

# General Terms and Conditions

## Eassee Netherlands B.V.

<b>1. DEFINITIONS .....</b>	<b>2</b>
<b>PART I - GENERAL PROVISIONS.....</b>	<b>3</b>
<b>2. GENERAL PROVISIONS.....</b>	<b>3</b>
<b>3. THE PRODUCTS .....</b>	<b>4</b>
<b>4. ORDERS .....</b>	<b>4</b>
<b>5. DELIVERY .....</b>	<b>6</b>
<b>6. PRICES AND PAYMENT TERMS.....</b>	<b>7</b>
<b>7. INTELLECTUAL PROPERTY RIGHTS AND PROPERTY RIGHTS.....</b>	<b>8</b>
<b>8. RESALE.....</b>	<b>9</b>
<b>9. SUPPORT.....</b>	<b>10</b>
<b>10. WARRANTY.....</b>	<b>10</b>
<b>11. ERRORS AND DEFECTS.....</b>	<b>10</b>
<b>12. LIMITATION OF LIABILITY .....</b>	<b>12</b>
<b>13. MARKETING .....</b>	<b>12</b>
<b>14. MISCELLANEOUS PROVISIONS.....</b>	<b>13</b>
<b>15. CONSEQUENTIAL LOSSES.....</b>	<b>14</b>
<b>16. BREACH OF CONTRACT AND TERMINATION.....</b>	<b>14</b>
<b>PART II - SPECIAL TERMS RELATED TO SERVICES.....</b>	<b>15</b>
<b>17. BACKGROUND .....</b>	<b>15</b>
<b>18. THE TECHNOLOGY .....</b>	<b>15</b>
<b>19. USE OF THE TECHNOLOGY .....</b>	<b>16</b>
<b>20. PERSONAL DATA .....</b>	<b>17</b>
<b>21. THE PARTNER'S OBLIGATIONS RELATED TO THE TECHNOLOGY.....</b>	<b>17</b>
<b>22. INDEMNIFICATION BY THE PARTNER RELATED TO TECHNOLOGY.....</b>	<b>17</b>
<b>23. EFFECTS OF TERMINATION .....</b>	<b>18</b>

## 1. DEFINITIONS

<b>Agreement</b>	means these General Terms and Conditions and the documents identified in the Form of Agreement, as amended from time to time.
<b>Partner</b>	the legal entity which has entered into a partner agreement with Easee and that may place Orders in accordance with clause 2.2.
<b>Order Request</b>	means a submitted Order Form, Reservation Form or an order via Easee's online store from the Partner.
<b>Unit</b>	means one particular hardware that are (or are to be) delivered by Easee to the Partner as part of an Order.
<b>Obligated Volume</b>	means the minimum number of Units, which is indicated as a percentage in the Reservation Form, that the Partner is obliged to take delivery of under a Reservation Form.
<b>Order</b>	means an Order Request or Reservation placed by a Partner.
<b>Order Confirmation</b>	means a written confirmation that an Order has been accepted issued by Easee.
<b>Products</b>	means all the different types of hardware offered at any time under the Agreement.
<b>Reservation</b>	means a 12 months reservation of Units that have been submitted by the Partner and confirmed by Easee.
<b>End customer</b>	means a third party who buys a Unit from the Partner and/or is the end user of a Unit.
<b>Working day</b>	means Monday to Friday unless such a day is a public holiday in the Netherlands, Belgium and/or Luxemburg.
<b>Forecast</b>	means a prediction of realistically expected volume to be ordered in the upcoming 12 months submitted by the Partner.
<b>Technology</b>	software, cloud services and API's used for managing electric car charges

## **PART I - GENERAL PROVISIONS**

### **2.GENERAL PROVISIONS**

#### **2.1 APPLICABILITY GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to any Agreement, obligation, and legal relationship, including but not limited to all current and future requests, offers, instructions, Orders, Order Confirmations, deliveries, collaborations, services, and juristic acts between the Parties.

