

Appendix VI Invoicing & Payment

Last Mile●Solutions

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1. Use of modules MSP (appendix IV) and CPO (appendix V) of the SaaS Agreement

- If Purchaser (MSP/CPO) makes use of the module MSP and/or module CPO as set out in appendices IV and V of the SaaS Agreement, Threeforce BV., hereafter referred to as LMS, will provide MSP/CPO with the support service involving: being assigned with some rights and being transferred some obligations under the contracts concluded by MSP/CPO with its End-Users (as defined in End User Agreement below) to the extent necessary to perform agreed services (as listed below) and to collect payments of remuneration for these services (as a consequence the EV Drivers and CSO will be invoiced for such services by LMS). LMS will also arrange payment of remunerations to MSP, CPO and CSO.
- If MSP/CPO purchases one or more of these services, the conditions as set out in this Appendix VI apply integrally. The hereinafter set out process and working method may not be deviated from, without the express, previous written permission of LMS.
- LMS expressly reserves the right to unilaterally change this Appendix and/or make additions to it if and to the extent that the (amended) laws and legislation give rise to this, or circumstances and market practice give rise to it by ensuring the effects of both.
- For the application of one of these modules, MSP/CPO is compelled to make use of the mandatory End User Agreement (EUA), whose text is integrally included at the end of this Appendix and to apply it in its contract relations with End-Users (both current and future End-Users). The definitions and conditions set out in the End User Agreement integrally apply to this Appendix VI in its whole.
- MSP/CPO accepts the wording of the EUA and is obliged to comply with its provisions. MSP/CPO is also obliged to use EUA as a mandatory content of contracts with End-Users that will be concluded in any other way than the sole registration at the User Portal (Platform). Also, in such a case MSP/CPO is not allowed to introduce any changes to the EUA wording and should use the contract template previously approved by LMS only.
- MSP/CPO is aware that the abovementioned LMS's duties are aimed at supporting MSP/CPO in conducting its business and effectively performing its duties towards End-Users and are not aimed at taking over whole contracts and responsibilities of MSP/CPO. Contractual relations with End-Users – as a whole – stay with MSP/CPO and – also in case some rights and obligations are assigned to LMS, MSP/CPO remains liable towards End-Users, including responsibility for helpdesk and dealing with End-Users' complaints. MSP/CPO shall also indemnify LMS (including its representatives, employees, agents and affiliates) against any and all damages due to or sought by End-User or any third party against MSP/CPO as if no assignment to LMS had been made, including but not limited to: losses, lost profits, other claims, expenses, government fines and attorney fees, incurred by them, in particular arising under the contract between MSP/CPO and End-User, as it has been originally concluded, as well as any breach of the law attributable to MSP/CPO.

Conditions for using LMS' Services

In case of any deviation from these EUA terms as set out in this Appendix, as well as in case of failure in performing any of MSP/CPO obligations indicated above, MSP/CPO is exclusively liable towards End-Users for all services, collection or making of payments (as the case may be) together with invoicing connected and – by signing SaaS Agreement together with this Appendix – MSP/CPO accepts this full exclusive liability.

2. Description of LMS's service connected with MSP and CPO modules

By using one of the modules MSP and/or CPO, the working method through the Platform is stated as follows:

2a. Service of LMS connected with MSP and/or CPO modules

LMS provides necessary services to all parties involved, i.e., the EV Driver, MSP, CPO and/or CSO. The definitions of these parties are set out in the EUA (articles 1.1 and 1.9), to which we refer.

The working method is that the MSP/CPO has the End-User (EV Driver and/or CSO) individually registered by using the MSP/CPO Platform or the app (charging application) according to the conditions set out in the End-User Agreement, as noted in articles 2.10 to 2.13.

To enable LMS to support MSP/CPO as described above, the following conditions apply:

2a.1 Partial assignment of some rights and partial transfer of some obligations (‘Assignment’)

2a.1.1 MSP/CPO is obliged to provide End-Users with charging sessions, hosting subscription charging pole services and other services as arising under the contracts concluded with End-Users in order to fulfil its obligation to:

- a) supply charging sessions towards the EV Driver or CSO (that register Fleet EV Drivers),
- b) provide CSO with hosting subscription charging pole services,
- c) provide CSO with Home reimbursement service which is a part of hosting subscription services covering CSO’ Private Charging Point located at employee’s premises (which involves service of reimbursement of the costs of energy used for charging CSO’ vehicles at such a point), MSP/CPO makes use of the services provided by LMS that facilitate this fulfilment and partially assigns LMS its rights and transfers its obligations connected with these services (resulting in a partial transfer of the contracts with End-Users), to the extent necessary to enable LMS to perform abovementioned services towards End Users and to collect payments for such a performance, and LMS explicitly accepts this partial assignment of rights and transfer of obligations.

