

CHARGEMAP BUSINESS

General Terms of Service

Version 3.06 in force from 02/11/2023

These *general terms of service* (hereinafter "**GTS**") define all the general terms and conditions applicable to the services which CHARGEMAP, a simplified joint-stock company (*société par actions simplifiée*) with a capital of €52,850, registered with the STRASBOURG Trade and Companies Register under number 809 844 731, whose registered office is located at 7, Allée Cérés – 67200 STRASBOURG, France, as "Opérateur de mobilité" (Mobility Operator) within the meaning of Article 2 14° of Decree No. 2017-26 of 12 January 2017 (hereinafter "**CHARGEMAP**") offers to each of its business customers (hereinafter the "**Customer**") the CHARGEMAP BUSINESS offer consisting of the provision of services dedicated to managing the charging of Electric Vehicles for professional use (services hereinafter referred to collectively as the "**Services**" and individually a "**Service**"). The Services are accessible via an online IT platform that can be operated via browser software at the following address: app.chargemap-business.com (hereinafter referred to as the "**Platform**");

ARTICLE 1 - SCOPE AND ACCEPTANCE

AI. 01. The GTS are, where applicable, supplemented by the specific terms of service issued by CHARGEMAP and comprising each amendment, appendix, order form, subscription form, specification, price list or estimate detailing an offer resulting from these GTS (hereinafter "**STS**" or "**Specific Terms of Service**").

AI. 02. The GTS and STS are hereinafter referred to together as: "**ToS**" or "**Terms of Service**". In accordance with Article L 441-1 of the French Commercial Code, the ToS constitute the sole basis of the commercial relationship between the Parties.

AI. 03. The ToS apply, without restriction or reservation, to each Service provided by CHARGEMAP to Customers of the same category, regardless of any clauses that may appear in the Customer's documents, and in particular its general conditions of purchase.

AI. 04. In accordance with the regulations in force, the ToS are systematically communicated to any Customer (excluding wholesalers) who requests them, to enable them to place an order with CHARGEMAP. They are also communicated to any Customer prior to the conclusion of a single agreement as referred to in Articles L 441-3 et seq. of the French Commercial Code, within the legal deadlines.

AI. 05. If the terms of the GTS contradict those of the STS, the latter shall prevail, the provisions of the GTS shall apply for the rest. In the event of a contradiction between documents within the STS, the most recently drafted shall prevail; the remaining provisions of the STS and of the GTS shall apply for the rest.

AI. 06. The transmission to CHARGEMAP of a duly completed and signed subscription form implies full, unconditional and unreserved acceptance of the GTS by the Customer, as well as of the current prices and waiver of the application of third-party conditions relating to the same subject; in particular, but not limited to: the Customer's own general terms and conditions of purchase, which will be unenforceable against CHARGEMAP, even if it was aware of them.

AI. 07. Any order for Service(s) and/or Resource(s) implies, on the part of the Customer, the prior and unreserved acceptance of these GTS and the related STS.

AI. 08. The information contained in CHARGEMAP's catalogues, brochures and price lists is given for information only and may be revised at any time.

AI. 09. CHARGEMAP is entitled to make any changes it deems necessary.

AI. 10. In accordance with the regulations in force, CHARGEMAP reserves the right to derogate from certain clauses of the ToS, depending on the negotiations carried out with the Customer, by drawing up special conditions.

AI. 11. CHARGEMAP may also draw up general terms of service for certain service categories, which derogate from these ToS, depending on the type of Customer in question, determined on the basis of

objective criteria. In this case, the general terms of service for certain service categories shall apply to all Customers meeting these criteria.

Electronic signature

AI. 12. In accordance with Articles 1366 and 1367 of the French Civil Code, the GTS and/or each document incorporated into the STS may be signed electronically by the authorised representatives of the Parties hereto.

AI. 13. The Parties acknowledge and agree that the electronic signature via DocuSign, as it is compliant with European Union Regulation (EU) 910/2014 on eIDAS, may be used for the signature of the GTS and each document of the STS. Where applicable, each Party acknowledges that it has received all the information required for the electronic signature of the document concerned and that it signs it electronically with full knowledge of the technology used and its terms, and consequently waives any claim and/or legal action calling into question the reliability of this electronic signature system and/or its intention to commit itself.

AI. 14. Furthermore, in accordance with the provisions of Article 1375 of the French Civil Code, the obligation to deliver an original copy to each of the Parties hereto is not necessary as proof of the commitments and obligations of each Party. The delivery of an electronic copy of the document concerned, directly by DocuSign to each Party, constitutes sufficient and irrefutable proof of the commitments and obligations of each Party.

ARTICLE 2 - TERM, EFFECTIVE DATE AND TERMINATION

TERM

AI. 01. Acceptance of the GTS in accordance with Article 1 commits the Parties from the date of signature of the Subscription Form by the Customer and for an indefinite period. This commitment may be terminated by either Party by sending a registered letter with acknowledgement of receipt to the other Party no later than three (3) months before the next Anniversary Date (see Article 7 AI. 05); the termination will then take effect on said Anniversary Date.

AI. 02. The commitment of the Parties may be subject to an initial fixed period mentioned in the Subscription Form, during which the Parties suspend their right to terminate except in the event of fault committed by the other Party (Article 15), disagreement over a price change (Article 8 AI. 06) or modification/removal of substantial functionality(ies) of the Services or the Platform (Article 10 AI. 20). At the end of this period, the commitment of the Parties continues for an indefinite period during which their right to terminate is reinstated in accordance with AI. 01 above.

AI. 03. Effective date

The commitment of the Parties will take effect from the Service Start Date (Article 7 AI. 04).

AI. 04. Termination

Termination of the Customer's commitment for any reason whatsoever automatically entails as of right:

- the immediate deactivation and termination of all Licences, Chargemap Business Badges and the Customer's subscription;
- the immediate payment of all outstanding sums and all other invoices, even if not yet due; the reimbursement of all Employee Home Recharges for the current month will be calculated as at the date of receipt of the notice of termination then processed and invoiced normally.

ARTICLE 3 - VERSION OF THE TERMS OF SERVICE

AI. 01. CHARGEMAP reserves the right to change the ToS at any time and without notice. The latest version of the GTS is available at the following Internet address: <https://chargemap-business.com/en/general-terms-of-service>. **Erreur ! Référence de lien hypertexte non valide.**

AI. 02. The Customer, who shall keep a copy of this document, acknowledges and agrees that unless otherwise agreed between the Parties, only the latest version of the GTS in force at the time of the event or act for which it is invoked will be applicable for the settlement thereof. The Customer's acceptance of the new terms is evidenced and deemed perfect by their use of CHARGEMAP's Services after their entry into force, subject to their being made available online at the

address mentioned in AI. 01. The *Customer* is therefore invited to regularly consult the latest version of the *ToS*.

ARTICLE 4 - DEFINITIONS

Unless otherwise expressly stipulated, the following capitalised terms and expressions shall have the meanings given to them below, each of which may be used in the singular and in the plural:

Affiliate: means any company, person or entity, whatever its legal nature, which (i) exercises direct or indirect control over a *Party* to the *GTS*, (ii) is under the direct or indirect control of that *Party* or (iii) over which a company, person or entity referred to in (i) exercises direct or indirect control. The term "control" has the meaning currently given to it under Article L.233-3 of the French Commercial Code.

Mobile Application: means either the Android or iOS application, both of which are designed and operated by *CHARGEMAP* and which enable *Employees* to access information and services relating to *Recharges*. In particular, it allows them to locate *Roaming Charging Stations* and consult the current rates for *Recharges*.

