

Q8 electric General Terms and Conditions

Introduction to General Terms and Conditions

These Q8 electric General Terms and Conditions govern the relationship between the Parties concerning the use of services and products provided by Kuwait Petroleum (KP). This document is divided into six distinct sections for your convenience and ease of reading:

Section 1 Q8 electric General Terms and Conditions	This section describes the main framework of terms and conditions governs the relationship between KP as the main service provider and you, the Customer.
Section 2 General Platform Terms of Use	These terms govern the terms with regards to billings services provider by our partner Last Mile Solutions
Section 3 Data Processing Addendum	This addendum describes the data processing obligations of KP in its role as controller pursuant to the General Data Protection Regulation (GDPR), in relation to personal data of the Customer or its Cardholders when providing the services covered by these Q8 electric General Terms and Conditions.
Section 4 Special General Terms and Conditions for the sale of charging stations and optional products and services for companies and professional customers	This section governs the terms and conditions of charging station installation and other services, provided by our partner 50five.
Section 5 Special General Terms and Conditions for the Provision of Maintenance Services for Businesses and Professional Clients	This section is specific for maintenance services provided by our partner 50five.
Section 6 Definitions	This section groups all definitions used

By accessing and utilizing the services offered by KP, you acknowledge that you have read, understood, and agree to be bound by these General Terms and Conditions, including its annexes and Sections 2 through 5.

Please be advised that our services are provided by different commercial partners, LMS and 50five. As a result, there may be variations in the terminology used. For your convenience, an overview of the definitions can be found in Section 6.

Section 1:

Q8 electric General Terms and Conditions

Section 1 : Q8 electric General Terms and Conditions

1. GENERAL

- 1.1 These General Terms and Conditions ("Agreement") govern all quotations and orders for Q8 electric Services provided by KP. They do not apply to Charging Stations, which are covered by separate Special Terms and Conditions.
- 1.2 Along with the Registration Form, Application Confirmation, Confirmation of Participation, and any Special Terms and Conditions, these General Terms and Conditions form the complete agreement for Q8 electric Services. This Agreement replaces all prior related notifications, arrangements, and agreements.
- 1.3 The Customer explicitly confirms having read, acknowledged, and accepted the General Terms and Conditions. Any amendments to the Agreement must be made in writing with the consent of both Parties. Additionally, the General Platform Terms of Use of Threeforce BV (LMS), as specified in Section 2, are applicable. Certain rights and obligations under the Agreement are delegated to LMS, as outlined in Article 12. In the event of a conflict between the Agreement and a provision in the Sections 2 through 5, the General Terms and Conditions shall prevail unless specified otherwise. With regards to LMS' liability, payment terms, partial transfer, and specific rights and obligations related to LMS, Section 2 shall take precedence over this Agreement in case of any conflict.

2. CUSTOMERS

- 2.1 Customers can apply for Q8 electric Services by completing the Registration Form, accepting all relevant terms and conditions, and confirming their application to KP. The provision of services is as follows:
 - Home Charging Services: New Platform (if applicable) and associated Q8 electric Card.
 - Office/Public Charging Services: New Platform, Q8 electric Card, and Q8 electric Business App.
- 2.2 The Agreement starts when KP sends the Confirmation of Participation. Customers and Cardholders will receive a Username and Password for the Platform and Q8 electric Business App during the Agreement period. Cardholders set their Password upon registration in the App. KP may deny or conditionally approve applications based on factors such as inaccuracies or required Securities.
- 2.3 Customers must ensure all information provided to KP is up to date, complete, and accurate throughout the Agreement. Any changes must be reported immediately in writing .
- 2.4 The Customer is obligated to communicate the General Terms and Conditions (including Section 3) and any applicable Special Terms and Conditions to the Cardholders and ensure their adherence. The Customer must guarantee that the Cardholders consistently comply with the General Terms and Conditions and any Special Terms and Conditions as if they were Customers under this Agreement. The Customer must verify that they (i) have obtained all necessary consents from individuals (including Cardholders) concerning the provision of Q8 electric Services by KP, including the processing of personal data; and (ii) will provide all necessary information to individuals (including Cardholders) as required or desired periodically to enable the Customer and KP to adhere to applicable legislation and regulations, including GDPR. The Customer acknowledges, and confirms that each of their Cardholders acknowledges the Data Processing Addendum outlined in Section 3.

3. PROVISION OF THE Q8 ELECTRIC SERVICES AND SCOPE

- 3.1 KP will make reasonable efforts to provide the Q8 electric Services to the Customer in accordance with this Agreement. Commitments are not contingent upon achieving specific results, KPIs, or SLA conditions unless expressly agreed otherwise.
- 3.2 Without prejudice to KP's other rights, KP may at any time, without judicial intervention, notice of default or payment of compensation, suspend the provision of the Q8 electric Services in whole or in part if the Customer fails to comply with one or more obligations under this Agreement, or should other circumstances arise that justify immediate suspension of the Agreement (such as excessive use of or data exchange to or from the Q8 electric Services).
- 3.3 Q8 electric Services include:
- (i) Charging Services at public charging points within the Network,
 - (ii) Use of Charging Cards and/or use of Q8 electric Business App,
 - (iii) Hosting Subscription Services, including roaming services and access for MSPs. The service allows for remote management, monitoring, and settlement of Charging Sessions. It ensures connectivity between the charging point and the Platform, enabling CDR uploads and Charging Services for EV drivers at public Charging Stations within the Network (including the Q8 electric Network).
 - (iv) Home Charging Services,
 - (v) Office charging services,
 - (vi) Helpdesk services,
 - (vii) Charging with no registration nor log in as detailed at article 20 of the terms herein
- 3.4 The availability of Charging Services within the Network is subject to:
- (i) Access via the Q8 electric Business App and/or Charging Card.
 - (ii) Charging Services as per each station's hours displayed on the Platform and in the Q8 electric Business App.
 - (iii) Initiation and termination of sessions using the Q8 electric Business App buttons ("Start charging", "Stop charging").
 - (iv) The availability of Charging Stations may change due to factors such as partner agreements, and stations may be removed from the Network at any time.
- 3.5 While using the Charging Station, Customers and Cardholders must:
- (i) Adhere to KP, LMS, CSO/CPO, and all applicable legal (including safety) regulations for charging.
 - (ii) Operate Charging Station equipment safely and follow instructions provided at the station or by on-site personnel (if present).
 - (iii) Utilize the parking spot exclusively during charging and ensure it is accessible for other EV drivers.
- 3.6 Obligations of Customers:
- a. As CPOs/CSOs, Customers must register their Charging Stations on the Platform, allow access to KP, LMS, and authorized MSPs and KP contractors, and ensure they can grant such access and collect fees, and to allow configuration if necessary.
 - b. By accepting this Agreement, Customers authorize KP and LMS to provide access to Charging Stations and related data within the Network and Partner Network.
 - c. CPOs/CSOs are responsible for the safe operation, maintenance, compliance, repair, inspection, and legal instructions of Charging Stations and related equipment.
 - d. Customers must supply energy for charging and properly mark Charging Stations.
 - e. Providing access and energy means Customers supply energy to KP, LMS, or other MSPs operating within the Partner Network to offer Charging Services.

- f. KP does not guarantee Charging Station density, availability, or power supply due to CSO/CPO duties.
- g. Charging Stations must comply with OCPP standards and include a SIM card from KP.
- h. CPOs/CSOs must ensure proper marking, legal/technical compliance, and continuous energy supply for Charging Stations.
- i. Hosting Subscription Services support the roles of CPOs/CSOs without transferring legal responsibilities connected with such roles to the service provider. Remuneration for public Charging Stations will be paid based on invoices issued under self-billing authorizations as per Section 2.

4. ALLOCATION OF CHARGING CARDS

- 4.1 Q8 electric Cards will be sent to the specified address on the Platform within seven calendar days.
- 4.2 Customers must pay KP the applicable charges for each Q8 electric Card issued. If, for whatever reason, a Q8 electric Card must be replaced, KP reserves the right to charge the same cost. Customers can create additional accounts for Cardholders via the Platform by following the steps and completing the required fields. Cardholders will receive a separate email (to the address provided by the Customer on the Platform) with their Username and instructions to set a Password for the Q8 electric Business App. Cardholders are considered authorised by the Customer to use the Q8 electric Card. The Customer is responsible for ensuring that no Q8 electric Card remains in the possession of an individual who is no longer authorised to use it.
- 4.3 Cardholders need a compatible mobile device with internet access for the Q8 electric Business App. If a Password is compromised, the Cardholder is required to change it immediately and inform KP. Q8 electric Cards are KP's property, but risk transfers to the Cardholder upon dispatch by or on behalf of KP. The Q8 electric Cards must not be left unattended in vehicles or any other location. The Customer is responsible for any charging sessions that occurs if their mobile device/card is left unattended or stolen.
- 4.4 In the event of loss, theft, or misuse of a Charging Card, the Customer should block the Charging Card immediately. The Customer remains responsible for all Q8 electric Services purchased up to 48 hours after blocking the Charging Card. The Customer may block a Charging Card at any time for any reason in accordance with the procedure described in Article 8.
- 4.5 The Customer guarantees to KP that their Charging Cards will not be forged, copied, or modified in any way. The Customer shall be liable for all purchases made using a forged, copied, or modified Q8 electric Card, as well as for any other damage arising from the wrongful use of Charging Cards after their despatch to the Customer or Cardholders.

5. USE OF A CHARGING CARD AND Q8 ELECTRIC CARD

- 5.1 The Charging Card is for personal use by the Cardholder to purchase Charging Services within agreed limits. The Customer pays for all services used. Cardholders must activate their Q8 electric Cards as instructed..
- 5.2 Charging Stations may be used only in accordance with the instructions made available by the Charging Station Owner or at the Charging Station location. Other than in the event for blocking, suspension, or termination as per General Terms and Conditions, the Charging Card grants access to the Network's stations, acting as an authentication tool

- 5.3 The Customer shall be required to report any faults with respect to Charging Stations and the Q8 electric Services immediately to KP via the Q8 electric Business App, the Platform, or the Webform. Under no circumstances may the Customer take advantage of any faults.
- 5.4 The terms and conditions of the operator of the respective Charging Station shall apply to the use of Charging Stations in the Partner Network (including, but not limited to, settling charging transactions and processing the Cardholder's data). The Customer/Cardholder is required to acquaint and comply with these terms. KP may not be held liable by the Customer for any damage suffered by the Customer or the Cardholders due to a failure to comply with the terms and conditions of the operator of the Charging Stations within the Partner Network. The Customer shall indemnify KP against any claim from a member of the Partner Network arising from the failure to comply with such terms and conditions.
- 5.5 KP provides no guarantee on the density, accessibility or availability of the Charging Stations. In addition, KP provides no guarantee that the Charging Stations in the Network will operate or be available at all times without interruption and/or failure.
- 5.6 KP will make every reasonable effort to regularly update the overview of the Charging Stations in the Network on the Website, on the Q8 electric Business App and/or on the Platform. KP provides no guarantee concerning the accuracy of the information posted and it shall be entitled to add or remove Charging Stations at any time.
- 5.7 The Customer will provide all cooperation and data, documentation and consents required for KP to comply with its obligations under applicable legislation or its agreements with third parties necessary for the provision of the Q8 electric Services.
- 5.8 All public Charging Stations registered on the Platform are included in the Partner Network (including the LMS network). Customers registered on the Platform as CPO or CSO of a Charging Station agree to include this Charging Station in the Partner Network and grant access to KP, LMS or other MSPs authorised by them or included in the Partner Network for the purpose of providing the Charging Services, in exchange for the fee. The Customer warrants their entitlement to provide such access and collect the fee therefor (as applicable).
- 5.9 By accepting this Agreement, the Customer authorises KP and LMS to grant further access to such Charging Stations within the Partner Network and to grant access to the data on the Charging Stations to such entities.
- 5.10 Customers registered on the Platform as CPO or CSO of a Charging Station are responsible for the technically correct and safe operation and maintenance of the Charging Station and its devices or equipment (such as payment terminals if required by law). They must provide the relevant instructions as required by law and as agreed with KP, comply with all technical requirements, perform repairs and technical inspections (if required), and adhere to all applicable legal provisions and generally accepted rules of technology.
- 5.11 The Customer must provide the Charging Station with energy for charging electric vehicles and correctly label the station. By doing so, they supply energy (within the meaning of the VAT provisions) to KP, LMS, or another MSP within the Partner Network, enabling the provision of the Charging Service to the Customer's Charging Station.
- 5.12 Due to the scope of the duties of CSOs/CPOs, KP provides no guarantee to its users as to Charging Station density and/or accessibility and/or uninterrupted energy supply.
- 5.13 To fall under Q8 electric Services for the New Platform, the Charging Stations must comply with the communication standards required for the New Platform (i.e. OCPP communication protocol) and be equipped with a SIM card provided by or on behalf of KP.

6. HOME CHARGING SERVICES

- 6.1 The Customer must ensure all data processed, stored, and transferred to KP is current, complete, accurate, and free from malware.
- 6.2 If KP offers Cardholders the possibility of allowing third parties to charge at Charging Stations installed at their homes ('home chargers'), the Cardholders will only allow household members registered at their home to do this. Usage of Q8 electric Card by the Cardholders is always subject to the terms agreed between the Customer and the Cardholder. The Customer shall guarantee Cardholders' compliance with this provision and indemnify KP against the consequences of non-compliance with it.

7. BLOCKING OF CHARGING CARDS

Blocking by or at the request of Customer:	(i) The Customer has the right to have a Q8 electric Card blocked at any time for any reason. If a Cardholder is no longer authorised or a Q8 electric Card or smartphone with the Q8 electric Business App is lost or stolen, the Q8 electric Card must certainly be blocked. (ii) A request to block a Q8 electric Card must be made by telephone to KP Customer Services (via the contact details available on the website and in Article 14 of the General Terms and Conditions). The Customer must provide the following to help to identify the concerned Q8 electric Card: - the full Q8 electric Card number - personal identification data that may help identify the Q8 electric Card. (iii) Any incorrect information may result in the wrong Q8 electric Card being blocked; in which case the Customer alone will be liable for any Q8 electric Services purchased with the Q8 electric Card that was meant to be blocked. (iv) Any telephone request by the Customer to KP must subsequently be confirmed in writing to KP as soon as possible. The Customer will cease to be liable for Q8 electric Services purchased with the blocked Q8 electric Card only from the moment of receipt by KP of the written confirmation. (v) KP will make reasonable efforts to block the Q8 electric Card within twenty-four (24) hours of the Customer's written request. (vi) The Customer can also use the Platform to block a Q8 electric Card themselves in accordance with the arrangements described in the documentation made available to the Customer.
Blocking by KP:	Without prejudice to any other rights that KP may have under the Agreement, the law or otherwise, KP has the right at any time to immediately block a Q8 electric Card and request its return (and/or refuse to re-issue, replace or renew a Q8 electric Card): (i) if the Customer fails to pay invoices at the latest by the due date of the payment period. (ii) if the Customer's invoices are paid by a third party without a specific written agreement between the Parties and this third party. (iii) if the Customer has reached the Credit Limit. (iv) if the Securities provided by the Customer to KP do not provide sufficient security, have expired, have become insufficient, or have been withdrawn or modified without KP's prior written consent. (v) in the situations described in Article 12.3. (vi) in case of fraudulent use or any other problem where the security of the Q8 electric Card is compromised.

	(vii) if the Q8 electric Card has not been used for a continuous period of twelve (12) months. (viii) if the Q8 electric Card is found to be defective; and/or (ix) in case of unauthorised use of the Means of Access.
--	---

8. LIMITS FOR PURCHASES AND CREDIT LIMIT

- 8.1 Customers categorised as Q8 Liberty, small and large business customers are subject to the provisions of the Q8 Liberty agreement regarding the limit for purchases, the limit for installations and the Credit Limit. These limits apply cumulatively for purchases via the Q8 electric Card, the Q8 Liberty Card and Mobile Fuelling (as defined in the general terms and conditions for Q8 Liberty Cards), and for installations.
- 8.2 For Customers categorised as small and large business customers, the Credit Limit is determined by KP on the basis of various factors (e.g. frequency of invoicing, creditworthiness of the Customer, size of the Security provided, etc.) and may be changed by KP at any time, with no need for KP to give reasons.
- 8.3 When establishing the Credit Limit and during its term, KP shall reserve the right to require a Security from the Customer. The provision of a Security does not affect the Customer's liability under the Agreement. The Customer undertakes to inform KP in writing of any change in its activities, company or group structure and/or estimated annual volume that may necessitate a change in the Credit Limit in order to avoid a possible blocking of the Q8 electric Cards.
- 8.4 Without prejudice to any other rights of KP under the Agreement or in law, if the Security provided by the Customer has expired, become insufficient, or been withdrawn or modified without KP's prior written consent, KP shall be entitled, at its discretion, subject to a written notice, to request the Customer to immediately (a) pay invoices for which the payment term has not yet expired; (b) provide additional Security and/or increase existing Security; and/or (c) accept a change in commercial terms (such as the payment term and discounts). If the Customer does not comply with these requirements, KP shall have the right to terminate the Agreement with immediate effect in accordance with Article 12.3.
- 8.5 Upon termination of the Agreement, KP will release the Security on condition that all of the Customer's obligations under the Agreement have been fulfilled. Until such time as the Security is released, the Security provided by the Customer may be used by KP to offset any amounts owed by the Customer to KP or its affiliates.