In order to supply EV Drivers with EV charging sessions MSP/CPO assigns LMS also the right to use Charging Stations to provide charging services and transfers obligation to pay the CSO for that.

From its side the End-User, to profit of the improvement of the quality of the charging sessions (in case of EV Driver) and hosting subscription service of its Charging Points (in case of CSO) given by LMS’s services, is deemed to tacitly accept this partial assignment of rights and transfer of obligations at the moment of its registration to the Platform or at the moment of concluding the agreement with MSP/CPO if such an agreement is concluded before the registration. MSP/CPO is obliged to acquire such a previous End-User’s consent.

2a.1.2 Insofar as necessary, as a consequence of the abovementioned assignment of some rights and transfer of some obligations, MSP/CPO agrees and LMS consents that LMS also collects – in its own name (as a service provider) – the remunerations due for the services provided by LMS to End-Users and, as a consequence, directly issues, corrects and duplicates invoices sent to EV Drivers and CSOs in its own name and at its own risk. The End-User accepts this process.

2a.1.3 In addition to the process of providing charging sessions to EV Drivers and assignment of right to access the Charging Stations, LMS also pays out the corresponding fees of the relevant Charging Point Operator (CPO) and/or Charging Station Owner (CSO). The invoicing of these fees is based on a procedure of self-billing. All parties (MSP/ CPO/ CPO acting as CSO) need to agree with this self-billing procedure: MSP/CPO agrees by signing the SaaS Agreement, including point 2.c of this Appendix, and CSO agrees by accepting the EUA. EV Drivers and CSO agree to the terms indicated above via the acceptance of the End User Agreement.

2a.1.4 LMS ensures the payment of margin to MSP and/or CPO to which the latter is entitled in the context of the Service.

2a.1.5 At the moment of the registration, EV Drivers and CSO are notified of the partial assignment of rights and transfer of obligations to LMS and of its role in providing services, collecting remuneration for services performed and invoicing and are deemed to tacitly accept it as a condition of their registration on the Platform. This notification and tacit acceptance is set out under article 3 of the End User Agreement and ensures all current and future claims. In case of EV Driver who uses the charging app and, at the same time, does not register (ad hoc EV Driver), the EUA also applies to the extent necessary for usage of the app and in order to provide such an EV Driver with charging sessions, which include also the acceptance of the partial assignment of rights and the transfer of obligations to LMS. Such an End-User is notified on the partial assignment of rights and transfer of obligation by providing him with a copy of EUA via the app.

- 2a.1.6 To the extent necessary, MSP/CPO recognizes that LMS has an interest in the correct execution and finalization of its activities for third parties and needs to comply with the process agreed upon with LMS.
- 2a.1.7 To the extent that the work activities to be carried out by MSP/CPO relate to the processing of personal data, it is not allowed for MSP/CPO to exert influence on the work activities which are carried out by LMS, whether or not by giving additional assignments to LMS, or in any other way. This does not affect that LMS will provide insight to MSP/CPO, upon request, and report about the work activities to be carried out and will follow up on everything which may reasonably be required by MSP/CPO to the extent not contrary to the GDPR legislation.
- 2a.1.8 In case MSP/CPO uses any General Terms and Conditions different than the EUA attached hereto, in compliance with the process agreed upon with LMS, MSP/CPO undertakes to replace such General Terms and Conditions applicable to End-Users with the EUA attached hereto in order to enable LMS to correctly perform its services. In case of further amendments to the EUA introduced by LMS, MSP/CPO is obliged to start using the amended EUA towards its current and future End Users not later than within fourteen (14) days of the day LMS provided MSP/CPO with the amended wording thereof.
- 2a.1.9 MSP/CPO is held liable for all the legal and fiscal consequences arising from the failure in compliance with its obligations included in this Appendix, in particular with the obligation stated at article 2a.1.8 above. MSP/CPO shall indemnify and keep indemnified LMS from and against all damages suffered or incurred by LMS or its affiliates arising out of or in connection with any failure by MSP/CPO to comply with their obligations.
- 2a.1.10 As a result of continuous registration of new EV Drivers and CSO's on the SaaS platform, the MSP/CPO shall upon first request of LMS, provide any extra information required in order to be able to correctly perform the invoicing to LMS.