Badge: means a radio identification device (e.g. RFID) issued by *CHARGEMAP*, allowing *Recharge* at *Compatible Charging Stations*. This device may be physical or dematerialised in the *Mobile Application*. A *Badge* can be either a *Chargemap Business Badge* or a *Chargemap Pass Badge*. Each *Badge* is and remains the property of *CHARGEMAP*, even after it has been provided to the *Customer*.

Chargemap Business Badge: means a *Badge* attached to the *Customer*, used by *Employees* and whose use is subject to the *ToS*.

Chargemap Pass Badge: means a *Badge* attached to an *Employee* or a third party by a third party agreement between them and *CHARGEMAP*.

Charging Station: means any functional electronic infrastructure for the electrical recharging of *Electric Vehicles*, operating as a computer terminal, established at a fixed location and equipped with one or more *Charging Point(s)*.

Compatible Charging Station: means a *Charging Station* whose use is subject to prior authentication using a *Badge*.

Roaming Charging Station: means a *Compatible Charging Station* operated by a *Partner Operator*.

Private Charging Station: means a private *Charging Station* of the *Customer* or an *Employee*.

Supervised Charging Station: means a *Private Charging Station* made operable by the *Platform* and attached to the *Customer* in order to benefit from *Supervision Services* and options.

Business Unit: means a management entity defined and detailed by the *Fleet Manager* via the *Platform* for the *Customer's* own management needs. For the avoidance of doubt, the *Business Units* are not full parties to the *ToS*.

Map of recharge rates: means the map showing the location of *Compatible Charging stations*, which can be accessed by web browser via <https://chargemap.com/map> after registration and identification and showing the *Roaming Recharge* rates.

Employees: means the *Customer's* employees using the *Services* or affected by the *Services*.

Connectivity: means a telecommunications *Service* from which a *Supervised Charging Station* benefits so as to allow its connection to the *Platform*.

Fleet Manager: means an employee of the *Customer* to whom it has entrusted extended management power over the parameters and order/termination of *Services* on the *Platform*. For the avoidance of doubt, the *Fleet Manager* is not a full party to the *ToS*.

Confidential Information: any information, document, data or concept, the nature, purpose, conditions of disclosure or context of disclosure of which reasonably reflects its confidential nature for a *Party* and of which the other *Party* may become aware during the execution of the *ToS*.

Licence: means a unitary right of access to specific services subscribed to by the *Customer* for a *Resource*. Ordering a *Licence* automatically entails taking out a subscription.

Partner Operator: means an "*Opérateur d'infrastructure de recharge*" (*charging infrastructure operator*) (within the meaning of Article 2 13° of Decree No. 2017-26 of 12 January 2017) that operates one or more *Roaming Charging Stations* and with which *CHARGEMAP* has entered into a roaming agreement.

Personnel: means the associates, directors, consultants, employees and agents of each of the *Parties*.

Charging Point: means a physical device for delivering electricity to a *Charging Station*, enabling one *Electric Vehicle* to be *Recharged* at a time.

Recharge: refers to the full or partial electric charging of an *Electric Vehicle*, using a *Badge*.

Roaming Recharge: refers to a *Recharge* carried out at a *Roaming Charging Station* using a *Chargemap Business Badge* attached to a *Roaming Recharge Licence*.

Private Recharge: refers to a *Recharge* carried out using a *Supervised Charging Station*.

Employee Home Recharge: means a *Private Recharge* carried out using a *Chargemap Business Badge* via a *Supervised Charging Station* installed at an *Employee's* home and for which the *Customer* entrusts *CHARGEMAP* with the task of reimbursing said *Employee* all or part of the corresponding *Recharge* costs.

Customer Private Charging Station Recharge: means a *Private Recharge* carried out using a *Chargemap Pass Badge* via a *Customer Supervised Charging Station*. Electricity recharging carried out using a *Customer Private Charging Station* with a third-party identification device may be authorised by the *Customer* as part of a *Compatible Use* in accordance with Article 12 .

Resource: means an item for which the *Customer* wishes to activate specific services, such as a *Badge* or a *Charging Point*.

Supervision: means the possibility for *CHARGEMAP* and the *Customer* to obtain information on the use of *Supervised Charging Stations* from the *Platform* and to provide/benefit from the associated *Services*. *Supervision* can be either *Classic Supervision* or *Pro Supervision*.

Classic Supervision: means *Supervision* of *Private Recharges* for the *Customer's* *Electric Vehicles* via the *Chargemap Business Badge*.

Pro Supervision: means *Supervision* of *Customer Private Charging Station Recharges*, for which *CHARGEMAP* transfers to the *Customer* all or part of the payments for the corresponding *Recharges*.

Electric Vehicle: means any motor vehicle exclusively or potentially powered by electricity (such as hybrid vehicles).

ARTICLE 5 - DESCRIPTION OF SERVICES

AI. 01. *CHARGEMAP* offers the *Customer*:

- *Roaming Recharge Licences* for *Employees* via *Chargemap Business Badge*;
- *Classic Supervision Licences* and optional *Employee Home Recharge Supervision* services;
- *Pro Supervision Licences*;
- *Connectivity Licences*;
- *Chargemap Business Badges*;
- access and rights of use on the *Platform* to subscribe to, consult and manage the aforementioned *Services*.

It is specified that *CHARGEMAP* does not directly operate *Compatible Charging Stations* and does not directly deliver electricity recharging, but provides the *Services* necessary for the use of these stations for this purpose.

ARTICLE 6 - ORDERS

AI. 01. The provision of *Services* is only taken into account once the corresponding order has been validated by the *Customer* on the *Platform*.

AI. 02. *CHARGEMAP* offers electronic means of ordering (including acceptance and confirmation) enabling *Customers* to subscribe to *Services* as quickly and conveniently as possible.

AI. 03. For orders placed exclusively on the Internet, an order is registered on the *Platform* when the *Customer* accepts the *ToS* by

ticking the appropriate box and validates their order. The *Customer* has the opportunity to check the details of their order and its total price and to correct any errors before confirming their acceptance (Article 1127-2 of the French Civil Code). This validation implies acceptance of all the *ToS* and constitutes proof of the *Customer's* contractual commitment.

AI. 04. The acceptance of each order is confirmed by an email sent to the address of the *Business Unit* concerned and to the *Fleet Manager*.

AI. 05. An order involving a particularly large volume of *Licences* and/or *Resources* may be subject to additional checks before being taken into account.

AI. 06. In principle, each order is firm and final; any request for modification by the *Customer* is subject to *CHARGEMAP's* prior and discretionary acceptance, confirmed by email.

AI. 07. The financial conditions of the *Services* are detailed in Article 8 .

Ordering Badges

AI. 08. Although *Chargemap Pass Badges* can be used in connection with certain *Services* and are necessary for the operation of the *Pro Supervision Service*, the *CHARGEMAP BUSINESS* offer only offers the subscription of *Chargemap Business Badges*, which are necessary to benefit from the *Recharge* and *Classic Supervision Services* and can be ordered on the *Platform* according to the *CHARGEMAP* price list.

AI. 09. The *CHARGEMAP PASS* offer and *Chargemap Pass Badges* can be ordered on the website: <https://chargemap.com/>.

Employee Home Recharge

AI. 10. *Employee Home Recharge Service* comes into effect subject to the prior conclusion of a specific agreement between the *Customer*, each *Employee* concerned and *CHARGEMAP*.

ARTICLE 7 - SUBSCRIPTION

AI. 01. Use of the *Roaming Recharge*, *Supervision* and *Connectivity Services* is subject to an annual subscription, the amount of which is calculated according to the number and type of the *Customer's Active Licences*.

AI. 02. The subscription does not include any costs resulting from the use of the *Recharge Service* (for example, but not limited to: the costs of electricity recharging, parking, etc.)

AI. 03. The subscription is invoiced annually, from date to date and in advance.

