



**EEVEE
MOBILITY
.COM**

Terms and Conditions

Version March 2023

General Terms & Conditions

CONTEXT

- The Client has a large number of employees (workers and/or self-employed) to whom the Client provides a (PH)EV.
- The Client needs detailed insights into certain data to which EEVEE can gain access (e.g. via the App and the EEVEE business platform) in order to optimise the Client's fleet management, in particular with regard to electrified cars by facilitating detailed reporting on electric consumption and charging data, among other things, and if necessary to process them in the Client's databases in the desired manner.
- The Client acknowledges that it will be necessary to include the use of the EEVEE App in a legally binding document with the Client's employees such as an employment contract, work rules or contract for services.
- The Parties wish to cooperate on the basis of mutual independence in full compliance with all relevant regulations and legislation on the processing of personal data, confidentiality of trade secrets and know-how, intellectual and industrial property and with respect for a high level of cyber security.
- EEVEE is prepared to make the data and reports generated via the aforementioned App and accompanying web portal, among other things, available to the Client and, if necessary, to develop additional functionality or data streams, this in accordance with the Agreement.

○ Article 1 – DEFINITIONS

1.1 "Agreement" – the entirety of the Commercial Proposal, the T&C and any possible annexes and/or addenda;

1.2 "App" - the EEVEE Mobility application for mobile devices;

1.3 "Commercial Proposal" - detailed description of the services to be provided at the specified fees, under the conditions of these T&C;

1.4 "Client" - a company that wishes to make use of the services of EEVEE;

1.5 "Data Subject" - the employee of the Client, who has connected its company car with the App;

1.6 "EEVEE" - EEVEE BV, with registered office at Watertorenstraat 2, B-3590 DIEPENBEEK and with company number 0747.470.815;

1.7 "Force Majeure" - Any unforeseen and unforeseeable event beyond the control of the Parties, such as the following non-exhaustive list: riot, total or partial strikes within or outside the company, lock-out, severe weather, epidemics, earthquake, fire, storm, flood, power failure, water damage, restrictions imposed by the government or by law. Are also considered, as expressly agreed, as cases of force majeure: destruction of equipment, computer attacks or piracy, the blocking, in whole or in part, of bandwidth, of energy supplies, the abolition or prohibition, temporarily or permanently, and for whatever reason, of access to the Internet, electronic communications networks, the means of telecommunication and functionality offered by third parties that are necessary for the execution of the Agreement, the cause of which is beyond the control of the Parties and the requirements or provisions of a legislative or regulatory nature, which have an impact on the object or implementation of this Agreement, including the extent of the Parties' mutual rights and obligations;

1.8 "Party" / "Parties" - the Client and EEVEE each individually or jointly.

1.9 "Personal Data" - all data that relates to the Data Subject;

1.10 "(PH)EV" - a BatteryElectric Vehicle and/or a Plug-in Hybrid Electric Vehicle

1.11 "Privacy Legislation" - (i) the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, (ii) the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC

1.12. "T&C" – these b2b terms & conditions.

○ **Article 2 - SERVICES**

2.1 The Commercial Proposal, which was delivered together with the T&C, contains a summary of the services provided. This enumeration is not restrictive and must be supplemented with the assignments which are reasonably related but which must be agreed in advance and in writing by the Parties, whether or not in the form of an annex or addendum to this Agreement.

○ **Article 3 – MODALITIES OF IMPLEMENTATION**

3.1 Place of performance of the Services

EEVEE is free to choose where it will perform the Services, but will be present at the Client's business location whenever the performance of the Services necessitates this or the Client deems it appropriate. Parties will agree in advance on the travel expenses before these are made in accordance with Article 4.3.

3.2 Availability of EEVEE

EEVEE cannot be constrained in terms of timetable and organisation of its activities, but acknowledges and accepts that the optimal performance of the Services implies its sufficient availability.

3.3 Professional qualifications

EEVEE declares and the Client acknowledges that EEVEE has sufficient professional qualifications to perform the services.

3.4 Performance standards, loyalty

The parties shall mutually perform their obligations under the Agreement in a professional, proper and loyal manner, in accordance with the applicable professional standards and best industry practices, both during the execution of the Agreement and after its termination.

EEVEE will make all reasonable efforts to provide qualitative insights.

The Client acknowledges and accepts that EEVEE depends for (the quality of) these insights, inter alia, on the data provided. The Client therefore also acknowledges and accepts that the insights are provided by EEVEE "as available" and "as is".

3.5 Independence of EEVEE

EEVEE shall perform this Agreement as an independent service provider in accordance with its own wishes and insights, without being under the authority of the Client. However, EEVEE shall take into account the general policies and guidelines communicated to it by the Client in connection with the performance of the Services.

EEVEE shall choose its own working hours with a view to optimum performance of the Services.

The parties are mutually obliged to comply with all regulations and legislation applicable to them, including tax, parafiscal and social security legislation.