2b. Collection and Payment

As a result of the partial assignment and transfer described above, the invoicing and collection of EV charging sessions fees will take place according to the process organized by LMS on the Platform. Purchaser, as CPO/MSP, will facilitate LMS in the invoicing process of its End-Users who have charged their EV using Charging Stations within the Network of LMS. In the payment process, roaming parties are also involved in addition to the EV Drivers and CSO/MSP and CPO. LMS has concluded various agreements with these roaming parties, which are of major influence on the collection and payment of the charging sessions in the entire charging chain. The payment terms between MSP, CPO, EV Driver and CSO within the Network of LMS are set out in article 3.4 of the End User Agreement.

In order for the collection and payment process to proceed smoothly, the following invoice (target) dates and invoice payment terms are presented in the below schedule:

Charging sessions to be paid by End User		
Party that receives the invoice/ pays the invoice	Invoice date (calender aimdates)	Payment term
End User (billing via Network Last Mile Solutions)	Calender day 10-15, after month end	Corporate&Governments: 30 days, all others: 14 calendar days
End User (billing via MSP of third party network)	Calender day 5-10 after month end	30-45 calenderdays (regular vs corporate/government)
Charging sessions paid out to CSO and or MSP/CPO		
Party that raises* invoice/ receives the amounts	Invoice date (calender aimdates)	Payment term
CSO of a third party network	Calender day 5-10 after month end	30-45 calenderdays (regular vs corporate/government)
CSO private users and employees	Calender day 10-15 after month end	30 calenderdays
CSO corporates	Calender day 10-15 after month end	40-45 calenderdays
MSP/ CPO margin	Calender day 25 after month end	30 calenderdays

* all invoicing within the network of Last Mile Solutions takes place via self billing.

2c. Self-billing

- 2c.1.1. The Parties hereby agree that LMS shall be entitled to prepare self-billed VAT invoices on behalf of the Purchaser (MSP/CPO) for the payment of any remuneration due to MSP/CPO for any supplies / services made to LMS (in a role of MSP, CPO or CSO whichever is applicable) in accordance with the terms and conditions of this Agreement. The provisions of this point 2c constitute a self-billing agreement within the meaning of respective VAT provisions applicable to invoicing covered by the Agreement.
- 2c.1.2. The invoice issued by LMS in self-billing procedure must contain an information included by LMS that the invoice is issued in the name and on behalf of the Purchaser (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 LMS, i.e. LMS applies their own numbering scheme. LMS will issue an invoice in the name and on behalf of the Purchaser in electronic form, to which the Purchaser hereby agrees.
- 2c.1.3. Taking the above into account, LMS agrees to:
- issue self-billed invoices for all supplies/services made to them by the Purchaser in respect of the remuneration;
 - complete self-billed invoices showing the Purchaser's name, address and VAT registration number, together with all other details which constitute a full VAT invoice;
 - to inform Purchaser if the issue of self-billed invoices will be outsourced to a third party.
- 2c.1.4. Purchaser warrants that they are a tax payer registered for VAT and agrees:
- to accept invoices issued by LMS on Purchaser's behalf and not to terminate the authorization to issue invoices under the self-billing scheme described in this Appendix until the expiry of the term or the termination of this Appendix, whichever occurs first;
 - not to issue any sales invoices for the transactions covered by this Appendix, and self-billing agreement as described herein;
 - to notify LMS immediately, not later than within 1 (one) Business Day if Purchaser changes it's VAT registration number, or ceases to be VAT registered, or sells their business, or part of their business.
- 2c.1.5. LMS represents to issue invoices, correction invoices and duplicate invoices in accordance with the regulations that apply in this regard, in particular the VAT Act and the executive provisions issued based thereon.