AI. 04. The first subscription period will begin on the *date of signature of the Subscription Form by the Customer* (hereinafter referred to as the "**Service Start Date**").

AI. 05. The day and month of the *Service Start Date* are hereinafter referred to as the "**Anniversary Date**".

AI. 06. The subscription is renewable and billed automatically for a period of one year by tacit renewal on each *Anniversary Date*, unless terminated in accordance with Article 2 . All of the *Customer's Active Licences* are thus automatically renewed for one year on the same date.

AI. 07. When renewing, only *Licences* that are *Active* on the *Anniversary Date* of the current calendar year are taken into account when calculating the subscription price. Conversely, *Licences* that are *Inactive* on the *Anniversary Date* of the current calendar year are automatically terminated.

AI. 08. Each order for additional *Licence(s)* will result in the immediate billing of the first subscription period, *prorated* from the date of the order until the next *Anniversary Date*.

AI. 09. Unless otherwise agreed, the applicable *ToS* will be those in force at the time of any subscription of an order, then those in force on the date of renewal, for all *Active Licences* in service at the time of the new order or renewal.

AI. 10. An **Active Licence** is a *Licence* that has been subscribed to then attached to a *Resource* on the *Platform*. An **Inactive Licence** is a *Licence* which has been subscribed to but which is not or is no longer attached to a *Resource* on the *Platform*.

AI. 11. The *Customer* can convert an *Active Licence* into an *Inactive Licence* and vice versa at any time from the *Platform*; these operations are respectively referred to as **Deactivation** and **Activation**. The *Customer* can also reassign a *Licence* subscribed to another *Resource*. *Activation* of a *Licence* makes its *Services* available ; *Deactivation* suspends them. The simple *Deactivation* of a *Licence* does not terminate it.

AI. 12. **Deactivation** or termination of a *Licence* or subscription does not give entitlement to any form of refund, credit note, compensation or indemnity; any annual period started is due in full regardless of the actual use of the *Licence*.

ARTICLE 8 - PRICES

I - Service rates

AI. 01. The *Services* are provided at *CHARGEMAP's* rates in force on the day the order is placed, according to *CHARGEMAP's* price list or according to the order form previously drawn up by *CHARGEMAP* and accepted by the *Customer*, as indicated in Article 6 above. *CHARGEMAP's* price list is available before any order is placed, and may be revised by *CHARGEMAP* in accordance with AI. 05 below.

AI. 02. Access to and rights to use (i) the *Platform* to subscribe to, consult and manage the *Services* and (ii) the *Chargemap Business API* are included in the price of the *Services* and are not subject to any additional billing.

AI. 03. Tariffed *Services* include:

- each *Roaming Recharge Licence*,
- each *Classic Supervision* and *Employee Home Recharge Supervision Licence*,
- each *Pro Supervision Licence*,
- each *Connectivity Licence*,
- each order of *Chargemap Business Badge(s)*,

AI. 04. With the exception of the *Chargemap Business Badge(s)*, which are subject to a unit price per order, the above-mentioned *Services* are subject to an annual subscription price in accordance with Article 7 above.

AI. 05. The prices of *Services* may change during the commitment period, particularly in the event of improvements to the *Services* or the addition of new functionalities to the *Services*. In this case, the *Customer* will be notified at least one month in advance (by email) and it will be deemed to have accepted the new rates if it continues to use the *Services* after the date on which the new rates come into force.

AI. 06. In the event of disagreement with the new rates for the *Services*, the *Customer* will have an option for thirty (30) days following receipt of the rate notification to terminate its commitment to the *ToS* by registered letter with acknowledgement of receipt; the termination will take effect fifteen (15) days from the end of the month in which the notification is received; in the meantime, the old rates will be maintained.

AI. 07. The prices of the *Services* are net and exclusive of tax.

AI. 08. Invoices for *Services* included in the subscription are issued in accordance with Article 7 , those not included in the subscription are issued on the order date.

AI. 09. The conditions for determining the cost of *Services* for which the price cannot be known beforehand or indicated accurately, as well as the method of calculating the price enabling it to be verified, will be communicated to the *Customer* or will be the subject of a detailed quote, at the *Customer's* request in accordance with the provisions of Article L 441-1-III of the French Commercial Code.

II - Cost of Roaming Recharges and Partner Operator rates

AI. 10. The price of the *Roaming Recharge Licence* is separate from the *Roaming Recharge* costs; these costs depend in particular on the *price determination method*, *pricing rate* or *pricing amount applied by each Partner Operator* and *CHARGEMAP's* service costs for a *Roaming Recharge* that uses their charging infrastructure (for example, but not limited to: electrical energy delivered, parking costs, etc.). Each of these charges is referred to as the: "**Operator Rate**".

AI. 11. Each *Charging Point* of a *Roaming Charging Station* is therefore likely to have a different *Operator Rate* that varies over time.

AI. 12. Given their variability and the diversity of the *Partner Operators* on which they depend, **Operator Rates are subject to frequent changes without notice.** They can be consulted exclusively via the *Mobile Application* and via the *Map of recharge rates* and take precedence over any other rate, including any rate that may be displayed on the *Charging Station* and/or in its vicinity, and are authoritative with regard to the costs of *Roaming Recharges*.

The Customer is required to systematically refer to these Operator Rates in accordance with the aforementioned procedures and to train its Employees to systematically consult them shortly before each Roaming Recharge.

AI. 13. The *Operator Rate* applied and billed to the *Customer* by CHARGEMAP is the one in force for the *Charging Point* of the *Roaming Charging Station* concerned at the start of the *Roaming Recharge*.

AI. 14. Except in the event of fault or failure directly attributable to CHARGEMAP, the *Customer* is required to pay CHARGEMAP for all *Roaming Recharges*, whether or not authorised by the *Customer* or its *Employees*. The *Customer* is therefore encouraged to make its *Employees* aware of (i) the consequences of theft or loss of a *Badge*, (ii) the importance of notifying the *Customer* of such events without delay, (iii) the possibility for the *Customer* and the *Fleet Manager* to deactivate each *Chargemap Business Badge* at any time from the *Platform* and (iv) the same possibility offered to any *Employee* from their *Linked Mobile Application*.

AI. 15. *Roaming Recharges* are billed to the *Customer* at the beginning of the calendar month after they are carried out; however, they may be billed at a later date, exceptionally, when CHARGEMAP is still waiting for the information necessary to establish said billing and still to be transmitted by a *Partner Operator*.

III - Private Recharge rates

AI. 16. The *ToS* are not intended to govern **any rates applicable to Customer Private Charging Stations**, which is the *Customer's* personal responsibility.

IV - Reimbursement of Employee Home Recharges

AI. 17. Via *Supervision*, CHARGEMAP is informed of the parameters of each *Employee Home Recharge* and will invoice the *Customer* for each *Recharge* at the beginning of the calendar month after it is carried out, (i) in accordance with the *Customer's* reimbursement policy in force at the date of the *Recharge* and (ii) the price schedule.

AI. 18. The benefit of this *Employee Home Recharge Service* is conditional on:

- (a) the prior conclusion of a specific agreement between the *Customer*, each *Employee* concerned and CHARGEMAP
- (b) the prior definition of a refund policy, entered by the *Fleet Manager* in the corresponding fields on the *Platform*. This involves indicating the amount(s) reimbursed to each *Employee* concerned per kilowatt-hour of consumption;
- (c) the prior provision to CHARGEMAP of the bank details of each *Employee* to be reimbursed, either by the *Fleet Manager* via the *Platform*, or by the *Employee* via their *Linked Mobile Application*.

AI. 19. The refund policy may be modified by the *Customer's Fleet Manager* at any time via the *Platform*.