Deviations from and/or changes and/or additions to these General Terms and Conditions can only be agreed expressly and in writing by a representative of Easee authorised to do so and apply only for the specific Agreement for which they have been made. The General Terms and Conditions are fully applicable to subsequent Agreements.

General Terms and Conditions, irrespective of how they are named, of the Other Party are expressly excluded and do not apply.

In the event that the content of the Agreement deviates from the content of these General Terms and Conditions, the content of the Agreement will prevail.

These General Terms and Conditions also apply for the benefit of the employees of Easee and third parties involved by Easee in the fulfilment of the Agreement.

#### **2.2 THE RIGHT OF GROUP COMPANIES AND SUBCONTRACTORS TO PLACE ORDER REQUESTS UNDER THE AGREEMENT**

The Partner may place an Order Request In accordance with the provisions of the Agreement. Further, any affiliate or subcontractor that is listed In Appendix 2 may Issue an Order Request under the Agreement. If an Order Request Is placed by an affiliate or subcontractor, the terms of this Agreement shall apply, and the Partner shall be fully liable for any such Order Requests as If the Order Request was placed by the Partner Itself.

#### **2.3 PARTNER REQUIREMENTS**

The Partner and any entities that are granted a right to issue an Order Request in accordance with clause 2.1 must be a registered and duly incorporated legal entity, be registered in the VAT register and have good financial solidity and liquidity.

#### **2.4 CREDIT CHECK**

Easee may, after the Partner signs the Agreement, carry out a credit check of the Partner.

In case Easee has a well-founded reason to believe that the Partner will not be able to comply with Its (payment) obligations under the Agreement Easee will, at Its discretion, be entitled to terminate the Agreement immediately and without liability towards the Partner by giving written notice to the Partner.

### **3.THE PRODUCTS**

#### **3.1 GENERAL**

Easee shall provide the Partner and the legal entities that may place Order Requests under this Agreement with product sheets for the Product that may be ordered under this Agreement upon request.

A product sheet contains, among other things, product names, article numbers and product information.

Easee reserves the right to update the information, including adding new products and changing the specifications of the Products on an ongoing basis throughout the Period of Agreement. Changes in the specifications of the Products shall not adversely affect an Order.

#### **3.2 PRODUCT DOCUMENTATION**

Easee will send, upon request, all relevant documentation regarding the Products to be purchased and sold in accordance with this Agreement. All documentation must be sent no later than one (1) working week after receiving the request and must be presented in English.

#### **3.3 PRODUCT LIABILITY**

Easee is liable in accordance with the product liability legislation applicable in the country where product liability is claimed against the Partner. Easee shall not be liable for defects resulting from improper installation or damage resulting from improper use or misuse of the Unit or damage caused by external circumstances.

### **4.ORDERS**

#### **4.1 INDIVIDUAL ORDERS**

The Partner may place individual orders for Products based on the terms set out in this Agreement.

All individual orders under this Agreement must be placed using the Order Form or Easee electronic order solutions. Order Forms are to be sent electronically to *Easee Ordering* or the Partner's contact person in Easee. The Order Form to be used is contained in Appendix 3.

The Partner acknowledges that for individual orders, delivery of Units is subject to availability at the time and without any guarantee in respect of the minimum delivery time.

#### **4.2 RESERVATION FORM**

The Partner may place orders for Products in the form of a Reservation Form. The Reservation Form shall identify the number of Units the Partner, based on its best guestimate, believes that it will require in the next twelve months on a rolling basis. Only the Obligated Volume identified in the Reservation Form shall be binding for the Partner. Consequently, the Partner may adjust the number of units needed down compared to the

original number of Units Included In the Reservation Form limited to the Obligated Volume. The portion of the number of Units that are part of the Obligated Volume depends on the time remaining until delivery.

When determining the Obligated Volume, this shall always be calculated based on the Initial number of Units included In the Reservation Form for the relevant month, and not the reduced number of Units (if the Partner already has reduced the amount to be delivered in one month compared to the original number set forth in the Reservation Form).

