply with its contractual obligations vis-a-vis the User on condition that User informs LMS of such failure in writing within ten (10) business days after the day on which the User has identified or could have reasonably identified the failure, granting LMS a reasonable term to still comply. The ten (10) business days' period in the previous sentence does not apply to the Consumers.</p> <p>LMS' total liability under the Terms is limited to six (6) times the fee paid by the User for the Services for the month when the damage occurred and to the actual loss incurred (this limitation does not apply in case of gross negligence or intentional damage, as well it does not apply to Users who are Consumers).</p>
<b>9.2. User's liability</b>	<p>Unless otherwise provided by the law, the User shall be liable for errors in documents, payments, or other damages that are caused by the User's failure to comply with the obligation to provide true, correct and complete information required (as indicated above).</p> <p>Unless otherwise stipulated by the law, the User shall be liable for damage caused by improper or careless use of the Platform, or Charging Stations and shall indemnify Last Mile Solutions against claims arising therefrom.</p>

## 10. PERSONAL DATA:

<b>10.1. Data Controller</b>	<p>The data controller of the personal data of the User who is a natural person or person representing the User is Threeforce BV with its registered office in Rotterdam, The Netherlands (Last Mile Solutions).</p> <p>You can contact Last Mile Solutions via the designated Data Protection Officer on matters concerning your personal data</p> <p>at the e-mail address: <a href="mailto:privacy@lastmilesolutions.com">privacy@lastmilesolutions.com</a> or</p> <p>in writing at the address: Zeemansstraat 11 A (3016 CN) Rotterdam, The Netherlands.</p>
<b>10.2. Processing of personal data</b>	<p>Last Mile Solutions processes, inter alia, the User's contact details, e-mail address, scope of Services used, billing data (e.g., payment card data) and, in the event of an obligation or request to issue a VAT invoice to the User, also the User's data indicated for the purposes of the invoice (name, company, VAT ID, address).</p> <p>Personal data of End-Users is processed to: (i) perform the Agreement under these Terms (for the time of Agreement and until the statute of limitations on claims) and (ii) fulfill its legal obligations (for the time required by law i.e., for archiving sales documentation).</p>
<b>10.3. Rights of the User</b>	<p>The User has the right to access, rectify, erase, restrict processing, data portability, as well as to lodge a complaint about unlawful processing with the data protection supervisory body (the Dutch Data Protection Authority or your local EU data protection supervisory body).</p>
<b>10.4. Privacy Policy</b>	<p>Details of the processing of personal data can be found in the LMS Privacy Policy available at the Platform, as well as at:</p> <p><a href="https://www.lastmilesolutions.com/privacy-policy/">https://www.lastmilesolutions.com/privacy-policy/</a></p>
<b>10.5. Other cases of processing</b>	<p>Please be advised, that to some extent, Last Mile Solutions may also process data as the Service Provider's processor or sub-processor, inter alia when it develops, maintains and supports the Platform or provides other support for the purpose of Service Provider's services. In such a case the processing of your personal data or personal data of third parties you provide shall be governed by the rules indicated by the Service Provider or other data controller in their own information clause.</p>



## 11. OTHER PROVISIONS:

<b>11.1. Law and competent court</b>	<p>The Terms shall be governed by the laws of the Netherlands.</p> <p>Any disputes arising from the Agreement shall be settled by the courts of Rotterdam (The Netherlands).</p> <p>The choice of the law does not deprive the Consumer - User concluding this agreement of its rights and protection under mandatory provisions of the law of his/her country of habitual residence (which - in the absence of the abovementioned choice of law - would have been applicable to this Consumer End-User).</p>
<b>11.2. SaaS</b>	<p>The Platform – as described herein - is provided as a Service (no license is granted). Your rights of use, as a User, are limited to the scope described herein and limited for the time of this agreement with LMS.</p>
<b>11.3. Termination</b>	<p>The agreement with LMS as described in these Terms is concluded for the term of the EUA with the Service Provider. Termination or expiration of the EUA with the Service Provider results in the termination of this agreement.</p> <p>These Terms may be terminated any time together with the EUA with the Service Provider.</p> <p>In the event of termination of these Terms, further use of the Platform is not allowed.</p> <p>You, as a User, are however always free to stop visiting the Platform.</p> <p>Last Mile Solutions can terminate these Terms as a whole – or – as the case may be – partially - with immediate effect (after a prior request to cease violation within a reasonable cure period) in case:</p> <ul style="list-style-type: none"><li>• it repeatedly proves impossible to carry out the direct debit/automatic collection of due fees; or</li><li>• User's payment arrears of more than thirty (30) days accrue; or</li><li>• the User does not comply with these Terms, with its duties listed in clauses 4.1 and 6.6 of these Terms.</li></ul>
<b>11.4. The version of the Terms</b>	<p>The agreement with the User is governed in each case by the Terms in the version accepted at the Platform.</p>
<b>11.5. Change of the Terms</b>	<p>Last Mile Solutions is unilaterally authorized to amend these Terms during its term for important reasons, in particular:</p> <ul style="list-style-type: none"><li>• to reflect changes in the law or their interpretation by courts or administrative bodies;</li><li>• to add new functionalities or LMS' Services or change the scope of LMS' Services offered;</li><li>• to correct obvious mistakes, calculation errors, language errors, etc.;</li><li>• if there is a change in the contractual relationship between the Service Provider and LMS or between either the Service Provider or LMS and their contractors or partners, in each case to the extent affecting the LMS' Services;</li><li>• if there is a change to the infrastructure of the Charging Network, the Platform affecting their operation.</li></ul> <p>The registered End-User will be informed about the change of the Terms electronically by making the content of the new Terms available to the End-User via e-mail or via the End-User Account.</p> <p>Amendment to the Terms is effective upon the lapse of fourteen (14) days from the time the amended Terms are made available to the End-User or from the moment of the End-User's acceptance of the amended Terms. In case of a Consumer End-User, the amended provisions of the Terms become binding no earlier than from the moment of the acceptance of the amended Terms by the Consumer End-User. The End-User may terminate these Terms within fourteen (14) days after receiving the amended Terms.</p> <p>During the notice period, the previous provisions of these Terms shall apply. Amendments to these Terms do not affect the LMS' Services performed until the date of the amendment.</p>

## 12. Appendix I. Self-billing agreement

<b>1. Selfbilling</b>	<p>The provisions of this Appendix constitute a self-billing agreement between the End-User being</p>
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<b>agreement</b>	CSO of the public Charging Station registered at the Platform and Last Mile Solutions, within the meaning of respective VAT provisions applicable.
<b>2. Scope of authorization</b>	Last Mile Solutions is entitled to prepare and issue self-billed VAT invoices on behalf of the End-User being CSO for the payment of any remuneration due to the CSO for any supplies made to Last Mile Solutions (or Service Provider or other MSPs within the Charging Network) in connection with the Charging Sessions provided by such entities at its Charging Stations.
<b>3. Self-billed invoices</b>	<p>The invoice issued by Last Mile Solutions in self-billing procedure must contain an information that the invoice is issued in the name and on behalf of CSO (i.e., the taxpayer specified in the invoice as the seller) and a note "self-billing" next to the invoice number.</p> <p>The numbering of these invoices will be according to the order in which they are issued by Last Mile Solutions, i.e. Last Mile Solutions applies its own numbering scheme.</p> <p>Last Mile Solutions will issue an invoice in the name and on behalf of the CSO in electronic form, to which the CSO hereby agrees.</p>
<b>4. LMS's duties</b>	<p>LMS agrees to:</p> <ul style="list-style-type: none"> <li>• issue self-billed invoices for all supplies/services made by the CSO in respect of the remuneration;</li> <li>• complete self-billed invoices showing the CSO's name, address and VAT registration number, together with all other details which constitute a full VAT invoice;</li> <li>• inform the CSO if the issue of self-billed invoices will be outsourced to a third party.</li> </ul> <p>Last Mile Solutions is obliged to issue invoices in accordance with the regulations that apply in this regard, in particular the VAT Act and the executive provisions issued based thereon.</p>
<b>5. CSO's duties</b>	<p>The CSO warrants that it is a taxpayer registered for VAT and agrees to:</p> <ul style="list-style-type: none"> <li>• provide complete, correct and accurate data necessary to issue self-billed invoices on its behalf;</li> <li>• accept invoices issued by Last Mile Solutions on CSO's behalf and not to terminate the authorization to issue invoices under the self-billing scheme described in this Appendix until the expiry of the term or the termination of this Appendix, whichever occurs first;</li> <li>• not to issue any sales invoices for the transactions covered by this Appendix, and self-billing agreement as described herein;</li> <li>• notify Last Mile Solutions immediately, no later than within 1 (one) business day if the Purchaser changes its VAT registration number, or ceases to be VAT registered, or sells its business, or part of its business.</li> </ul>
<b>6. Verification procedure:</b>	<p>Parties to this self-billing agreement are obliged to comply with the procedure for the verification and approval of individual invoices by the CSO as it is specified below:</p> <ul style="list-style-type: none"> <li>• Each invoice issued in accordance with this Appendix under the CSO's self-billing authorization will be available for the CSO to download from the Platform or will be made available electronically, i.e., sent to the CSO's e-mail address.</li> <li>• Invoices posted on the Platform will be made available in PDF format, enabling the CSO to download those invoices. The CSO as a taxpayer is allowed to store invoices, correct invoices and make duplicates of these documents.</li> <li>• Last Mile Solutions must inform the CSO via the Platform or by email that an invoice has been issued in its name and on its behalf and that it may comment on the contents of the invoice within three (3) working days as of the issue of the invoice.</li> <li>• The invoice will be deemed approved by the CSO if the CSO makes no remarks to its contents within three (3) working days as of the issue of the invoice.</li> <li>• If an error is found in an invoice, the CSO must immediately notify Last Mile Solutions by sending information about the type of errors found by e-mail to Last Mile Solutions' address.</li> </ul>
<b>7. Other terms:</b>	This self-billing agreement forms an integral part of the Terms and shall be governed by the same terms, including termination rules, as Terms as a whole.