AI. 20. CHARGEMAP does not check or verify the refund policy and accepts no responsibility for: (i) its definition or modification by the *Customer* or its *Fleet Manager* or (ii) its application in view of reimbursing an *Employee*.

AI. 21. The subsequent reimbursement of *Employees* will take place on the fifteenth (15th) day of the month following full payment of the corresponding invoice by the *Customer* and in accordance with the provisions of the agreement referred to in Article 8 AI. 18(a).

V - Recharging at Customer Private Charging Stations

AI. 22. Via *Pro Supervision*, CHARGEMAP is informed of the parameters of each *Customer Private Charging Station Recharge* and will invoice the costs to the third party holder of the *Chargemap Pass Badge* concerned at the beginning of the calendar month after it is

carried out. CHARGEMAP will then reimburse the *Customer* the amounts thus obtained in accordance with the price schedule.

AI. 23. The benefit of this *Customer Private Charging Station Recharge Services* is conditional on:

- (a) **the guarantee given by the Customer** that the *Customer Private Charging Station Recharge* corresponds to its resale rate determined on the *Platform* and remains available to users at all times; for example, but not limited to: by physical display, delivery to users against receipt, visible and explicit presence of a hyperlink or optical/radio code affixed to the charging station and allowing the rates to be consulted;
- (b) the use of the *Chargemap Pass Badge* to carry out one or more *Customer Private Charging Station Recharge(s)*;
- (c) prior provision to CHARGEMAP of the *Customer's* bank details.

AI. 24. The *Customer* will be reimbursed in accordance with the price schedule and after:

- o full and undisputed payment of the corresponding invoice(s) by the *Chargemap Pass Badge* subscribers concerned;
- o request by *Chargemap* for an invoice from the *Customer* followed by the establishment and transmission of the corresponding invoice to *Chargemap* by the *Customer*.

AI. 25. The *Supervision Services* are not incompatible with the use of *third-party identification devices*, in particular to enable the use of the *Customer's electricity charging points* (hereinafter referred to as: "**Compatible Use**"). These devices can also be entered on the *Platform* to enable their recognition. However, it is specified that, with the exception of its obligations relating to the processing of personal data, CHARGEMAP assumes no obligation or liability with regard to *Compatible Uses*.

ARTICLE 9 - PAYMENT CONDITIONS

AI. 01. Invoicing

Each invoice is sent in a dematerialised version to the *Customer's* email address as entered on the *Platform* and according to the billing period concerned in Article 8 .

AI. 02. Payment deadlines

Once the corresponding invoice has been issued, payment (i) for each *Service* ordered and/or renewed and (ii) for the cost of *Roaming Recharges* becomes due, at the time defined in the *Subscription Form* or, in the absence of specific definitions: on receipt of the invoice.

AI. 03. Payment terms

Each payment due is paid by the *Customer* in accordance with the payment terms defined in the *Subscription Form* or, in the absence of specific definitions, by direct debit set up by the *Customer* via the *Platform*. Each invoice is payable in full in a single instalment.

Late payment

AI. 04. In the event of refusal to debit the amount of an invoice and/or late payment of an amount due by the *Customer* beyond the due date, CHARGEMAP will automatically be owed late payment penalties, without any formality or prior formal notice.

AI. 05. In the event of non-compliance with the payment conditions set out above, CHARGEMAP also reserves the right to suspend the provision of all or part of the *Services* ordered by the *Customer*, to suspend the performance of its obligations and to cancel any discounts granted to the *Customer*.

AI. 06. Late payment will result in the immediate and automatic payment of all sums due to CHARGEMAP by the *Customer*, without prejudice to any other action that CHARGEMAP may be entitled to take against the *Customer* in this respect.

Late payment penalties

AI. 07. Late payment penalties will be calculated at a rate equal to three (3) times the legal interest rate on the amount including VAT appearing on the invoice. The *Customer* will also be liable for the fixed indemnity per unpaid invoice for collection costs provided for in II of Article L. 441-10 and D441-5 of the French Commercial Code, set at 40 euros. This

is without prejudice to any other course of action or to any legal interest due or any other sum due or to be due.

To avoid any misinterpretation, the penalty calculation formula is: Late payment penalties = (rate x amount incl. VAT) x (number of days late / 365).

AI. 08. No set-off

Unless there is an express, prior and written agreement between the *Parties*, and provided that the reciprocal debts and claims are certain, liquid and due, no set-off may be validly carried out by either *Party* between any penalties for delay in the provision of the *Services* ordered or non-compliance with the order, on the one hand, and the sums owed by the other *Party* in respect of the subscription to said *Services*, on the other hand.

TERMS OF PROVISION AND USE OF SERVICES

ARTICLE 10 - TERMS OF PROVISION OF SERVICES

AI. 01. With the exception of:

- orders for *Chargemap Business Badges* which have to be issued and shipped,
- *Services* that require *Connectivity* to be set up beforehand and which will only become available once it has been set up,

the provision of the *Services* requested by the *Customer* will begin on the date on which they are ordered.

AI. 02. This is not a strict deadline but an indicative deadline and CHARGEMAP cannot be held liable to the *Customer* in the event of a delay in the provision of *Services* not exceeding 30 working days. In the event of a delay of more than 60 working days, the *Customer* may request termination of the subscription. The unused subscription already paid for will then be reimbursed by CHARGEMAP.

AI. 03. CHARGEMAP cannot be held responsible for the loss of a parcel in transit or for the indication/provision of incorrect data by the *Customer* or its *Personnel* which prevented the timely delivery of the *Chargemap Business Badge(s)*.

AI. 04. CHARGEMAP cannot be held liable in the event of delay or suspension of the provision of the service attributable to the *Customer*, its *Personnel*, or in the event of force majeure.

I - Chargemap Business API

CHARGEMAP provides the *Customer* with a programming interface (referred to as the "**Chargemap Business API**"), which can be used to transmit information relating to purchases of *Chargemap Business Badges*, subscriptions to *Licences*; *Recharges* and *Electric Vehicles*; *Employees* and *Cost Centres* entered on the *Platform*.

II - Delivery of Badges

AI. 05. CHARGEMAP undertakes to deliver the *Chargemap Business Badge(s)* ordered via the *Platform* to the postal address of the *Business Unit* designated when the order was placed.

AI. 06. The letter accompanying the parcels will bear the words "badges" and for each *Badge* delivered, its identification reference as well as the reference of the *Customer* and its *Business Unit*.

III - Connectivity

AI. 07. Setting up the *Connectivity Service* implies connecting the relevant *Charging Stations* to the internet network. To this end, CHARGEMAP recommends installing a SIM card in the *Charging Station* so that it can telecommunicate via GSM network, rather than a wired or local wireless connection.

AI. 08. In the event that the *Customer* chooses to connect or have connected to the internet network one or more *Charging Stations* by a means of communication other than that recommended in the previous paragraph, the *Customer* waives in advance the right to hold CHARGEMAP liable for any malfunction or unavailability of the *Services* provided by CHARGEMAP in relation to each charging station concerned, including but not limited to any disconnection, abnormal latency, or data loss.

IV - Support

AI. 09. CHARGEMAP undertakes to provide technical assistance and support for the *Services* under the best conditions of quality and speed, in accordance with customary practice.

AI. 10. The assistance referred to in the previous paragraph does not concern the products and services of third parties; when it concerns a *Roaming Charging Station* or a *Roaming Recharge*, it may be subject to more restrictive deadlines or procedures depending on CHARGEMAP's commitments with the *Partner Operator* concerned; if applicable, the *Customer* will be informed.