The Parties expressly agree that the Agreement and the resulting relationship cannot create an employment contract between the Client and the Representative or other persons charged with carrying out the services.

EEVEE shall indemnify the Client against any claim by third parties in the field of tax and social law as a result of any reclassification of the cooperation between the Client on the one hand and EEVEE

and/or its employees or other persons entrusted by EEVEE with the performance of the Services on the other hand.

○ Article 4 - REIMBURSEMENT AND EXPENSES

4.1 Compensation

The agreed prices and fees are included in the Commercial Proposal. All these amounts are stated in euros, excluding VAT. The agreed prices are invoiced periodically. All payment obligations are non-cancellable and amounts paid are non-refundable.

If additional services are agreed upon, they shall be attached in advance and in writing to the Agreement as an annex or addendum.

4.2 Invoicing

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

- EEVEE invoices on a monthly basis;
- All invoices are payable within thirty (30) calendar days from the date of the invoice;
- all local bank costs incurred by the Client in relation to any payments to EEVEE, or any other bank operation cost, shall be borne by the Client.
- [Except in case of a disputed invoice disputed in writing within ten \(10\) days of the date of the invoice](#), any delay in payment of invoices will trigger, ipso iure and without notice, (i) monthly late payment interests on the basis of Belgian applicable law, i.e. *Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties* (8% in 2021), which will accrue from the due date onwards, and whereby each month commenced will be considered a whole month, as well as (ii) a lump sum of 15 % of the outstanding amount, subject to a minimum amount of 50 Euro per invoice. All other outstanding amounts that have not yet become payable shall in addition immediately become payable.
- [Except in case of a disputed invoice disputed in writing within ten \(10\) days of the date of the invoice](#), EEVEE is entitled to suspend or postpone the performance of its obligations under the Agreement if the Client remains in default with regard to any (payment) obligation under the Agreement after expiry of a period of fifteen (15) calendar days after written notice to this regard was sent to the Client.
- All invoices shall be considered as accepted unless disputed in writing within ten (10) days of the date of the invoice. In the event of such dispute, the Client will pay the undisputed amount and the Parties will use good faith efforts to reconcile the disputed amounts as soon as possible. Amounts owed by the Client to EEVEE cannot be set off or netted against a counterclaim by the Client.

4.3 Expenses

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

4.4 Indexation

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

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

- S1 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to the indexation applied on the Agreement's anniversary date.

A price adjustment based on the price adjustment formula shall not give the Client any right to terminate the Agreement.

- **Article 5 - DURATION AND TERMINATION**

5.1 Agreement of unlimited duration

The Agreement shall enter into force on the date of signature by both Parties and shall be concluded for an indefinite period.

5.2 Possibility of termination by notice

The Agreement may be terminated by either Party at any time by registered letter, subject to three (3) months' notice.

5.3 Immediate termination without notice and compensation

Each Party is entitled to terminate the Agreement at any time immediately by registered letter, without judicial intervention and without any compensation being due, in each of the following cases:

- In the event of fraud, wilful misconduct or gross negligence on the part of the other Party in the performance of the Agreement;
- Default in the performance of the Agreement by the other Party after having been given notice to remedy this within thirty (30) days after written notice of default;
- Infringement(s) of the industrial or intellectual property rights of the other Party (including laws on trade secrets and know-how);
- If the other Party has become insolvent, has filed for judicial reorganisation or bankruptcy, is declared bankrupt or is dissolved/liquidated, either voluntarily or by court order, if this decision is no longer subject to appeal or (third-party) objection.

- **Article 6 - CONFIDENTIALITY**

6.1 The Parties recognize that the information provided in the performance of the Agreement, including the offer as provided by EEVEE and any information concerning a Party's customers, business procedures, methods, services and products, will be confidential.

Being considered as confidential information (however without this list being exhaustive): all business and production secrets, including trade and commercial secrets, customer and supplier lists, trademarks and other intellectual property, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions, processes, schematics, testing procedures, software design and architecture, specifications, technical, commercial and financial information, reports and other information of any kind, related to the activities of a Party, regardless of whether the information in question was explicitly designated as confidential ("Confidential Information").

6.2 Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and three (3) years thereafter.

6.3 The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information

(and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.

6.4 The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its employees and/or consultants/contractors, to the extent such employees, consultants and/or contractors have a need to know within the framework of the Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such employees, consultants and/or contractors prior to such disclosure or such giving access and (ii) such consultants and/or contractors are no (in)direct competitors of EEVEE.

6.5 The disclosing Party may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of the Agreement and any copies thereof be returned with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the receiving Party shall comply with any such request within seven (7) calendar days of receipt of such request.

6.6 The term "Confidential Information" hereunder shall not include information which:
is or becomes part of the public domain without violation of the Agreement;
is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party; or
is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.

6.7 Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any license in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.