9. PRICES

- 9.1 With the exception of the rates for the charging sessions, the agreed prices for the Q8 electric Services can be found on the Platform or, as the case may be, in the Confirmation of Participation, confirmed quotes or the Special Terms and Conditions.
- 9.2 The applicable rates for a charging session may consist of various price components (for example per kWh, per charging session, per minute and in some cases supplemented by an idle fee; and vary per Charging Station. The applicable rate for a charging point are posted on the Q8 electric Business App. Unless specified otherwise, the prices indicated will be increased by any applicable taxes, duties and/or levies of whatever nature, as well as any transport, delivery or insurance costs applicable to the Q8 electric Services in question.

- 9.3 KP reserves the right to adjust the prices for Q8 electric Services at any time in response to increases in taxes or other mandatory charges imposed by the government, including those introduced after the Agreement has been concluded.
- 9.4 KP shall further be entitled to unilaterally adjust the applicable prices for the Q8 electric Services at any time after this Agreement has come into effect, in accordance with the provisions of Article 17 of the Agreement.

10. INVOICING AND PAYMENT

- 10.1 Unless agreed otherwise in writing, payments must be made via the payment method that has been registered in the Q8 electric Business App or via the Platform.
- 10.2 With reference to the New Platform Services the following payment terms shall apply:

A. Payment terms for payment for Charging Services to be paid by Customers:	
Our standard payment term is fourteen (14) days from the date of the invoice unless individually agreed payment term applies that has been agreed with KP or LMS.; A maximum payment term of thirty (30) days may be permitted by KP, but KP is not obliged to do so.	
B. Payment terms for any other payments for services required from Customers (including but not limited to Hosting Services and Home Charging Services):	
Our standard payment term is fourteen (14) days from the date of the invoice unless individually agreed payment term applies that has been agreed with KP or LMS.; A maximum payment term of thirty (30) days may be permitted by KP, but KP is not obliged to do so.	
C. Payment terms for remuneration to CSOs/CPOs hereunder or any other payments which are made to Customers:	
Any payments of remuneration to the Customer or any other payment to the Customer (from KP or LMS, whichever applies) will be made within forty-five (45) days from the date of the invoice.	
D. Payment terms for reimbursement of charging costs to be paid to cardholders (in the case of home reimbursement services):	
Cardholder	Payments of Home Charging Services (in the case of home reimbursement services) to cardholders will be made within thirty (30) days from the date of the invoice.

- 10.3 Administrative Fee: In the event that the delivered data for the Platform is incorrect and does not comply with the terms of this Agreement, resulting in the need to correct or adjust the invoice issued by LMS to such Customer or any other Charging Network participant (i.e., the owner and/or operator of the Charging Station within the Network) based on such data, KP shall be entitled to charge the Customer an administrative fee for each invoice correction or adjustment. This fee compensates for the additional administrative process conducted by KP and LMS. If multiple errors occur in the invoice issued for the same Network participant due to inaccuracies as specified in this clause, or if several invoices issued for the same Network participant are affected by the same error, the administrative fee shall be charged once, provided that all such errors and inaccuracies are reported by the Customer before the adjustment of the invoice is made and can be addressed in one adjustment procedure. In such cases, the adjustment request is treated as a single request. The administrative fee shall amount to EUR 75 net per correction request concerning the same Customer or other Network participant.

10.4 General VAT approach (to be used when invoicing):

a) For VAT purposes and based on the Guidelines of the EU VAT Committee (Guidelines resulting from the 118th meeting of 19 April 2021, Document C, taxud.c.1 (2021) 6657618-1018) and the ruling of the European Court of Justice dated 20 April 2023 (case C-282/22), KP shall take the position that – in connection with the Charging Services connected with such transactions - KP is considered to supply goods to LMS and LMS in turn is considered to supply goods to the Customer to the extent relevant in relation to Parties performing Charging Services and to collect payments therefore.

b) As a result, the relevant Customer will be invoiced by LMS for the supply of such goods and LMS will invoice KP – by means of self-billing – for the supply of such goods to LMS.

10.5 Invoicing by and payment to LMS (in case where partial transfer described in Article 11 applies).

(i) With respect to services under the New Platform, payment will be made by the Customer to LMS in accordance with the provisions of Article 11.

(ii) LMS will invoice the Customer in its own name, on its own account and at its own risk.

(iii) Payment by the Customer must be made within a standard period of 14 (fourteen) calendar days, or after the receipt of (written) consent from KP within 30 (thirty) calendar days from the invoice date for the service under the New Platform invoiced by LMS in accordance with the provisions of Article 12.

(iv) LMS will reimburse the Customer's Cardholders as part of the Home Charging Services within 30 (thirty) calendar days from the date of LMS's settlement document for Home Charging Services under the New Platform invoiced by LMS in accordance with the provisions of Article 11.

(v) Remuneration payable by LMS to the Customer being CSO or CPO hereunder or any other payments made to the Customer by LMS will be made 45 (forty-five) days from the invoice date (in case it is connected with the services under the New Platform invoiced by LMS in accordance with the provisions of Article 11).

10.6 Without prejudice to the provisions of Article 11.11, the Customer shall address any dispute as to the correctness of an invoice from LMS to KP. The Customer and KP will jointly try to settle the dispute about the correctness of the invoice.

10.7 Unless agreed otherwise in writing, the Customer accepts that KP or LMS will send all invoices to be issued electronically, via the email address provided in the Q8 electric Business App, on the Platform or on the Registration form. KP shall nevertheless be entitled to issue paper invoices. The Customer acknowledges responsibility for compliance with all legal requirements applicable to the receipt and retention of invoices.

10.8 The Customer undertakes to check every invoice and every direct debit carefully. Any disputes regarding an invoice or direct debit must be notified to KP in writing within five (5) working days of the invoice date or direct debit, by registered letter or via the Webform, including in relation to invoices issued by LMS. Failure to do so shall result in the dispute being late and not acceptable. If the dispute is justified, KP will refund any excess amount charged. The Customer shall not be entitled to suspend its payment even when the invoice is disputed.

10.9 A contractual interest of 10% per year, calculated from the due date of payment up to and including the date of payment, will be due by operation of law and without notice of default being required in the event the Customer fails to pay the due amount within the agreed payment term. Where legally permitted, KP shall be entitled to charge an administration fee of minimum EUR 15 excl. VAT per reminder. The Customer's right to offset payments against debts is expressly excluded.

10.10 If the Parties have already signed a Q8 Liberty agreement, however, the consumption of Charging Services may be included in the fuel costs, unless agreed otherwise.

- 10.11 Failure by the Customer to pay an invoice from LMS shall result in the process as set out in Annex 1 being followed.

11. PARTIAL TRANSFER TO LMS

- 11.1. The Customer expressly agrees that the part of KP's rights and obligations towards the Customer under the Agreement relating to the provision of the following services to be rendered through the New Platform will be transferred to LMS:

- (i) Charging Services at the public Charging Stations within the Network, including the related obligation to KB for payment and KP's obligation to provide the Charging Service, as well as billing and collection of payments,
- (ii) office Charging Services at the office (public, semi-public or non-public) Charging Stations, including the related obligation to KB for payment and KP's obligation to provide the Charging Service, as well as billing and collection of payments,
- (iii) Hosting Subscription Services, including the related obligation to KB for payment and KP's obligation to provide the service, provide roaming services and access to the Customer's public Charging Station to the MSPs operating within the Network, including Partner Network, for the purpose of their Charging Services provided to their Cardholders, as well as the billing and collection of fees,
- (iv) Home Charging Services including the billing and collection of the related payment obligation to KP and KP's obligation to pay Cardholders of the Customer,

The following rights and obligations will be transferred:

- (i) obligations of KP and corresponding claims against the Customer for the abovementioned services through the New Platform.
- (ii) the right to invoice and collect payments relating thereto in its own name and at its own risk (which will therefore not subsequently be collected by KP).
- (iii) the obligation to pay Cardholders of the Customer for Home Charging Services through the New Platform in accordance with Article 11.5.

The Customer is hereby notified of the partial transfer. Therefore, in the context of the performance of its role in connection with the partial transfer of rights and obligations from KP to LMS, LMS shall be authorised by the Customer to collect payments from them by means of a direct debit, if this payment method applies to this Agreement.

For the avoidance of misunderstanding, services provided through the Existing Platform are excluded from the partial transfer set out in this article.

- 11.1.1. This partial transfer will have no further effect on the other terms of the Q8 electric Services provided by KP to the Customer under this Agreement. Any payment terms, warranties and other provisions in this Agreement that may apply to this partial transfer will not change as a result and will remain expressly applicable regardless of the partial transfer.
- 11.1.2. The partial transfer shall take place only to the extent set out above and will in no case include any entity other than LMS. In other respects, the Agreement shall remain in force between KP and the Customer.

12. AGREEMENT DURATION AND TERMINATION

- 12.1. In respect of Customers categorised as Q8 Liberty, small and large business customers, the Agreement in respect of Home Charging Services will be entered into under the condition precedent of the conclusion of an agreement between the Customer and a third-party supplier of Charging Stations designated by KP.
- 12.2. The Agreement is entered into for an indefinite period, unless specified otherwise. Both KP and the Customer shall be entitled to terminate the Agreement in writing at any time by registered letter with a notice period of thirty (30) calendar days. Within the scope of the partial transfer described in Article 12 of this Agreement, LMS is also authorized to terminate this Agreement. In case KP decides to transfer the Agreement, in whole or in part, or any rights or obligations arising from the Agreement, to a member of the Kuwait Petroleum Group in accordance with Article 20.4, and the Customer does not consent to any such transfer, the latter will be entitled to terminate the Agreement immediately in writing by registered letter without a notice period.
- 12.3. KP shall be entitled to terminate the Agreement unilaterally, in whole or in part, at any time, without judicial intervention, without a notice period and without payment of compensation in the following circumstances, without prejudice to KP's entitlement to claim damages:
- (i) if the Customer or any of the Cardholders fails to comply with one or more of the obligations under this Agreement, and, where the default can be rectified, remains in default following a period of ten (10) calendar days after notice of default was sent by registered letter.
 - (ii) in the event of the Customer's non-compliance with any of their payment obligations during a reasonable period after the invoice's due date.
 - (iii) if there are serious indications, in the opinion of KP, of the insufficient solvency of the Customer.
 - (iv) in the event that KP does not receive authorisation for payment within a period of five (5) calendar days after the entry into force of this Agreement, or in the event that such authorisation is discontinued or at risk of being discontinued.
 - (v) in the event of a moratorium or suspension of payments, debt rescheduling or settlement with creditors of the Customer obtained by or in respect of the Customer, or in the event that steps are taken to obtain or enter into the same or other procedures commenced in respect of the Customer under any law, regulation or procedure relating to the reorganisation, moratorium or suspension of payments, debt rescheduling or settlement.
 - (vi) in the event that a petition, writ of summons or other means of commencement is filed with the court, or an order, judgement, writ of mandamus or any other decision is made or issued in respect of the liquidation, bankruptcy, receivership or winding up of the Customer, or in the event of the Customer's manifest insolvency.
 - (vii) in the event that the Customer is, or has been declared or deemed to be, insolvent.
 - (viii) in the event that the Customer will be or is involved in an event analogous to those set out in Articles 13.3 (vi) 13.3 (vii) to in any jurisdiction.
 - (ix) in the event that the bank direct debit provided by the Customer is discontinued or at risk of being discontinued.
 - (x) in the event that the Customer has reached the Credit Limit determined in accordance with Article 9 (Limit for purchases and Credit Limit);
 - (xi) in the event of fraudulent use of a Charging Card or any problem that compromises the security of the Charging Card; and/or if the Q8 electric Card has not been used for a continuous period of twelve (12) months.
 - (xii) in the event of Force Majeure or unforeseen circumstances for a continuous period of ten (10) calendar days.
 - (xiii) in the event of a direct or indirect change in the control of the Customer in accordance with Article 1:14 of the Belgian Companies and Associations Code; or
 - (xiv) in any other circumstances that justify the immediate termination of the Agreement, including but not limited to suspicion of fraud and/or the misuse of discounts.

- 12.4. On termination of the Agreement, the Customer will immediately settle all outstanding payments not yet due. The Customer must immediately return or destroy, at KP's option, all material (such as Q8 electric Cards) made available.
- 12.5. The Customer may not derive any rights vis-à-vis KP from the termination, exclusion and modification referred to in Article 11.4.
- 12.6. In the event of unforeseen circumstances, the Parties shall negotiate in good faith an adjustment of the Agreement in order to restore the balance between the Parties. The Party invoking these circumstances must immediately inform the other Party, requesting the other Party to commence negotiations without delay.
- 12.7. Those clauses which by their nature are expressly or implicitly intended to survive the termination or expiry of the Agreement, will survive.

13. CUSTOMER SERVICES

- 13.1. KP's customer services department handles queries or complaints from Customers about Q8 electric Services. Contact at: KPB: +32 (0)3 241 37 30, KPL: +353 4502031, KPN: +31 703152650, EV@Q8.com or via [Webform](#). The customer service operating hours are indicated on the Website.

14. LIABILITY

- 14.1. Unless prohibited by law, and without prejudice to Article 15.2, KP (and its agents, representatives, employees and directors) shall not be liable for any damage suffered or incurred by the Customer arising from or in connection with a slight failure or slight error on the part of KP, regardless of whether the origin of the damage is contractual or extra-contractual in nature.
- 14.2. Nothing in the Agreement excludes or limits KP's liability for fraud, wilful misconduct or gross negligence on the part of KP or its agents or representatives.
- 14.3. Without prejudice to Article 14.2, KP shall not be liable for any indirect, special, incidental or consequential damage of any type, including, but not limited to, disruption to business activities, claims from third parties, damage as a consequence of disruption to business activities or loss of profits, loss of inventory, or of competitive advantage or of goodwill related to the Agreement, whether or not foreseeable, regardless of other causes of the damage, even if one of the Parties had been informed in advance of the possibility of damage, on any legal basis (law, wrongful action, agreement or otherwise).
- 14.4. The Customer shall accept that KP has no control over the condition, the maintenance and the possible unavailability of third-party Charging Stations on the Network. KP does not guarantee the availability of the Platform and hereby excludes its liability as a result of any unavailability of the Platform, except in cases referred to in Article 14.2.
- 14.5. KP shall not be liable for any damage suffered or incurred by the Customer arising from or in connection with
- (i) incorrect or incomplete data provided by the Customer,
 - (ii) actions or omissions on the part of the Customer, and/or
 - (iii) failure or delay on the part of the Customer to respond to a notification, warning information when this is provided.
- 14.6. The Customer will use the materials provided by KP, such as the Q8 electric Cards, with due care. The Customer shall be liable for any damage suffered or incurred by KP arising from or in connection with actions, omissions, negligence, gross negligence, wilful misconduct or fraud on the part of the

Customer and Cardholders, including the use in any way whatsoever of the Q8 electric Services, and agrees to indemnify KP in the event of any resulting claims by third parties.

- 14.7. Claims from the B2B with respect to the Agreement must be directed to KP. Claims by the Customer in connection with the Services transferred to LMS under the partial transfer in connection with Article 11 of this Agreement and provided by LMS must be directed to KP, regardless of whether the claim relates to LMS or KP. KP shall be liable and responsible for ensuring the execution of the services by LMS and provides the Customer hereby with its own guarantee that such services (that are included within the partial transfer as described in Article 11) will be performed in full in accordance with this Agreement, subject to the provisions of this Article 14, whereby all limitations specified in this Article 14 shall also apply to LMS.
- 14.8. If KP, notwithstanding the exclusions and limitations to liability set out in this article, is held liable by a competent court for a loss not caused by fraud or intentional action on the part of KP or its agents or representatives, KP's total liability shall be limited to EUR 1000 per annum per event giving rise to the claim, with a series of related events being treated as one single event.
- 14.9. KP shall in no way be liable for damage arising from any act or omission on the part of the Customer contrary to any provision(s) of the Agreement. The Customer shall be liable to KP for damage as a consequence of acts and/or omissions in violation of statutory and/or contractual provisions, including the General Terms and Conditions.
- 14.10. The Q8 electric Card, Q8 electric Business App, and Platform must be used according to this Agreement and all applicable laws, regulations, and codes of practice. Specifically, the Customer must not:
 - (i) Grant unauthorized third parties access to the Q8 electric Business App and/or the Platform;
 - (ii) Sell, resell, license, rent, lease or otherwise transfer access to or the results of the Q8 electric Business App and/or the Platform;
 - (iii) Use the Q8 electric Business App and/or the Platform for competing purposes, including to develop a competing product or service or to copy features, functionalities, interfaces, graphics and look and feel;
 - (iv) Use, copy, frame or mirror the Q8 electric Business App and/or the Platform in connection with similar products of competitors for the purpose of monitoring, comparing or benchmarking them, unless expressly approved in writing;
 - (v) Use the Q8 electric Business App and/or the Platform to create or develop unauthorized works in connection with the Platform, including systems, tools or applications, other than those permitted under the Agreement, using components, elements, mechanisms and ideas used in the Platform, any part thereof or any associated documentation, without KP's consent;
 - (vi) Reverse engineer, decompile or otherwise attempt to extract the source code of the Platform or parts thereof;
 - (vii) Cause illegal or unauthorized disruption to the operation of the Platform, in particular the introduction of malicious software, tracking software or software to compromise security measures;
 - (viii) Use the Q8 electric Business App and/or the Platform to upload, post, display, transmit or otherwise make available inappropriate, defamatory, obscene or unlawful content, content that is intended to interfere with, overload or track the Q8 electric Business App and/or the Platform, infringe the security measures, or infringe any patent, trademark, copyright, trade secret or other proprietary right of any party;
 - (ix) Use the Q8 electric Business App and/or the Platform in connection with any illegal, fraudulent, dishonest, unethical, offensive, obscene, pornographic, intimidating or otherwise inappropriate activity or behaviour.