AI. 11. Requests for help/support or complaints from the *Customer*, or from its *Fleet Manager*, may be sent every working day between 09:00 a.m. and 12:00 p.m. and from 2:00 p.m. to 5:00 p.m. (CET):

- by email: support-business@chargemap.com;
- by post to the following address: CHARGEMAP - 7 allée Cérés - 67200 STRASBOURG - France;

AI. 12. Requests for help/support from *Employees* can be made 24/7 by telephone to the telephone number or to the email address on the back of each *Chargemap Business Badge*.

V - Compliance and claims

AI. 13. In the absence of reservations or claims expressly made by the *Customer* upon receipt of the *Services*, they will be deemed to comply with the order, in quantity and quality.

AI. 14. The *Customer* will have a period of fifteen (15) working days to report any incident relating to a *Service*. This period is extended to twenty (20) working days when the *Service* concerns the use of a *Roaming Charging Station* or a *Roaming Recharge*. In all cases, CHARGEMAP may request the transmission of a written version of the report or claims, with all supporting documents, within five (5) working days.

AI. 15. CHARGEMAP is not obliged to process any claim that does not comply with the deadlines and/or formalities set out in the previous paragraph.

AI. 16. If, in accordance with AI. 14 above, the *Customer's* written claim and/or supporting documents are requested by CHARGEMAP, the obvious inadequacy of these documents must be remedied by the *Customer* within five (5) working days of notification of the inadequacy, failing which the *Customer* will be deemed to have waived its claim; this is without prejudice to any subsequent legal action.

AI. 17. In the event that a lack of conformity has been duly proven by the *Customer*, CHARGEMAP will reimburse the *Customer* or remedy the non-conformity, insofar as possible, as quickly as possible and at its own expense, according to the appropriate procedure approved by the *Customer*.

VI - Specific orders

AI. 18. In the event of a specific request from the *Customer* concerning *Service* provision conditions, duly accepted in writing by CHARGEMAP, the related costs will be subject to specific additional invoicing, on the basis of an estimate previously accepted by the *Customer*.

VII - Developments

AI. 19. CHARGEMAP is continually improving the quality of its services and reserves the right to add, modify or remove functionalities of the *Services* or *Platform* without notice.

AI. 20. The modification or deletion of substantial functionality(ies) of the *Services* or of the *Platform* gives the *Customer* the option, within thirty (30) days of the modification/deletion of the functionality(ies), to terminate its commitment to the *ToS* by registered letter with acknowledgement of receipt. The termination will take effect fifteen (15) days after the end of the month in which the notification is received.

AI. 21. Any request to add additional custom functionalities will be subject to prior review by CHARGEMAP with no guarantee of implementation.

VIII - Recharge history

AI. 22. The history of *Recharges* is available on the *Platform*.

IX - Mobile Application

AI. 23. The *Mobile Application* can be downloaded free of charge from a compatible smartphone via the *App Store* or *Google Play* platform.

X - Statistical data

AI. 24. The statistical data provided by the *Services* is for information purposes only.

ARTICLE 11 - TERMS OF USE OF SERVICES

AI. 01. The *Customer* will be responsible for *issuing Chargemap Business Badges* to its *Employees* and for linking *Chargemap Business Badges* to its *Employees* or to a specific vehicle. The link is made by the *Customer* or its *Fleet Manager* when the *Badge* is activated via the *Platform* and under its own responsibility.

AI. 02. Use of the *Platform* and the *Services* by the *Personnel* will be carried out under *Customer's* responsibility.

AI. 03. As a reminder, a *Roaming Recharge* can only be initiated with a *Chargemap Business Badge* attached to a *Roaming Recharge Licence*. In any other configuration, *Roaming Recharge* will be impossible.

AI. 04. In general, any connection, use or transmission of data made from the *Platform*, from *Chargemap Business API* or through its *Chargemap Business Badges* are deemed to have been made by the *Customer* and under its full responsibility.

AI. 05. The *Customer* may not transfer, assign or license its rights and/or obligations relating to the *Services* to anyone in any way whatsoever without the prior written consent of *CHARGEMAP*.

AI. 06. The *Customer* undertakes to cooperate in good faith regarding any request and/or in the event of a dispute concerning the use of the *Services*.

AI. 07. The *CHARGEMAP Mobile Application* is freely downloadable from the *Google Play* and *Apple App Store* platforms. *When a user account is created from the Mobile Application with the email address of one of the Employees provided by the Customer's Fleet Manager, then the application installed on the Employee's terminal gives them access to additional functionalities dedicated to the Business offer (the application is then referred to as the "Linked Mobile Application").*

ARTICLE 12 - INFORMATION

AI. 01. The *Customer* is informed:

(a) that *Chargemap Business Badges* remain the property of *CHARGEMAP*; they must be returned or destroyed by the *Customer* at the end of the contractual relationship between the *Parties*.

(b) of its operational, reporting and information obligations as Data Controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR");

(c) the existence of a number of technical standards applying to *Electric Vehicles, Charging Points, Charging Stations* and electrical recharging sockets and the potential incompatibilities linked to these differences in standards, which may hinder the provision of certain *Services*;

(d) the possibility that the method of calculating certain *Operator Rates* may be defined by the *Partner Operators* on the basis of a number of parameters, including but not limited to: the duration of parking at the recharging site, the duration of connection to the *Charging Point* independently of its delivery of electricity, the hourly or daily period;

(e) that the *Supervision Services* are not incompatible with the use of *third-party identification devices, in particular to enable the use of the Customer's electricity charging points* (hereinafter referred to as: "**Compatible Use**"). These devices can also be entered on the *Platform* to enable their recognition. However, it is specified that, with the exception of its obligations relating to the processing of personal data, *CHARGEMAP* assumes no obligation or liability with regard to *Compatible Uses*,

AI. 02. consequently, and except in the event of fault directly attributable to *CHARGEMAP*, the *Customer* waives in advance any claim against *CHARGEMAP* for:

- any problem of incompatibility of technical standards between *Electric Vehicles, Charging Points, Charging Stations* and electrical recharging sockets encountered by an *Employee* during a *Recharge*;
- the calculation method for each *Operator Rate*;
- the non-consultation or incorrect prior consultation of the *Roaming Recharge* rates by one or more *Employees*, in accordance with Article 8 Al. 12 *et seq.*;
- any problem relating to a *Compatible Use*.

ARTICLE 13 - WARRANTY AND LIABILITY

CHARGEMAP warranty

AI. 01. With the exception of the *Platform* and *Mobile Applications*, which may exceptionally experience service interruptions or bugs, *CHARGEMAP* guarantees the *Customer* against any latent defect arising from a design or supply defect in the *Services* to the exclusion of any negligence or fault of the *Customer*, in accordance with the provisions of Articles 1641 *et seq.* of the French Civil Code.

AI. 02. Where applicable, *CHARGEMAP* will rectify or have rectified, at its sole expense, in accordance with the appropriate procedures approved by the *Customer*, the *Services* deemed to be defective.

AI. 03. The warranty is excluded if the *Customer* has not complied with the terms of use of *Services* specified by *CHARGEMAP*.

Liability

AI. 04. The *Services* offered comply with current French legislation. *CHARGEMAP* cannot be held liable in the event of non-compliance with the legislation of the country (outside France) where the *Services* are delivered. It is the *Customer's* responsibility to check with the local authorities whether the *Services* ordered by the *Customer* can be imported or used.

AI. 05. *CHARGEMAP's* liability may only be incurred in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any nature whatsoever **AND IN PARTICULAR LOSS OF PROFIT, LOSS OF TURNOVER, OPERATING LOSS, LOSS OF OPPORTUNITY, COMMERCIAL DAMAGE**. *CHARGEMAP* is only subject to a best efforts obligation.

AI. 06. In any case, in the event that *CHARGEMAP* is held liable, *CHARGEMAP's* warranty will be limited to the amount, excluding VAT, of an annual subscription to the *Service* concerned.