### Data Processing Addendum

With respect to personal data provided by the Participant without a company with legal personality, by representatives of the Participant and/or by Cardholders, or otherwise collected by **Kuwait Petroleum (Belgium) NV**, with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0404.584.525, e-mail: [privacy@Q8.com](mailto:privacy@Q8.com) (hereinafter referred to as '**KPB**') in its capacity as controller, and recorded in databases or otherwise stored and processed by KPB, KPB undertakes to comply with the applicable legislation on the protection of personal data, in particular but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ('GDPR'), as well as successive or modifying legislation on the processing of personal data (hereinafter referred to collectively as '**data protection legislation**').

KPB will process the personal data in its capacity as data controller. The Participant shall be and remain fully responsible at all times for their own processing of Cardholders' personal data for their own purposes. The services which fall within the scope of the General Terms and Conditions are provided together with an online platform from which further information can be collected.

For some of its services (including installing, maintaining and managing charging stations), KPB engages a third party, **50five Belux**, which will act as a separate data controller for these services. For more information on how 50five Belux processes personal data relating to you, please refer to 50five Belux's privacy policy, which is available at [https://a.storyblok.com/f/108028/x/83f3cf052e/privacybeleid\\_50fivebelux\\_nl\\_202406.pdf](https://a.storyblok.com/f/108028/x/83f3cf052e/privacybeleid_50fivebelux_nl_202406.pdf).

For the performance of some of its services (including invoicing, reimbursement of drivers for home charging sessions and collection of revenue for charging sessions) there is a partial transfer of rights and duties towards end-users between KPB and a third party, **Threeforce BV**, acting under the name **Last Mile Solutions** (hereafter **LMS**). For these services and within the scope of this partial transfer, LMS can act as a separate data controller. For more information on how LMS processed personal data relating to you, please refer to the LMS privacy policy, which is available at <https://www.lastmilesolutions.com/privacy-policy/>.

This Data Processing Addendum will set out the following:

- What personal data are collected,
- The purposes for which we can use these personal data,
- The legal basis on which we rely for the processing of your personal data,
- The parties with whom we can share your personal data,
- How long we store your personal data,
- The use of cookies,
- Your rights with regard to your personal data,
- How to contact us for questions or comments.

<b>Information only for Participants or representatives of Participants in order to conclude the Agreement</b>
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During the ordering process, KPB will ask for a copy to be uploaded of the front of the ID or the driving licence of a director/manager who is officially authorised to represent the Participant.

<b>Information only for Participants with a company with legal personality and the representatives of the Participant</b>
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#### What personal data are collected?

Via the Platform, we collect data that are necessary for us to offer our E-mobility services. If you register at <https://electric.q8.be>, upon registration and while the platform and the application are used, we collect certain personally identifiable information about you ('personal data'), in particular:

- (i) identification and contact details (including name, telephone number, email address, postal address and common data on profession and professional activity),
- (ii) consumption data,
- (iii) financial data,
- (iv) transaction data (of your employees) (including charging session data: charging card number, start and stop times, electricity consumption, charging station ID, and location of the charging station used),
- (v) log-in data: email address and password, and
- (vi) location data.

You will find more detailed information about this processing further on in this Data Processing Addendum.

If you use the Q8 electric App, your current location on your device may be used in order to offer certain aspects of the Q8 electric Services and features of the Q8 electric App, as set out in the General Terms and Conditions. You can easily enable the location feature by adjusting the permissions of the Q8 electric App via the settings of your device.

**Information for Participants with or without a company with legal personality, the representatives of the Participant, Cardholders and consumers**

**Non-personal data collected automatically**

When you visit our Website/Platform, we may also collect information that cannot be used to identify you personally, including, but not limited to, the type of internet browser and computer operating system, the domain name of the website that you visited previously, the number of visits, the average time spent and the pages you viewed. We may use this information and share it within the Kuwait Petroleum Group to analyse the use of our websites and to improve their content.

**On what legal basis do we rely and for what purposes can we use these personal data?**

Your personal data will be processed when **(legal basis):**

- You have freely given us a specific, informed and unambiguous indication of your wishes in this respect (consent).
- We offer the services that you have requested (necessary to fulfil the Agreement).
- Processing is necessary to safeguard our legitimate interests, in particular economic, commercial and financial interests, business continuity, the security and confidentiality of customer information and products and the security of digital and physical infrastructures.
- Processing is necessary to comply with legal obligations on the part of KPB arising from certain legislation.

More information relating to the personal data that we process and the **processing purposes** for which we use these personal data is given below:

- When you **use the Platform**, we collect the following data:
  - (i) identification and contact details (including name, telephone number, email address, postal address and common data on profession and professional activity),
  - (ii) consumption data,
  - (iii) financial data,
  - (iv) transaction data (of your employees) (including charging sessions: charging card number, start and stop times, electricity consumption, charging station ID, location of the charging station used) and
  - (v) log-in data: email address and password.

**These data are collected in order to:**

- (i) show you a clear view of all your transactions,
- (ii) enable you to use the Platform,

- (iii) help with any questions or complaints that you may have submitted via the Platform. When you log in as a Participant with a company with legal personality or a representative of the Participant, you will also have the possibility of adding additional accounts for your employees,
  - (iv) inform you about promotions and actions at KPB
- When you **register in the Q8 electric App**, we collect the following data: name, email address, card number, home address, financial data (for B2C only) and technical data (including device information and your language and country preference). These personal data are used for the following processing purposes:
  - (i) contracting with you as a customer,
  - (ii) offering services within the Q8 electric Services,
  - (iii) invoicing of the charging session(s) and payment processing,
  - (iv) preventing and countering fraud and improper use,
  - (v) improving our products and services.
- If you **register a charging station** with us (B2B only), we collect your name, email address, postal address, data relating to the location of the charging station and financial data. These data are processed in the context of the use of your charging station and in relation to the provision of the service you have requested.
- If you **purchase a charging infrastructure from us**, we collect your name, email address, postal address, installation details for the charging infrastructure and financial details. These data are processed in the context of the sale, installation and use of the charging infrastructure and in relation to the provision of the service you have requested.
- If you **use a charging station with the Q8 electric Card**, we collect your personal data relating to this use. These data include the charging card number, the company that operates the charging station, location data and details of the charging session (charging card number, start and stop times, electricity consumption, charging station ID, location of the charging station used). KPB uses these data for invoicing of the charging session(s) and payment processing. In addition, you will have the possibility of letting us know how your charging session went via e-mail or text.
- If you **have a company car**, we collect data that are necessary to provide and install a charging station and to give you a charging card or a combined charging card (if you require a combined fuel / electric card). KPB uses these data to reimburse your energy costs for 'home charging' and to inform you about your consumption and the use of your private/public charging station.