- 14.11. KP shall not be liable for losses suffered or incurred by the Customer arising from or in connection with non-compliance or a suspension in compliance with its obligations as the result of an incident of Force Majeure.
- 14.12. To avoid misunderstandings and within legal limits, the Parties agree that damage caused by non-compliance with a contractual obligation by an auxiliary party (including all personnel, employees, directors, officers, agents, representatives, consultants, suppliers, subcontractors, successors, and assignees of such contracting party) (i) may only be addressed through a contractual claim against that Party in accordance with the liability provisions of this Agreement, (ii) does not entitle the affected Party to make a non-contractual claim against the Party causing the damage, and (iii) does not entitle that Party to bring a non-contractual claim against any auxiliary party of the Party causing the damage, even if the event giving rise to the damage also constitutes a wrongful action.
- 14.13. KP, including its agents, employees, and directors, shall not be held liable for minor errors or failures unless prohibited by law and without prejudice to Article 14.2. Liability for fraud, wilful misconduct, or gross negligence is not excluded. Indirect, special, incidental, or consequential damages are not covered. KP shall not be responsible for the condition or maintenance of third-party Charging Stations. The Customer shall be liable for any damage resulting from their actions and must indemnify KP against third-party claims. Claims should be directed to KP, and if KP is found liable, total liability is limited to EUR 1000 per annum per event. Damages due to the Customer's acts violating statutory or contractual provisions are also excluded. Unauthorized access, selling, reselling, copying features, reverse engineering, and illegal activities are strictly prohibited.

15. INTELLECTUAL PROPERTY

15. All intellectual property rights in Q8 electric Services belong to KP and/or its licensors. The Customer has a restricted, non-exclusive, revocable, non-transferable license for use under the Agreement.

16. PRIVACY

- 16.1. In providing Q8 electric Services, as the data controller, KP processes certain of the Customer's and the Cardholders' data, including personal data. KP will comply with the applicable regulations when processing personal data. Section 3 ('Data Processing Addendum'), which forms part of the General Terms and Conditions, describes how KP handles these personal data. KP also refers to Article 9 in Section 2, which describes the processing of personal data by LMS.

17. MODIFICATIONS

- 17.1. KP will issue such modified or new terms and conditions in writing, subject to a notification period of at least ten (10) working days. Since the Parties have agreed to the use of electronic media as a means of communication, modified or new terms and conditions may be issued electronically.
- 17.2. The modified or new terms and conditions will apply and will be deemed to be accepted by the Customer from the date determined by KP, unless the Customer informs KP in writing within the specified notification period of its refusal to accept such modified or new terms and conditions. In the event of refusal, the Agreement will be terminated automatically at the end of the notification period, without costs or compensation.

18. OTHER CONDITIONS

- 18.1. Services in respect of (i) the use of the New Platform; and (ii) ad hoc charging services with direct payment methods at public Charging Stations may be offered subject to additional terms of use, to be accepted separately by the Customer.
- 18.2. The Customer agrees to the conditions of Section 2 regarding the use of the New Platform, which may be invoked directly by LMS. The Customer will ensure that Cardholders comply with the provisions of Section 2. Additional terms may apply to New Platform usage or ad hoc charging services. Section 2's conditions regarding New Platform use may be enforced by LMS.

19. GENERAL

- 19.1. The Agreement and transactions are governed by Belgian law, with disputes settled by the Business Court of the City of Luxembourg.
- 19.2. Notifications of any kind may, at the discretion of KP, legally be sent to the contact person specified in the Platform or the Q8 electric Business App, or to the Customer. Notifications may legally be issued by ordinary or registered letter, via the Platform or the Q8 electric Business App, or by email.
- 19.3. The Customer will not disclose to a third party, publish or distribute the terms and conditions of the Agreement (including, but not limited to, any applicable commercial terms) without prior written consent from KP.
- 19.4. The Customer shall not be entitled to transfer the Agreement or any rights or obligations arising from the Agreement to any other party without prior written consent from KP. KP shall be entitled to transfer the Agreement, in whole or in part, or any rights or obligations arising from the Agreement to an affiliate without any prior consent.
- 19.5. The Customer may invoke a waiver of rights and redress by KP under or in connection with the Agreement only if they have received written notification from KP. Any such waiver shall apply solely to the specific case and purpose for which it was issued. Rights or remedies available to KP under or in connection with the Agreement will not be excluded, relinquished, or impaired by: (i) any non-fulfilment or delayed fulfilment before the expiration of any statutory term; (ii) any one-time or partial fulfilment; (iii) any prior waiver of a similar right or remedy, whether in full or in part; or (iv) any of these actions concerning a different right or remedy, regardless of their nature.

Late payment process

Agreed payment term	First reminder	Second reminder	By phone*	Final reminder and warning	Consultation with MSP	Suspension or termination
14 days	21 days	29 days	34 days	39 days	44 days	51 days
30 days	37 days	45 days	50 days	55 days	60 days	66 days

*Telephone follow-up only for amounts of sufficient size (at least EUR 100)

Subject to change

20. CHARGING WITHOUT REGISTRATION:

20.1 EV Driver	As a User of the Q8 electric business app (associated with the New Platform) you may choose not to register or not to log in. In such a case, you will be able to use the Charging without registration Service. The app enables you to use the Charging without registration Service, provided by Last Mile Solutions, at the Charging Station within the Charging Network. Please be advised that the Charging Stations available within the Charging Network may change in time. You start and finish charging your EV by selecting the appropriate button in the app ("Start charging", "Stop charging"). By starting charging, you agree to use the Charging without registration Service with the obligation to pay and you agree that Charging without registration will start immediately upon your request, without further right to withdraw from the agreement concerning this Service.
20.2 Access to Charging Station	Access to the Charging Station for the unregistered User is possible only via the app, without registration and login requirements. Charging without registration is available during the hours of availability of the respective Charging Station, which are also indicated in the App. When using the app without registration or logging, in you may still learn about the Charging Station: its location, availability, connector type, charge rates due to Charging without registration. You will not, however, have access to your charging history, statistics and other Services that are dedicated to registered B2B Customers.
20.3 Fees for Charging without registration	Charging without registration is a payable Service. Charging without registration is charged in accordance with the price list indicated in the app for the respective Charging Station. Rates may be updated from time to time. The rate indicated in the app immediately prior to the start of the Charging Service is always binding. The prices indicated are always gross prices and include VAT (at the relevant rate). Most often, charges are calculated per kWh taken during charging. The prices shown throughout the app may also provide for additional charges e.g., start-up fee, roaming fee, the fee for using direct payment methods. In addition, the period during which your EV is parked in the parking space assigned to the Charging Station may incur additional fees.

20.4 Payment for the Service	You will pay for Charging without registration by choosing the direct payment method available in the app. Payment methods are always indicated in the app. It will include prepaid payment methods with the use of a Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro debit or credit card and others as indicated in the app. Depending on the payment method selected, prior to the start of charging: • a fixed amount will be reserved and processed when the final amount is clear or • a fixed amount will be deducted as pre-payment and the remaining prepaid funds after payment will be returned. The timing of this return payment can vary depending on the payment operator. You will only be charged with the amount due for the Charging Service actually performed. If the entire blocked or deducted amount is used, the charging session will be automatically ended. By providing payment card details, you agree that the payment operator may store the card details and that Last Mile Solutions is authorized to collect payment from such a card for the Charging Service in the amount determined in accordance with the price list (authorization for the purpose of a single payment transaction to pay for a one-off Charging Service). In the event of incorrect authorization of the data provided by you, you may not start using the Charging without registration Service. You are obliged to have sufficient funds to pay for Charging without registration on a payment card or within another payment method indicated by the User. In the event of payment failure after Charging without registration, you are obliged to pay for the Charging without registration Service by bank transfer within two (2) working days of the end of the charging session. In this case, payment must be made to Last Mile Solutions' bank account no.: NL79 ABNA 0402 1017 74.
20.5 Obligations of User using Charging without registration Service	When using Charging without registration, you are obliged to observe all User's duties as described herein, and you will also: • pay all due fees for Charging without registration in accordance with the rates provided in the app before the charging session is started; • use the equipment of the Charging Station only in a safe manner, in accordance with its intended use, the instructions for use of the Charging Station available at the Charging Station, and the instructions of the persons operating the Charging Station on site (if such persons are present at the Charging Station); • use the parking spot connected with the Charging Station only for the time of the Charging Session and not impede other EV Drivers' access to the Charging Station.
20.6 Helpdesk	In connection with Charging without registration Service and use of the app or Charging Station, you may use helpdesk support, as described in Article 5 of these Terms (5. HELPDESK. COMPLAINTS).

Section 2 :

General Platform Terms of Use

Last Mile Solutions

Section 2: General Platform Terms of Use – Last Mile
Solutions

General Platform Terms of Use

Last Mile●Solutions

1.1 INTRODUCTORY PROVISIONS:

1.1. Last Mile Solutions' Terms	These General Platform Terms of Use ("Terms") are published by Threeforce BV, acting under the name of Last Mile Solutions with its registered office at Zeemansstraat 11, 3016 CN, Rotterdam, the Netherlands Company Registration Number: 24360819 Phone number: +31 10 312 6000 E-mail address: info@lastmilesolutions.com (point of contact) (hereinafter as: "we" or "Last Mile Solutions" or "LMS").
1.2. Scope of these Terms	These Terms constitute the agreement between Last Mile Solutions and any user ("User" or "you") accessing and using the EVC-net platform ("New Platform") or using associated Charging Card. At the same time, these Terms are integral part of the Q8 electric General Terms and Conditions. All capitalized terms used herein shall be understood as defined in the Q8 electric General Terms and Conditions, unless otherwise defined herein, in particular in Article 2 below. Please be advised that these Terms are legally binding to you as a User.
1.3. Purpose of the Terms	These Terms concern: • Your access and use of the New Platform– the Terms establish general terms and duties applicable when you use the New Platform, • role of Last Mile Solutions at the New Platform, to clearly differentiate it from KP's responsibilities towards its B2B Customers.
1.4. Acceptance of the Terms	Reading and accepting the Terms is a condition of using the New Platform. Each Customer and User acting on its behalf is obliged to explicitly accept these Terms before registering its account and make use of the New Platform. The Agreement with KP that each Customer is entering into to use Q8 electric Services may not modify or cancel these Terms. In case of any discrepancy between the Q8 electric General Terms and Conditions and these Terms, in particular in terms of Last Mile Solutions' liability, payment terms towards End-Users and the Partial Transfer, these Terms shall prevail.
1.5. Terms availability	These Terms are available on the New Platform.

2. SUMMARY OF LAST MILE SOLUTIONS' ROLE:

2.1. The New Platform's use	At the request of KP, Last Mile Solutions develops and deploys its software New Platform and associated network infrastructure. Therefore, it is Last Mile Solutions that establishes general rules of using the New Platform, by binding these terms on you as a User. These rules are described in Article 4 of these Terms (4. GENERAL TERMS OF USING THE PLATFORM). You are obliged to read them and observe them each time you access the New Platform.
2.2. Last Mile Solutions' role supporting Service Provider's Services	Additionally, as agreed and indicated clearly in the Q8 electric General Terms and Conditions Last Mile Solutions provides support both to KP and its B2B Customers in performing the Agreement with KP, in taking care of some Q8 electric Services, invoicing, collection of payments and other payment flows. This role and support of Last Mile Solutions is described in more detail in Article 5 of these Terms (5. PARTIAL TRANSFER). The terms of such Last Mile Solutions' actions and liability towards B2B Customer are described herein and shall not be excluded or modified by Q8 electric General Terms and Conditions
2.3. Newsletter	You may agree, via the Platform, to receive Last Mile Solutions' Newsletter which may include commercial information or offers, to the e-mail address provided by you. It is possible to unsubscribe from the Last Mile Solutions Newsletter at any time by sending information about the resignation to support@lastmilesolutions.com or by clicking on the dedicated link provided for this purpose with the Newsletter e-mail message.

3. GENERAL TERMS OF USING THE PLATFORM:

3.1. User's duties	Each User accessing the New Platform shall: • comply with the Terms and with the messages displayed in the New Platform; • use the New Platform and the Services in compliance with all applicable laws and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); • use the New Platform in a manner consistent with their intended use and in a manner that does not interfere with their functioning, including the obligation not to include in the interface of the application any unlawful content that infringes the law or good morals, such as malicious software, software designed to remove security features or tracking software, any content that infringes any patent, trademark, copyright, trade secret or other proprietary rights of any party; • upload only such a data on the New Platform as the User is entitled to upload, in case it refers to the personal data or charging infrastructure details of third parties; • to provide only complete, correct and true details required to use the Services, like personal data, payment information; • not modify the web-app, the website on which it is hosted or other elements of the New Platform in any way whatsoever, decompile, adapt, translate the code or any other changes to the software, remove technical protection, trademarks, any proprietary notices or labels, or modify the content of messages; • not to cause restrictions or impediments to the use of the New Platform by other persons; • not provide access to B2B Customer account of the End-User, created in the New Platform, to any unauthorized third parties, sell, resell, license, rent, lease or otherwise transfer such access; • not bypass any measures that may be used at the Platform to prevent or restrict access; • not use, copy, frame or mirror the Platform in connection with any similar products of Last Mile Solutions' competitors to check, compare or benchmark the New Platform unless explicitly approved by Last Mile Solutions in writing; • not use the access to New Platform for building of a competitive product or service or copy any features, functions, interface, graphics or look and feel solutions; • not create any unauthorized works connected with the New Platform, including any software, tool, or application, with the use of parts, elements, mechanisms, or solutions used in the New Platform, without Last Mile Solutions' consent;
---------------------------	--

	not conduct the reverse engineering, decompile, disassemble, or otherwise attempt to extract the source code, object code, algorithms or structure of the New Platform.
3.2. Role of KP at the New Platform	Please be advised that Last Mile Solutions has developed the New Platform at the request of KP that manages it and provides Q8 electric Services to B2B Customers with its use. Therefore, when registering at the New Platform, each B2B Customer enters into the agreement with KP directly (see Q8 electric General Terms and Conditions) and creates its B2B Customer account under these Q8 electric General Terms. KP is each Customer's point of contact and contractual counterparty. KP provides B2B Customers with Q8 electric Services, manages and supports operation/configuration of your B2B Customer accounts and ensures helpdesk for all Users of the New Platform. At the same time Last Mile Solutions, may provide the New Platform's updates, including its corrections, development of new functionalities and/or changes in security measures. Such actions are taken at request of KP and Last Mile Solutions is not obliged towards the Users to provide them (such actions of Last Mile Solutions are not Services of Last Mile Solutions for Users).
3.3. Violation of the Terms	For the security of the New Platform and their Users and irrespective of any other measures that may be provided in the Q8 electric General Terms and Conditions, in case you materially violate your User's duties listed in clause 4.1, Last Mile Solutions will be authorized to suspend your access to the New Platform for the time necessary to cure the violation in accordance with KP and in compliance with KP terms and conditions. In case safety reasons allow to do so, you will be notified in advance about such qualification of your actions at the New Platform and you will be given with a reasonable term to cure such a violation before the access' suspension. You will be always provided with a fair possibility to justify and correct your actions in the New Platform. In the event of unjustified suspension of the access or in case the reasons for suspending access are fully removed, the access shall be restored immediately.
3.4. Technical requirements for using the New Platform	To use the New Platform, you shall have at your disposal computer equipment or a mobile device with Internet access and a web browser. It may be necessary to enable the necessary cookies to properly use the New Platform. When using the New Platform accessible via Internet browser, we advise you to use Google, Google Chrome, Mozilla Firefox or Safari web browsers. Last Mile Solutions may suggest other browsers at any time.
3.5. Security	Last Mile Solutions and its subcontractors take measures to secure the data processed at the highest possible level, including by using data transfer security, securing websites and software against cyber-attacks and updating the IT tools used. SSL encryption (used to secure data transmission over the Internet), the SEPA integration protocol (banking interface) and other security measures are used in the New Platform. Despite Last Mile Solutions taking appropriate security measures, as a User you should bear in mind that no security measures can eliminate 100% of all risks and threats, especially those related to the use of the Internet or mobile devices as such. Such risks may include third-party malware, spyware, SPAM, phishing, hacking and cryptanalysis to which any Internet user may be exposed. Also, the way you as a User uses the Internet is important and affects the level of risks associated with the electronically provided services of any kind, in particular your carefulness when receiving links or keeping your own updated and effective anti-virus software.
3.6. Updates	The New Platform may be updated from time to time, to implement technological changes, new functionalities, changes in security features, as well as to maintain compatibility of them with legal requirements. Whenever Last Mile Solutions requires a particular update or for other reasons the update is necessary for the proper use of the New Platform, such update shall be made available to Users at no additional cost. The use of the updated New Platform does not require installation.