AI. 07. *CHARGEMAP* cannot be held responsible under any circumstances for:

(a) malfunctioning of the *Charging Station(s)*, which may result in particular but not exhaustively from: software updates by manufacturers and the consequences of such malfunctioning;

(b) incorrect or incomplete information transmitted by one or more *Charging Station(s)* or by one or more *Partner Operator(s)* or missing information due to their defect;

(c) the absence, loss, deterioration of the internet connection during recharging at *Charging Stations*, which could lead to all or part of the *Services* being temporarily unavailable;

(d) information entered by the *Customer* (reimbursement policy, energy costs, recharging areas, employees, vehicles, attachments, etc.);

(e) the reliability of the information and reviews provided by the community of users who frequent its *Charging Station* database;

(f) problems resulting from incorrect installation of equipment, a faulty *Charging Station*, a faulty vehicle, incorrect handling by *Employees* or improper use. It should be noted that proper use of a *Charging Station* involves connecting an approved *Electric Vehicle* to the *Charging Station* via a cable that complies with the regulations in force;

(g) ancillary elements of *Charging Stations*, such as the power supply for the charging infrastructure, charging cables and *Employee* vehicles, as well as services provided by third-party operators;

(h) damage to a *Badge* caused by improper use;

(i) non-conforming or abusive use of the *Platform* or *Chargemap Business API* or *Services*.

AI. 08. The Customer:

(a) is solely responsible for any damage caused by the use of the *Services* by it and its *Personnel*;

(b) is required to comply with, and to ensure that its *Employees* comply with the safety instructions in force and all regulations applicable to each *Charging Station* used and to each vehicle concerned;

(c) is personally responsible for ensuring that its *Employees* check, prior to each *Roaming Recharge* operation, (i) that their vehicle and charging cable are compatible with the *Charging Station* concerned, (ii) that they comply with the regulations in force;

(d) is required to inform its *Employees* of the importance of freeing the charging space of a *Charging Station* by moving their vehicle at the end of each *Roaming Recharge*, except in the case where the space is dedicated to long-term parking;

(e) is solely responsible for the *Roaming Recharge* time elapsed and invoiced, including following theft or loss of a Badge. It is recalled that each *Chargemap Business Badge* can be deactivated by the *Customer* at any time via the *Platform*;

(f) is responsible for the security of its identifiers allowing access to the *Services* and the *Platform*.

(g) is responsible for appointing its *Fleet Manager* and each *Business Unit* defined on the *Platform*, and is exclusively liable for the consequences of their actions; any act, communication, notification, diligence or other measure by *CHARGEMAP* with regard to one of the aforementioned entities will be deemed to have been carried out with regard to the *Customer*; any act, communication, notification, diligence or other measure by one of the aforementioned entities with regard to *CHARGEMAP* will be deemed to have been carried out by the *Customer*. In the event that one of the aforementioned entities is held liable in tort, the *Customer* undertakes to be jointly and severally liable for any judgement handed down against said entity. This warranty obligation applies without prejudice to any recourse *CHARGEMAP* may have against said entity to obtain compensation for the damage suffered.

AI. 09. The Customer expressly waives the right to take any action against *CHARGEMAP*, in particular in warranty, in the event of:

(a) pre-litigation and/or litigation actions brought by its *Personnel* or by a third party resulting from the abnormal use and/or unlawful exploitation of a *CHARGEMAP Service*;

(b) loss/theft of identifiers or Badges;

(c) identity theft not attributable to *CHARGEMAP* or its *Personnel*;

(d) damage to a *Chargemap Business Badge* caused by improper use.

ARTICLE 14 - EXCEPTIONAL RESTRICTION OF SERVICE

CHARGEMAP reserves the right, without notice, to limit, suspend or interrupt the use of its *Badges* in all or part of a given territory when said limitation, suspension or interruption is imposed by a judicial, legal or regulatory requirement.

ARTICLE 15 - TERMINATION FOR FAULT

AI. 01. A *Party* which considers itself to be the victim of serious misconduct attributable to the other *Party* may terminate its commitments after formal notice:

- o notified to the *Party* deemed to be at fault by registered letter with acknowledgement of receipt;
- o sent to the registered office of the *Party* deemed to be at fault;
- o clearly stating the grievance(s) alleged against the other *Party* and the intention to terminate in accordance with this Article if the grievance persists;
- o which remains unsuccessful for more than 10 (ten) working days after the date of its first presentation.

AI. 02. If the grievance persists, the termination invoked in accordance with the preceding paragraph will take place automatically and as of

right on the eleventh working day following the date of first presentation of the formal notice.

AI. 03. Termination does not in any way deprive the *Party* invoking it or the *Party* affected by it of the right to assert all or part of its legal rights, in particular regarding compensation for the damage suffered.

ARTICLE 16 - INTELLECTUAL PROPERTY RIGHTS

CHARGEMAP remains the owner of all intellectual property rights relating to the *Services*. The *Customer* shall therefore refrain from any reproduction, representation, substantial extraction or exploitation of the original content protected by copyright and *CHARGEMAP*'s databases protected by the *sui generis* right of producers, without *CHARGEMAP*'s express, written and prior authorisation, which may be conditional on financial compensation.

ARTICLE 17 - PERSONAL DATA

AI. 01. Each of the *Parties* undertakes to comply with the legal and regulatory provisions applicable to the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Law No. 78-17 on information technology, files and freedoms of 6 January 1978 as amended.

AI. 02. For the provision of the *Services*, *CHARGEMAP* may use personal data provided by/collected from *Customers*. The personal data processing operations fall within two distinct frameworks: (i) the processing of personal data of *CHARGEMAP*'s direct contacts and (ii) the processing of *Employees*' personal data.

PROCESSING OF THE PERSONAL DATA OF CUSTOMER EMPLOYEES

AI. 03. *CHARGEMAP* informs the *Customer* that it will process, as *data controller*, the personal data of the members of *Personnel* with whom the *Customer* will put it in contact to evaluate, conclude, execute and manage their business relationship within the framework of the *ToS*.

AI. 04. The purpose of this processing is the management, execution, invoicing, securing and monitoring of the *Services*, in particular correspondence, computer access, invoicing of *Services*, the provision of commercial information and the monitoring of the commercial relationship between the *Customer* and *CHARGEMAP*, the management of any disputes as well as the intermediate archiving of billing data.

AI. 05. This processing is based on (i) the consent of the *Personnel* concerned and (ii) *CHARGEMAP*'s legitimate interests for performance of the *ToS*; the consent is freely revocable. Our intermediate archiving of billing data is (iii) a legal obligation.

AI. 06. The categories of data processed in this context are:

- o identification and correspondence data (email address, surname, first name, positions held, messages),
- o data relating to the management and execution of the *ToS* (data relating to orders, configuration, execution, billing and disputes).

AI. 07. The provision of this personal data is not mandatory, but its absence or inaccuracy will complicate, delay or even prevent the provision of the *Services*.

AI. 08. The *Customer* will inform the *Personnel* concerned:

- o of their right to access, restrict and, where appropriate, rectify and delete data concerning them;
- o of their right to object to the collection of data concerning them;
- o that, in accordance with Article 85 of Law No. 78-17 of 6 January 1978 on information technology, files and freedoms, all individuals also have the right to define directives concerning the fate of their personal data after their death;
- o that they may exercise any of these rights by sending a request, accompanied by a copy of a valid identity document, to *CHARGEMAP*. It is recalled that the *Personnel* may submit this request directly to the *Customer*, in which case it may, at its convenience, follow it up directly or transmit it to *CHARGEMAP*.
- o that, in accordance with their right to portability, their regular requests for access will be satisfied by the provision of a copy of their information in a standard digital format;

- o that they also have the right to lodge a complaint about the processing or filing of their personal data with a supervisory authority (e.g. the CNIL for France);
- o the content of paragraphs AI. 09 to AI. 11 below.