A Reservation Form is rolling, which means that it is always valid for the next twelve months unless the Partner issues a notice stating that the Reservation Form shall cease to be rolling. If a notice is issued, the Reservation Form shall expire at the end of the month twelve months after the date of such notice. If the Partner by the end of each month does not provide a number of Units to be delivered In the same month next year (or a notice for a Reservation Form to cease to be rolling is issued), the numbers of Units included In the Reservation Form for the same month will automatically be deemed included in the Reservation Form.

If a Reservation form is submitted, Easee guarantees that the number of Units will be delivered from the time of the first delivery specified in the Order Confirmation.

#### 4.3 **ORDER CONFIRMATION**

There is no binding agreement to purchase Products until an Order Request or Reservation Form has been confirmed through an Order Confirmation. In the event that Easee does not have availability to deliver the Units according to the submitted Order Request or Reservation Form, Easee may reject the Order Request or Reservation Form. An Order Confirmation will be sent to the same e-mail account used to send the Order Request or Reservation Form or to an e-mail address specified in the Order Request/Reservation Form.

Easee undertakes to send the Order Confirmation to the Partner as soon as possible and normally no later than five (5) working days after the Order Form/Reservation Form has been received by *Easee Ordering* or the Partner's contact person in Easee.

#### 4.4 **EDITED ORDER REQUEST OR CANCELLATION OF AN ORDER REQUEST**

The Partner has the right to send an edited Order Request or cancel an Order Request, provided that such an edited Order Request or cancellation is sent to Easee via e-mail before an Order Confirmation is issued.

The edited Order Request can reduce or increase the number of specific Products that are included in the current Order Request or request that new Products be included in the current Order Request.

The Partner is not entitled to change or cancel an Order Request after the Order Confirmation has been issued.

#### 4.5 FORECAST

The Partner shall supply Easee with a rolling 12 months Forecast, the first time when entering into this Agreement. The Forecast shall represent the Partner's realistic expectations with regard to volume. The Forecast shall not be considered as an Order Request or in any other way legally bind the Partner to order the Products in the Forecast.

#### 4.6 NOTICES

Easee undertakes to notify the Partner's delivery contact person(s) as soon as possible if, due to unforeseen events, it is not possible to carry out the agreed delivery. In such cases, Easee must always propose an alternative solution, such as partial delivery. Easee will not be liable for any damages or losses suffered in such cases.

#### 4.7 PREPARATION OF DELIVERIES

The Partner and Easee shall together prepare delivery, including distribution of Products, colour choices, additional products and any special payment and delivery conditions, no later than the 1<sup>st</sup> of each month before delivery the following month.

### 5. DELIVERY

#### 5.1 INCOTERMS AND DELIVERY LOCATION

All products to be delivered according to this Agreement shall be delivered in accordance with Incoterms 2020 DAP.

#### 5.2 PRICES FOR SHIPPING AND HANDLING

All the product prices exclude shipping and handling to the Partner's central warehouse. Consequently, Easee's costs for transport from *Easee Distribution Hub* to the Partner's central warehouse or any other location agreed between the parties are subject to invoicing to the Partner. Appendix 2 contains the commercial terms and conditions for such transport services.

#### 5.3 DELIVERY TIME

The Partner must include a desired delivery week to the specified delivery location in the Order Request. If the Partner does not include a desired delivery week in the Order Request, the first available delivery week will be used as the basis for the Order Confirmation. If the Partner has requested a specific delivery week, this shall be used as the basis in the Order Confirmation unless the desired delivery week is before the first available delivery week. In that case, the first available delivery week must be confirmed in the Order Confirmation.

The earliest time for delivery of Units depends on the number of Units, Easee's inventory and general market demand. Easee may occasionally experience high demand, which may increase delivery time in certain periods.

Easee may also experience periods of reduced production due to limited access to raw materials and components, power outages or other incidents.

#### 5.4 DELAY

The Partner shall be informed as soon as possible if an Order will be delayed, and Easee shall then inform the Partner as to when delivery of the Order can be expected.

If an Order is delayed more than two months, the Partner may terminate the Order. The right to terminate an Order shall be the Partner's sole remedy in the event of a delay, unless such delay is caused by a force majeure event as mentioned in clause 14.1 of the General Terms and Conditions.