2c.1.6. Parties are obliged to comply with the procedure for the verification and approval of individual invoices by the Purchaser as it is specified below:

- a) Each invoice issued in accordance with this Appendix by LMS under the Purchaser's self-billing authorization will be available for the Purchaser to download from the Platform or will be made available electronically, i.e. sent to the Purchaser's e-mail address.
- b) Invoices posted in the Platform will be made available in PDF format and by enabling the Purchaser to download those invoices, as well as other files in a format enabling the transfer of data to the accounting system, tax payer will be allowed to store invoices, correct invoices and make duplicates of these documents.
- c) LMS must inform the Purchase via the Platform or by email that an invoice has been issued in their name and on their behalf and that they may comment on the contents of the invoice within three (3) working days as of the issue of the invoice.
- d) The invoice will be deemed approved by the Purchaser if the Purchaser makes no remarks to its contents within three (3) working days as of the issue of the invoice.
- e) If an error is found in an invoice, the Purchaser must immediately notify LMS by sending an information about the type of errors found by e-mail to the LMS's address.

2.c.1.8. With reference to liability of LMS under this self-billing agreement, Article 11 of SaaS Agreement shall apply.

3. Practical conditions of Invoicing, collection and payment - in summary

In order to use MSP and/or CPO modules, together with LMS's support services as set out above, Purchaser needs to agree with the following:

- a) •Purchaser, as CPO/MSP provider, uses the EUA integrally and requests its EV Drivers and/or CSO to accept the EUA.
- b) •Purchaser accepts self-billing of invoices in the role of MSP, CPO and - where applicable - CSO, to LMS.
- c) •Purchaser partially assigns its rights and transfer its obligations under the agreement with End User and, as a result, LMS exclusively takes care of providing all charging sessions, as well as hosting subscription services, together with collecting fees and issuing invoices for such services.
- d) •Payments of EV Drivers and/or CSO to LMS are liberating payments as per partial assignment of the rights and transfer of obligations made by MSP/CPO.
- e) •Purchaser will actively motivate EV Drivers and/or CSO towards the use of direct debit, in order to facilitate an automated process as much as possible.
- f) Purchaser will actively motivate EV Drivers and/or CSO to observe the payment terms.

Mandatory text End User Agreement (see following pages):

End-User Agreement

– General Terms and Conditions of charging services and other services rendered

on the <NAME> Platform and <NAME> app

Date : 09 January 2023
Document name : EUA -End User Agreement EVCnet.doc

Logo and footage of <MSP/CPO> should be inserted on this page.

No part of this publication may be reproduced and published by way of printing, photocopying, microfilm, or otherwise without the prior written consent of <MSP/CPO>, which applies as well to full or partial processing.

Article 1. General provisions:

1.1. **THESE TERMS:**

This End-User Agreement – General Terms and Conditions of charging services and other services rendered on <NAME> Platform and <NAME> app (“Terms”, “EUA”) is used and published by <FULL NAME OF <MSP/CPO> with its registered office at <●>

Address: <●>

Phone number: <●>

Email-address: <●>

Registry number: <●>

Registry seat: <●>

Tax identification number (VAT): <●>

1.2 **PARTIES:**

This End-User Agreement specifies the conditions of concluding and performing the contract (“Agreement”) between End-User that is entitled to use the Services i.e. the EV Driver and/or

CSO (in the following referred to as “you” or “End-User”) and <MSP/CPO> that is obliged to provide the Services to the End- (in the following referred to as <MSP/CPO>),

to be referred to jointly as ‘Parties’ or individually as ‘Party’.

If a natural person enters into this Agreement on behalf of a legal entity (company, municipality, governmental entity) the term “End-user” refers to that entity, that commits itself to observe these Terms. Such a natural person, acting on behalf of a the legal entity, he/she confirms that he/she has all legal grounds and authorisations in place in order to act on behalf of that entity.

LMS, as defined in article 1.9.8 herein, supports both the End-User and the <MSP/CPO>. To this purpose, <MSP/CPO> transfers LMS part of its rights and obligations under this Agreement in accordance with the Assignment described in Article 3.1 below.

Notwithstanding and as an exception to the above, in the event that the End-User uses the Easy Charging Quality mobile application without registration and/or without logging in for the purpose of a so-called ad hoc charging service, the entity providing the charging service to the End-User is LMS directly. To that extent, the contract, for the purposes of such a one-off service only, is concluded between LMS and such End-User (EV Driver). This End-User Agreement shall apply accordingly to such a one-time ad hoc charging service.