AI. 09. The information thus processed is intended for (i) *CHARGEMAP's Personnel*, *CHARGEMAP's* personal data processors (ii) operating its electronic messaging systems, (iii) operating its hosting and database servers, (iv) those operating electronic signature services and possibly (v) the general services (administrative, accounting, legal) of its parent company (BRAKSON) or (vi) its advisers subject to an obligation of professional secrecy and/or confidentiality. The full list, identity and details of each of these recipients is available on request.

AI. 10. None of the information processed will be transferred outside the European Union. *CHARGEMAP* shall refrain from carrying out such transfers outside the European Union unless it informs the *Customer* and its *Personnel* concerned in advance of the measure envisaged, its date of implementation, the nature of each processing operation concerned, the type of personal data concerned, the purpose of such a transfer, the personal data recipients and their location, the additional legal and/or organisational and/or technical measures taken to secure the data.

AI. 11. *CHARGEMAP* may keep this information for three (3) years following the termination of the contractual relationship with the *Customer*. At the end of this period, unless the agreement is renewed or a new contractual request is made by the *Customer*, the information will be deleted from *CHARGEMAP's* databases, with the exception of billing data, which will be archived until the tenth year following the date of issue of the invoice concerned, in accordance with Article L123-22 of the French Commercial Code.

PROCESSING OF THE PERSONAL DATA OF EMPLOYEES

AI. 12. The provision of the *Services* will require *CHARGEMAP* to also process the personal data of *Employees* on behalf of the *Customer*.

AI. 13. The *Parties* consider that the processing of the personal data of *Employees* involves a personal data processing relationship in which *CHARGEMAP* will operate as a *processor* of the *Customer* acting as *data controller*.

AI. 14. As a result, the *Parties* have formalised a **subcontracting agreement** integrated into the *STS*.

AI. 15. In the event that the *Parties* reconsider the nature of their relationship with regard to the processing of the personal data of *Employees*, they undertake to consult each other as soon as possible and to use their best endeavours to draw up and ratify a replacement agreement.

ARTICLE 18 - UNFORESEEN CIRCUMSTANCES

AI. 01. In the event of a change in circumstances unforeseeable at the time of conclusion of the *ToS*, in accordance with the provisions of Article 1195 of the French Civil Code, the *Party* which has not agreed to assume the risk of excessively onerous performance may request renegotiation of the *ToS* from its co-contractor.

AI. 02. However, if the change in circumstances unforeseeable at the time of conclusion of the *ToS* is definitive or lasts for more than 3 months, these *ToS* will be simply terminated in accordance with the terms set out in Article 22 below.

ARTICLE 19 - DEFENCE OF NON-PERFORMANCE

AI. 01. Pursuant to Article 1219 of the French Civil Code, each *Party* may refuse to perform its obligation, even if it is due, if the other *Party* does not perform its own obligation and if such non-performance is sufficiently serious, i.e. likely to jeopardise the continuation of the *ToS* or fundamentally upset their economic balance.

AI. 02. The suspension of performance will take effect immediately, upon receipt by the defaulting *Party* of the notification of breach sent to it for this purpose by the aggrieved *Party* indicating the intention to apply the defence of non-performance until the defaulting *Party* remedies the breach found, notified by registered letter with acknowledgement of receipt or on any other durable written medium providing proof of dispatch.

AI. 03. This defence of non-performance may **also** be used as a preventive measure, in accordance with the provisions of Article 1220

of the French Civil Code, if it is clear that one of the *Parties* will not perform its obligations on the due date and that the consequences of this non-performance are sufficiently serious for the aggrieved *Party*.

AI. 04. This option is used at the risk of the *Party* which takes the initiative.

AI. 05. The suspension of performance will take effect immediately, upon receipt by the *Party* presumed to be in default of the notification of the intention to apply the preventive non-performance defence until such time as the *Party* presumed to be in default performs the obligation in respect of which a future breach is manifest, served by registered letter with acknowledgement of receipt or on any other durable written medium that provides proof of dispatch.

ARTICLE 20 - FORCE MAJEURE

AI. 01. The *Parties* shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is due to force majeure, within the meaning of Article 1218 of the French Civil Code, or to exceptional health or climatic hazards beyond the control of the *Parties*.

AI. 02. By express agreement, in addition to exceptional health or climatic hazards beyond the control of the *Parties*, the following events will be deemed to constitute force majeure, irrespective of the criteria of irresistibility, unpredictability and exteriority, if they are beyond the control of the *Parties* and even if they are only partial: power cuts; interruptions; shutdowns and suspensions of the Internet or GSM connection; service interruptions of communication networks.

AI. 03. The *Party* affected by the event must inform the other *Party* without delay of its inability to perform its service and provide justification. The suspension of the obligations will in no case be a cause of liability for failure to perform the obligation in question, or result in the payment of damages or late penalties.

AI. 04. Performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed 30 days. Consequently, as soon as the cause of the suspension of their reciprocal obligations has ceased, the *Parties* will make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the affected *Party* will notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt, or any extrajudicial deed. If the impediment is permanent or exceeds 60 days, these *ToS* will be simply terminated in accordance with the terms and conditions set out in Article 24 .

AI. 05. During this suspension, the *Parties* agree that the costs incurred by the situation will be shared equally between them.

ARTICLE 21 - TERMINATION OF THE ToS

Termination for an excessive revised price can only take place, notwithstanding Article 25 below, 30 working days after receipt of a formal notice stating the intention to apply this clause, sent by registered letter with acknowledgement of receipt or by any extrajudicial deed.

ARTICLE 22 - TERMINATION FOR UNFORESEEN CIRCUMSTANCES

Termination due to the impossibility of performing an obligation that has become excessively costly can only take place, notwithstanding Article 25 below, 30 working days after sending a formal notice stating the intention to apply this clause, sent by registered letter with acknowledgement of receipt or by any extrajudicial deed.

ARTICLE 23 - TERMINATION FOR NON-PERFORMANCE OF A SUFFICIENTLY SERIOUS OBLIGATION

The aggrieved *Party* may, notwithstanding Article 25 below, in the event of a sufficiently serious breach of any of the obligations incumbent on the other *Party*, notify the defaulting *Party* by registered letter with acknowledgement of receipt (including by electronic means) the wrongful termination of these *ToS*, 30 working days after sending a formal notice to perform which has remained unsuccessful, pursuant to the provisions of Article 1224 of the French Civil Code.

ARTICLE 24 - TERMINATION FOR FORCE MAJEURE

AI. 01. Automatic termination for force majeure can only take place, notwithstanding Article 25 below, 30 working days after sending a formal notice notified by registered letter with acknowledgement of receipt or any extrajudicial deed.

AI. 02. However, this formal notice must state the intention to apply this clause.

ARTICLE 25 - TERMINATION FOR BREACH BY A PARTY OF ITS OBLIGATIONS

AI. 01. In the event of non-compliance by either of the *Parties* with the following obligations:

- (a) non-payment on the due date of *Services* ordered by the *Customer*;
- (b) non-delivery of *Chargemap Business Badge(s)* within 30 working days of acceptance of the order for *Services* by the *Customer*;

AI. 02. The *ToS* may be terminated at the discretion of the injured *Party*.

AI. 03. It is expressly understood that this termination for breach by a *Party* of its obligations will take place automatically, the formal notice resulting from the sole fact of the non-performance of the obligation, without notice or performance of formalities.