It is the responsibility of the Participant to ensure that they have received all prior, individual and necessary consents, approvals and authorisations from the representatives of the Participant and Cardholders, and that they have informed these persons to enable such processing of personal data by KPB in accordance with this provision. The Participant shall indemnify, protect and compensate KPB with respect to any losses arising from or in connection with the Participant's failure to obtain all individual and necessary consents and approvals.

- If you **use the Q8 electric App**, the following personal data will be processed:
  - (i) identification and contact details (including name, telephone number, email address, postal address and common data on profession and professional activity),
  - (ii) consumption data,
  - (iii) financial data,
  - (iv) transaction data (of your employees) (including charging session data: charging card number, start and stop times, electricity consumption, charging station ID, and location of the charging station used),
  - (v) log-in data: email address and Password.

These personal data are processed for the following purposes:

- (i) contracting with you as a customer,

- (ii) offering services within the Q8 electric Services to participants and cardholders,
- (iii) administrative support by means of reimbursing expense reports,
- (iv) preventing and countering fraud and improper use,
- (v) invoicing,
- (vi) Informing you about promotions and actions at KPB.
- (vii) improving our products and services

If you **use the Q8 electric App**, your current location on your device may be used (if you enable this) in order to offer certain features of the Q8 electric App, as set out in the General Terms and Conditions. The location is only processed on the device of the user to show their location on a map with charging stations in the vicinity. These location data are not stored in any databases. Your location data may be used for the following purposes:

- (i) identifying a charging station and activating a charging session in the Q8 electric App,
- (ii) invoicing (the name of the charging station will be indicated on the invoice),
- (iii) reporting a defective charging station via the contact form,
- (iv) providing a navigation feature (charge point finder).

You can easily enable the location feature by adjusting the permissions of the Q8 electric App via the settings of your device.

In addition, your personal data may be processed:

- to provide assistance if you submit any complaints and/or comments,
- to conduct online surveys so that we can gain a clearer understanding of the wishes and profiles of our customers,
- to gain a clearer understanding of your business needs and improve our products and services,
- for statistical and archiving purposes.

### **With whom can we share your personal data?**

#### Sharing within the group

As part of the processing activities for the aforementioned purposes, the personal data collected may be transferred to other companies within the Kuwait Petroleum Group. Such transfers are covered by an intragroup agreement that provides specific contractual protection to ensure that your personal data are appropriately and consistently protected, regardless of where they are transferred within the Kuwait Petroleum Group. Your personal data will be shared only when necessary for the realization of the above purposes and will be shared only with companies of the Kuwait Petroleum group located within the European Economic Area.

#### Third parties

In the context of the services provided by KPB via the Q8 electric App and the Platform, your data may be shared with and processed by:

- Software suppliers,
- App and platform suppliers,
- Advertising and marketing agencies, companies offering mailing services,
- our charging card supplier, which is also responsible for sending the cards to the delivery address of your choice,
- Customer Services,
- Navigation service provider,
- Our supplier for installing, managing and maintaining electric chargers, 50five Belux, in his capacity of independent data controller,
- Our supplier for invoicing, reimbursing and collecting revenue, LMS, in his capacity of independent data controller.

KPB may also share the personal data of the Participant, representatives of the Participant and Cardholders with:

- (i) authorities or other third parties further to a request from an authority, when this is required by law or when it is necessary to identify, contact or institute legal proceedings against individuals,
- (ii) third parties to which KPB may sell or transfer its business or assets, in part or in full, after which representatives of the Participant and Cardholders will be able to contact the third party if they have any questions about the processing of their data,
- (iii) service providers which offer IT support,
- (iv) third parties which provide administrative and communication services or manage transactions on behalf of KPB, including service providers relating to electronic or paper invoicing and/or, as appropriate, which collect and/or process the data on the instructions of KPB for the aforementioned purposes, and
- (v) bailiffs and/or lawyers.

KPB ensures that these recipients only gain access to personal data that are relevant, appropriate and necessary for the processing.

KPB may also share such data with third parties in connection with the sale of all or part of its business activity, the transfer of a business or in similar circumstances with judicial or other competent authorities upon request.

### **International transfers**

In principle, KPB will only forward personal data to countries within the EEA, or countries outside the EEA which fall under a European Commission adequacy decision. In other cases, KPB ensures that appropriate measures are taken for international transfers, including, but not limited to, model contract provisions or other appropriate mechanisms (depending on the situation) in compliance with the GDPR requirements in order to guarantee adequate protection. For more information about the appropriate measures that are applicable, please contact us using the contact details at the bottom of this addendum.

### **Links to other websites**

The Platform and the Q8 electric App may contain links to other websites that are not owned, controlled or maintained by KPB. We cannot be held responsible for the privacy policies of other websites or for the implementation of these policies, even if:

- you accessed the third-party website via a link on the Platform or the Q8 electric App, or
- you were referred to the Platform and the Q8 electric App via a link on the third-party website.

We recommend that you read the privacy policy of each website you visit and that you contact the owner or operator if you have any questions or comments.

### **How long do we store your personal data?**

Your personal data will be stored as long as you remain an active Q8 electric customer. Thereafter, we keep your data for archiving purposes and fraud detection for a maximum of five (5) years. Transaction data are kept for just one (1) year.

### **Cookies**

#### General

KPB may use cookies, pixel tags and similar technologies when you register for and use the Q8 websites and/ or Q8 electric App, which are provided in our capacity as a data controller.

More information on the cookies used by KPB on the Q8 websites can be found in the specific cookie policy on each website.

As for the Q8 electric App, these technologies are used to make your experience in the Q8 electric App smoother and more enjoyable, to better tailor the content of the Q8 electric App to your needs and preferences, and to provide you with personalized promotions, special offers, discounts and ads.

A cookie is a text file that is placed on your mobile device by an application when you use an application. For example, cookies can automatically recognize you on your next visit and can allow you to customize an app or website to better match your interests, remember your language preference, or store your password so you don't have to re-enter those preferences every time.

Cookies may be placed by KPB itself or by others with whom KPB cooperates (so-called "third party cookies"). Such cookies contain a unique code that allows your device to be recognized while using the Q8 electric App (so called "session cookie") or also on subsequent repeated use of the Q8 electric App (so called "persistent cookie"). The Q8 electric App may also use similar technologies (such as SDKs, pixels, tags and other trackers, collectively referred to hereinafter as "cookies") that work in a similar way, i.e. retrieve and track information on your device.

#### Cookies used by the Q8 electric App

KPB uses the following cookies in the Q8 electric App:

- **Necessary cookies**

These cookies are essential to visit the Q8 electric App and to use certain parts of it. These cookies allow you to navigate between different parts of the Q8 electric App or to fill in forms. Due to the technical necessity of these cookies, only an information requirement applies and these cookies are placed once you use the Q8 electric App.

- **Functional cookies**

These cookies allow the Q8 electric App to store data you already entered (e.g. usernames, configurations, language settings) and to provide the user with improved, more personalized features.

- **Statistical cookies**

These cookies are used to collect data and make analyses about the use of the application in order to improve and adapt the content more to users' preferences and to increase usability. For example, they collect information about the number of users of the Q8 electric App and about the most popular parts of the Q8 electric App.

- **Marketing cookies**

These cookies are used to provide content that is relevant to the user and tailored to their interests. They are also used to limit the number of times an ad appears and to measure and monitor the effectiveness of advertising campaigns. These cookies record what content you use. This is done based on a unique identifier of your device.

#### Changing your cookie preferences in the Q8 electric App

When you use the Q8 electric App for the first time, you can indicate your cookie preferences. Once you have given your consent, you have the right to withdraw it at any time.

- If you are using **Android** as your operating system, you can withdraw your consent in the Q8 electric App itself, under the menu option "preferences";
- If you use **iOS** as your operating system, you can withdraw your consent in the settings of your device. You can also find these by clicking "manage location settings and cookies" in the Q8 electric App, under the menu option "preferences". You will then be redirected to the settings of your device where you can disable "Allow tracking".

#### **What are your rights with regard to your personal data?**

Under the data protection legislation, you have the right, under certain conditions, to access your personal data as well as the right to rectify incorrect or incomplete data, to have your data deleted and, if applicable, to withdraw your consent.



You have the possibility of modifying a number of data items in your account yourself via the Platform and the Q8 electric App if you wish.

