

Elton Business Solution

General terms and conditions

By submitting this form, an agreement between:

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

and

- 2) Elton Mobility AS, a company incorporated in Norway under registration number 928230953, the registered office of which is at Edvard Storms gate 2, Norway ("Elton") (each a "**Party**" and jointly the "**Parties**")

is entered into on the terms and conditions set out below (the "**Agreement**").

1 BACKGROUND AND PURPOSE

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

Elton is also the owner and operator of a business solution (the "**B2B Solution**") and an online self-service portal (the "**Elton Portal**"), providing the Customer the ability to administer and report on the employees' use of the App.

The Parties therefore agree to using the App, the B2B Solution and Elton Portal to offer a solution whereby the Customer is invoiced directly for the relevant use of the App by the employees of the Customer (the "**Authorized Users**") and for the access to and use of Elton Portal by selected Employees (the "**Administrators**" or "**Admins**").

2 THE SERVICE

2.1 Elton Portal – general services offered to Administrators

The Elton Portal allows Admins to add, edit and delete Admins and Authorized Users. It provides overview and reporting functionality of performed charging sessions by Authorized Users.

Access to the Elton Portal by the Admin is by use of log on credentials (currently email and password). Further Admins and Authorized Users may be added at the initial Admins discretion.

The Elton Portal may be accessed directly, or some or all of the same features may be accessed via API.

2.2 The App – general services offered to the Authorized Users

To access the B2B Solution in the App, each Authorized User will first download the App on their mobile device, then accept the Elton – Terms of Service (**the “ToS”**) and create a user account. Once a user account has been created in the App and accepted the ToS, the services in the App will be made available.

The App will give its users recommendations and information about the location of the closest and best available charger for electric and hybrid vehicle from the Elton affiliate charge point operators (**“CPOs”**). Partnerships with CPOs and available chargers may change from time to time.

The App, Elton Portal and 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 reasonable efforts to correct any issues appropriately reported by the Customer.

2.3 Use of the B2B Solution

To enable the Authorized Users use of the B2B Solution each user must be listed in Customers User Account List and whitelisted by Elton (as defined below in 2.6).

The Customer is responsible for and shall appropriately inform all Authorized Users that the App may be used and after the user has taken the necessary steps, when access to the B2B Solution has been granted.

Elton grants the Customer a limited, revocable, non-transferable license to market Elton and the B2B Solution for the purpose of providing Authorized Users access to this service

Elton is free to change the process and system of onboarding Authorized Users with reasonable notice to the Customer.

2.4 Reporting to the Customer

All the Authorized User’s use of the B2B Solution will be accessible for Admins in a report in the Elton Portal. The report shall include(i) phone number of the Authorized User, (ii) price of the charging session, and (iii) the time [and place] of the charging session (the **“B2B Data”**).

2.5 Changes to the App and Elton Portal

The Customer acknowledges that the App, B2B Solution and Elton Portal is updated from time to time and that the functionality and services offered may be expanded, restricted, modified and/or changed at Elton’s sole discretion.

Elton shall notify the Customer of any changes that have a significant impact on the Customer, including updates and changes to these General terms and conditions.

2.6 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 is provided directly in Elton Portal. The User Account List shall at least include the phone number 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 and obligation to maintain a correct User Account List at all times. The User Account list is edited by Customer Admins in the Elton Portal. Elton shall update the access privileges to the B2B Solution in the App based on the at all times latest amended User Account List in real time upon receipt of an amended User Account 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, including in the event of a breach of the ToS by an Authorized User.

3 FEES AND INVOICING

3.1 Fees

All fees for access to and use of the B2B Solution (the "**Fees**") are disclosed in the app and together with the Customer's choice, or Elton's offer, of contents and limitations of the B2B Solution (the "**B2B Plan**"). The B2B Plan may also state a subscription term and termination notice period.

The Customer shall be reasonably notified of changes to the fixed or variable monthly fees in the B2B Plan.

The charging price for an Authorised User is stated in the App before the charging session starts. Elton provides access to charge points through different charge point operators, and the final price may vary depending on the charge point operator's prices from time to time and the duration 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.

3.2 Invoicing

Elton invoices on a monthly basis and payable per 7 days. All invoices shall be sent by EHF or by e-mail to the email address provided in the form.