4. PARTIAL TRANSFER:

4.1. Partial Transfer between KP and Last Mile Solutions	Under a separate agreement made between KP and Last Mile Solutions and with your consent as indicated in clause 1.4 above, KP has partially transferred its rights and obligations under Q8 electric General Terms and Conditions to Last Mile Solutions (Partial Transfer). The Partial Transfer is executed within the following scope: • KP, with your consent, has transferred to Last Mile Solutions part of its duties hereunder to provide you with the following Services: ○ Charging Services, including provision of energy for charging of EV, ○ Hosting Subscription Services, ○ Office Charging Services, ○ Home Charging Services; • KP assigns to Last Mile Solutions the right to collect payments from a B2B Customer for the Services listed above, by consequence any payments for such Services performed by Last Mile Solutions shall be due to Last Mile Solutions directly and not to KP. As a result, Last Mile Solutions will also invoice you a B2B Customer for such Services, pay you (as a CSO) Remunerations due hereunder in connection with Charging Services conducted at your Charging Stations by MSPs within the Charging Network and issue self-billed invoices for any remuneration owed. When performing its role connected with the Partial Transfer, Last Mile Solutions will also be authorised by B2B Customers to collect payments from them by way of Direct Debit (if applicable). The Partial Transfer takes place only to the extent and for the purpose as set out above. The Partial Transfer may not include any other entity.
4.2. Partial Transfer and KP's liability	In addition to other duties of KP and irrespective of the Partial Transfer, KP provides its own guarantee to the B2B Customer that the Q8 electric General Terms and Conditions will be performed in full in accordance with its content.
4.3. Notification	By accepting these Terms, you are also informed about this Partial Transfer.
4.4. Terms of Services covered by the Partial Transfer	Terms of Services, including payment and liability terms, are described in Q8 electric General Terms and Conditions and they do not change because of the Partial Transfer.

5. HELPDESK. COMPLAINTS:

5.1. KP's helpdesk	KP that provides you with helpdesk support connected with the use of the Platform and Q8 electric Services. Irrespective of any Partial Transfer made, in connection with Q8 electric Services each B2B Customer should address its complaints – if any – to KP directly. You may find in the Q8 electric General Terms and Conditions the details of this support and contact data of KP.
5.2. Charging Station helpdesk	Any time you use Charging Service without registration you may also use CPO's helpdesk as available at the Charging Station. The contact details will be displayed on the Charging Station.
5.3. Last Mile Solutions helpdesk and point of contact. Complaints	In case you need to contact Last Mile Solutions directly, in particular in case you would like to make a complaint connected with Services performed by Last Mile Solutions, you may also use the following contact data, available from 9:00 a.m. to 6:00 p.m. Monday to Friday, with exception of national holidays in the Netherlands: e-mail: support@lastmilesolutions.com phone: +31 10 312 6000 The abovementioned e-mail address is also a designated single point of contact of Last Mile Solutions that may be used for direct electronic contact for all Users, as well as external parties, including authorities. Communication may be conducted in English or in Dutch language. In case you would like to make a complaint to Last Mile Solutions about the Services performed by Last

Mile Solutions you should indicate at least:

- Your name and contact details,
- the New Platform you are using,
- the subject of the complaint, i.e., a description of the irregularities in the operation of the Services,
- the expected manner of resolving the complaint,
- in case of payable Services: used payment method, if applicable: the Charging Station ID, time and date of the Charging Service,
- type of phone and browser version.

Before lodging a complaint, you should verify that the non-functioning or malfunctioning of the Service is not due to reasons attributable to you and your devices, in particular problems with Internet access.

Last Mile Solutions shall respond to the complaint without undue delay by the same means by which the complaint was submitted or by e-mail. In the case of Consumers, Article 6 of these Terms (**6. CONSUMERS**) also apply.

6. **CONSUMERS:**

6.1. Consumers	This Article applies only to the Users who are Consumers.
6.2. Right of withdrawal	A Consumer shall have the right to withdraw from the agreement with Last Mile Solutions without cost and without giving any reason within fourteen (14) days of its conclusion. Sending the declaration before the deadline is sufficient to meet this deadline. If the digital content covered by the Service performed by Last Mile Solutions is not delivered to the Consumer, the Consumer may furthermore withdraw from the agreement without calling for delivery of the digital content covered by the Service: • if it is clear from Last Mile Solutions' statement or circumstances that it will not deliver the digital content or digital service, • if the Consumer and Last Mile Solutions have agreed, or it is clear from the circumstances of the conclusion of the contract, that a specific deadline for the delivery of the digital content or digital service was of material importance for the Consumer and Last Mile Solutions has not delivered it within that deadline. The Consumer may also withdraw from the agreement if the digital content covered by the Service or the digital Service does not comply with the Terms, as described in Article 63 below. In case of withdrawal from the agreement with Last Mile Solutions, the Terms shall be deemed not to have been concluded. Last Mile Solutions shall be obliged to reimburse - within fourteen (14) days - all fees paid by such a User, except for remuneration for Services performed upon the request of the Consumer before the withdrawal. Last Mile Solutions shall provide the Services before the expiry of the deadline for withdrawal from the agreement with the Consumer upon Consumer's express request. The Consumer may use the following model (optional) withdrawal declaration: Model withdrawal form <i>Addressed to: Threeforce B.V., acting under the name Last Mile Solutions, Zeemansstraat 11 (3016 CN) Rotterdam, The Netherlands,</i> <i>info@lastmilesolutions.com</i> <i>- I/We(*) hereby give notice(*) of my/our withdrawal from the contract for the provision of the following service(*)</i> <i>- Date of conclusion of the contract(*)</i> <i>- Full name of Consumer(s)</i> <i>- Address of Consumer(s)</i> The Charging Service, by its nature, starts to be performed immediately. For this reason, by starting charging, you agree for immediate start of the Service, that is also before the elapsing of the term for a withdrawal from the agreement for this Service. You should be aware that in such a case you will be obliged to pay for the Service performed.
6.3. Contractual compliance - legal liability for the	If the digital content covered by the Service performed by Last Mile Solutions or the digital Service performed by Last Mile Solutions, is not in conformity with the Terms, the Consumer may request it to

Services performed by Last Mile Solutions	be brought into conformity with the Terms. Last Mile Solutions may only refuse if the request is unreasonable (Last Mile Solutions is not responsible for the non-conformity in question) or if bringing it into conformity with the Terms is impossible or would require excessive costs for Last Mile Solutions. The bringing into conformity with the Terms shall take place within a reasonable time from the moment of the complaint. The costs of bringing the Service into conformity with the Terms shall be borne by Last Mile Solutions. If bringing the Service performed by Last Mile Solutions into conformity with the Terms is impossible, requires excessive costs - the Consumer may request a proportionate price reduction or, if the lack of conformity is not insignificant, withdraw from the Terms. The preceding sentence shall also apply if the lack of conformity of the Service performed by Last Mile Solutions with the Terms is so significant that it justifies a reduction of the price or a withdrawal without a prior request to bring it into conformity.
6.4. Time to resolve a complaint	The Consumer's complaint will be considered by Last Mile Solutions without undue delay, but no later than within fourteen (14) days of its submission, and a response will be provided in each case on a durable medium. If the Consumer's complaint is not responded to within the prescribed period, the complaint shall be deemed justified.
6.5. Right to terminate	If the Platform update made by Last Mile Solutions or other change to the Services performed by Last Mile Solutions causes a material and adverse effect on the Consumer's access to or use of the Services, the Consumer may terminate the agreement without notice within thirty (30) days of such change.
6.6. Minimum duration of the Consumer's obligations	The Consumer shall be bound to the agreement under these Terms for at least the period from the starting of the Charging on ad hoc basis until payment for the Charging Service performed and/or for the time the User uses the Platform.

7. LIABILITY:

7.1. Last Mile Solutions' liability	Unless otherwise provided by law, Last Mile Solutions shall not be liable for the non-conformity of the digital Services performed by Last Mile Solutions, including the digital content provided, with the Terms, as well as for damages and other consequences resulting from: - the incompatibility of the digital environment used by the User with the technical requirements for the use of the New Platform or Services of which the User was informed prior to the conclusion of the agreement including irregularities in the User's computer equipment or mobile devices or the malfunction of third-party software used by the User; - failure to fulfil the obligation of required cooperation in the provision of the Services, of which the User was informed prior to the conclusion of the agreement, the incorrect operation of the New Platform by the User. Unless otherwise stipulated by law, the responsibility for the provision of electricity to the respective Charging Station, including the actual enabling of (full) charging of the electric/hybrid vehicle and its efficiency, rests with the CSO, CPO or other exploiting entity operating the respective Charging Station. The Charging Station owner or the CPO of the respective Charging Station is responsible for the provision of electricity to the respective Charging Station, including the actual enabling of (full) charging of the Electric Vehicle and its efficiency. Last Mile Solutions is not responsible if the EV cannot (or cannot safely) be charged due to a defect in the electric vehicle or in the tools used, such as charging cables. Last Mile Solutions may be liable for damage incurred by the User as a result of an attributable failure by Last Mile Solutions to comply with its contractual obligations vis-a-vis the User on condition that User informs Last Mile Solutions of such failure in writing within ten (10) business days after the day on which the User has identified or could have reasonably identified the failure, granting Last Mile Solutions a reasonable term to still comply. The ten (10) business days' period in the previous sentence does not apply to the Consumers. Last Mile Solutions' total liability under the Terms is limited to six (6) times the fee paid by the User for the Services for the month when the damage occurred and to the actual loss incurred (this limitation does not apply in case of gross negligence or intentional damage, as well it does not apply to Users who are Consumers).
7.2. User's liability	Unless otherwise stipulated by the law, the User shall be liable for errors in documents, payments, or other damages that are caused by the User's failure to comply with the obligation to provide true,

correct and complete information required (as indicated above).

Unless otherwise stipulated by the law, the User shall be liable for damage caused by improper or careless use of the New Platform, or Charging Stations and shall indemnify Last Mile Solutions against claims arising therefrom.

8. PERSONAL DATA:

8.1. Data Controller	The data controller of the personal data of the User who is a natural person or person representing the User is Threeforce BV with its registered office in Rotterdam, The Netherlands (Last Mile Solutions). You can contact Last Mile Solutions via the designated Data Protection Officer on matters concerning your personal data at the e-mail address: privacy@lastmilesolutions.com or in writing at the address: Zeemansstraat 11 (3016 CN) Rotterdam, The Netherlands.
8.2. Processing of personal data	Last Mile Solutions processes, inter alia, the User's contact details, e-mail address, scope of Services used, billing data (e.g., payment card data) and, in the event of an obligation or request to issue a VAT invoice to the User, also the User's data indicated for the purposes of the invoice (name, company, VAT ID, address). Personal data of B2B Customers is processed to: (i) perform these Terms (for the time of the agreement and until the statute of limitations on claims) and (ii) fulfill its legal obligations (for the time required by law i.e., for archiving sales documentation).
8.3. Rights of the User	The User has the right to access, rectify, erase, restrict processing, data portability, as well as to lodge a complaint about unlawful processing with the data protection supervisory body (the Dutch Data Protection Authority or your local EU data protection supervisory body).
8.4. Privacy Policy	Details of the processing of personal data can be found in the Last Mile Solutions Privacy Policy available at the New Platform, as well as at: https://www.lastmilesolutions.com/privacy-policy/
8.5. Other cases of processing	Please be advised, that to some extent, Last Mile Solutions may also process data as KP's processor or sub-processor, inter alia when it develops, maintains and supports the New Platform or provides other support for the purpose of Q8 electric Services. In such a case the processing of your personal data or personal data of third parties you provide shall be governed by the rules indicated by KP or other data controller in their own information clause.

9. OTHER PROVISIONS:

9.1. Law and competent court	The Terms shall be governed by the laws of the Netherlands. Any disputes arising from the Terms shall be settled by the courts of Rotterdam (The Netherlands), unless not permitted by law. The choice of the law does not deprive the Consumer - User concluding this agreement of its rights and protection under mandatory provisions of the law of his/her country of habitual residence (which - in the absence of the abovementioned choice of law - would have been applicable to this Consumer End-User).
9.2. SaaS	The New Platform – as described herein - is provided as a service (no license is granted). Your rights of use, as a User, are limited to the scope described herein and limited for the time of this agreement with Last Mile Solutions.
9.3. Termination	The agreement with Last Mile Solutions as described in these Terms is concluded for the term of the Q8 electric General Terms and Conditions. Termination or expiration of Q8 electric General Terms and Conditions results in the termination of this agreement. In the event of termination of these Terms, further use of the New Platform is not allowed. You, as a User, are however always free to stop visiting the New Platform. Last Mile Solutions can terminate these Terms as a whole – or – as the case may be – partially - with

	immediate effect (after a prior request to cease violation within a reasonable cure period) in case: • it repeatedly proves impossible to carry out the direct debit/automatic collection of due fees; or • User's payment arrears of more than thirty (30) days accrue; or • the User does not comply with these Terms, with its duties listed in clauses 4.1 of these Terms.
9.4. The version of the Terms	The agreement with the User is governed in each case by the Terms in the version accepted at the Platform.
9.5. Change of the Terms	Last Mile Solutions is unilaterally authorized to amend these Terms during its term for important reasons, in particular: • to reflect changes in the law or their interpretation by courts or administrative bodies; • to add new functionalities or Services or change the scope of Services offered; • to correct obvious mistakes, calculation errors, language errors, etc.; • if there is a change in the contractual relationship between KP and Last Mile Solutions or between either KP or Last Mile Solutions and their contractors or partners, in each case to the extent affecting the Services; • if there is a change to the infrastructure of the Charging Network, the New Platform affecting their operation. The registered End-User will be informed about the change of the Terms electronically by making the content of the new Terms available to the B2B Customer via e-mail or via the B2B Customer's account. Amendment to the Terms is effective upon the lapse of fourteen (14) days from the time the amended Terms are made available to the B2B Customer or from the moment of the B2B Customer's acceptance of the amended Terms. The B2B Customer may terminate these Terms within fourteen (14) days after receiving the amended Terms. During the notice period, the previous provisions of these Terms shall apply. Amendments to these Terms do not affect the Services performed until the date of the amendment.

10. SELF-BILLING AGREEMENT:

10.1 Selfbilling agreement	The provisions of this Article constitute a self-billing agreement between the B2B Customer being CSO of the public Charging Station registered at the New Platform and Last Mile Solutions, within the meaning of respective VAT provisions applicable.
10.2 Scope of authorization	Last Mile Solutions is entitled to prepare and issue self-billed VAT invoices on behalf of the B2B Customer being CSO for the payment of any remuneration due to the CSO for any supplies made to Last Mile Solutions (or KP or other MSPs within the Charging Network) in connection with the Charging Services provided by such entities at its Charging Stations.
10.3 Self-billed invoices	The invoice issued by Last Mile Solutions in self-billing procedure must contain an information that the invoice is issued in the name and on behalf of CSO (i.e., the taxpayer specified in the invoice as the seller) and a note "self-billing" next to the invoice number. The numbering of these invoices will be according to the order in which they are issued by Last Mile Solutions, i.e. Last Mile Solutions applies its own numbering scheme. Last Mile Solutions will issue an invoice in the name and on behalf of the CSO in electronic form, to which the CSO hereby agrees.
10.4 Last Mile Solutions' duties	Last Mile Solutions agrees to: • issue self-billed invoices for all supplies/services made by the CSO in respect of the remuneration; • complete self-billed invoices showing the CSO's name, address and VAT registration number, together with all other details which constitute a full VAT invoice; • inform the CSO if the issue of self-billed invoices will be outsourced to a third party. Last Mile Solutions is obliged to issue invoices in accordance with the regulations that apply in this regard, in particular the VAT Act and the executive provisions issued based thereon.

10.5 CSO's duties	The CSO warrants that it is a taxpayer registered for VAT and agrees to: • provide complete, correct and accurate data necessary to issue self-billed invoices on its behalf; • accept invoices issued by Last Mile Solutions on CSO's behalf and not to terminate the authorization to issue invoices under the self-billing scheme described in this Section until the expiry of the term or the termination of this Section¹², whichever occurs first; • not to issue any sales invoices for the transactions covered by this Article 11, and self-billing agreement as described herein; • notify Last Mile Solutions immediately, no later than within 1 (one) business day if the B2B Customer changes its VAT registration number, or ceases to be VAT registered, or sells its business, or part of its business.
10.6 Verification procedure:	Parties to this self-billing agreement are obliged to comply with the procedure for the verification and approval of individual invoices by the CSO as it is specified below: • Each invoice issued in accordance with this Article 11 under the CSO's self-billing authorization will be available for the CSO to download from the New Platform or will be made available electronically, i.e., sent to the CSO's e-mail address. • Invoices posted on the New Platform will be made available in PDF format, enabling the CSO to download those invoices. The CSO as a taxpayer is allowed to store invoices, correct invoices and make duplicates of these documents. • Last Mile Solutions must inform the CSO via the New Platform or by email that an invoice has been issued in its name and on its behalf and that it may comment on the contents of the invoice within three (3) working days as of the issue of the invoice. • The invoice will be deemed approved by the CSO if the CSO makes no remarks to its contents within three (3) working days as of the issue of the invoice. • If an error is found in an invoice, the CSO must immediately notify Last Mile Solutions by sending information about the type of errors found by e-mail to Last Mile Solutions' address.
10.7 Other terms:	This self-billing agreement forms an integral part of the Terms and shall be governed by the same terms, including termination rules, as Terms as a whole.