#### 5.5 DELIVERY LOCATION

All Orders must be delivered to the location specified in the Order Confirmation. The Order is delivered as an en-bloc delivery at one location, and not in parts at several locations. Any onward transport must be arranged by the Partner.

The Order shall be considered delivered upon handover to the Partner at the agreed place of delivery, and the risk shall pass to the Partner at the same time. If the Units are not handed over at the agreed place of delivery, and this is due to the Partner or circumstances on the Partner's behalf, the Partner agrees that the risk for the Units will nevertheless be transferred to the Partner at the moment the Units arrive at the agreed place of delivery. In case the Partner fails to take delivery of the Units at the agreed place of delivery any onward transportation and/or storage of the Units by or on behalf of Easee will be for the risk and account of the Partner.

#### 5.6 INSPECTION

The Partner is obliged to make a reasonable inspection upon delivery in accordance with this Agreement to check that the package list corresponds to the Order Confirmation and whether the products are damaged.

If the Partner discovers defects or external damage, this must be noted on the consignment note and signed by the Carrier. Any defects in the Units must be reported in writing to the Partner's contact person at Easee, or *Easee Sales*, no later than one week after receipt of delivery. External damage must be documented to Easee with photos.

#### 5.7 DOCUMENTATION

The documentation that accompanies the delivery is a Package Slip and possibly CMR document.

### 6. PRICES AND PAYMENT TERMS

#### 6.1 PRICES AND DISCOUNTS

The Partner's purchase prices and the applicable discount rates are specified in Appendix 2.

Unless otherwise specified in Appendix 2, all the prices are stated in EURO, excluding VAT.

## 6.2 PRICE AND/OR DISCOUNT RATE CHANGE

Easee is obliged to notify the Partner immediately in the event of price changes for Easee's products. The new price must be notified to the Partner's main contact person no later than thirty (30) days before the new price shall become effective.

The discount rate specified In Appendix 2 hereto may be amended at the discretion of Easee with thirty (30) days' notice and/or with immediate effect by mutual agreement between the Parties. In case the volume of the purchases by the Partner deviates from the volume which was foreseen between the Parties Easee reserves the right to amend the discount rate.

In the event of a price change, the new prices shall apply between the Parties from the time specified by Easee and for the remaining period of the Agreement, unless Easee makes further price changes.

## 6.3 INVOICING AND PAYMENT TERMS

Payment shall be made through invoice and within fourteen (14) calendar days.

If the invoice has not been paid by the due date, the Partner's invoice contact person will receive a payment reminder via e-mail. Easee will not send out new deliveries if the Partner has an overdue invoice.

Easee reserves the right to invoice late payment interest in accordance with article 6:119a of the Dutch Civil Code plus compensation in respect of all court and/or other costs related to the collection of payments in the amount of 15% of the sum payable with a minimum of EUR 250.00.

## 7. INTELLECTUAL PROPERTY RIGHTS AND PROPERTY RIGHTS

### 7.1 INTELLECTUAL PROPERTY RIGHTS

By signing this Agreement, the Partner does not acquire any material or intellectual property rights to the Products, the idea behind the Products, their construction, design, or trademarks. The Partner undertakes not to manufacture the Products as theirs or to market them under trademarks other than those established by Easee. This also applies to materials that are made available for marketing the Products. The Partner will not have any rights to Easee's intellectual property rights beyond the rights of use necessary to fulfil this Agreement.

For the avoidance of doubt, the Partner shall, unless the Partner has obtained written approval from Easee, not under any circumstance rebrand or include its own branding on any Units delivered by Easee. The Parties expressly agree that a breach of this clause 7.1 shall be deemed to constitute a material breach of the Agreement.



## 7.2 **PROPERTY RIGHTS**

The Units shall be considered Easee's property until the Partner fully pays all that is owed with respect to Units and/or services delivered by Easee. The risk of damage passes onto the Partner upon delivery in accordance with clause 5.5.