1.3. **AVIABILITY OF THE TERMS:**

The Terms are available at the Website of the <MSP/CPO> Platform at <●>.evc-net.com and in the <NAME> app to each End-User before using the Services, registering and creating the User Profile. Reading and accepting the Terms is a condition of using of the Services described in these Terms.

1.4. **LEGAL GROUNDS OF THE TERMS:**

The Terms are introduced on the basis of:

a. Wet milieubeheer van 26 april 2021, in verband met de implementatie van Richtlijn (EU) 2019/1161 van 20 juni 2019 tot wijziging van Richtlijn 2009/33/EG (bevordering van schone en energiezuinige wegvoertuigen);

b. Regeling bevordering schone wegvoertuigen van 2 augustus 2021, gelet op richtlijn (EU) 2019/1161 van het Europees Parlement en de Raad van 20 juni 2019 tot wijziging van Richtlijn 2009/33/EG inzake de bevordering van schone en energiezuinige wegvoertuigen (PbEU 2019, L188);

c. "Energiewet (UHT)", implementation of the DIRECTIVE (EU) 2019/944 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU - expected in 2023/2024;

d. AFID- Besluit infrastructuur alternatieve brandstoffen (Besluit van 26 april 2017, houdende regels in verband met de implementatie van richtlijn 2014/94/EU betreffende de uitrol van infrastructuur voor alternatieve brandstoffen);

e. Dutch Consumer Law 12 March 2014 (Stb. 2014, 140) transposing the Consumer Rights Directive 2011/83/EU into Section 6.5.2B or Burgerlijk Wetboek (Dutch Civil Code) and article 8.2a Wet Consumenten bescherming.

1.5. **PURPOSE OF THE END-USER AGREEMENT:**

This End-user Agreement has as its purpose to establish the Agreement between <MSP/CPO> and the EV Driver and/or CSO, for the use of the following Services:

a. The use of Charging Services at Charging Stations within the Network;

b. The use of an Identifier (like a charging card and/or a charging token or similar) from provider <MSP/CPO>;

- c. The use of the user platform, mobile app and the charging station for App users, for Identifier's Holders (like Card Holders and Token Holders);
- d. The use of the help desk for EV Drivers and/or CSO for technical questions to <MSP/CPO>;
- e. The use of the white-label in-app or the stand-alone white-label app;
- f. The use of hosting subscription Services, including Home Reimbursement Services.

The Terms specify also:

- a. The way of concluding and terminating the Agreement;
- b. The rights and obligations, together with special rights of the Consumers, as well as liability of the Parties;
- c. The role of LMS in providing some Services, collecting payments and invoicing the End-Users, together with conditions of necessary partial assignments of rights and obligations to LMS by <MSP/CPO> under the consent of End-User;
- d. Methods of payments, including the authorisation for direct debit (automatic collection) of the Payments, including Payments for charging transactions;
- e. The roles regarding data privacy between the EV Driver and/or CSO, <MSP/CPO> and LMS.

1.6 **PERSONAL SCOPE OF TERMS:**

These Terms apply to all End-Users using the Services, including Consumers and Business End-Users. The Terms also apply – accordingly and to the extent necessary – to Fleet EV Drivers or other app-users, Identifiers Holders (irrespective of being End-User or not), including employees of End-Users receiving reimbursements as a part of Home Reimbursement Service, as well as User Profile administrators.

Within the scope necessary for the provision of a one-time Charging Service, these Terms shall also apply mutatis mutandis to an EV Driver using such a Service via the App without registering an Account (ad hoc).

1.7 **ADOPTION OF THIS AGREEMENT:**

This Agreement is adopted:

- a. by way of registration of End-User on the web portal of <MSP/CPO> or via the charging app, whereby you are obliged to accept this End-User Agreement before you can make use of any of the Services, including your Identifier (like charging card or charging token), the web portal, or charge point app.;
- b. by way of signing the separate contract by and between <MSP/CPO> and the End-User to which these Terms apply in full.
- c. It is also possible that <MSP/CPO> creates your User profile, provides you with an Identifier and/or modifies or activates it. In such a case you are obliged to read this Agreement before using such Services, including your Identifier for the first time.

The Agreement for the use of the Hosting Service is concluded at the time of registration of the Station or Charging Point on the Platform.