If you wish to exercise one or more of your rights and you are unable to do so via the Platform or the Q8 electric App, please let us know via the email address [privacy@q8.com](mailto:privacy@q8.com). We will then make every effort to take the necessary steps, including for example:

- providing you with a copy of the data you have supplied us with,
- rectifying errors in the data we hold,
- deleting any data for which we no longer have a legal basis or purpose to use them.

In addition, in certain cases you have the right to object to the use and processing of your personal data. You can also request at any time to restrict the processing of your personal data, for example while a complaint is being investigated.

Furthermore, you also have the right to object to any processing, including profiling, based on the legal ground of legitimate interests, unless our reasons for this processing outweigh any adverse consequences for your rights and freedoms.

Within the limits of the law, you also have the right to transfer your personal data to another organisation (data portability). Your exercising of these rights shall be subject to a number of restrictions intended, for example, to safeguard the public interest (e.g. fraud prevention or detection). If you wish to exercise any of these rights, we will examine your request and if possible reply within one month. We may charge a reasonable fee for 'repeated requests', 'manifestly unfounded or excessive requests' or 'further copies'.

If you are dissatisfied with our use of your personal data or you do not agree with our response to the exercising of any of the above rights, you have the right to lodge a complaint with the Data Protection Authority:

Data Protection Authority  
Drukpersstraat 35, 1000 Brussels

+32 (0)2 274 48 00  
+32 (0)2 274 48 35  
[contact@apd-gba.be](mailto:contact@apd-gba.be)

## **Changes**

We reserve the right to change this addendum if necessary, for instance to comply with changes in the legislation, regulations, new practices and procedures or obligations imposed by the Supervisory Authority or to inform you about an adjustment to the processing of your personal data as a result of a change in our services. This Data Processing Addendum was last modified on 21 August 2024.

## **How to contact us for questions or comments**

If you have any questions or would like more information, please send an email to [privacy@q8.com](mailto:privacy@q8.com).

Or write to the following address:

Kuwait Petroleum (Belgium) NV  
Attn Data Protection Officer  
Desguinlei 100/8  
2018 Antwerp

## **Special General Terms and Conditions for the sale of charging stations and optional products and services for companies and professional customers**

The sale of charging stations and optional products and services for companies and professional customers are only subject to these Special General Terms and Conditions.

By signing or ticking the checkbox indicating to have read and understood and to accept the Special General Terms and Conditions in the offer, quotation or agreement or no later than when the Order is placed (as described below), the Customer expressly confirms to have read and understood and to accept the Special General Terms and Conditions.

In case of contradiction, the Quotation will prevail over the Special General Terms and Conditions.

The Parties expressly agree that the Customer's general terms and conditions do not apply and that the Contract constitutes the entire agreement between the Parties in respect of the subject matter to which it relates.

### **Definitions**

50five	means 50five Belux SA/NV, with its registered office at Straatsburgdok Noordkaai 33, B-2030 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0665.579.356.
Audit form	has the meaning referred to in Article 4.
Charging Card	means a carrier of the unique identification number provided by Q8 that provides access to the use of the Quotation Charging Station (Charging Card without Roaming) or to the Quotation Charging Station and/or to Public Charging Stations (Charging Card with Roaming). Under these Special General Terms and Conditions, there will only be a Charging Card without Roaming. This carrier may be a Q8 electric Card or the Q8 electric App.
Charging Station	means a charging station that can be used to charge an electric vehicle.
Contract	means the present Special General Terms and Conditions and the Quotation.
Customer	means the Q8 Liberty, Small & Large Business customers, as defined in the Q8 electric General Terms and Conditions as Q8 Liberty customers, natural persons performing a professional activity in a self-employed capacity or companies that are small or micro companies within the meaning of Article 1:24 or Article 1:25 of the Belgian Companies and Associations Code, and companies that are not small companies within the meaning of Article 1:24 of the Belgian Companies and Associations Code, and where Q8 Liberty is the fuel cards service for Q8 business customers, as further described at <a href="https://www.q8liberty.be/">https://www.q8liberty.be/</a> .
Delivery Address	means the place in Belgium or Luxembourg specified by the Customer where the Quotation Charging Station and any accessories will be delivered and, where applicable and specified in the Quotation, either connected and commissioned, or installed.
End User	means the natural or legal person associated with the Customer (or, as the case may be, the Customer itself) using the Services under the Special General Terms and Conditions as set out herein.

Helpdesk	means the telephone support service that forms part of the Charging Station Management service, where applicable, as described in the Quotation.
Incident Handling	means the incident management service as described in Article 9.
Network	means the aggregate of all Public Charging Stations to which the Customer and the associated End Users, where applicable, have access (depending on the type of Charging Card chosen), as indicated on the Platform.
Order	means the placing of an order for the sale, installation, delivery, maintenance and/or operation of the Charging Infrastructure.
Party or Parties	Q8 and/or the Customer, as the case may be
Platform	means one of the online platforms for Q8 Liberty, Small & Large Business customers, accessible either at (i) <a href="https://electric.q8.be/portal/login">https://electric.q8.be/portal/login</a> (the 'Existing Platform'); or at (ii) <a href="https://portal.q8electric.be">https://portal.q8electric.be</a> (the 'New Platform'), where the Customer (and/or End Users) can register, manage the Charging Cards and Charging Stations and check transactions. The applicable Platform depends on how the Services are provided, as communicated by Q8 to the Customer from time to time.
Preparatory Work	means the work to be carried out by the Customer if, under the Quotation, the Customer has elected for Q8 only to connect and commission the Quotation Charging Station. If applicable, this work will be identified in the Quotation.
Public Charging Station	means a Charging Station other than the Quotation Charging Station to which the Customer and associated End Users, where applicable (depending on the type of Charging Card chosen), have access with their Charging Card.
Q8	means Kuwait Petroleum (Belgium) SA/NV, with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0404.584.525.
Quotation	means the quotation issued to the Customer by Q8, including any related documents attached thereto, and communicated by Q8 to the Customer.
Quotation Charging Station	means the Charging Station that the Customer has opted for in the Quotation. This Charging Station, if chosen by the Customer, may contain multiple connectors.
Services	means the services listed and, if applicable, selected by the Customer in the Quotation.
Standard Installation	means an installation of the Quotation Charging Station by Q8 where the contents of the installation works fall within the definition of a Standard Installation as described in the Quotation.

Tax Charges	means all tax charges, regardless of their name, including, but not limited to, all taxes, duties, excise duties, levies, fees, obligations and charges imposed by a competent authority relating to the goods and services provided under the Contract.
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## **PROVISIONS RELATING TO THE DELIVERY AND INSTALLATION OF THE QUOTATION CHARGING STATION**

### **1. Delivery and provision of the Quotation Charging Station**

1. Q8 undertakes to deliver the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, to the Delivery Address, according to the arrangements set out in the Contract.
2. If the Customer purchases the Quotation Charging Station and associated accessories, and, as the case may be, subscribes to Services, with a view to making them available to End Users, the Customer undertakes to ensure that these Special General Terms and Conditions are also enforceable against and complied with by them. The Customer shall be responsible for the End Users' use of the Quotation Charging Station, the associated accessories, and, where applicable, the Services.

### **2. Relocation**

1. If the Customer wishes to use a Quotation Charging Station at a new address, Q8 may provide a customised quotation for the removal of the said Charging Station at the original address and its installation at this new address. If the Customer wishes to take a Quotation Charging Station and install it at its new address themselves, this will be under their full responsibility. Any defects resulting from incorrect disconnection or installation by the Customer shall not be covered by the warranty provided for in Article 7 of these Special General Terms and Conditions.

### **3. Delivery and installation**

1. The Quotation Charging Station, as well as the accessories chosen by the Customer in the Quotation, will be delivered (and installed if the Customer has opted for this) at the specified Delivery Address on the date and at the time as agreed with the installer. Unless otherwise agreed, delivery will take place no later than 60 days after the signing of the Contract. All delivery or installation terms set or agreed with Q8 shall be indicative and not binding on Q8, as Q8 itself is dependent on suppliers. Consequently, any failure by Q8 to meet a deadline may not give rise to the award of damages to the Customer or the cancellation of the Order.
2. If the installation date of the Charging Station is not set by the Customer within a maximum period of ninety (90) days after the acceptance of the Quotation, (i) storage charges in the amount of EUR 70 per month will be applicable from the first working day following the above-mentioned 90-day period to the actual delivery date of the Quotation Charging Station (with this amount being payable from the first day of any given month even if delivery actually takes place during that month), unless otherwise agreed by the Parties, and (ii) the installer shall reserve the right to revise the price for the Installation Work included in the Quotation after the above-mentioned 90-day period, unless otherwise agreed by the Parties.
3. The Customer warrants to have the right to have the Quotation Charging Station installed at the Delivery Address.
4. If all or part of the installation has been carried out by an agent of the Customer, Q8 cannot be held liable for any error in the installation by the agent or any resulting damage.