6.8 Without prejudice to article 11.8, the Parties agree not to make any communication press release or other statements orally or in writing relation to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.

○ **Article 7 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

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

○ **Article 8 - PROTECTION OF PERSONAL DATA**

8.1 EEVEE shall transfer Personal Data of the Data Subject to the Client under and in accordance with the Agreement.

8.2 Parties will, in a mutual effort, ensure that EEVEE has the right to transfer this Personal Data to the Client. This entails, among others, the obligation of the Parties to fulfill its transparency obligations with regard to the Data Subject.

8.3 The Client guarantees EEVEE that the purposes for which EEVEE is transferring the data are in line with the Privacy Legislation.

8.4 The Client understands and acknowledges that, following the Privacy Legislation, the Data Subject is entitled to exercise certain rights, such as the right to erasure. Should a Data Subject file a request to exercise such a right, EEVEE shall be obligated to comply with such request, and this will in no way give rise to a right for the Client to claim damages. It is the Client's responsibility to make the necessary arrangements between itself and the Data Subject with regard to the (mandatory) use of the App by the Data Subject.

8.5 Both Parties undertake to always comply with their obligations as data controllers under the Privacy Legislation and to take the necessary measures for the protection of this Personal Data.

8.6 Both Parties shall have and maintain, from the time of their possession of the Personal Data, each separately and as independent controllers, full control over, *inter alia*, the purpose of the processing, the use and processing of the Personal Data, the proportionality of the processing, as well as the implementation of the necessary technical & organisational measures on the processing carried out under their responsibility.

8.7 The Parties shall reasonably cooperate and communicate with each other in the context of the Privacy Legislation if this is necessary for the fulfillment of their mutual obligations concerning the protection of the Personal Data. In particular, they shall inform each other in good faith and as soon as possible (and in any event within the statutory time limits) of any data breaches in relation to the Personal Data which may affect the rights and obligations of the other Party.

8.8 Each Party shall be responsible for the processing of the Personal Data carried out by themselves.

○ Article 9 - COMPLAINTS

9.1 Any complaint must be communicated within fifteen (15) calendar days by registered letter after the alleged fault or omission was discovered or could reasonably have been discovered, under penalty of cancellation.

9.2 A possible complaint or dispute shall be no valid reason to withhold payment.

9.3 Should defects arise and be reported in due time, EEVEE shall have the option of remedying the defects or paying compensation for them.

○ Article 10 - LIABILITY AND INDEMNIFICATION

10.1 EEVEE is liable only for direct and foreseeable damage caused by errors or omissions in the performance of the Services or as a result of them, as well as by a breach of the provisions of this Agreement or of any statutory or regulatory provision, but only to the extent of the total fee which the Client has paid to EEVEE during the last twelve (12) months of the term of the Agreement, except in the event of willful or gross negligence.

10.2 Are expressly excluded from liability:

- cases of force majeure;
- (insofar as not due to wilful or gross negligence) any damage to the battery of the (PH)EVs, that are connected to the App under this Agreement.

10.3 The Parties shall indemnify each other against all claims or demands of third parties arising from or relating to the conclusion, performance and/or termination of this Agreement which are attributable to the other Party.

○ **Article 11 - FINAL PROVISIONS**

11.1 The T&C and the Commercial Proposal comprise the entire agreement with respect to its subject matter, and supersedes and extinguishes all prior communications, understandings and agreements, written or oral, express or implied, between the parties.

11.2 Neither Party may assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior express consent of the other Party.

11.3 In case of conflicting provisions, the following hierarchy applies (in order of importance):

- Potential annexes and/or addenda;
- Commercial proposal;
- The T&C.

11.4 All notices required or permitted pursuant to this Agreement must be given in writing and by e-mail to the addresses specified in the Commercial Proposal. Only if the provisions of this Agreement require a notification to be sent by registered mail, it must be sent to the addresses stated in the Commercial Proposal.

11.5 The provisions of this Agreement may not be supplemented, amended or deleted except by means of a written document signed by a legally valid representative of each Party.

11.6 If any provision is held by a court or other competent body to be invalid or unenforceable, in whole or in part, this Agreement shall continue to apply to the other provisions hereof and the remainder of the provisions referred to. The parties agree that in such case the invalid or unenforceable provision shall be deemed to be replaced by a valid provision that corresponds to the original intention of the party.

11.7 Any failure by a Party to require performance of the provisions of the Contract shall not constitute a waiver or relinquishment of the application of this or any other provision.

11.8 EEVEE is entitled to refer to the cooperation with the Client as a reference in promotional material.

○ **Article 12 - APPLICABLE LAW AND DISPUTES**

12.1 This Agreement is exclusively governed by and must be interpreted in accordance with Belgian law.

12.2 Any dispute between the Parties relating to this Agreement shall fall under the exclusive jurisdiction of the courts of Antwerp, Antwerp section.