

Term and conditions for Elton Business

By submitting this form, I accept the agreement (**the "Agreement"**) between::

The company listed in the form, which I have legal authority to represent, incorporated in Norway, Denmark, Finland or Sweden under registration number, (**"Customer"**); and

Elton Mobility AS, a company incorporated in Norway under registration number 928230953, the registered office of which is at Akersgata 55 in Oslo, Norway (**"Elton"**)

(each a **"Party"** and jointly the **"Parties"**)

Background and purpose

Elton is the owner and operator of the mobile application "Elton" which provides its users with access to payment solutions, other related services for the use of electric or hybrid vehicle charging stations in Norway (the **"App"**).

The Customer wishes to offer its employees to use the App for business trips and otherwise in connection with tasks performed in connection with their work (the **"B2B Solution"**).

The Parties therefore agree to offer a solution in the App, where the Customer is invoiced for the use of the App by the employees of the Customer (the **"Authorized Users"**) on the terms and conditions set out in this Agreement.

The service

The App – general services offered to the Authorized Users

The App can further give its users recommendations and information about the location of the closest and best charger for electric and hybrid vehicle, charge the vehicle at the charging station made available in the App through Elton's partnerships with charge point operators. Partnerships with charge point operators may change from time to time.

In order to gain access to the B2B Solution, each Authorized User will first download the App on their mobile device, accept the general Elton – Terms of Service (the **"ToS"**) and create a user account directly in the App. Once a user account has been created and the Terms have been accepted, the services in the App are made available.

The App, including the B2B Solution, is offered to the Customer and the Authorized Users on an "as is" basis without any express or implied warranties. Elton shall however use best efforts to correct any issues reported by the Customer.

Use of the B2B Solution

Payment for charging sessions is done by the Authorized User directly through the App. The Authorized User will be able to use the B2B Solution as a payment option upon use of the App upon Elton's receipt of the User Access List (as defined below) on the terms of this Agreement. Elton will grant access to the B2B Solution for each User included on the list upon a customary whitelisting of such Authorized User. .

The Customer shall appropriately inform the Authorized Users that access to the B2B Solution has been granted. Notwithstanding the above, Elton shall be free to change the process and system of onboarding Authorized Users. Elton shall provide reasonable notice to the Customer prior to such changes.

Reporting to the Customer

All the Authorized User's use of the B2B Solution will be reported to the Customer continuously. The report and/or invoice shall at least include (i) e-mail and/or phone number of the Authorized User, (ii) price of the charging session, (iii) the time [and place] of the charging session, and (iv) identity of the charging station operator (the "**B2B Data**").

Changes to the App

The Customer acknowledges that the App may continuously be updated and that the services offered may be expanded, removed, modified and/or changed at Elton's sole discretion. Elton shall use reasonable efforts to notify the Customer of any changes that have a substantial impact on the B2B Solution.

The Authorized Users

The Customer shall provide Elton with a list of employees that shall have access to the B2B Solution (the "**User Account List**") and thus be considered as an "Authorized User" for the purpose of this Agreement. The User Account List shall include the phone number and/or the e-mail of each Authorized User+. As long as an Authorized User is included on the User Account List, the Customer shall pay all Fees (as defined below) and other costs incurred by Elton as a result of such Authorized User's usage of the B2B Solution.

The Customer shall have the right to make changes to the User Account List at its sole discretion. Elton shall adjust the access to the B2B Solution based on the amended User Account List within reasonable time upon receipt of the amended access list.

For the avoidance of doubt, nothing in this Agreement shall limit or otherwise amend Elton's rights available under the ToS and applicable laws vis-a-vis an Authorized User's, including in the event of a breach of the ToS by an Authorized User.

Fees and invoicing

Fees

Potential fixed, monthly fees for access to the B2B Solution are disclosed together with the Customer's choice of contents and limitations of the B2B Solution (the "**B2B Plan**"). The B2B Plan may involve a subscription term and termination notice period. The Customer shall be notified of potential changes to the fixed, monthly fees in accordance with the terms of the B2B Plan.