Until full property has been obtained, the Partner is not entitled, nor is it possible for the Partner, to alienate, pledge or otherwise encumber the concerned Products for the benefit of third parties, except if and insofar this is necessary within the context of normal operations.

The Partner will store the items delivered subject to retention of title carefully, separately, and adequately identifiable as items of Easee.

The Partner will at any time grant Easee free access to premises and/or buildings to inspect the concerned Products and to exercise its rights.

Claims with respect to the sale of Products wholly or partially belonging to Easee or benefits otherwise obtained from a violation of the retention of title as well as rights pertaining to a benefit pursuant to an insurance contract will be assigned in advance by the Partner to Easee as security.

## **8. RESALE**

### 8.1 **GENERAL**

Subject to the restrictions that follow from clause 7.1, the Partner is free to resell the Units to its own End customers, but the Units shall not be resold or marketed in a manner that could undermine the brand.

The Partner is obliged to always ensure that the product information in its own marketing materials and communications complies with Easee's official product documentation.

The Partner is obliged to meet all regulatory requirements related to the General Data Protection Regulation (GDPR) for those persons and/or companies subject to this Agreement who, directly or indirectly, create a user in Easee App, Portal, API or Cloud.

### 8.2 **MARKETS**

The Agreement is only valid in the Benelux unless otherwise expressly stated in Appendix 2.

## 9.SUPPORT

Easee offers free Partner support through the Customer Excellence Team. Such support is available Monday to Friday within normal working hours. Easee will issue support guidelines to the Partner and may be subject to change, depending on the circumstances.

Unless otherwise agreed, the Parties agree that the Partner shall provide and maintain all contact and dialogue with the End Customer and that Easee Customer Excellence Team shall be second-line support only available to the Partner, not the End Customer.

## 10.WARRANTY

### 10.1 WARRANTY PERIOD

The warranty period under this Agreement shall begin on the Installation Date. The Installation Date is the date when the Product was installed according to Easee's standards.

In case the Installation Date is not within one year after the date of delivery of a Unit In accordance with clause 5.1 hereof, the warranty period shall begin on the date which is one year after the said date of delivery of the relevant Unit. The length of this warranty is listed for each Product in each of the different Products' product sheets. A copy of the specification is available on Easee's website or upon request.

If a Unit is returned to Easee for the repair of a defect and a replacement unit is sent back, the original warranty period will not be extended.

Return shipments are at the expense and risk of the Other Party.

## 11.ERRORS AND DEFECTS

### 11.1 DEFICIENCIES

A Unit has a defect if it does not conform to the technical product specifications for the Unit (in force at the time of purchase) during the warranty period for the Unit in question. A copy of the specifications is available on Easee's website or upon request to the contact person at Easee or *Easee Sales*.

Easee shall not be liable or responsible for defects resulting from the consequence of improper use or installation, of any changes and/or repairs to the delivered Units made without the express and written consent of Easee (during the guarantee period) or any other cause other than the faultiness of the material or the manufacture, Including but not limited to damage caused by external circumstances.

### 11.2 TROUBLESHOOTING

Notification and troubleshooting of errors and deficiencies shall take place based on the routines described in clause 9.

### 11.3 REPLACING A DEFECTIVE UNIT

Easee may, at Its sole discretion, issue a procedure detailing how warranty claims should be handled, and the Partner is obliged to abide by such procedure In order to be entitled to a replacement of a defective Unit. Unless a procedure Is received, the following shall apply:

1. Upon receipt of a warranty claim, the Partner shall register the claim and contact Easee Partner Success. The Partner shall ensure that the Unit Is connected with power at Its normal place of operation as this is required In order for Easee to search for defects remotely.
2. Easee will search for defects remotely.
3. If Easee determines that (i) the defect cannot be rectified remotely, (ii) the error Is not caused by circumstances for which Easee Is responsible and (iii) that the warranty period has not elapsed, Easee will, subject to the below, provide a replacement Unit (Return&Replace). Easee will coordinate the return of the defective Unit and the shipment of a replacement Unit.
4. Upon receipt of the defective Unit, Easee will perform a root cause analysis.