The Agreement for the use of the Charging Service is concluded at the time the Charging Session begins. Such an Agreement, concluded by an unregistered End-User, shall cease to be in force at the moment of completion of the Charging Session and Payment (it shall not give rise to any further obligations of the End-User beyond such use of the Charging Service).

To avoid any doubts regarding the acceptance of this Agreement, explicit reference to this End-User Agreement. is also made on invoices, and by way of payment of the invoice, you confirm your acceptance of this End-User Agreement.

1.8 **ROLE OF LMS IN SUPPORTING BOTH <MSP/CPO> and END-USERS:**

<MSP/CPO> is your point of contact for this agreement and is your contractual counterparty. Nevertheless, for the implementation of this agreement, <MSP/CPO> makes use of various third parties to be able to fulfil its obligation under this Agreement.

An important third party engaged in the performance of this agreement is LMS. LMS, by order of <MSP/CPO>, deploys its software platform and associated network infrastructure to render your charging transactions possible. Besides the use of the electronic platform and the associated network, LMS takes care of the supply of your charging sessions, the invoicing and payments traffic for your charging transactions related to that. In the whole charging process, LMS ensures – amongst other activities – the identification of End-users for approval of charging session at the Charging station, records the charging session, validates the charging sessions with market participants (CPO/CSO/MSP's), communicates with roaming parties and other networks, invoices charging sessions, collects and pays out charging session invoices. At the same time LMS does not have originally any obligations directly towards End-User unless <MSP/CPO> transfers them – partially – to LMS in accordance with the Terms, as described in Article 3 of this EUA (“Assignment”).

Part of the role in performance of services by LMS and result of the Assignment is that you receive an invoice from LMS for charging sessions that you have conducted with the Identifier or app from <MSP/CPO>.

If and when applicable, as the owner (CSO) or operator (CPO) of a charging point, you will also receive the compensation and or reimbursements for the charging sessions delivered by your charging point(s) via LMS by way of the principle of ‘self-billing’.

1.9 DEFINITIONS:

1.9.1 *End-user Agreement, abbreviated EUA or Terms:* the present end-user agreement, also including all appendices.

1.9.2 *EV Driver (s):* End-User, being an Identifier Holder, the user of the charging app, the platform for End-Users, an EV holder being a natural person, possibly acting from the exercise of a profession or business, that enters into an Agreement with <MSP/CPO> for the purchase of Charging Service(s) and/or other Service(s), if applicable.

1.9.3 *Identifier Holder:* an EV Driver who is a user of a charging card (Card Holder) or a charging token (Token Holder) or other Identifier, as defined below in section 1.9.20.

1.9.4 *MSP:* This is the abbreviation for Mobility Service Provider. The MSP has as its task to facilitate access to the network of charging infrastructure to be able to recharge an electric vehicle. An MSP grants access by way of various means of ID, such as an Identifier, or charging app. In addition, the MSP enables the EV Driver to register via a login platform for EV Drivers on EVC-net for the purpose of identification, invoicing, and the provision of services.

1.9.5 *CPO:* This is the abbreviation for Charge Point Operator. The CPO is the operator/administrator of one or several charging points. The task of the CPO is the rendering technically possible and the holding and processing of charging transactions at one or several Charging Points.

1.9.6 *CSO:* This is the abbreviation for Charge Station Owner / the owner of the Charging Point. The CSO obtains his compensation and or reimbursements via the network of LMS for charging sessions that EV Drivers have conducted at his charging point(s). The term CSO within the meaning of this EUA may also refer, as the case may be, to the Business End-User:

- that is CPO or is granted by the actual Charging Point owner or by CPO of the particular Charging Point with a different (e.g. by way of a contract) legal title to register the Charging Point at the Platform, giving access to Charging Station for the purpose of charging sessions and integration with EIPA and/or Hubeject (as the case may be), using the Services in its own name; as well as

- that registers – via the Company User profile at the Platform – Fleet EV Drivers authorized to benefit from Charging Services ordered by such an End-User.

In such a case provisions of the EUA on CSO apply accordingly.

1.9.7 *<MSP/CPO>:* A Party to the Agreement with the End-User and the provider of the Services to EV Driver and/or CSO.

1.9.8 *LMS:* Threeforce B.V., or one of its group entities, with its registered office at Zeemansstraat 11, 3016 CN, Rotterdam, The Netherlands (Company Registration Number: 24360819)

trading under the name of Last Mile Solutions. Phone number: +31 10 312 6000. E-mail address: invoice@lastmilesolutions.com. The invoicing shall be exclusively done by Threeforce B.V., the Dutch parent company.