### **4. Standard or personalised installation**

1. If the Customer opts for the Quotation Charging Station to be installed by Q8, Q8 will determine whether a Standard Installation is possible or whether a personalised installation is necessary on the basis of the conclusions of the Audit Form completed by Q8 or its partner or subcontractor after an interview (telephone, video call) and/or, if applicable, after a site visit to determine the Customer's

needs or any technical difficulties. The audit report will be made available to the Customer and/or the End User by email.

The price for a Standard Installation, as stated in the Quotation, shall be applicable only if the conditions for such an installation are met (taking into account the definition of Standard Installation and the description of the services covered by this type of installation).

2. Unless otherwise stated, the Quotation Charging Station will be deemed (i) to be located on private property (at the home of the Customer or an End User, or at the Customer's place of business) and not on public property and (ii) without prejudice to Article 13.4, to be connected to a power grid that is free from pollution (i.e. not affected by harmonic or other interfering elements). Should this not be the case, Q8 shall reserve the right to adjust the price for the Quotation Charging Station and its installation.
3. If the conditions for a Standard Installation are not met, Q8 will charge the Customer for additional installation work as a supplement to the price of a Standard Installation or charge for a personalised or customised installation, as described in the Quotation. This price shall be based on the information provided by the Customer prior to the sending of the Quotation, as reflected in the Audit Form. Should the Customer have provided incorrect or incomplete information during the above-mentioned audit, Q8 shall reserve the right to adjust the price of the installation and submit a new Quotation to the Customer with respect to these specific points.
4. The price shall be based on the rules and standards in force on the date of sending the Quotation. Any subsequent changes to these rules and standards that have an impact on the pricing of the Quotation and are beyond the control of Q8 may result in a modification of the price, if it is possible to estimate accurately the impact of the changes to these rules and standards on the cost of the service to be performed.

## **5. Delivery and work**

1. The Customer or a person duly authorised by the Customer must be present on the agreed day and at the agreed times to grant access to the Delivery Address and to take delivery of the Quotation Charging Station and/or the works on the completion thereof.
2. The performance of the work on the Charging Station of the Quotation(s) by Q8 depends on the following conditions being met:
  - The work can be carried out under normal conditions and in a healthy and safe environment, unless the Customer has previously mentioned that certain difficulties or complicating factors exist.
  - The work zone has been cleared of obstacles and is freely accessible so that Q8's installer is not obstructed during the installation work.
  - In the case of work being carried out via a crawlspace, this crawlspace is dry and sufficiently deep to work in.
  - The installer has free water and electricity, as necessary for the work, available on site.
  - The measurements and information communicated in advance by the Customer are correct and correspond to the actual situation.
  - Prior to installation or connection, if applicable, the Customer must have carried out the prior Preparatory Work (as described in the 'Installation' annex to the Quotation) and completed it fully and correctly.

If any of these conditions are not met, prices and deadlines may be adjusted accordingly. Any costs associated with work carried out to make the workplace safe and accessible or any travel costs if Q8's installer is unable to carry out the work will be charged to the Customer on a cost-plus basis in accordance with the cost-plus rates available on the website as stated in the Quotation.

The work will be carried out during the normal working hours of Q8 and/or its installer (between 8.00 and 16.30 on working days).

3. Any additional work described in a request signed by the Customer and any conflicting measurement that results in a change to the recorded measurements will be treated as an order and may result in a change in the prices or quantities provided.

4. 50five has arranged work accident, civil liability and business operations civil liability insurance cover. To the extent that Q8, 50five and/or its installer is not liable, the Customer shall bear responsibility for their personnel as well as for any items made available to Q8 or its installer such as rooms, equipment and tools.
5. At the end of the work and after certification, if applicable, the Customer will be asked to proceed to delivery, notwithstanding any minor imperfections that can be repaired during the warranty period. Delivery will be accepted as soon as the Customer has signed the delivery document. Any refusal by the Customer to proceed to delivery must be indicated, together with the grounds for such refusal, in writing or by email to Q8 within 48 hours following the request for delivery. In the event of such refusal, Q8 may either accept the grounds for the refusal and reapply for delivery after the required work has been carried out, or request the appointment of an expert amicably or, failing this, judicially, who must assess the grounds for the refusal and, if necessary, determine the work to be carried out. Minor imperfections that can be rectified within a reasonable time will not constitute grounds for refusal insofar as they do not prevent the use of the Quotation Charging Station. If the Customer uses the Quotation Charging Station before delivery has taken place, the date of first use will be considered as the day on which delivery was accepted. Use of the Quotation Charging Station by the Customer prior to certification, where this is required, will be at the Customer's risk.
6. The electrical installation at the Delivery Address must comply with the applicable regulations, including the requirements of the Belgian General Regulations on Electrical Installations (RGIE/AREI). If this is not the case, Q8 shall reserve the right to refuse to proceed with the installation or connection of the Quotation Charging Station or other work (e.g. the repair or maintenance of the Quotation Charging Station if the Customer has opted for this service) until the Customer can prove by means of an inspection document that the installation complies with the applicable regulations; the non-commencement or the cessation of the installation work will be regarded as needless travel and will be charged to the Customer in accordance with the rates for needless travel as specified in Article 11.4, paragraph 3.

Under no circumstances can Q8 be held liable for the non-certification of the extension to the electrical installation (connected to the Quotation Charging Station) by the approved inspection body due to the non-conformity of the existing electrical installation and/or for reasons unrelated to the work carried out by Q8. Established breaches, comments made and modifications imposed by the approved inspection body in connection with the existing electrical installation or work not carried out by Q8 and a re-inspection by the approved inspection body are not included in the price; the cost thereof will be borne exclusively by the Customer.

7. A Standard Installation or a personalised or customised installation never includes work on earthing. Quotations are always drawn up on the assumption that earthing is available and compliant, regardless of whether a site visit has taken place. Under no circumstances can Q8 be held liable for the non-certification of the extension to the electrical installation (connected to the Charging Station of the Quotation) by the approved inspection body due to the unavailability or non-conformity of the earthing. Work to make the earthing compliant and a re-inspection by the approved inspection body are not included in the price; the cost thereof will be borne exclusively by the Customer. 7.8. Q8 draws the Customer's attention to the fact that any work that may be carried out by themselves or any subcontractors at the Customer's facility may involve risks, including safety risks. These risks are included in the Annex on risks available on the website as mentioned in the Quotation.

The Customer will inform Q8 in writing, before the commencement of the work, of the safety and other risks associated with its activity and/or the Customer's facility where the work will be carried out.

## **6. Transfer of ownership and risks**

1. The transfer of ownership of the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, will only take place after payment in full for the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation. Without prejudice to the provisions below in relation to the transfer of risk, and until payment has been made in full, the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, will remain the property of Q8. As long as Q8 retains ownership of the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, the Customer shall be obliged to use and maintain the aforementioned item or items in a responsible manner.

2. The risks shall be transferred to the Customer (i) in respect of the Quotation Charging Station, when the Customer signs in confirmation of receipt thereof, and (ii) in respect of the accessories, if any, chosen by the Customer in the Quotation, after the delivery, or after the installation, of the Quotation Charging Station.

## **7. Warranty**

1. Q8 grants the Customer a warranty covering against any non-conformity in the Quotation Charging Station, and where applicable of the accessories chosen by the Customer in the Quotation, for a period of up to two (2) years from delivery unless otherwise specified in the Quotation.
2. The Customer is expected to inform Q8 of any non-conformity within a reasonable time and no later than fourteen (14) days after the discovery of the defect. Q8 undertakes, as it chooses, either to repair or to replace the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, within a reasonable period of time. The warranty does not apply if the lack of conformity is due to inappropriate or incorrect use by the Customer or to an external factor independent of Q8 (e.g. a problem on the grid) or if the deadlines mentioned above are exceeded. The warranty covers only material repairs or material replacement of the Quotation Charging Station. If during the warranty period, the Quotation Charging Station and/or accessories need to be replaced or repaired under the terms of the warranty, the transport and labour costs will be charged to the Customer according to the cost-plus rates available on the website as mentioned in the Quotation.
3. Q8 will grant the Customer a warranty on the installation work carried out by it if the installation shows a conformity shortcoming for a period of six (6) months from delivery unless otherwise stipulated in the Quotation. Normal use, wear and tear etc. are not covered by this warranty.
4. Q8 offers no warranties other than those described in this article.