If the root cause analysis determines that the Unit Is defective and Easee Is liable for the defect pursuant to clause 11.1, Easee will carry the transportation cost, the cost of the root cause analysis and the cost of the Replacement Unit.

Easee will invoice the Partner for a replacement Unit together with the transportation cost and the cost of the root cause analysis if the root cause analysis determines that the defect is caused by:

1. the End-customers incorrect use of the Unit;
2. external factors such as lightning, power disturbances or other factors that are unrelated to the Unit itself;
3. incorrect installation of the Unit not complying with the requirements set forth In the Installation guidelines Issued by Easee; or
4. wear and tear beyond that which can be expected by normal use.

Easee shall not be liable for the replacement of a Unit unless the above (or a procedure issued by Easee in accordance with the above) is complied with.

A replacement unit may be a Unit (or parts of a Unit) that Easee has repaired and upgraded and which Easee warrants that is of the same or better quality as the Unit originally purchased.

Defects must be reported through Easee's digital error registration tool.

### 11.4 SYSTEMATIC ERRORS

If systematic errors or deficiencies are detected in several Units, the Partner can return all the Units affected by such errors or deficiency. If systematic errors or deficiencies are discovered in Units delivered to other customers that may affect Units delivered to the Partner, Easee shall notify the Partner as soon as possible. Systematic errors are errors that occur with a frequency, pattern or similarity that indicates a logical regularity of errors or defects that affect several Units.

## 12. LIMITATION OF LIABILITY AND INDEMNIFICATION

Easee's liability for defects is limited to delivering a replacement unit if a defect occurs within the Warranty Period plus payment of shipping expenses.

Easee's liability shall at any time be limited to the amount for which Easee is insured and that will be paid out by the insurer under the concerned insurance.

If the insurer does not pay out or the loss is not covered by the insurance, then the liability of Easee is at any time limited to the (partial) invoice value of the concerned delivery, excluding VAT.

Easee is under no circumstance liable for consequential damage or losses, losses due to delays, loss of profits, damage to reputation, and environmental damage or claims for compliance with social insurance laws and tax laws by the Partner and/or third parties involved by the Partner. Furthermore, Easee is under no circumstance liable for damage or losses and/or fines as a consequence of the Partner or a third parties exporting goods or having goods exported, in particular not if the goods do not comply with the legal and other requirements of the country to which they are being exported. Notwithstanding any other provision of this Agreement, the partner shall assume the defense of and indemnify and hold Easee, it's officers, directors, employees, agents, contractors and/or subcontractors harmless from and against, all claims damages, claims, costs, losses and expenses arising out of or related to the Partner or the End-customers' use of Units supplied hereunder by Easee, provided that the indemnification obligations of the Partner shall not apply to any third party claim caused by any willful misconduct or negligent act or negligent failure from the part of Easee.

## 13. MARKETING

### 13.1 MARKETING MATERIALS AND BRAND MANUAL

Easee is committed to ensuring that the Easee's marketing material and Brand guidelines are up-to-date and sufficient materials are available for use in marketing communications.

The Partner is permitted to make use of Easee logos and/or registered trademarks in accordance with the brand manual and guidelines issued by Easee. Partner shall follow the Easee Brand Manual and ensure that Easee's identity is safeguarded in market communication. Easee guidelines and Brand Manual can be found at the brand portal ([download.easee.com](https://download.easee.com)).

Under no circumstances shall the Partner use co-branding material such as physical stickers on Easee units.

#### *Responsibility for marketing materials and product information*

Easee agrees to indemnify Partner for claims, losses, damages, and expenses related to Easee's marketing materials and information related to Easee's products in the event of Easee's breach of its obligations under applicable laws, rules, regulations and guidelines for the market or markets covered by the Agreement.

## 14. MISCELLANEOUS PROVISIONS

### 14.1 FORCE MAJEURE

Should an event occur beyond a Party's control which a Party should not reasonably have foreseen when an Order was entered into and which the Party in question cannot reasonably be expected to overcome or avert, the Parties' obligations will be suspended for the duration of the extraordinary situation without being liable to compensate the Other Party for any losses, costs, and interests.