Section 3:

Data Processing Addendum

Section 3: Data Processing Addendum

Data Processing Addendum

With respect to personal data provided by the Customer, by representatives of the Customer and/or by Cardholders, or otherwise collected by **Kuwait Petroleum (Belgium) NV**, with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0404.584.525, e-mail: privacy@Q8.com (hereinafter referred to as '**KP**') in its capacity as controller, and recorded in databases or otherwise stored and processed by KP, KP undertakes to comply with the applicable legislation on the protection of personal data, in particular but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ('GDPR'), as well as successive or modifying legislation on the processing of personal data (hereinafter referred to collectively as '**data protection legislation**').

KP will process the personal data in its capacity as data controller. The Customer shall be and remain fully responsible at all times for their own processing of Cardholders' personal data for their own purposes. The services which fall within the scope of the Q8 electric General Terms and Conditions are provided together with online platforms (an Existing and New Platform, hereinafter referred to as '**Platform**') and a mobile application (hereinafter referred to as the '**Q8 electric Business App**' or '**Application**') from which further information can be collected.

For some of its services (including installing, maintaining and managing charging stations), KP engages a third party, **50five Belux**, which will act as a separate data controller for these services. For more information on how 50five Belux processes personal data relating to you, please refer to 50five Belux's privacy policy, which is available at https://a.storyblok.com/f/108028/x/83f3cf052e/privacybeleid_50fivebelux_nl_202406.pdf.

For the performance of some of its services (including invoicing, reimbursement of drivers for home charging sessions and collection of revenue for charging sessions) there is a partial transfer of rights and duties towards end-users between KP and a third party, **Threeforce BV**, acting under the name **Last Mile Solutions** (hereafter **LMS**). For these services and within the scope of this partial transfer, LMS can act as a separate data controller. For more information on how LMS processed personal data relating to you, please refer to the LMS privacy policy, which is available at <https://www.lastmilesolutions.com/privacy-policy/>.

This Data Processing Addendum will set out the following:

- What personal data are collected,
- The purposes for which we can use these personal data,
- The legal basis on which we rely for the processing of your personal data,
- The parties with whom we can share your personal data,

How long we store your personal data,

Your rights with regard to your personal data,

How to contact us for questions or comments.

What personal data are collected?

Information for Customers or representatives of Customers in order to conclude the Agreement

During the ordering process, KP will ask for a copy to be uploaded (of the front) of the ID or the driving licence of a director/manager who is officially authorised to represent the Customer.

Information for Customers and the representatives of the Customer

Via the Platform, we collect data that are necessary for us to offer the Q8 electric Services. If you register at (i) <https://electric.q8.be/portal/login> (the Existing Platform), or at (ii) <https://portal.q8electric.be> (the 'New Platform'), upon registration and while the Platform and the Application are used, we collect certain personally identifiable information about you ('personal data'), in particular:

- (i) identification and contact details (including name, telephone number, email address, postal address and common data on profession and professional activity),
- (ii) consumption data,
- (iii) financial data,
- (iv) transaction data (of your employees) (including charging session data: charging card number, start and stop times, electricity consumption, charging station ID, and location of the charging station used),
- (v) log-in data: email address and password, and
- (vi) location data.

You will find more detailed information about this processing further on in this Data Processing Addendum.

If you use the Q8 electric Business App, your current location on your device may be used in order to offer certain aspects of the Q8 electric Services and features of the Q8 electric Business App, as set out in the Q8 electric General Terms and Conditions. You can easily enable the location feature by adjusting the permissions of the Q8 electric Business App via the settings of your device.

Information for Customers, the representatives of the Customer and Cardholders

Non-personal data collected automatically

When you visit our Website/Platform, we may also collect information through cookies and similar technologies, including, but not limited to, the type of internet browser and computer operating system, the domain name of the website that you visited previously, the number of visits, the average time spent and the pages you viewed. We may use this information and share it within the Kuwait Petroleum Group to analyse the use of our websites and to improve their content.

A cookie is a text file that is placed on your mobile device by an application when you use an application. For example, cookies can automatically recognize you on your next visit and can allow you to customize an app or website to better match your interests, remember your language preference, or store your password so you don't have to re-enter those preferences every time. More information on the use of these cookies and technologies can be found in the cookie policy on the specific Website/ Platform.

On what legal basis do we rely for processing personal data and for what purposes can we use these personal data?

Your personal data will be processed when **(legal basis):**

You have freely given us a specific, informed and unambiguous indication of your wishes in this respect (consent).

We offer the services that you have requested (necessary to fulfil the Agreement).

Processing is necessary to safeguard our legitimate interests, in particular economic, commercial and financial interests, business continuity, the security and confidentiality of customer information and products and the security of digital and physical infrastructures.

Processing is necessary to comply with legal obligations on the part of KP arising from certain legislation.

More information relating to the personal data that we process and the **processing purposes** for which we use these personal data is given below.

When you use the Platform, we may collect the following data:

- (i) identification and contact details of the Customer and Customer's representative (including name, telephone number, email address, postal address and common data on profession and professional activity),
- (ii) consumption data,
- (iii) financial data,
- (iv) identification and contact details of Cardholders/ Customers' employees (including name, telephone number, home address (for sending Charging Cards at their home address), IBAN (for reimbursement))
- (v) transaction data of Cardholders/ Customers' employees (including charging sessions: charging card number, start and stop times, electricity consumption, charging station ID, location of the charging station used),
- (vi) Information on Customers' vehicles (including license plate, brand/ model, battery capacity)
- (vii) Information on user accounts: name, email address, password and language.

These data are collected in order to:

- (i) show you a clear view of all your transactions,
- (ii) enable you to use the Platform (registration, managing Charging Cards and Charging Stations, check transactions, ...) You will also have the possibility of adding additional accounts for your employees.
- (iii) send Cardholders their login credentials to use the Q8 electric Business App,
- (iv) inform you about promotions and actions at KP.

If you register a Charging Station with us, we collect your name, email address, postal address, data relating to the location of the charging station and financial data. These data are processed in the context of the use of your charging station and in relation to the provision of the service you have requested.

If you purchase a Charging Station from us, we collect your name, email address, postal address, installation details for the charging infrastructure and financial details. These data are processed in the context of the sale, installation and use of the charging infrastructure and in relation to the provision of the service you have requested.

If you use a Charging Station with the Q8 electric Card, we collect your personal data relating to this use. These data include the charging card number, the company that operates the charging station, location data and details of the charging session (charging card number, start and stop times, electricity consumption, charging station ID, location of the charging station used). KP uses these data for invoicing of the charging session(s) and payment processing. In addition, you will have the possibility of letting us know how your charging session went via e-mail or text.

If you have a company car or you have provided company cars for your employees, we collect data that are necessary to provide and install a Charging Station and to give you/ your employees a Charging Card or a combined Charging Card (if you require a combined fuel / electric card). KP uses these data to reimburse energy costs for 'home charging' and to inform you/ your employees about your consumption and the use of your private/public Charging Station.

It is the responsibility of the Customer to ensure that they have received all prior, individual and necessary consents, approvals and authorisations from the representatives of the Customer and Cardholders/ employees, and that they have informed these persons to enable such processing of personal data by KP in accordance with this provision. The Customer shall indemnify, protect and compensate KP with respect to any losses arising from or in connection with the Customer's failure to obtain all individual and necessary consents and approvals.

If you register in and use the Q8 electric Business App, the following personal data will be processed:

- (i) identification and contact details (including name, telephone number, email address, postal address and common data on profession and professional activity),
- (ii) consumption data,
- (iii) financial data,
- (iv) transaction data (of your employees) (including charging session data: charging card number, start and stop times, electricity consumption, charging station ID, and location of the charging station used),
- (v) log-in data: email address and Password.
- (vi) technical data (including device information and your language and country preference).

These personal data are processed for the following purposes:

- (i) contracting with you as a customer,
- (ii) offering services within the Q8 electric Services to Customers and Cardholders,
- (iii) administrative support by means of reimbursing expense reports,
- (iv) preventing and countering fraud and improper use,
- (v) invoicing,
- (vi) Informing you about promotions and actions at KP.
- (vii) improving our products and services (including but limited to surveys and interviews)

If you use the Q8 electric Business App, your current location on your device may be used (if you enable this) in order to offer certain features of the Q8 electric Business App, as set out in the Q8 electric General Terms and Conditions. The location is only processed on the device of the user to show their location on a map with charging stations in the vicinity. These location data are not stored in any databases. Your location data may be used for the following purposes:

- (i) identifying a Charging Station and activating a charging session in the Q8 electric Business App,
- (ii) invoicing (the name of the Charging Station will be indicated on the invoice),
- (iii) reporting a defective Charging Station via the contact form,
- (iv) providing a navigation feature (charge point finder).

You can easily enable the location feature by adjusting the permissions of the Q8 electric Business App via the settings of your device.

In addition, your personal data may be processed:

- to provide assistance if you contact our customer service and submit any complaints and/or questions,
- to conduct surveys and interviews so that we can gain a clearer understanding of the wishes and profiles of our customers,
- to gain a clearer understanding of your business needs and improve our products and services,
- for statistical and archiving purposes.

With whom can we share your personal data?

Sharing within the group

As part of the processing activities for the aforementioned purposes, the personal data collected may be transferred to other companies within the Kuwait Petroleum Group. Such transfers are covered by an intragroup agreement that provides specific contractual protection to ensure that your personal data are appropriately and consistently protected, regardless of where they are transferred within the Kuwait Petroleum Group. Your personal data will be shared only when necessary for the realization of the above purposes and will be shared only with companies of the Kuwait Petroleum group located within the European Economic Area.

Third parties

In the context of the services provided by KP via the Q8 electric Business App and the Platform, your data may be shared with and processed by:

- Software suppliers,
- App and platform suppliers,
- Advertising and marketing agencies, companies offering mailing services,
- Suppliers of our Charging Cards, which is also responsible for sending the cards to the delivery address of your choice,
- Customer Services,
- Navigation service provider,
- Our supplier for installing, managing and maintaining electric chargers, 50five Belux, in his capacity of independent data controller,
- Our supplier for invoicing, reimbursing and collecting revenue, LMS, in his capacity of independent data controller.

KP may also share the personal data of the Customer, representatives of the Customer and Cardholders with:

- authorities or other third parties further to a request from an authority, when this is required by law or when it is necessary to identify, contact or institute legal proceedings against individuals,
- third parties to which KP may sell or transfer its business or assets, in part or in full, after which representatives of the Customer and Cardholders will be able to contact the third party if they have any questions about the processing of their data,
- third parties which provide administrative and communication services or manage transactions on behalf of KP, including service providers relating to electronic or paper invoicing and/or, as appropriate, which collect and/or process the data on the instructions of KP for the aforementioned purposes, and
- bailiffs and/or lawyers.

KP ensures that these recipients only gain access to personal data that are relevant, appropriate and necessary for the processing.

International transfers

In principle, KP will only forward personal data to countries within the EEA, or countries outside the EEA which fall under a European Commission adequacy decision. In other cases, KP ensures that appropriate measures are taken for international transfers, including, but not limited to, model contract provisions or other appropriate mechanisms (depending on the situation) in compliance with the GDPR requirements in order to guarantee adequate protection. In any case, personal data will only be transferred if this is necessary for the realization of the aforementioned purposes.

Links to other websites

The Platform and the Q8 electric Business App may contain links to other websites that are not owned, controlled or maintained by KP. We cannot be held responsible for the privacy policies of other websites or for the implementation of these policies, even if:

- you accessed the third-party website via a link on the Platform or the Q8 electric Business App, or
- you were referred to the Platform and the Q8 electric Business App via a link on the third-party website.

We recommend that you read the privacy policy of each website you visit and that you contact the owner or operator if you have any questions or comments.

How long do we store your personal data?

Your personal data will be stored as long as you remain an active Customer. Thereafter, we keep your data for archiving purposes and fraud detection for a maximum of five (5) years. Transaction data are kept for two (2) years.

What are your rights with regard to your personal data?

Under the data protection legislation, you have the right, under certain conditions, to access your personal data as well as the right to rectify incorrect or incomplete data, to have your data deleted and, if applicable, to withdraw your consent.

The Customer has the possibility of modifying a number of data items of its Cardholders via the Platform. If you wish to exercise one or more of your rights and you are unable to do so via the Platform or the Q8 electric Business App, please let us know via the email address privacy@q8.com. We will then make every effort to take the necessary steps, including for example:

- providing you with a copy of the data you have supplied us with,
- rectifying errors in the data we hold,
- deleting any data for which we no longer have a legal basis or purpose to use them.

In addition, in certain cases you have the right to object to the use and processing of your personal data. You can also request at any time to restrict the processing of your personal data, for example while a complaint is being investigated.

Furthermore, you also have the right to object to any processing, including profiling, based on the legal ground of legitimate interests, unless our reasons for this processing outweigh any adverse consequences for your rights and freedoms.

Within the limits of the law, you also have the right to transfer your personal data to another organisation (data portability). Your exercising of these rights shall be subject to a number of restrictions intended, for example, to safeguard the public interest (e.g. fraud prevention or detection). If you wish to exercise any of

these rights, we will examine your request and if possible, reply within one month. [We may charge a reasonable fee for 'repeated requests', 'manifestly unfounded or excessive requests' or 'further copies'.](#)

If you are dissatisfied with our use of your personal data or you do not agree with our response to the exercising of any of the above rights, you have the right to lodge a complaint with the Data Protection Authority:

Data Protection Authority

Drukpersstraat 35, 1000 Brussels
+32 (0)2 274 48 00
+32 (0)2 274 48 35
contact@apd-gba.be

Autoriteit Persoonsgegevens

Postbus: 93374
2509 AJ – Den Haag
Tel: 070-8888 500
Fax: 070-8888 501

National Commission for Data Protection

15, Boulevard du Jazz
L-4370 Belvaux
Tél. : (+352) 26 10 60 -1

Changes

We reserve the right to change this addendum if necessary, for instance to comply with changes in the legislation, regulations, new practices and procedures or obligations imposed by the Supervisory Authority or to inform you about an adjustment to the processing of your personal data as a result of a change in our services. This Data Processing Addendum was last modified on 25 February 2025.

How to contact us for questions or comments

If you have any questions or would like more information, please send an email to privacy@q8.com.

Or write to the following address:

Kuwait Petroleum (Belgium) NV

Attn Data Protection Officer
Desguinlei 100/8
2018 Antwerp

Kuwait Petroleum (Nederland) B.V.

Attn Data Protection Officer
Stationsplein 45,
3013 - AK Rotterdam

Kuwait Petroleum (Luxembourg) SA,

Attn Data Protection Officer

12, Rue de l'Industrie,

L-8069 Bertrange

Section 4:

Special General Terms and Conditions for the sale of charging stations and optional products and services for companies and professional customers

Section 4: Special General Terms and Conditions for the sale of charging stations and optional products and services for companies and professional customers

The sale of charging stations and optional products and services for companies and professional customers are only subject to these Special General Terms and Conditions.

By signing or ticking the checkbox indicating to have read and understood and to accept the Special General Terms and Conditions in the offer, quotation or agreement or no later than when the Order is placed (as described below), the Customer expressly confirms to have read and understood and to accept the Special General Terms and Conditions.

In case of contradiction, the Quotation will prevail over the Special General Terms and Conditions.

The Parties expressly agree that the Customer's general terms and conditions do not apply and that the Contract constitutes the entire agreement between the Parties in respect of the subject matter to which it relates.

PROVISIONS RELATING TO THE DELIVERY AND INSTALLATION OF THE QUOTATION CHARGING STATION

1. DELIVERY AND PROVISION OF THE QUOTATION CHARGING STATION

KP undertakes to deliver the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, to the Delivery Address, according to the arrangements set out in these terms.

1. If the Customer purchases the Quotation Charging Station and associated accessories, and, as the case may be, subscribes to Services, with a view to making them available to End Users, the Customer undertakes to ensure that these Special General Terms and Conditions are also enforceable against and complied with by them. The Customer shall be responsible for the End Users' use of the Quotation Charging Station, the associated accessories, and, where applicable, the Services.

2. RELOCATION

1. If the Customer wishes to use a Quotation Charging Station at a new address, KP may provide a customised quotation for the removal of the said Charging Station at the original address and its installation at this new address. If the Customer wishes to take a Quotation Charging Station and install it at its new address themselves, this will be under their full responsibility. Any defects resulting from incorrect disconnection or installation by the Customer shall not be covered by the warranty provided for in Article **Fout! Verwijzingsbron niet gevonden.** of these Special General Terms and Conditions.

3. DELIVERY AND INSTALLATION

1. The Quotation Charging Station, as well as the accessories chosen by the Customer in the Quotation, will be delivered (and installed if the Customer has opted for this) at the specified Delivery Address on the date and at the time as agreed with the installer. Unless otherwise agreed, delivery will take place no later than 60 days after the signing of the Contract. All delivery or installation terms set or agreed with KP shall be indicative and not binding.