The current starting price for the Authorized User's use of a charging station before such user starts charging session. As Elton provides access to charge points through different charge point operators, the final price will vary depending on the charge point operator's prices from time to time and the length of the charging session. The Customer shall pay all fees accrued by

its Authorized Users' charging sessions through the B2B Solution, in addition to the monthly fees (the "**Fees**").

Invoicing

Elton shall invoice the accrued Fees on a monthly basis. All invoices shall be sent by EHF or by e-mail to the email address provided in the form.

Each invoice shall be paid within 14 days after receipt.

Elton may suspend the B2B Solution in the event of a payment default by the Customer of more than 30 days.

IPR

Elton retains all rights to intellectual property relating to the App, including the B2B Solution and the B2B Data. All intellectual property that may be developed during and resulting from this Agreement (including any tailor-made solutions made available to the Customer).

Data protection provisions

The Parties act as a separate (independent) controller for its data processing carried out under this Agreement in relation to personal data for which the Parties decide the purposes and means. The Parties shall process personal data in accordance with all applicable laws, including the GDPR. Without limiting the generality of the foregoing, to the extent data is personal data, the Customer shall:

1. ensure the lawfulness of its processing and disclosure of personal data, including legal basis;
2. ensure transparency, such as by giving prominent notice in plain language to its employees describing its processing of personal data under this Agreement;
3. ensure storage limitation, so that personal data is deleted once the data is no longer necessary for the initial purpose of the processing and information provided; and
4. respect and duly respond to data subjects' rights.

The Customer shall process and be regarded as a controller in parallel to Elton for personal data. The Customer accepts all legal, financial and regulatory responsibilities, duties and costs of any form related to the Customer's own use of personal data.

Limitations of liability

Neither Party shall be liable for any indirect or consequential damages including, without limitation, loss of profits or revenue, loss of savings or business or loss of goodwill. Notwithstanding anything stated in this Agreement, the limitations of liability shall not apply to liabilities which may arise as the result of willful misconduct or gross negligence.

Term and termination

Term

This Agreement is valid from signing. Conditions for termination are regulated by the Customers choice of B2B Plan.

Termination due to a material breach

In the event of a material breach of this Agreement by a Party (the "Defaulting Party"), the Defaulting Party shall remedy the default within 30 days after written notice of the default by the non-defaulting Party. If the Defaulting Party fails to remedy the default within the deadline, the non-defaulting Party shall be entitled to terminate the Agreement with immediate effect. The right to terminate for breach shall not prejudice or limit any other remedies available by applicable law to the non-defaulting Party.

The following shall always constitute a material breach by a party for the purpose of this section 8.2;

A breach of clause 5 (IPR);

The Party has entered negotiations for debt composition or otherwise is deemed insolvent

Effects of termination

At the time of termination;

Elton shall immediately deactivate the Customer's access code and send a final report with the B2B Data; and

The Customer immediately shall pay all incurred but unpaid fees to Elton

Miscellaneous

Confidentiality

The Parties undertake not to convey to unauthorised persons documents, data or information in any form, concerning internal relations of the other Party, the content of this Agreement or other information the revealing of which the Party has reason to suspect might harm the other Party. Personnel of the parties who are not involved in this assignment are also considered unauthorized.

Notwithstanding the above, Elton shall be entitled to refer to the relationship with the Customer in marketing material.

No assignment

Either Party may assign any or all of their rights and obligations under this Agreement to an affiliate, provided that they inform the other party reasonably in advance of such assignment. Notwithstanding the foregoing sentence, neither Party shall assign, subcontract, or otherwise transfer any or all of their rights and obligations under this Agreement without the prior written consent of the other party (which consent must not to be unreasonably withheld or delayed). The assigning party shall remain liable for the breach of the Agreement. A transfer (either through a sale, demerger, merger or otherwise) of the majority of the shares or voting rights in the Customer shall be considered as an assignment of this Agreement.

Amendments

No amendments to this Agreement shall be effective unless made in writing and signed by authorized representatives of the Parties

No partnership or joint venture

Nothing in this Agreement shall be deemed to constitute or imply any partnership or joint venture between the Parties.

Governing law and dispute resolution

This Agreement shall be governed by Norwegian law and any dispute arising out of or in relation to this Agreement shall be fully and finally settled before the Norwegian courts with venue in Oslo.