## **8. Right of return**

On the purchase of a new Quotation Charging Station, the Customer shall be entitled to return their old (disconnected) Charging Station to Q8. The take-back of the old appliance will occur at the same time and in the same place as the delivery of the new Quotation Charging Station. The old Charging Station must contain all the components essential for its operation, without waste materials unrelated to the appliance and without any elements that would pose a risk to the health and safety of the installer and Q8 employees. The Customer will disconnect this old Charging Station themselves in advance so that Q8's installer may take it away. If the Customer is unable or unwilling to disconnect the old Charging Station themselves, this will be included in the Quotation. If the Customer wishes to exercise this right to request disconnection from Q8, it must inform Q8 at the latest at the time it returns the signed Quotation. By exercising this right, the Customer warrants that they own the Charging Station and may freely dispose of it. Moreover, they shall waive their ownership rights to the Charging Station concerned.

## **PROVISIONS RELATING TO SERVICES**

### **9. Services included in the Contract**

The following terms and conditions shall apply to the services subscribed to by the Customer in the Quotation, where applicable.

#### **1. Charging Station Management service**

The Charging Station Management service includes the underlying services 'Management and Administration – Configuration' and 'Telephone Support (Helpdesk)' and is offered to the Customer subject to subscription as stipulated in the Quotation.

##### **- Platform**

To the extent that the Quotation Charging Station requires a cable connection or GPRS/UMTS signal powerful enough to communicate with the Platform, the Customer must ensure that the

Quotation Charging Station is installed in a location where such communication is possible and assumes all responsibility in this regard.

- Management and Administration – Configuration

Q8 will be responsible for the configuration of the Platform. During the commissioning of the Quotation Charging Station, the Customer may opt for the following configurations:

- The Quotation Charging Station can be configured so that only the Customer and/or End Users to whom they give a Charging Card can charge vehicles. Unless otherwise agreed by the Parties, where applicable, a zero rate will apply to the Quotation Charging Station for the Customer and End Users charging with their Charging Card.
- The Customer may also decide to have the Quotation Charging Station, in addition to the configuration set out under 11.1.2.1, configured as a Public Charging Station, as a result of which the Quotation Charging Station will also be accessible to third-party charging cards. Where applicable, the Customer will communicate to Q8 the rate applicable for use of the Quotation Charging Station by third parties at the time of its activation. The Customer may subsequently change this rate by sending a written notification to this effect to Q8, up to four (4) times per year. The Quotation Charging Station will also be displayed in various apps in accordance with applicable regulations.
- If the Customer wants the use of the Quotation Charging Station for a certain category of employees for whom the Customer does not bear the charging costs to be subject to a rate other than that for third parties referred to in Article 1, paragraph 2, point 2, this is only possible if this employee uses a Q8 Charging Card. Where applicable, (i) the Customer must provide the details of the employees concerned, (ii) the Customer must notify Q8 of the rate applicable to the Quotation Charging Station for the users concerned (the Customer may subsequently change this rate by sending a written notification to this effect to Q8, up to four (4) times per year), and (iii) a separate agreement for the Charging Card must be drawn up between Q8 and the employee concerned.
- If the Quotation Charging Station is installed at the premises of an End User who works for the Customer (an employee), it may be configured so that the charging costs are borne by the Customer (the employer). Unless otherwise agreed by the Parties, the rate applied at the Quotation Charging Station, which will be invoiced to the Customer and credited to the End User, will be based, where applicable, on the average commercial domestic electricity price as published monthly by the regulator CREG, subject to system roundings and publication availability. This price will be adjusted monthly.
- If the Quotation Charging Station is configured as a Public Charging Station, the Customer shall be solely responsible for determining the access and pricing conditions for this Quotation Charging Station and communicating them to Q8 and third parties. The Customer shall assume all responsibility in this regard.

- Telephone Support (Helpdesk)

In the event of problems with a Quotation Charging Station or a Charging Card, the Customer and/or the End User must immediately contact the Helpdesk.

Q8 does not guarantee that the Helpdesk will be available at all times, nor that the Helpdesk will be able to resolve the Customer's and/or End User's problem.

In the event that an End User attempts to remedy the defect of the Quotation Charging Station or the Charging Card themselves, Q8 will not be liable in any way for any resulting damage.

## **2. Incident Handling service**

- The Incident Handling service will be offered only if the Customer has selected and paid for the Charging Station Management service for the Quotation Charging Station.
- For the Incident Handling service, a distinction should be made between incident handling at a Quotation Charging Station on alternating current (AC charging station) and a Quotation Charging Station on direct current (DC charging station). If the Customer opts for the Charging Station Management service and for as long as this Charging Station Management service is running, the Customer may automatically have access to the Incident Handling service for Quotation Charging Stations on alternating current (AC) in accordance with the provisions included in Articles 2, paragraph 3 to Article 2, paragraph 5. For Quotation Charging Stations on direct current (DC), the terms and price conditions will be included in the Quotation and the Customer must make their choice known to Q8.



- In emergencies such as unsafe situations due to, for example, smoke, fire or loose cables, Q8 will make the situation safe again within one (1) working day after the notification thereof. The recovery period is seven (7) working days from the notification of the incident.
- On-site interventions will be invoiced at the cost-plus rates available on the website as mentioned in the Quotation, while spare parts, if not covered by the warranty provided in Article 7, will be invoiced at unit price.
- The following elements fall outside the scope of Incident Handling:
  - all civil engineering work and finishing required by equipment replacement.

## **10. Duration and termination**

Unless otherwise provided for in the Quotation, a subscription to the Services is concluded for an indefinite period, and commences on the date on which the Charging Station is activated.

Either Party may terminate the Services at any time by giving prior written notice (sent by registered letter or email) of at least three (3) months. The aforementioned period of three (3) months will commence on the first day of the month following the month in which the notice was sent by one Party to the other Party.

After the termination of the Services, the Customer will no longer have access to the Platform and Q8 will no longer be able to offer the Services. Subsequent use of the Quotation Charging Station may require reactivation on a platform of another service provider. Q8 shall not be liable for any direct or indirect consequences or damage arising from any interruption of the Services following termination of the Services in accordance with this clause.

## **COMMON PROVISIONS**

### **11. Prices, invoicing and payment**

1. Price and invoicing in respect of the Quotation Charging Station and its installation
  - The unit price of the Quotation Charging Station is stated in the Quotation. The Recupel contribution of EUR 0.1210 incl. VAT is included in this price. The price for installation and/or commissioning (if required) of the Quotation Charging Station, and if applicable, the price of the accessories chosen by the Customer are also stated in the Quotation. Any increase in duties, taxes, recycling charges or other public order contributions will be borne by the Customer.
  - Invoices shall be payable within thirty (30) calendar days of the invoice date. The Customer may only pay by bank transfer.
2. Price and invoicing in respect of the Services
  - The price of the subscription for the Charging Station Management services taken out by the Customer is stated in the Quotation. In the event that the Charging Station Management service is activated in the middle of a month, the invoiced price for this month will be calculated on the basis of the number of days on which the Charging Station Management service was active during that month.
  - The subscription charge relating to the Charging Station Management service will be invoiced monthly for the following month and shall be payable within thirty (30) calendar days from the invoice date. The Customer may only pay by bank transfer.
  - The Incident Handling service for Quotation Charging Stations on alternating current (AC) will be invoiced per intervention at the price listed in Article 9.2, paragraph 5. The Incident Handling service for Quotation Charging Stations on direct current (DC) will be invoiced according to the terms and pricing conditions included in the Quotation.
3. Pricing and invoicing in respect of charging costs
  - The subscription charge relating to the Charging Station Management service does not include charging costs, which depend on the rate set on the Charging Stations used.
  - Any charging costs will be invoiced monthly (separately) to the Customer and/or, where applicable, to the End User and, unless otherwise agreed with the Customer, shall be payable within fourteen (14) calendar days from the invoice date. If charging takes place at a Public Charging Station, the applicable rates will be determined by the manager/owner of the Public Charging Station concerned. Q8 has no influence on the level or structure of these rates.