Charging sessions in foreign currencies may be invoiced as local currency, calculated using the exchange rate at time of invoicing.

Elton may deny or suspend access to or use of the B2B Solution in the event of a payment default by the Customer, suspected malicious use, suspected identity theft and otherwise at Elton's discretion. If Customer provides documentation that removes Elton's reasons for the suspension Elton is obliged to undertake a good faith review of these and act reasonably but is never obliged to take further credit risk.

4 INTELLECTUAL PROPERTY RIGHTS AND KNOW HOW

Elton retains all rights exclusively to the intellectual property and specific know how associated with the App, B2B Solution, Elton Portal, website, and B2B Data. Any intellectual property developed under or as a result of this Agreement—including any custom elements provided to the Customer—shall be the sole property of Elton, with full ownership and title rights.

5 DATA PROTECTION PROVISIONS

The Parties act as independent controllers with respect to data processing conducted under this Agreement, each determining the purposes and means of processing personal data within its own scope. Both Parties shall process personal data in compliance with all applicable laws, including the GDPR. Without limiting the generality of this obligation, where data constitutes personal data, the Customer shall:

1. Ensure the legality of its processing and disclosure of personal data, including establishing a valid legal basis;
2. Provide transparency by giving clear, accessible notice to its employees, explaining in plain language how personal data is processed under this Agreement;
3. Adhere to storage limitations by deleting personal data once it is no longer required for the original purpose for which it was collected and processed; and
4. Respect and respond appropriately to data subjects' rights.

The Customer shall process personal data as a separate controller, parallel to Elton, and assumes full legal, financial, and regulatory responsibilities, obligations, and costs related to its use of personal data.

6 LIMITATIONS OF LIABILITY

Neither Party shall be liable for any indirect or consequential loss or damages including, without limitation, loss of profits or revenue, loss of savings or business or loss of goodwill.

The limitations of liability shall not apply to liabilities which arise as the result of willful misconduct or gross negligence.

7 TERM AND TERMINATION

7.1 Term

This Agreement is valid from the date of signing and shall renew at each calendar year roll over for the next calendar year unless terminated in writing no later than October 1st each year.

7.2 Termination due to a material breach

In the event of a material breach of this Agreement by a 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, hereunder suspending all services.

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

- A breach of clause 4 (IPR);
- The Party has entered negotiations for debt composition or otherwise is deemed insolvent

7.3 Certain effects of termination

Elton will deactivate the Customer's and Authorized Users access to the B2B Solution; and at the time of termination, subject to invoicing by Elton, which may follow the ordinary invoicing routine, the Customer shall pay all outstanding amounts and fees owed to Elton.

8 MISCELLANEOUS

8.1 Confidentiality

The receiving Party agrees to keep all information disclosed by the disclosing Party, whether written, electronic, oral, or otherwise, strictly confidential. This information includes, but is not limited to, any business, technical, or financial data shared in connection with this Agreement. The receiving Party will not disclose, copy, or use such information for any purpose other than as necessary to fulfill its obligations under this Agreement, internally or externally, unless the prior written consent from the disclosing Party has been obtained.

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

8.2 No assignment

Either Party may assign its rights and obligations under this Agreement to an affiliate, provided that it gives reasonable prior notice to the other party. Any other assignment, subcontract, or transfer of rights and obligations under this Agreement to a third party requires the prior written consent of the other party, which shall not be unreasonably withheld or delayed. The assigning party remains liable for any breach of the Agreement following such assignment.

For the purposes of this clause, any transfer of majority shares or voting rights in the Customer, whether through sale, merger, demerger, or otherwise, will be treated as an assignment of this Agreement and will require compliance with the consent provisions set out above.

8.3 Amendments

No amendments to this Agreement shall be effective unless made in writing.

These general terms and conditions are updated from time to time and are binding and effective in the at all times latest version, available at Elton's website. Unless a significant change that effects the Customer is made, there is no obligation to notify the Customer.

8.4 Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to natural disasters, war, terrorism, government actions, labour disputes, pandemics, or failures in public infrastructure (each, a "Force Majeure Event"). The affected Party shall promptly notify the other Party in writing upon the occurrence of a Force Majeure Event and shall use reasonable efforts to mitigate its impact. If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

8.5 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.