KP cannot be held liable for missed timelines or any resulting damages

K

2. If the installation date of the Charging Station is not set by the Customer within a maximum period of ninety (90) days after the acceptance of the Quotation, (i) storage charges in the amount of EUR 70 per month will be applicable from the first working day following the above-mentioned 90-day period to the actual delivery date of the Quotation Charging Station (with this amount being payable from the first day of any given month even if delivery actually takes place during that month), unless otherwise agreed by the Parties, and (ii) the installer shall reserve the right to revise the price for the Installation Work included in the Quotation after the above-mentioned 90-day period, unless otherwise agreed by the Parties.
3. The Customer warrants to have the right to have the Quotation Charging Station installed at the Delivery Address.
4. If all or part of the installation has been carried out by an agent directly appointed by Customer, KP cannot be held liable for any error in the installation by the agent or any resulting damage.

4. STANDARD OR PERSONALISED INSTALLATION

1. If the Customer opts for the Quotation Charging Station to be installed by KP, KP will determine whether a Standard Installation is possible or whether a personalised installation is necessary on the basis of the conclusions of the Audit Form completed by KP or its partner or subcontractor after an interview (telephone, video call) and/or, if applicable, after a site visit to determine the Customer's needs or any technical difficulties. The audit report will be made available to the Customer and/or the End User by email.
The price for a Standard Installation, as stated in the Quotation, shall be applicable only if the conditions for such an installation are met (taking into account the definition of Standard Installation and the description of the services covered by this type of installation).
2. Unless otherwise stated, the Quotation Charging Station will be deemed (i) to be located on private property (at the home of the Customer or an End User, or at the Customer's place of business) and not on public property and (ii) without prejudice to Article 13.4, to be connected to a power grid that is free from pollution (i.e. not affected by harmonic or other interfering elements). Should this not be the case, KPB shall reserve the right to adjust the price for the Quotation Charging Station and its installation.
3. If the conditions for a Standard Installation are not met, KPB will charge the Customer for additional installation work as a supplement to the price of a Standard Installation or charge for a personalised or customised installation, as described in the Quotation. This price shall be based on the information provided by the Customer prior to the sending of the Quotation, as reflected in the Audit Form. Should the Customer have provided incorrect or incomplete information during the above-mentioned audit, KPB shall reserve the right to adjust the price of the installation and submit a new Quotation to the Customer with respect to these specific points.
4. The price shall be based on the rules and standards in force on the date of sending the Quotation. Any subsequent changes to these rules and standards that have an impact on the pricing of the Quotation and are beyond the control of KPB may result in a modification of the price, if it is possible to estimate accurately the impact of the changes to these rules and standards on the cost of the service to be performed.

5. DELIVERY AND WORK

1. The Customer or a person duly authorised by the Customer must be present on the agreed day and at the agreed times to grant access to the Delivery Address and to take delivery of the Quotation Charging Station and/or the works on the completion thereof.
2. The performance of the work on the Charging Station of the Quotation(s) by KPB depends on the following conditions being met:
 - The work can be carried out under normal conditions and in a healthy and safe environment, unless the Customer has previously mentioned that certain difficulties or complicating factors exist.
 - The work zone has been cleared of obstacles and is freely accessible so that KPB's installer is not obstructed during the installation work.
 - In the case of work being carried out via a crawlspace, this crawlspace is dry and sufficiently deep to work in.
 - The installer has free water and electricity, as necessary for the work, available on site.
 - The measurements and information communicated in advance by the Customer are correct and correspond to the actual situation.

- Prior to installation or connection, if applicable, the Customer must have carried out the prior Preparatory Work (as described in the 'Installation' annex to the Quotation) and completed it fully and correctly.

If any of these conditions are not met, prices and deadlines may be adjusted accordingly. Any costs associated with work carried out to make the workplace safe and accessible or any travel costs if KPB's installer is unable to carry out the work will be charged to the Customer on a cost-plus basis in accordance with the cost-plus rates available on the website as stated in the Quotation.

The work will be carried out during the normal working hours of KPB and/or its installer (between 8.00 and 16.30 on working days).

3. Any additional work described in a request signed by the Customer and any conflicting measurement that results in a change to the recorded measurements will be treated as an order and may result in a change in the prices or quantities provided.
4. 50five has arranged work accident, civil liability and business operations civil liability insurance cover. To the extent that KPB, 50five and/or its installer is not liable, the Customer shall bear responsibility for their personnel as well as for any items made available to KPB or its installer such as rooms, equipment and tools.
5. At the end of the work and after certification, if applicable, the Customer will be asked to proceed to delivery, notwithstanding any minor imperfections that can be repaired during the warranty period. Delivery will be accepted as soon as the Customer has signed the delivery document. Any refusal by the Customer to proceed to delivery must be indicated, together with the grounds for such refusal, in writing or by email to KPB within 48 hours following the request for delivery. In the event of such refusal, KPB may either accept the grounds for the refusal and reapply for delivery after the required work has been carried out, or request the appointment of an expert amicably or, failing this, judicially, who must assess the grounds for the refusal and, if necessary, determine the work to be carried out. Minor imperfections that can be rectified within a reasonable time will not constitute grounds for refusal insofar as they do not prevent the use of the Quotation Charging Station. If the Customer uses the Quotation Charging Station before delivery has taken place, the date of first use will be considered as the day on which delivery was accepted. Use of the Quotation Charging Station by the Customer prior to certification, where this is required, will be at the Customer's risk.
6. The electrical installation at the Delivery Address must comply with the applicable regulations, including the requirements of the Belgian General Regulations on Electrical Installations (RGIE/AREI). If this is not the case, KPB shall reserve the right to refuse to proceed with the installation or connection of the Quotation Charging Station or other work (e.g. the repair or maintenance of the Quotation Charging Station if the Customer has opted for this service) until the Customer can prove by means of an inspection document that the installation complies with the applicable regulations; the non-commencement or the cessation of the installation work will be regarded as needless travel and will be charged to the Customer in accordance with the rates for needless travel as specified in Article 11.1, paragraph 3.

Under no circumstances can KPB be held liable for the non-certification of the extension to the electrical installation (connected to the Quotation Charging Station) by the approved inspection body due to the non-conformity of the existing electrical installation and/or for reasons unrelated to the work carried out by KPB. Established breaches, comments made and modifications imposed by the approved inspection body in connection with the existing electrical installation or work not carried out by KPB and a re-inspection by the approved inspection body are not included in the price; the cost thereof will be borne exclusively by the Customer.

7. A Standard Installation or a personalised or customised installation never includes work on earthing. Quotations are always drawn up on the assumption that earthing is available and compliant, regardless of whether a site visit has taken place. Under no circumstances can KPB be held liable for the non-certification of the extension to the electrical installation (connected to the Charging Station of the Quotation) by the approved inspection body due to the unavailability or non-conformity of the earthing. Work to make the earthing compliant and a re-inspection by the approved inspection body are not included in the price; the cost thereof will be borne exclusively by the Customer. 7.8. KPB draws the Customer's attention to the fact that any work that may be carried out by themselves or any subcontractors at the Customer's facility may involve risks, including safety risks. These risks are included in the Annex on risks available on the website as mentioned in the Quotation.

The Customer will inform KPB in writing, before the commencement of the work, of the safety and other risks associated with its activity and/or the Customer's facility where the work will be carried out.

6. TRANSFER OF OWNERSHIP AND RISKS

1. The transfer of ownership of the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, will only take place after payment in full for the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation. Without prejudice to the provisions below in relation to the transfer of risk, and until payment has been made in full, the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, will remain the property of KPB. As long as KPB retains ownership of the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, the Customer shall be obliged to use and maintain the aforementioned item or items in a responsible manner.
2. The risks shall be transferred to the Customer (i) in respect of the Quotation Charging Station, when the Customer signs in confirmation of receipt thereof, and (ii) in respect of the accessories, if any, chosen by the Customer in the Quotation, after the delivery, or after the installation, of the Quotation Charging Station.

7. WARRANTY

1. KPB grants the Customer a warranty covering against any non-conformity in the Quotation Charging Station, and where applicable of the accessories chosen by the Customer in the Quotation, for a period of up to two (2) years from delivery unless otherwise specified in the Quotation.
2. The Customer is expected to inform KPB of any non-conformity within a reasonable time and no later than fourteen (14) days after the discovery of the defect. KPB undertakes, as it chooses, either to repair or to replace the Quotation Charging Station, and, if applicable, the accessories chosen by the Customer in the Quotation, within a reasonable period of time. The warranty does not apply if the lack of conformity is due to inappropriate or incorrect use by the Customer or to an external factor independent of KPB (e.g. a problem on the grid) or if the deadlines mentioned above are exceeded. The warranty covers only material repairs or material replacement of the Quotation Charging Station. If during the warranty period, the Quotation Charging Station and/or accessories need to be replaced or repaired under the terms of the warranty, the transport and labour costs will be charged to the Customer according to the cost-plus rates available on the website as mentioned in the Quotation.

3. KPB will grant the Customer a warranty on the installation work carried out by it if the installation shows a conformity shortcoming for a period of six (6) months from delivery unless otherwise stipulated in the Quotation. Normal use, wear and tear etc. are not covered by this warranty.
4. KPB offers no warranties other than those described in this article.

8. RIGHT OF RETURN

On the purchase of a new Quotation Charging Station, the Customer shall be entitled to return their old (disconnected) Charging Station to KPB. The take-back of the old appliance will occur at the same time and in the same place as the delivery of the new Quotation Charging Station. The old Charging Station must contain all the components essential for its operation, without waste materials unrelated to the appliance and without any elements that would pose a risk to the health and safety of the installer and KPB employees. The Customer will disconnect this old Charging Station themselves in advance so that KPB's installer may take it away. If the Customer is unable or unwilling to disconnect the old Charging Station themselves, this will be included in the Quotation. If the Customer wishes to exercise this right to request disconnection from KPB, it must inform KPB at the latest at the time it returns the signed Quotation. By exercising this right, the Customer warrants that they own the Charging Station and may freely dispose of it. Moreover, they shall waive their ownership rights to the Charging Station concerned.

PROVISIONS RELATING TO SERVICES

9. SERVICES INCLUDED IN THE CONTRACT

The following terms and conditions shall apply to the services subscribed to by the Customer in the Quotation, where applicable.

1. Charging Station Management service

The Charging Station Management service includes the underlying services 'Management and Administration – Configuration' and 'Telephone Support (Helpdesk)' and is offered to the Customer subject to subscription as stipulated in the Quotation.

- **Platform**

To the extent that the Quotation Charging Station requires a cable connection or GPRS/UMTS signal powerful enough to communicate with the Platform, the Customer must ensure that the Quotation Charging Station is installed in a location where such communication is possible and assumes all responsibility in this regard.

- **Management and Administration – Configuration**

KPB will be responsible for the configuration of the Platform. During the commissioning of the Quotation Charging Station, the Customer may opt for the following configurations:

- The Quotation Charging Station can be configured so that only the Customer and/or End Users to whom they give a Charging Card can charge vehicles. Unless otherwise agreed by the Parties, where applicable, a zero rate will apply to the Quotation Charging Station for the Customer and End Users charging with their Charging Card.
- The Customer may also decide to have the Quotation Charging Station, in addition to the configuration set out under 11.1.2.1, configured as a Public Charging Station, as a result of which the Quotation Charging Station will also be accessible to third-party charging cards. Where applicable, the Customer will communicate to KPB the rate applicable for use of the Quotation Charging Station by third parties at the time

of its activation. The Customer may subsequently change this rate by sending a written notification to this effect to KPB, up to four (4) times per year. The Quotation Charging Station will also be displayed in various apps in accordance with applicable regulations.

- If the Customer wants the use of the Quotation Charging Station for a certain category of employees for whom the Customer does not bear the charging costs to be subject to a rate other than that for third parties referred to in Article 1, paragraph 2, point 2, this is only possible if this employee uses a KPB Charging Card. Where applicable, (i) the Customer must provide the details of the employees concerned, (ii) the Customer must notify KPB of the rate applicable to the Quotation Charging Station for the users concerned (the Customer may subsequently change this rate by sending a written notification to this effect to KPB, up to four (4) times per year), and (iii) a separate agreement for the Charging Card must be drawn up between KPB and the employee concerned.
 - If the Quotation Charging Station is installed at the premises of an End User who works for the Customer (an employee), it may be configured so that the charging costs are borne by the Customer (the employer). Unless otherwise agreed by the Parties, the rate applied at the Quotation Charging Station, which will be invoiced to the Customer and credited to the End User, will be based, where applicable, on the average commercial domestic electricity price as published monthly by the regulator CREG, subject to system roundings and publication availability. This price will be adjusted monthly.
 - If the Quotation Charging Station is configured as a Public Charging Station, the Customer shall be solely responsible for determining the access and pricing conditions for this Quotation Charging Station and communicating them to KPB and third parties. The Customer shall assume all responsibility in this regard.
- Telephone Support (Helpdesk)
In the event of problems with a Quotation Charging Station or a Charging Card, the Customer and/or the End User must immediately contact the Helpdesk.

KPB does not guarantee that the Helpdesk will be available at all times, nor that the Helpdesk will be able to resolve the Customer's and/or End User's problem.

In the event that an End User attempts to remedy the defect of the Quotation Charging Station or the Charging Card themselves, KPB will not be liable in any way for any resulting damage.

2. Incident Handling service

- The Incident Handling service will be offered only if the Customer has selected and paid for the Charging Station Management service for the Quotation Charging Station.
- For the Incident Handling service, a distinction should be made between incident handling at a Quotation Charging Station on alternating current (AC charging station) and a Quotation Charging Station on direct current (DC charging station). If the Customer opts for the Charging Station Management service and for as long as this Charging Station Management service is running, the Customer may automatically have access to the Incident Handling service for Quotation Charging Stations on alternating current (AC) in accordance with the provisions included in Articles 2, paragraph 3 to Article 2, paragraph 5. For Quotation Charging Stations on direct current (DC), the terms and price conditions will be included in the Quotation and the Customer must make their choice known to KPB.
- In emergencies, such as situations involving smoke, fire, or loose cables, KPB provides necessary assistance to ensure safety. They will address the situation as much as possible within one working day after being notified.

- On-site interventions will be invoiced at the cost-plus rates available on the website as mentioned in the Quotation, while spare parts, if not covered by the warranty provided in Article **Fout! Verwijzingsbron niet gevonden.**, will be invoiced at unit price.
- The following elements fall outside the scope of Incident Handling:
 - all civil engineering work and finishing required by equipment replacement.

10. DURATION AND TERMINATION

Unless otherwise provided for in the Quotation, a subscription to the Services is concluded for an indefinite period, and commences on the date on which the Charging Station is activated.

Either Party may terminate the Services at any time by giving prior written notice (sent by registered letter or email) of at least three (3) months. The aforementioned period of three (3) months will commence on the first day of the month following the month in which the notice was sent by one Party to the other Party.

After the termination of the Services, the Customer will no longer have access to the Platform and KPB will no longer be able to offer the Services. Subsequent use of the Quotation Charging Station may require reactivation on a platform of another service provider. KPB shall not be liable for any direct or indirect consequences or damage arising from any interruption of the Services following termination of the Services in accordance with this clause.

COMMON PROVISIONS

11. PRICES, INVOICING AND PAYMENT

Price and invoicing in respect of the Quotation Charging Station and its installation	-The unit price of the Quotation Charging Station is stated in the Quotation. The Recupel contribution of EUR 0.1210 incl. VAT is included in this price. The price for installation and/or commissioning (if required) of the Quotation Charging Station, and if applicable, the price of the accessories chosen by the Customer are also stated in the Quotation. Any increase in duties, taxes, recycling charges or other public order contributions will be borne by the Customer. -Invoices shall be payable within thirty (30) calendar days of the invoice date. The Customer may only pay by bank transfer.
Pricing and invoicing in respect of charging costs	-The subscription charge relating to the Charging Station Management service does not include charging costs, which depend on the rate set on the Charging Stations used. -Any charging costs will be invoiced monthly (separately) to the Customer and/or, where applicable, to the End User and, unless otherwise agreed with the Customer, shall be payable within fourteen (14) calendar days from the invoice date. If charging takes place at a Public Charging Station, the applicable rates will be determined by the

	manager/owner of the Public Charging Station concerned. KPB has no influence on the level or structure of these rates. In the event that KPB and the Customer decide to pay charging costs by monthly direct debit from the End User's bank account, the Customer and the End User must ensure at all times that the amounts due can be collected by direct debit from the relevant End User's bank account. -If the Quotation Charging Station is configured as a Public Charging Station (cf. Article 9.1, paragraph 2, point 2, the amounts corresponding to the use of the Quotation Charging Station by third parties will be invoiced by KPB to the third parties and credited monthly to the Customer (or to another entity designated by the Customer) through a self-billing procedure. The Customer agrees to this self-billing procedure. -If the Quotation Charging Station at the premises of the End User (employee) is configured so that the charging costs are borne by the Customer (the employer) (cf. Article 9.1, paragraph 2 point 4, the End Users' charging costs will be invoiced to the Customer and credited by KPB to the End Users concerned.
--	--

9.2

9.19.1

1. Formalities – Disputes – Delays – Taxes

- KPB will send invoices in PDF format by email to the Customer at the Customer's invoicing email address provided to KPB by the Customer or, in the absence thereof, at the Customer's email address specified in the Quotation.

Both KPB and the Customer declare that they will comply with the legal provisions applicable to electronic invoicing. Any non-electronic communication will be sent to the invoicing address specified in the Quotation. The Customer will inform KPB of any change in the data mentioned above.