On the part of Easee, force majeure shall be taken to include in any case:

- a. defects and/or breakdowns in means of transport, production equipment or energy supply;
- b. stagnation in the Netherlands and/or other countries in the supply of goods, raw materials and/or energy;
- c. non-delivery or late delivery to Easee by suppliers in the Netherlands and/or other countries;
- d. fire or other accidents in Easee's enterprise;
- e. strikes and/or not being able to dispose of sufficient or qualified persons;
- f. loss or damage to goods in transport;
- g. natural disasters or other externally originating circumstances;
- h. war(s) and other instability, sanction legislation, trade embargo(s), pandemic and other public impediments.

### 14.2 CONFIDENTIALITY

During the Term of this Agreement and for a period of three years after the expiry of the Term, the Parties agree to keep all information disclosed by other Party (the "**Confidential Information**") in confidence and not to disclose such information to any third party other than as permitted under this clause 14.2. This does not apply to:

- (a) information which the receiving Party had knowledge of at the date of receiving such information;
- (b) any information which a Party receives from a third party without any obligation of confidentiality; or
- (c) information that is or becomes part of public domain (other than by the fault of the receiving Party).

Either Party may disclose Confidential Information to a third party provided that (i) this is required to achieve this purpose of this Agreement and (ii) that such third party enters into a confidentiality agreement on no less stringent terms than this clause 14.2. Notwithstanding this, the Partner may not disclose detailed technical Information about the Products to third party without having obtained approval from Easee.

Nothing in this clause 14.2 shall be construed as to prevent the disclosure of information to the extent required as a matter of law or as ordered by a court or other public body having the right to order such disclosure.

14.3 **ASSIGNMENT**

Rights or obligations under the Agreement may not be assigned or in any way transferred to others without the written consent of the other Party. Such consent may not be unreasonably withheld.

**15. CONSEQUENTIAL LOSSES**

Neither Party shall be liable to the other for any consequential or indirect damages whatsoever. This applies regardless of whether such losses were foreseeable at the time of entering into the Agreement or an Order and irrespective of the cause.

**16. BREACH OF CONTRACT AND TERMINATION**

The Agreement is breached if one of the Parties fails to perform its obligations according to the Agreement or otherwise does not comply with its provisions.

Either Party may terminate the Agreement, Including all Orders, If the other Party is in material breach of contract provided that the other Party has issued a notice of termination and the other Party has failed to remedy the breach within a reasonable period after the notice was issued.

Either Party may terminate this Agreement Immediately if the other Party becomes insolvent, stops its payments, becomes bankrupt or enters Into court-driven reconstruction.

## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

This agreement and any disputes or controversy related to the agreement shall be governed by the laws of the Netherlands. Applicability of the UN Convention on the International Sale of Goods (CISG) is excluded.

The parties shall endeavour to resolve any dispute or controversy arising out of or under this agreement amicably through negotiations. If the parties are unable to resolve a dispute or controversy amicably, the matter may be referred to dispute resolution in accordance with the below.

**18.** All disputes and claims related to this agreement shall exclusively be referred to the competent court of the district Amsterdam for resolution.

## **PART II - SPECIAL TERMS RELATED TO SERVICES**

### **19. BACKGROUND**

Easee owns the intellectual property rights to certain software, cloud services and API's used for managing Easee's electric car charges that are made available to the Partner (the "Technology").

The Partner is granted a right to use the Technology on the terms set forth herein.

### **20. THE TECHNOLOGY**

The Technology and any appurtenant information and documentation are provided "as is". To the extent permitted by law, Easee and its suppliers disclaim all warranties and any liability, either expressed or implied, statutory or otherwise, including without limitation warranties of or liability for functionality, fitness for a particular purpose or non-infringement of third party's rights.

Easee does not warrant that the Technology will be error-free, that the use of the Technology will be uninterrupted or error-free; however, Easee will endeavour to maintain the Technology in a good working condition, free for defects and will seek to remedy any errors that may occur in the Technology as soon as practical.