ARTICLE 26 - PROVISIONS COMMON TO ALL CASES OF TERMINATION

AI. 01. It is expressly agreed between the *Parties* that the debtor of an obligation to pay under the terms of this agreement will be validly put on notice by the mere fact that the obligation is due, in accordance with the provisions of Article 1344 of the French Civil Code.

AI. 02. As the services exchanged between the *Parties* since the conclusion of the *ToS* and until their termination having been useful over their reciprocal execution, they will not give rise to restitution for the period prior to the last service for which no consideration was received.

AI. 03. In any event, the injured *Party* may apply to a court for damages.

ARTICLE 27 - DISPUTES

AI. 01. All disputes relating to the interpretation, validity or qualification of the *ToS*, their execution, non-execution, interruption, termination or consequences will be subject, before any legal action, to mediation in accordance with the terms below.

AI. 02. The claimant will notify the other *Party* of its wish to resort to mediation by any means of written communication that ensures its proper receipt. It must propose the name of a mediator or the name of a mediation centre that will appoint a mediator.

AI. 03. The other *Party* will then have a period of five (5) working days in which to express its opinion. In the event of disagreement, either *Party* may apply to the Strasbourg, France *Tribunal Judiciaire* for the appointment of a mediator or mediation centre.

AI. 04. Unless extended by the *Parts*, the mediator's assignment must be completed within three months of acceptance of the assignment. Within the limits of the principles governing mediation, the *Parties* undertake to attend meetings, to respond promptly to summonses and to cooperate in good faith. They undertake to respect the confidentiality of the mediation and of all documents and discussions exchanged during the mediation.

AI. 05. The *Parties* may call on the services of an expert.

AI. 06. The remuneration of the mediator and the costs of the mediation, including the use of the expert, will be shared equally, with each *Party* bearing the costs of its own counsel.

AI. 07. Any agreement signed by the *Parties* at the end of the mediation process may, on the initiative of one of them, be submitted to the Strasbourg, France *Tribunal Judiciaire* for enforcement or approval.

AI. 08. This clause does not preclude referral to the interim relief judge for protective, investigatory, urgent or provisional measures. The mediation clause must be implemented simultaneously.

AI. 09. A simple request for mediation, even if unilateral, suspends the statute of limitations.

AI. 10. IF MEDIATION FAILS, THE PARTIES SHALL BRING THEIR CLAIM EXCLUSIVELY BEFORE THE STRASBOURG, FRANCE *TRIBUNAL JUDICIAIRE*.

ARTICLE 28 - LANGUAGE OF THE GTS - APPLICABLE LAW

AI. 01. The *GTS* and the resulting operations are governed by French law.

AI. 02. This document is an English translation of an original document written in French language available here : <https://chargemap-business.com/conditions-generales-services/>. The English version is provided solely for convenience purposes, and in the event of any discrepancy or conflict in interpretation between the English translation and the original French document, the original French document shall prevail and be the sole binding version.

Please note that this translation is provided as a courtesy, and while efforts have been made to ensure its accuracy, discrepancies or errors may exist. Therefore, for any legal or official purposes, reference should be made to the original French document.

AI. 03. By accepting or using this English translation, you acknowledge and agree that the original French document is the governing and authoritative version in case of any disputes, conflicts, or inconsistencies between the English translation and the original French document.

AI. 04. The *Parties* may, however, agree to use exclusively one or more other languages of their choice in the *STS*.

ARTICLE 29 - BUSINESS REFERENCE

For the duration of its commitment under the *ToS* and surviving for a period of six months following its termination, each *Party* grants its co-contractor the free authorisation to publicly mention its name and/or trade name solely as a business reference.

ARTICLE 30 - CONFIDENTIALITY

AI. 01. Each *Party* undertakes to maintain strict confidentiality in relation to the *ToS*. In this respect, each *Party* shall treat as strictly confidential and shall refrain from disclosing all or part of the *Confidential Information*.

AI. 02. For the purposes of this Article, each *Party*:

- (a) will keep confidential all *Confidential Information* it receives from the other *Party*, exercising at least the same care and vigilance as it exercises in handling and protecting its own confidential information;
- (b) undertakes not to disclose any *Confidential Information* to any third party whatsoever, other than to members of its *Personnel*, *Affiliates* or agents who need to know such information;
- (c) will use the *Confidential Information* of the other *Party* only for the purpose of exercising its rights and fulfilling its obligations under the *ToS*;
- (d) undertakes to be accountable for its *Personnel* and for itself,
- (e) guarantees that its *Affiliates* will respect a level of confidentiality at least as demanding as that provided for in this article,

AI. 03. in this context, the *Parties* recognise the desirability of establishing contractual undertakings with their *Personnel* and *Affiliates* that are conducive to strengthening a reliable chain of confidentiality.

AI. 04. A *Party* shall not, however, be liable for any disclosure if:

- (a) the items disclosed had entered the public domain at the date of disclosure independently of any fault on the part of the *Party* receiving them;
- (b) it had legitimate knowledge of them before disclosure;
- (c) it obtained them by legitimate means from third parties who are not subject to an obligation of confidentiality;
- (d) if the *Confidential Information* is required to be disclosed by law or by court order (in which case it shall only be disclosed to the extent required and after written notice to the disclosing *Party*).

AI. 05. This obligation of confidentiality shall survive any termination of the *Parties'* contractual commitments and shall apply to them three years after the termination of such commitments.

AI. 06. Upon written request notified after the end of their contractual commitments, each of the *Parties* shall return all copies of documents and media containing *Confidential Information* of the other *Party*, whatever the cause.

ARTICLE 31 - AGREEMENT ON EVIDENCE

All data stored in an unalterable, reliable and secure manner in *CHARGEMAP*'s computer database, relating in particular, but not limited to, *Charging Stations* and *Charging Points*; *Recharges*; *Badges*; and *Operator Rates*, will be deemed authentic between the *Parties* until proven otherwise.

ARTICLE 32 - NON-WAIVER

The fact that one of the *Parties* has not invoked or has temporarily not exercised a right under the *ToS* does not constitute a waiver of that right.

ARTICLE 33 - SEVERABILITY

The nullity or invalidity of one or more clauses of the *GTS* or the *STS* does not entail the nullity of the *GTS/STS* as a whole. Valid clauses survive for the remainder. Where appropriate, the *Parties* will agree to replace any invalidated clauses with new clauses that respect the spirit of the provisions of the original *GTS/STS*.

ARTICLE 34 - INDEPENDENCE OF THE PARTIES

Neither *Party* may enter into any commitment in the name of and/or on behalf of the other *Party*. Furthermore, each of *Parts* remains solely responsible for its claims, commitments, services, products and *Personnel*.

ARTICLE 35 - FIGHT AGAINST UNDECLARED WORK

CHARGEMAP declares on its honour that it meets the obligations of the law on strengthening the fight against undeclared work. In this respect, it undertakes to provide upon signature of this contract and then on request, every six months, the documents required by Article D. 8222-5 of the French Labour Code, namely a certificate of provision of social security declarations and payment of social security contributions and an extract from its registration with the Trade and Companies Register less than three (3) months old.

ARTICLE 36 - FIGHT AGAINST CORRUPTION

AI. 01. *CHARGEMAP* declares on its honour that it meets the obligations of the French Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, known as the "*Loi Sapin 2*".

AI. 02. In this respect, *CHARGEMAP* guarantees that it has implemented a system to control the risks of corruption, including a code of conduct that defines the various types of behaviour to be avoided in relation to corruption or influence peddling and the sanctions incurred in the event of a breach of this code, an internal alert system designed to enable employees to report the existence of behaviour or situations that are contrary to the company's code of conduct, and a training system for managers and staff most exposed to the risks of corruption and influence peddling.

AI. 03. When *CHARGEMAP* prepares consolidated financial statements, the obligations set out above apply both to itself and to all its subsidiaries or controlled companies.