- Any invoice not disputed within twenty (20) days of being issued will be deemed to have been accepted by the Customer.
- For any unnecessary travel of an installer (e.g. if the Customer is not at the Delivery Address at the agreed time or if one or more of the conditions set out in Article 5.2 are not met), the Customer will be invoiced a flat-rate charge for unnecessary travel at the rates shown on the website as mentioned in the Special Terms and Conditions. KPB shall reserve the right to charge a higher amount if the costs are higher. The cancellation or postponement of an appointment must take place at least two (2) working days before the scheduled appointment date. If the Customer notifies KPB less than two (2) working days before the scheduled appointment date, they will be charged the flat-rate charge for unnecessary travel.
- If the Customer does not pay its invoice on time, i.e. within the payment period of thirty (30) calendar days, KPB will send a reminder. If the Customer still fails to pay after this reminder, KPB will send a notice of default. If the Customer has not paid the invoice fifteen (15) days after the notice of default, KPB shall reserve the right to suspend the performance of the Contract, deactivate the account of the Customer and the associated End-users on the Platform and block the Customer from future installations until the invoice has been paid, as

a result of which charging will temporarily no longer be possible at the Charging Stations and with the Charging Cards of the Customer and associated End-users under this account and no new installations will be carried out. KPB shall be entitled to transfer its claim against the Customer to KPB. KPB shall not be liable for any direct or indirect consequences or damage arising from such temporary deactivation. The costs of reminders and notices of default shall be borne by the Customer. In the event of non-payment, interest will be calculated automatically and without prior notice at the rate provided for by the Law of 2 August 2002 on combating late payments in commercial transactions, from the due date of the invoice. In addition, any invoice remaining unpaid on the due date will be automatically increased by 12%, with a minimum of (i) where applicable, EUR 40 for the Services and/or charging at the Public Charging Stations and (ii) EUR 150 for the purchase and, where applicable, the installation and commissioning of the Quotation Charging Station.

- KPB shall reserve the right to make the execution of an Order subject to the prior payment of an advance. If the advance is not paid by the Customer, the Order may be terminated automatically and without notice on the grounds of default by the Customer. In the event of termination of the Contract on the grounds of default by the Customer, the advance paid or to be paid will be acquired by KPB, without prejudice to the right to additional compensation if the damage suffered by KPB exceeds the amount of the advance.
- The prices set out in the Quotation do not include value-added tax or any Tax Charges. The Tax Charges will be borne by the Customer and will be shown separately on the invoice. Any change in the Tax Charges will be passed on to the Customer transparently.
- KPB shall reserve the right to have invoicing and self-billing (in whole or in part) carried out by a third party.
- Invoices and self-billing invoices will be sent by email to the address communicated to KPB by the Customer (or, in the case of End Users with an address other than the aforementioned, to the address communicated by the End Users), on a monthly basis. The invoice and self-billing invoices for the charging costs will be accompanied by a summary of the charging sessions and the corresponding costs.

12. USE OF THE QUOTATION CHARGING STATION

1. The Customer is expected to use the Quotation Charging Station and the accessories chosen in the Quotation in a responsible manner and only for the purpose for which they are intended, in accordance with the provisions and clarifications of the instructions for use and applicable regulations, e.g. regarding safety.
2. Any modification by the Customer to the Quotation Charging Station and, if applicable, to the accessories chosen by the Customer in the Quotation without KPB's prior written consent, will be at the Customer's risk. KPB shall not be liable for any damage caused by the use of the Quotation Charging Station and the chosen accessories or any damage to the Quotation Charging Station or the chosen accessories resulting in the broadest sense from any such modification.

13. LIABILITY

1. The provisions of this article shall apply without prejudice to any mandatory legal provisions concerning product or other forms of liability that take precedence over them. Nothing in this Contract will release KPB from liability for intentional bad faith actions or gross negligence on its part or on the part of its agents or representatives. The provisions of this article shall apply without prejudice to the provisions of Article **Fout! Verwijzingsbron niet gevonden.** (Warranty).

2. KPB shall only be liable for (i) material damage directly resulting from gross negligence on the part of KPB or its agents (excluding indirect damage, consequential damage, undetectable defects, loss of production, loss of profit, and/or loss of income), and (ii) death or personal injury resulting from an act or omission on the part of KPB or its agents. If KPB is held contractually or extra-contractually liable, this liability shall be limited to EUR 100,000 per claim, with a maximum total of EUR 500,000 for all claims combined. KPB shall not be liable for loss of profit, loss of income, loss of expected savings, loss of time, loss of income and any other indirect damage, for example in the event of loss of data and immaterial damage.
3. KPB shall not be liable if the damage has been caused directly or indirectly, in whole or in part, by incorrect, negligent or improper use of the Quotation Charging Station, its accessories, the Platform, the Charging Card or the Services without any fault on the part of KPB. This shall apply to the use by the Customer or any other person of both hardware and software. For example, KPB shall not under any circumstances be liable for damage arising from the use of an inappropriate cable (such as the use of an extension cable) or the charging of inappropriate equipment; or for any use not in accordance with the user instructions such as those relating to safety. Under no circumstances shall KPB be liable for technical or computer problems, for data loss due to the technical limitations of the computer equipment or electronic means of communication chosen by the Customer, or due to the technical limitations of the technology as such, such as Wi-Fi or 3/4/5G signal. KPB likewise shall not be liable in the event that the Quotation Charging Station becomes inaccessible due to a problem with access to the Platform or an interruption of the Platform for any reason.
4. KPB shall also not be liable for any damage (to the Quotation Charging Station and/or, as the case may be, to the vehicles connected to it) relating to the poor quality of the power grid to which the Quotation Charging Station is connected (for example, in case of 'pollution' of the grid by the industrial processes undertaken on that grid). KPB likewise shall not be liable if the Quotation Charging Station does not function (or does not function optimally) for certain electric vehicles in such a context. All costs relating to the resolution of such a situation (such as the installation of filters, isolation transformers, etc.), including any analysis of the quality of the power grid concerned, will be borne by the Customer and are not included in the Quotation, unless otherwise stated.
5. It shall be the Customer's responsibility to ascertain whether a permit is required for the installation of the Charging Station and to take the necessary steps to obtain such a permit.
6. It shall be the Customer's responsibility to (i) notify their fire insurance provider of the installation of the Quotation Charging Station at the Delivery Address and (ii) notify the grid operator of the Quotation Charging Station after installation.
7. The Customer alone shall be liable for any damage caused by inaccuracies or errors in the information, plans or specifications transmitted to KPB.
8. Claims by the Customer in connection with the Services transferred to 50five under the partial transfer in connection with Article 22.2 of these Special General Terms and Conditions and provided by 50five must be directed to KPB, regardless of whether the claim relates to 50five or KPB. KPB shall be liable and responsible for the provision of the Services by 50five, subject to the provisions of this Article 13, with the restrictions contained in this article also applying to 50five.
9. For the avoidance of misunderstanding and within the limits of the law, the Parties agree that the reparation of damage caused by non-compliance with a contractual obligation by an auxiliary party (including all personnel, employees, directors, officers, agents, representatives, consultants, suppliers, (sub)contractors, successors and assignees of such contracting party) (i) may only take

place on the basis of a contractual claim against that Party in accordance with the liability provisions of the present Agreement, (ii) does not entitle the Party suffering the damage to make a non-contractual claim against the Party causing the damage, and (iii) does not entitle that Party to bring a non-contractual claim against any auxiliary party of the Party causing the damage, even if the event giving rise to the damage also constitutes a wrongful action.

14. CHANGE OF PRICES

1. KPB has the right to adjust the prices for the Services related to the charging installation , in accordance with the following formula:

$$P_{\text{nieuw}} = P_{\text{oud}} * \left\{ 0.2 + \left[0.8 * \left(\frac{\text{Agoria}_{\text{nieuw}}}{\text{Agoria}_{\text{oud}}} \right) \right] \right\}$$

Where

'P_{new}'= the new, index-adjusted price;

'P_{old}'= the original price as agreed at the conclusion of the Contract or, if more recent, the latest index-adjusted price;

'Agoria_{new}'= the Agoria Digital index as published by Agoria for December of the year preceding the new year. If this value is not yet available, the last available publication will be used; and

'Agoria_{old}'= the Agoria Digital index at the time of conclusion of the agreement or, if more recent, at the time of the last price increase.

15. INTELLECTUAL PROPERTY

The Contract does not involve any transfer of intellectual property. All intellectual property rights protecting any product or service provided to the Customer in performance of this Contract (including all rights in respect of software, websites, documentation, plans, specifications, descriptions, calculations and photographs as well as rights to photographs, logos, designs, slogans or trademarks) shall remain the exclusive property of KPB or its partners. The Customer only acquires a non-exclusive and non-transferable licence to use the delivered products according to their intended purpose or to make use of the services for the duration of the Contract.

Without prejudice to Article 17, the Customer accepts that KPB may use the data provided by the Customer when using the services and the information to which they relate for the development of its products and services, which are then covered by KPB's property rights.

16. ELECTRONIC COMMUNICATIONS

1. The Customer agrees that KPB will, as far as possible, send all messages concerning its contract(s) by email. This means that the Customer will no longer receive these messages on paper by post. These messages may relate, inter alia, to the prices and/or contractual terms of the contract(s) and any changes thereto, the Customer's personal data and/or a relocation.
2. The Customer agrees that KPB will, as far as possible, send its invoices and messages relating thereto exclusively by email. This means that the Customer will no longer receive its invoices and messages relating thereto, including reminders, on paper by post, and that the electronic invoice is the only official invoice. The Customer itself shall be responsible for downloading and storing its invoices.

3. The Customer undertakes to read their emails regularly and ensure that the mailbox has sufficient capacity to receive KPB's emails. The Customer will ensure that emails from KPB are not treated as spam. The Customer will immediately notify KPB of any change to their email address. If KPB determines that it is unable to send the emails to the Customer, it may unilaterally decide to redeliver these messages on paper by post. The Customer has the option to indicate at any time that they wish to receive these notices on paper by post in the future.

17. PROTECTION OF PERSONAL DATA

In the context of providing the Services, KPB, as the data controller, processes certain personal data of the Customer and, where applicable, of the End User. In this context, KPB undertakes to process such data in accordance with applicable personal data protection laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ('GDPR'), as well as national personal data protection laws, as in force and applicable, and as amended, supplemented or replaced from time to time. Annex 3 ('Data Processing Addendum') to the General Terms and Conditions describes how KPB handles these data. That Addendum also applies to these Special General Terms and Conditions.

18. FORCE MAJEURE

1. KPB shall not be liable for delays or deficiencies in the performance of the Contract resulting from circumstances beyond its control or unforeseen events that it could not have prevented (force majeure).
2. A force majeure event means any event or circumstance which prevents or restricts KPB from meeting its obligations under this Contract which is beyond its reasonable control and which KPB could not reasonably prevent or control. Force majeure includes the following cases to the extent they fall within the scope of the aforementioned definition of force majeure (non-exhaustive list): fire, earthquake, ice, hurricane, tornado, exceptionally heavy rain or snowfall or storms or any other natural disaster; acts of war or hostilities (declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, revolution, disturbance of law and order, insurrection, civil unrest, sabotage, terrorism or the threat of such acts; illness, accident, strike, labour disputes and similar events.

19. BANKRUPTCY

The bankruptcy of either Party shall automatically terminate the Contract. The amounts owed by the bankrupt Party at the time of bankruptcy will be claimed immediately. Moreover, bankruptcy shall not affect the right of each Party to seek compensation from the bankrupt Party for damage suffered as a result of the termination of the Contract, in accordance with Article 20.

20. DISSOLUTION

Without prejudice to the provisions of the following paragraph, each Party shall have the right to terminate the Contract with immediate effect and without judicial intervention if the other Party fails to comply with an essential obligation under this Contract and fails to remedy the breach within a period of thirty (30) calendar days after receipt of a notice of default. Essential obligations include – although this list is not

exhaustive – the payment obligations set out in Article **Fout! Verwijzingsbron niet gevonden.**, the lawful and authorised use of the Services, and compliance with the duty of confidentiality.

In the event of dissolution, the defaulting Party shall remain liable to the other Party for its payment obligations and the other Party shall retain the right to seek compensation.

21. CONFIDENTIALITY

The Customer and KPB acknowledge the confidential nature of the provisions of this Contract as well as any information that is provided by the other Party in the context of the performance of this Contract that is expressly classified as confidential, or could reasonably be regarded as confidential. Such information may not be disclosed to third parties without the consent of the other Party, other than to their insurers, insurance broker, advisers, consultants, subcontractors, financial institutions and affiliated companies of KPB as stipulated in Article 1:20 of the Belgian Companies and Associations Code. Any parties who take over this Contract or who work as subcontractors for KPB in accordance with Article 22 and the KPB Partners and End Users shall not be considered to be third parties for the purposes of this article (with the proviso that they must therefore also comply with the duty of confidentiality). Each Party shall remain liable for any breach of this duty of confidentiality. This article shall continue to apply for a period of five (5) years from the end of the Contract.

22. OTHER CONDITIONS

1. The Customer may not assign this Contract to a third party without the prior written consent of KPB.
2. The Customer expressly agrees that the portion of KPB's rights and obligations with respect to the Customer under the Charging Infrastructure Contract, including invoicing and collection with respect to the associated payment obligation to KPB, will be transferred to 50five.

The following rights and obligations will be transferred:

- KPB's obligations and corresponding claims against the Customer for the Services; and
- the right to invoice and collect payments relating thereto in its own name and at its own risk (which will therefore not subsequently be collected by KPB).

The transfer referred to herein involves a partial transfer of claims as referred to in Article 5:174 of the Belgian Civil Code and a partial assumption of debts as referred to in Article 5:187 of the Belgian Civil Code from KPB to LMS, for which a separate agreement has been concluded between KPB and 50five, and to which the Customer hereby consents. The Customer is hereby notified of the partial transfer.

Therefore, in the context of the performance of its role in connection with the partial transfer of rights and obligations from KPB to 50five, 50five shall be authorised by the Customer to collect payments from them by means of a direct debit, if this payment method applies to this Contract.

This partial transfer will have no further effect on the other terms of the Services provided by KPB to the Customer under this Contract. Any payment terms, warranties and other provisions in the Quotation and the Special General Terms and Conditions that may apply to this partial transfer will not change as a result and will remain expressly applicable regardless of the partial transfer.

The partial transfer shall take place only to the extent set out above and will in no case include any entity other than 50five. In other respects, the Contract shall remain in force between KPB and the Customer.

3. 50five shall also be entitled to transfer any claims it has under the Contract back to KPB (e.g. in the event of unpaid invoices).
4. KPB shall be entitled to have the object of the Contract performed by one or more third parties of its choice.
5. Any dispute under this Contract will be finally settled by the courts of Antwerp. This Contract is governed by Belgian law.
6. The invalidity of any provision of this Contract shall not result in the invalidity of the entire Contract, but only of the invalid provision. The invalid provision will be replaced by a valid provision reflecting the intention of both Parties. The two Parties will negotiate in good faith to this end.

Section 5:

Special General Terms and Conditions for the
Provision of Maintenance Services for
Businesses and Professional Clients

Section 5: Special General Terms and Conditions for the Provision of Maintenance Services for Businesses and Professional Clients

These terms and conditions apply to professional customers who enter into a maintenance package agreement with KPB.

The provision of maintenance services to businesses and professional clients is subject to these Special General Terms and Conditions. These Special Terms supplement the Special General Terms and Conditions for the sale of charging stations and optional products and services for businesses and professional clients.

By signing or ticking the checkbox acknowledging and accepting these Special General Terms and Conditions in the offer, quotation, agreement, or no later than when placing the Order, the Client explicitly confirms that they have read, understood, and accepted the Special General Terms and Conditions.

In the event of a conflict with the Special General Terms and Conditions for the sale of charging stations and optional products and services for businesses and professional clients, these Special General Terms and Conditions shall prevail. In the event of a conflict with the Offer, the Offer shall take precedence over the Special General Terms and Conditions.

The Parties expressly agree that the general terms and conditions of the Client shall not apply and that the Contract constitutes the entire agreement between the Parties concerning the subject matter to which it relates.

Before KPB can take over the management of a charging station, KPB will at all times conduct an on-site technical inspection and assessment.

Unless otherwise indicated by Q8, the technical inspection will consist of:

- Physical inspection of the exterior of the charging points for defects and the determination of the need for renovation or replacement (e.g., damage to the casing, discoloration, porosity of sheet materials)
- Ensuring that all charging facilities comply with legally required standards and norms for plugs, identification, and payment
- Checking for the presence of condensation
- Measuring voltage levels, grounding, and phase rotation
- Placement (possible tilt) on the wall or on/in the ground and robustness
- Reading (and verifying) the MID meter
- Collecting available drawings/schematics
- checking for commissioning reports; software updates
- Starting and stopping charging sessions and ensuring proper locking of the charging cable
- Providing the charging stations with a fault sticker
- Replacing the SIM card if necessary
- Checking for the presence of a main switch and residual current devices.

A management report will be provided for each inspection, consisting of at least:

- A photo of the front and rear
- A photo of the interior
- A photo identifying the charging station

- Performed actions
- Findings and any repair or improvement proposals.

NOTE: If the Charging Station has been improperly installed by a third party and not commissioned by KPB, KPB reserves the right at all times to refuse to take the Charging Station under its management and to terminate the Contract.