- In the event that Q8 and the Customer decide to pay the charging costs by monthly direct debit from the End User's bank account, the Customer and the End User must ensure at all times that the amounts due can be collected by direct debit from the relevant End User's bank account.
- If the Quotation Charging Station is configured as a Public Charging Station (cf. Article 9.1, paragraph 2, point 2, the amounts corresponding to the use of the Quotation Charging Station by third parties will be invoiced by Q8 to the third parties and credited monthly to the Customer (or to another entity designated by the Customer) through a self-billing procedure. The Customer agrees to this self-billing procedure.
- If the Quotation Charging Station at the premises of the End User (employee) is configured so that the charging costs are borne by the Customer (the employer) (cf. Article 9.1, paragraph 2 point 4, the End Users' charging costs will be invoiced to the Customer and credited by Q8 to the End Users concerned.

#### 4. Formalities – Disputes – Delays – Taxes

- Q8 will send invoices in PDF format by email to the Customer at the Customer's invoicing email address provided to Q8 by the Customer or, in the absence thereof, at the Customer's email address specified in the Quotation.

Both Q8 and the Customer declare that they will comply with the legal provisions applicable to electronic invoicing. Any non-electronic communication will be sent to the invoicing address specified in the Quotation. The Customer will inform Q8 of any change in the data mentioned above.

- Any invoice not disputed within twenty (20) days of being issued will be deemed to have been accepted by the Customer.
- For any unnecessary travel of an installer (e.g. if the Customer is not at the Delivery Address at the agreed time or if one or more of the conditions set out in Article 5.2 are not met), the Customer will be invoiced a flat-rate charge for unnecessary travel at the rates shown on the website as mentioned in the Special Terms and Conditions. Q8 shall reserve the right to charge a higher amount if the costs are higher. The cancellation or postponement of an appointment must take place at least two (2) working days before the scheduled appointment date. If the Customer notifies Q8 less than two (2) working days before the scheduled appointment date, they will be charged the flat-rate charge for unnecessary travel.
- If the Customer does not pay its invoice on time, i.e. within the payment period of thirty (30) calendar days, Q8 will send a reminder. If the Customer still fails to pay after this reminder, Q8 will send a notice of default. If the Customer has not paid the invoice fifteen (15) days after the notice of default, Q8 shall reserve the right to suspend the performance of the Contract, deactivate the account of the Customer and the associated End-users on the Platform and block the Customer from future installations until the invoice has been paid, as a result of which charging will temporarily no longer be possible at the Charging Stations and with the Charging Cards of the Customer and associated End-users under this account and no new installations will be carried out. Q8 shall be entitled to transfer its claim against the Customer to Q8. Q8 shall not be liable for any direct or indirect consequences or damage arising from such temporary deactivation. The costs of reminders and notices of default shall be borne by the Customer. In the event of non-payment, interest will be calculated automatically and without prior notice at the rate provided for by the Law of 2 August 2002 on combating late payments in commercial transactions, from the due date of the invoice. In addition, any invoice remaining unpaid on the due date will be automatically increased by 12%, with a minimum of (i) where applicable, EUR 40 for the Services and/or charging at the Public Charging Stations and (ii) EUR 150 for the purchase and, where applicable, the installation and commissioning of the Quotation Charging Station.
- Q8 shall reserve the right to make the execution of an Order subject to the prior payment of an advance. If the advance is not paid by the Customer, the Order may be terminated automatically and without notice on the grounds of default by the Customer. In the event of termination of the Contract on the grounds of default by the Customer, the advance paid or to be paid will be acquired by Q8, without prejudice to the right to additional compensation if the damage suffered by Q8 exceeds the amount of the advance.
- The prices set out in the Quotation do not include value-added tax or any Tax Charges. The Tax Charges will be borne by the Customer and will be shown separately on the invoice. Any change in the Tax Charges will be passed on to the Customer transparently.
- Q8 shall reserve the right to have invoicing and self-billing (in whole or in part) carried out by a third party.

- Invoices and self-billing invoices will be sent by email to the address communicated to Q8 by the Customer (or, in the case of End Users with an address other than the aforementioned, to the address communicated by the End Users), on a monthly basis. The invoice and self-billing invoices for the charging costs will be accompanied by a summary of the charging sessions and the corresponding costs.

## **12. Use of the Quotation Charging Station**

1. The Customer is expected to use the Quotation Charging Station and the accessories chosen in the Quotation in a responsible manner and only for the purpose for which they are intended, in accordance with the provisions and clarifications of the instructions for use and applicable regulations, e.g. regarding safety.
2. Any modification by the Customer to the Quotation Charging Station and, if applicable, to the accessories chosen by the Customer in the Quotation without Q8's prior written consent, will be at the Customer's risk. Q8 shall not be liable for any damage caused by the use of the Quotation Charging Station and the chosen accessories or any damage to the Quotation Charging Station or the chosen accessories resulting in the broadest sense from any such modification.

## **13. Liability**

1. The provisions of this article shall apply without prejudice to any mandatory legal provisions concerning product or other forms of liability that take precedence over them. Nothing in this Contract will release Q8 from liability for intentional actions or gross negligence on its part or on the part of its agents or representatives. The provisions of this article shall apply without prejudice to the provisions of Article 7 (Warranty).
2. Q8 shall only be liable for (i) material damage directly resulting from gross negligence on the part of Q8 or its agents (excluding indirect damage, consequential damage, undetectable defects, loss of production, loss of profit, and/or loss of income), and (ii) death or personal injury resulting from an act or omission on the part of Q8 or its agents. If Q8 is held contractually or extra-contractually liable, this liability shall be limited to EUR 100,000 per claim, with a maximum total of EUR 500,000 for all claims combined. Q8 shall not be liable for loss of profit, loss of income, loss of expected savings, loss of time, loss of income and any other indirect damage, for example in the event of loss of data and immaterial damage.
3. Q8 shall not be liable if the damage has been caused directly or indirectly, in whole or in part, by incorrect, negligent or improper use of the Quotation Charging Station, its accessories, the Platform, the Charging Card or the Services without any fault on the part of Q8. This shall apply to the use by the Customer or any other person of both hardware and software. For example, Q8 shall not under any circumstances be liable for damage arising from the use of an inappropriate cable (such as the use of an extension cable) or the charging of inappropriate equipment; or for any use not in accordance with the user instructions such as those relating to safety. Under no circumstances shall Q8 be liable for technical or computer problems, for data loss due to the technical limitations of the computer equipment or electronic means of communication chosen by the Customer, or due to the technical limitations of the technology as such, such as Wi-Fi or 3/4/5G signal. Q8 likewise shall not be liable in the event that the Quotation Charging Station becomes inaccessible due to a problem with access to the Platform or an interruption of the Platform for any reason.
4. Q8 shall also not be liable for any damage (to the Quotation Charging Station and/or, as the case may be, to the vehicles connected to it) relating to the poor quality of the power grid to which the Quotation Charging Station is connected (for example, in case of 'pollution' of the grid by the industrial processes undertaken on that grid). Q8 likewise shall not be liable if the Quotation Charging Station does not function (or does not function optimally) for certain electric vehicles in such a context. All costs relating to the resolution of such a situation (such as the installation of filters, isolation transformers, etc.), including any analysis of the quality of the power grid concerned, will be borne by the Customer and are not included in the Quotation, unless otherwise stated.
5. It shall be the Customer's responsibility to ascertain whether a permit is required for the installation of the Charging Station and to take the necessary steps to obtain such a permit.