Easee may, at its own discretion, update, change, amend or replace the Technology; however, Easee will not discontinue the Technology during the Term of the Agreement without having given the Partner reasonable notice.

## 21. USE OF THE TECHNOLOGY

### 21.1 RIGHT OF USE

Subject to the terms and conditions of this Agreement, Easee hereby grants to the Partner a non-exclusive, non-transferable, royalty-free, revocable, limited right during the Term of this Agreement to (i) use the Technology as an integrated part of the Partner's offerings to End-customers owning an Easee electrical vehicle charger and (ii) give End-customers the right to use the Technology as an integrated part of the Partner's offerings ("Right of use").

The Partner shall ensure that the End-customers' use of the Technology complies with this Part II of the Agreement.

### 21.2 ACCESS TO EASEE CLOUD

Easee will provide the Partner with access to Easee Cloud In accordance with Easee's standards for Partners. Easee may require the Partner to enter into supplemental agreements governing the use of such services or access.

### 21.3 RESTRICTIONS ON USE

The Partner and the End-customer(s) shall not and shall not allow any third party, unless explicitly stated in the Agreement, to:

- a) use the Technology except as expressly permitted in this Agreement;
- b) violate any laws or regulations, or rights of others;
- c) use the Technology or adherent information or documentation in a way that is harmful to others or to Easee's reputation, including by offering or disseminating fraudulent goods, content, schemes, or promotions, make-money-fast schemes, ponzi or pyramid schemes, phishing, farming, or other deceptive practices,
- d) separate the component programs of the Technology;
- e) adapt, alter, publicly display, publicly perform, translate, embed into any other product or otherwise create derivative works of, or otherwise modify the Technology;
- f) access or use the Technology for the purpose of conducting a performance test, building a competitive product or service of Easee or copying its features or user interface; interfere with the proper functioning or security of any of Easee's systems,
- g) sublicense, lease, rent, loan, or distribute the Technology;
- h) transfer the Technology to any third party;
- i) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Technology, except as permitted by applicable law; or
- j) remove, alter or obscure any proprietary notices on the Technology.



## **22.PERSONAL DATA**

In the processing of personal data, both Parties may have roles as both data controller and data processor, depending on which data is processed and how.

When acting as a data controller, personal data will be processed in accordance with the relevant party's privacy policy in force at any given time.

When acting as a data processor, personal data will be processed in accordance with instructions from the data controller. The data controller shall ensure that any personal data received from or transferred to the data processor are processed in accordance with applicable data protection law and regulations. The Parties will enter into a data processing agreement, which will further regulate the processing.

The Partner has implemented technical and organisational measures to ensure an appropriate level of security taken into account the risks related to the processing, including risks for accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

## **23.THE PARTNER'S OBLIGATIONS RELATED TO THE TECHNOLOGY**

The Partner is responsible for ensuring that any application of website or similar where the Technology is included is in accordance with the applicable legal requirements.

The Partner shall, as soon as possible, notify Easee of errors in the Technology or, in the case of lack of accessibility, send a message to Easee without undue delay.

The Partner shall take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that The Partner use to connect to and/or access the Technology.

The Partner is responsible for all use of the Technology that occurs via access the Partner has granted to the Technology.

## **24.INDEMNIFICATION BY THE PARTNER RELATED TO TECHNOLOGY**

The Partner shall indemnify Easee, its officers, directors, employees, agents, contractors and/or subcontractors against any and all damages, claims, costs, losses and expenses arising out of or related to the Partner or the End-customers' use of the Technology or any information or documentation in relation to the Technology.

## 25.EFFECTS OF TERMINATION

Upon expiration or termination of the Agreement

- (i) the Partner shall immediately cease use of Technology and information and documentation relating to the Technology; and
- (ii) the Partner shall return or destroy, as instructed by Easee, all copies and/or installed versions of the Technology and information and documentation relating to the Technology, not including copies made that needs to be kept in order to comply with law and regulation.

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