1. CONDITIONS

Corrective maintenance

VALIDITY & PAYMENT

The Offer is valid for 30 days after receipt. Once this validity period has expired, the Offer must be revised for any potential price changes. Q8 reserves the right to perform a credit check for payment purposes. The conditions and prices in the Offer are subject to a positive credit check. If a positive credit check is not achieved, additional conditions may be required.

INVOICING

The subscription fees for corrective maintenance are charged on a monthly basis, unless otherwise agreed upon in the Offer. In the case of maintenance or a malfunction, any materials, parts, or hours that fall outside the monthly "maintenance subscription" will be invoiced directly to the Client after the visit. Payment is due 30 days after the invoice date.

DURATION AND TERMINATION

The Client may extend their maintenance subscription up to a total period of five (5) years. Termination follows the provisions of Article 10 of the Special General Terms and Conditions for the sale of charging stations and optional products and services for businesses and professional clients.

WARRANTY

KPB guarantees that spare parts are free from defects for twelve (12) months from the date of delivery. The Client may not transfer the Warranty stipulated in this document to End Users who are consumers.

kpb can only handle the manufacturer's warranty with the manufacturers and is not responsible for the installation warranty of third parties if the installation was not carried out under Q8's supervision or was later modified by the Client. Labor and/or call-out costs are not covered by the warranty unless a maintenance contract has been signed. The standard 2-year warranty period can be extended within the same term to a total warranty period of 5 years. A maintenance contract cannot be concluded if the charging station is not under warranty.

LIABILITY

The liability of KPB is governed by the provisions of Article 14 of the Special General Terms and Conditions for the sale of charging stations and optional products and services for businesses and professional clients.

SAFETY

- Safety is a shared responsibility between the Customer and KPB.
- The CUSTOMER ensures that the conditions under which Q8 employees or subcontractors carry out work on the Client's premises or at the Client's worksite meet the applicable (legal) safety

requirements, at least equivalent to the level of safety that the Client is obligated to provide for its own employees.

- For the safety of kpb employees, it is necessary to identify any risks associated with working in the specific object, building, and/or installation. In this context, Q8 must be clearly informed in advance about the (possible) presence of asbestos and other risks in the relevant object, building, and/or installation. It is the Client's responsibility at all times to ensure the exclusion of asbestos, and Q8 must be informed of this before the installation work begins. If asbestos is present, the work will be suspended until further notice. Any (extra) costs incurred, as well as costs due to downtime, inefficiency, and potential government fines, will be borne by the Client.
- Safety risks in the specific object, building, and/or installation must be assessed. If it is determined that there is significant contamination or the presence of, or potential exposure to, a hazardous substance, Q8 will postpone the work until further notice. The costs incurred, including downtime, inefficiency, and potential government fines, will be the responsibility of the Client.
- The Client must provide Q8 with documentation in a timely manner that demonstrates that the safety risks in the object, building, and/or installation have been assessed, such as an asbestos inventory report aligned with the type and scope of Q8's work, or a Risk Inventory & Evaluation (RI&E) report, showing that Q8 employees can work safely.
- If there are explosive-risk areas in the work environment, the Client must provide the explosion safety document to Q8 before work begins. Any safety measures resulting in additional costs (including personal protective equipment) will be the responsibility of the Client or must be made available by the Client.

2. OTHER TERMS AND CONDITIONS

For work performed by Q8 in connection with the aforementioned project, Q8 applies the following conditions (these costs are not included in the Offer and are therefore excluded from the Offer):

- Materials and parts are not included and will always be invoiced.
- Adjustments/repair work up to a maximum of EUR 250 (excluding VAT) will be carried out immediately if possible. Prior approval from the Client is not required for this work.
- If the Charging Installation has been improperly installed by a third party, Q8 reserves the right at all times to refuse to take the Charging Installation under management and to terminate the Contract.
- Q8 is not responsible for the grid operator's connection, including ensuring sufficient capacity.
- Q8 is not responsible for any non-electrical work such as chiseling, breaking, carpentry, painting, drawing, masonry, and plastering work.
- Provisions required by the fire department, Environmental Management Act, or any other regulations are not included.
- Standby hours and costs incurred due to the inability to perform work at the agreed time will be invoiced separately.
- The potential restoration of the grid operator's seal if no main switch is present.
- Asbestos surveys.
- Costs for additional personal protective equipment beyond standard PPE (helmet, work clothes, shoes, and glasses).

Q8 delivers the installation according to the applicable AREI standards. This means that installation tests will be performed upon commissioning the charging point(s). If one or more tests indicate that the installation is unsafe, the charging point will not be activated until the risk has been mitigated. Any additional costs related to this cannot be accepted by Q8 and will be borne by the Client. Q8 will create one or more separate groups for the security of the charging point. For this, the main switch must be turned off, and the power supply will

be temporarily interrupted. Q8 cannot accept any (consequential) damages resulting from turning off the main switch.

Q8 assumes that:

- Q8 can perform the work in a continuous period without interruption during regular daytime hours (eight hours per day) between 8:00 AM and 5:00 PM, Monday to Friday.
- The survey data provided by the Client is accurate; if the situation differs, additional costs will be charged.
- The capacity of the electrical panel is sufficient for the required power of the chosen charging point. The Client is responsible for this.
- There is sufficient free space in and around the installation to carry out the work. The Client must ensure this.

If the assumptions described above are incorrect, additional costs will apply.

3. PARTIAL TRANSFER

The Parties acknowledge that the provisions regarding partial assignment, as stipulated in Article 22 (Partial transfer) of the Special General Terms and Conditions for the sale of charging stations and optional products and services for businesses and professional clients, also apply to the maintenance services.

Section 6:

Definitions

Section 6: Definitions

‘Administration Service’:	the service consisting of the provision of administrative support to the Customer (employer) by or on behalf of KP in the context of Q8 electric Services;
‘Application Confirmation’:	the confirmation of receipt of an application sent by KP, and consisting of a finalised application form, completed with the selected specifications and any applicable discounts; this application must be confirmed by clicking on the link provided;
‘Customer’:	The legal person who signs the Agreement with KP;
‘Cardholder’:	any natural person aged over 18 designated by the Customer via the Platform as an authorised user, and who is issued with a Charging Card;
‘Charge Point’:	a single electrical outlet or connector where an electric vehicle (EV) can be plugged in to receive a charge.
‘Charging Card’:	a carrier of the unique identification number issued by KP that provides access to the use of Charging Stations within the Network. This carrier may be a Q8 electric Card or the Q8 electric Business App;
‘Charging Services’:	the services associated with the use of Charging Stations within the Network with a Charging Card, including the allocation and management of Charging Cards, the collection and processing of data from charging sessions and the management and settling of charging transactions with the owner of the Charging Station and the Customer;
‘Charging Station’:	facility that may include multiple charge points and the necessary infrastructure to support them. Charging stations can be public or private facilities where EVs can recharge;
‘Confirmation of Participation’:	written acceptance confirmation by KP of the Customer’s registration;
‘CPO’:	operator of a Charging Point (Station), i.e., the entity responsible for the management and operation of a charging point (Charging Station) and that technically provides a Charging Service to end users, including on behalf of and in the name of an MSP (Mobility Service Provider)
‘Credit Limit’:	the maximum amount for which Q8 electric Services can be purchased by the Customer;
‘CSO’:	owner of the charging point (Charging Station) or another entity authorized to register a charging point on the Platform. The CSO (Charging Station Owner) receives its compensation through the Last Mile Solutions network for charging sessions carried out by EV drivers at its Charging Station.

'Data Processing Addendum':	the addendum referred to in Article 17 and annexed to the General Terms and Conditions (section 3). This addendum forms an integral part of the Agreement, and describes the data processing obligations on the part of KP in its role as controller of restricted personal data pursuant to the European General Data Protection Regulation (GDPR);
'Existing Platform':	this term has the meaning given to it in the definition of 'Platform'.
'Force Majeure':	any act or event beyond the reasonable control of a Party, its subcontractors or contractors, which prevents the fulfilment by this Party of its obligations under this Agreement, in whole or in part, whether temporarily or otherwise, including but not limited to disaster, fire, flood, earthquake, natural elements, pandemic, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, disorder, uprising, revolutions and strikes, lockouts or labour disputes, acts by public authorities, accident or breakdown of plant or machinery, equipment shortage, non-supply of services by a utilities provider (including electricity, gas, network or telecoms providers) and any act or omission on the part of third parties beyond the reasonable control of a Party;
'Home Charging Services':	services for the settlement of charging sessions by employees of the Customer who charge at home in accordance with the General Terms and Conditions, if the Customer wishes to reimburse employees for their home charging sessions. Home Charging Services do not include the services associated with charging sessions by employees of the Customer at the Customer's offices ('office charging services') or at public charging stations ('public charging services');
'Hosting Subscription Service':	service allowing for remote management of a charging point or Charging Station, as well as settling of charging transactions at such a charging point or a Charging Station.
'KP':	(i) Kuwait Petroleum (Belgium) SA/NV, with its registered office at Desguinlei 100/8, B-2018 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT No. BE 0404.584.525 or; (ii) Kuwait Petroleum (Luxembourg) SA, with its registered office at Rue de l'Industrie 12, L-8069 Bertrange, registered in the Luxembourg Trade and Companies Register under number B49456, VAT No. LU 16241579 or; (iii) Kuwait Petroleum (Nederland) BV, with its registered office at Stationsplein 45, NL-3013 AK Rotterdam, registered in the Dutch Chamber of Commerce under number 24025263, VAT No. NL 001250590B01;
'LMS':	Threeforce BV , with trade name 'Last Mile Solutions', a private limited company under Dutch law, with its registered office at Zeemansstraat 11, NL-3016 CN Rotterdam, registered in the Dutch Chamber of Commerce under number 24360819; phone number: +31 10 312 6000; email: info@lastmilesolutions.com;
'Means of Access':	username and Password;
'MSP':	mobility service provider, a company that issues Charging Cards with a view to providing access to Charging Stations to its customers;
'Network':	the joint network formed by the Q8 electric Network and the Partner Network;

‘New Platform’:	this term has the meaning given to it in the definition of ‘Platform’.
‘Partner Network’:	all Charging Stations at which the Charging Card can be used, and which are situated outside the Q8 electric Network, as posted on the Website, the Q8 electric Business App and/or the Platform;
‘Party’ or ‘Parties’:	KP and/or the Customer, as the case may be;
‘Password’:	a Cardholder’s or Customer’s password for access to and use of the Q8 electric Business App or the Platform;
‘Platform’:	one of the online platforms for Customers, accessible either at (i) https://electric.q8.be/portal/login (the ‘Existing Platform’), or at (ii) https://portal.q8electric.be (the ‘New Platform’), where the Customer can register, manage the Charging Cards and Charging Stations and check transactions. The applicable Platform depends on how the Q8 electric Services are provided, as communicated by KP to the Customer from time to time. Fout! Verwijzingsbron niet gevonden.Fout! Verwijzingsbron niet gevonden.;
‘Q8 electric Business App’:	the smartphone application that is available for the Cardholder. The application is available for Apple iOS and Android.;
‘Q8 electric Card’:	the card issued by or on behalf of KP or a member of the Kuwait Petroleum Group named ‘Q8 electric Card’ or otherwise, with a view to providing access to the Charging Stations in the Network. The applicable Q8 electric Card shall depend on how the Q8 electric Services are provided and the associated Platform, as communicated by KP to the Customer from time to time. A reference to ‘Q8 electric Card’ in the Agreement shall be deemed to be a reference to the applicable card for the Party concerned in accordance with Articles Fout! Verwijzingsbron niet gevonden. and Fout! Verwijzingsbron niet gevonden.;
‘Q8 electric Network’:	all Charging Stations managed by KP;
‘Q8 electric Services’:	the Charging Services, Home Charging Services, Administration Services and any other services relating to the services referred to herein provided by KP in accordance with the General Terms and Conditions, excluding the provision and maintenance of Charging Stations provided by or on behalf of KP under separate terms and conditions as separately agreed between the Parties;
‘Q8 Liberty’ or ‘Liberty’:	the fuel cards service for business customers of KP, as specified at https://www.q8liberty.be/ ;
‘Registration Form’:	the electronic or paper registration form made available by KP to Customers in order to allow them to register for Q8 electric Services;
‘Security’:	a bank guarantee, surety or any other financial security in a form accepted by KP.
‘Username’:	a Cardholder’s or Customer’s identification code, allowing them to use the Platform or the Q8 electric Business App;
‘Webform’:	www.q8.be/vraag and www.q8.be/question
‘Website’:	www.q8.be/nl and https://www.q8liberty.be/nl ;

50five

means 50five Belux SA/NV, with its registered office at Straatsburgdok Noordkaai 33, B-2030 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0665.579.356

Definitions Last Mile Solutions

20.1. Consumer	A natural person using the Services not connected with his/her business activity.
20.2. EV Driver	An Electric Vehicle holder, who is a natural person using a Charging Service as a B2B Customer or a Cardholder or a Consumer using Charging without registration Service.
20.3. Service Provider or KP	A Party to the Agreement with B2B Customer and the provider of the Q8 electric Services. Details of the KP are indicated in the Q8 electric General Terms and Conditions.
20.4. User, you	Any user of the New Platform, either acting in its own name or representing other entity (company, municipality etc.). Term "User" includes B2B Customers, Cardholders, B2B Customers' accounts administrators, B2B Customer's employees, as well as any other persons accessing the New Platform. Only an adult with full legal capacity may become the User and a party to these Terms.
20.5. Terms	This document constituting terms and conditions of the agreement between the User and Last Mile Solutions.
20.6. Charging without registration	A Charging Service that involves charging of EV at the Charging Station with the use of the Q8 electric business app associated with the New Platform (powered by Last Mile Solutions), but without registering or logging in by the EV Driver and any further commercial relation beyond the mere purchase of the Charging Service.
20.7. Charging Service	Charging Service within the meaning of the Q8 electric General Terms and Conditions and/or the Charging without registration within the meaning of these Terms.
20.8. Direct Debit	Method of payment, based on the bank authorization granted by B2B Customer, allowing to collect payments directly from B2B Customer's bank account.
20.9. B2B Customer account	An individual account of a B2B Customer created upon registration on the New Platform, allowing B2B Customer access to the Q8 electric Services on the New Platform.
20.10. Partial Transfer	The partial assignment of rights within the meaning of article 3:94 of the Dutch civil code and partial transfer of duties of the KP under Q8 electric General Terms and Conditions within the meaning of article 6:155 of the Dutch civil code, made from KP to Last Mile Solutions on the basis of the separate agreement, upon the consent of B2B Customer. The scope of the ' <i>Partial Transfer</i> ' is further defined in clause 5.1 of these Terms and in the Q8 electric General Terms and Conditions.
20.11. Service, Services	Q8 electric Service(s) provided via the New Platform and/or Charging without registration Service described herein

Definitions 50five

50five	means 50five Belux SA/NV, with its registered office at Straatsburgdok Noordkaai 33, B-2030 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp division), VAT BE0665.579.356.
Audit form	has the meaning referred to in Article 4.
Charging Card	see Q8 electric General Terms and Condition
Charging Station	See Q8 electric General Terms and Conditions
Contract	means the present Special General Terms and Conditions and the Quotation.
Customer	See Q8 electric General Terms and Conditions

Delivery Address	means the place in Belgium or Luxembourg specified by the Customer where the Quotation Charging Station and any accessories will be delivered and, where applicable and specified in the Quotation, either connected and commissioned, or installed.
Helpdesk	means the telephone support service that forms part of the Charging Station Management service, where applicable, as described in the Quotation.
Incident Handling	means the incident management service as described in Article Fout! Verwijzingsbron niet gevonden..
KPB	K; See Q8 electric General Terms and Conditions
Network	means the aggregate of all Public Charging Stations to which the Customer and the associated End Users, where applicable, have access (depending on the type of Charging Card chosen), as indicated on the Platform.
Order	means the placing of an order for the sale, installation, delivery, maintenance and/or operation of the Charging Infrastructure.
Party or Parties	Q8 and/or the Customer, as the case may be
Platform	means one of the online platforms for Q8 Liberty, Small & Large Business customers, accessible either at (i) https://electric.q8.be/portal/login (the 'Existing Platform'); or at (ii) https://portal.q8electric.be (the 'New Platform'), where the Customer (and/or End Users) can register, manage the Charging Cards and Charging Stations and check transactions. The applicable Platform depends on how the Services are provided, as communicated by Q8 to the Customer from time to time.
Preparatory Work	means the work to be carried out by the Customer if, under the Quotation, the Customer has elected for Q8 only to connect and commission the Quotation Charging Station. If applicable, this work will be identified in the Quotation.
Public Charging Station	means a Charging Station other than the Quotation Charging Station to which the Customer and associated End Users, where applicable (depending on the type of Charging Card chosen), have access with their Charging Card.
Quotation	means the quotation issued to the Customer by Q8, including any related documents attached thereto, and communicated by Q8 to the Customer.
Quotation Charging Station	means the Charging Station that the Customer has opted for in the Quotation. This Charging Station, if chosen by the Customer, may contain multiple connectors.
Services	means the services listed and, if applicable, selected by the Customer in the Quotation.
Standard Installation	means an installation of the Quotation Charging Station by Q8 where the contents of the installation works fall within the definition of a Standard Installation as described in the Quotation.
Tax Charges	means all tax charges, regardless of their name, including, but not limited to, all taxes, duties, excise duties, levies, fees, obligations and charges imposed by a competent authority relating to the goods and services provided under the Contract.