6. It shall be the Customer's responsibility to (i) notify their fire insurance provider of the installation of the Quotation Charging Station at the Delivery Address and (ii) notify the grid operator of the Quotation Charging Station after installation.
7. The Customer alone shall be liable for any damage caused by inaccuracies or errors in the information, plans or specifications transmitted to Q8.
8. Claims by the Customer in connection with the Services transferred to 50five under the partial transfer in connection with Article 22.2 of these Special General Terms and Conditions and provided by 50five must be directed to Q8, regardless of whether the claim relates to 50five or Q8. Q8 shall be liable and responsible for the provision of the Services by 50five, subject to the provisions of this Article 13, with the restrictions contained in this article also applying to 50five.
9. For the avoidance of misunderstanding and within the limits of the law, the Parties agree that the reparation of damage caused by non-compliance with a contractual obligation by an auxiliary party (including all personnel, employees, directors, officers, agents, representatives, consultants, suppliers, (sub)contractors, successors and assignees of such contracting party) (i) may only take place on the basis of a contractual claim against that Party in accordance with the liability provisions of the present Agreement, (ii) does not entitle the Party suffering the damage to make a non-contractual claim against the Party causing the damage, and (iii) does not entitle that Party to bring a non-contractual claim against any auxiliary party of the Party causing the damage, even if the event giving rise to the damage also constitutes a wrongful action.

#### 14. Change of prices

1. Q8 shall be entitled to adjust the prices for the Services annually on 1 January in accordance with the following formula:

$$P_{\text{nieuw}} = P_{\text{oud}} * \left\{ 0.2 + \left[ 0.8 * \left( \frac{\text{Agoria}_{\text{nieuw}}}{\text{Agoria}_{\text{oud}}} \right) \right] \right\}$$

Where

'P<sub>new</sub>'= the new, index-adjusted price;

'P<sub>old</sub>'= the original price as agreed at the conclusion of the Contract or, if more recent, the latest index-adjusted price;

'Agoria<sub>new</sub>'= the Agoria Digital index as published by Agoria for December of the year preceding the new year. If this value is not yet available, the last available publication will be used; and

'Agoria<sub>old</sub>'= the Agoria Digital index at the time of conclusion of the agreement or, if more recent, at the time of the last price increase.

#### 15. Intellectual property

The Contract does not involve any transfer of intellectual property. All intellectual property rights protecting any product or service provided to the Customer in performance of this Contract (including all rights in respect of software, websites, documentation, plans, specifications, descriptions, calculations and photographs as well as rights to photographs, logos, designs, slogans or trademarks) shall remain the exclusive property of Q8 or its partners. The Customer only acquires a non-exclusive and non-transferable licence to use the delivered products according to their intended purpose or to make use of the services for the duration of the Contract.

Without prejudice to Article 17, the Customer accepts that Q8 may use the data provided by the Customer when using the services and the information to which they relate for the development of its products and services, which are then covered by Q8's property rights.

#### 16. Electronic communications

1. The Customer agrees that Q8 will, as far as possible, send all messages concerning its contract(s) by email. This means that the Customer will no longer receive these messages on paper by post. These messages may relate, inter alia, to the prices and/or contractual terms of the contract(s) and any changes thereto, the Customer's personal data and/or a relocation.
2. The Customer agrees that Q8 will, as far as possible, send its invoices and messages relating thereto exclusively by email. This means that the Customer will no longer receive its invoices and messages

relating thereto, including reminders, on paper by post, and that the electronic invoice is the only official invoice. The Customer itself shall be responsible for downloading and storing its invoices.

3. The Customer undertakes to read their emails regularly and ensure that the mailbox has sufficient capacity to receive Q8's emails. The Customer will ensure that emails from Q8 are not treated as spam. The Customer will immediately notify Q8 of any change to their email address. If Q8 determines that it is unable to send the emails to the Customer, it may unilaterally decide to redeliver these messages on paper by post. The Customer has the option to indicate at any time that they wish to receive these notices on paper by post in the future.

## **17. Protection of personal data**

In the context of providing the Services, Q8, as the data controller, processes certain personal data of the Customer and, where applicable, of the End User. In this context, Q8 undertakes to process such data in accordance with applicable personal data protection laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ('GDPR'), as well as national personal data protection laws, as in force and applicable, and as amended, supplemented or replaced from time to time. Annex 3 ('Data Processing Addendum') to the General Terms and Conditions describes how Q8 handles these data. That Addendum also applies to these Special General Terms and Conditions.

## **18. Force majeure**

1. Q8 shall not be liable for delays or deficiencies in the performance of the Contract resulting from circumstances beyond its control or unforeseen events that it could not have prevented (force majeure).
2. A force majeure event means any event or circumstance which prevents or restricts Q8 from meeting its obligations under this Contract which is beyond its reasonable control and which Q8 could not reasonably prevent or control. Force majeure includes the following cases to the extent they fall within the scope of the aforementioned definition of force majeure (non-exhaustive list): fire, earthquake, ice, hurricane, tornado, exceptionally heavy rain or snowfall or storms or any other natural disaster; acts of war or hostilities (declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, revolution, disturbance of law and order, insurrection, civil unrest, sabotage, terrorism or the threat of such acts; illness, accident, strike, labour disputes and similar events.

## **19. Bankruptcy**

The bankruptcy of either Party shall automatically terminate the Contract. The amounts owed by the bankrupt Party at the time of bankruptcy will be claimed immediately. Moreover, bankruptcy shall not affect the right of each Party to seek compensation from the bankrupt Party for damage suffered as a result of the termination of the Contract, in accordance with Article 20.

## **20. Dissolution**

Without prejudice to the provisions of the following paragraph, each Party shall have the right to terminate the Contract with immediate effect and without judicial intervention if the other Party fails to comply with an essential obligation under this Contract and fails to remedy the breach within a period of thirty (30) calendar days after receipt of a notice of default. Essential obligations include – although this list is not exhaustive – the payment obligations set out in Article 11, the lawful and authorised use of the Services, and compliance with the duty of confidentiality.

In the event of dissolution, the defaulting Party shall remain liable to the other Party for its payment obligations and the other Party shall retain the right to seek compensation.

## **21. Confidentiality**

The Customer and Q8 acknowledge the confidential nature of the provisions of this Contract as well as any information that is provided by the other Party in the context of the performance of this Contract that is expressly classified as confidential, or could reasonably be regarded as confidential. Such information may

not be disclosed to third parties without the consent of the other Party, other than to their insurers, insurance broker, advisers, consultants, subcontractors, financial institutions and affiliated companies of Q8 as stipulated in Article 1:20 of the Belgian Companies and Associations Code. Any parties who take over this Contract or who work as subcontractors for Q8 in accordance with Article 22 and the Q8 Partners and End Users shall not be considered to be third parties for the purposes of this article (with the proviso that they must therefore also comply with the duty of confidentiality). Each Party shall remain liable for any breach of this duty of confidentiality. This article shall continue to apply for a period of five (5) years from the end of the Contract.

## **22. Other conditions**

1. The Customer may not assign this Contract to a third party without the prior written consent of Q8.
2. The Customer expressly agrees that the portion of Q8's rights and obligations with respect to the Customer under the Charging Infrastructure Contract, including invoicing and collection with respect to the associated payment obligation to Q8, will be transferred to 50five.

The following rights and obligations will be transferred:

- Q8's obligations and corresponding claims against the Customer for the Services; and
- the right to invoice and collect payments relating thereto in its own name and at its own risk (which will therefore not subsequently be collected by Q8).

The transfer referred to herein involves a partial transfer of claims as referred to in Article 5:174 of the Belgian Civil Code and a partial assumption of debts as referred to in Article 5:187 of the Belgian Civil Code from Q8 to LMS, for which a separate agreement has been concluded between Q8 and 50five, and to which the Customer hereby consents. The Customer is hereby notified of the partial transfer.

Therefore, in the context of the performance of its role in connection with the partial transfer of rights and obligations from Q8 to 50five, 50five shall be authorised by the Customer to collect payments from them by means of a direct debit, if this payment method applies to this Contract.

This partial transfer will have no further effect on the other terms of the Services provided by Q8 to the Customer under this Contract. Any payment terms, warranties and other provisions in the Quotation and the Special General Terms and Conditions that may apply to this partial transfer will not change as a result and will remain expressly applicable regardless of the partial transfer.

The partial transfer shall take place only to the extent set out above and will in no case include any entity other than 50five. In other respects, the Contract shall remain in force between Q8 and the Customer.

3. 50five shall also be entitled to transfer any claims it has under the Contract back to Q8 (e.g. in the event of unpaid invoices).
4. Q8 shall be entitled to have the object of the Contract performed by one or more third parties of its choice.
5. Any dispute under this Contract will be finally settled by the courts of Antwerp. This Contract is governed by Belgian law.
6. The invalidity of any provision of this Contract shall not result in the invalidity of the entire Contract, but only of the invalid provision. The invalid provision will be replaced by a valid provision reflecting the intention of both Parties. The two Parties will negotiate in good faith to this end.