- 1.9.9 Hosting subscription charging pole:** In order to be able to register and manage Charging Point(s), as well as to settle Charging Sessions at a Charging Point, a hosting subscription for the network of LMS is required. The payer of this hosting subscription may be Consumer (a natural person or a company.) or a Business End-User, depending on the End-User profile registered. Hosting subscription services enable the use of the Home Reimbursement Service (in case of CSO's Private Charging Point(s) located at the CSO's employees' premises).
- 1.9.10 End-User:** End-Users are defined as a) only EV Drivers, b) EV Drivers that are also CSO, c) market participants that are only CSO. In case of natural persons - only an adult, with full legal capacity, may be the End-User and a party to the Agreement. The term "End-User" in this EUA means a registered End-User with an Account on the Website or on the Application, unless expressly indicated otherwise, referring to an unregistered End-User - EV Driver, who uses an ad hoc Charging Service.
- 1.9.11 Fleet EV Driver:** an Identifier Holder or the user of a charging App, under the Agreement between CSO and <MSP/CPO>. Fleet EV Driver is not a party to the Agreement. To the extent this EUA refers to the usage of Charging Point, Identifier or the App, the provisions of this EUA referring to the EV Driver apply also to the Fleet EV Driver, that is not a Party to the Agreement for Services, however, is obliged to comply with the provisions of EUA to the extent mentioned above, which shall be ensured by the End-User that registers the Fleet EV Driver.
- 1.9.12 Consumer, Consumer End-User:** a natural person using the Services not directly connected with his/her economic or professional activity. Within the meaning of this Agreement, the Consumer shall also mean an entrepreneur with some consumer rights i.e. an entrepreneur being a natural person concluding an Agreement directly related to his/her business activity, which is not of professional nature for this person, resulting in particular from the subject matter of his/her business activity.
- 1.9.13 Business End-User:** The End-User not being a Consumer, in particular a company, municipality or governmental entity.
- 1.9.14 Service(s):** Any and all services offered by <MSP/CPO> via the Website or in another manner and provided to the EV Driver and/or CSO - also including, though not limited to – services like charging services, help desk services, accounting services, direct debiting, electronic invoicing, electronic communication services including insight into consumption, and other services as further specified on the Website. All Services are payable unless it is clearly stated otherwise in these Terms. The definition of "Service" used in this EUA is based on the understanding of the „service" as used under Consumer EU Directives. The applicability of this classification under the EU VAT Directive is not implied herein;
- 1.9.15 Home Reimbursement Service:** The Service being a part of Hosting subscription charging pole Service, dedicated for CSO who owns a Private Charging Point located at the employees' premises that is used for business purposes of this CSO, which consist of the reimbursement of cost of charging for such an employee;
- 1.9.16 Electric Vehicle:** A road vehicle that is fully driven by an electric motor, and/or a hybrid vehicle that is partially driven by an electric motor, which vehicle makes use or not of electricity that is stored in a battery, chargeable by using a Charging Point.
- 1.9.17 Help desk:** <MSP/CPO>. services, that can be deployed in case of questions and/or complaints. The phone number can be found on the Identifier, in the App or on the website of <MSP/CPO>.
- 1.9.18 Remote Agreement:** Agreement concluded with a Consumer without the simultaneous physical presence of the Parties, with the exclusive use of one or more means of remote communication.
- 1.9.19 Off-Premises Agreement that:** Agreement concluded with the Consumer in a place, which is not the <MSP/CPO>'s premises.
- 1.9.20 Identifier(s):** any physical or digital device that identifies the owner and enables a charging session which can also be referred to as a "charging token", a "charging card", a

“charging device” or similar. The Service of providing an “Identifier” (i.e. charging card or charging token) involves the provision of access to the Charging Point/Charging Station, the associated network, and (where possible) the inter-operable Partner Network with the use of such “Identifier”. This Identifier can be made available by one of the Collaborating Parties.

- 1.9.21 *Charging Point*: Any charging point which is generally a facility at a certain location that can be used to charge the battery of an Electric Vehicle, also including Private Charging Points and Public Charging Stations, as well as other types of Charging Stations.
- 1.9.22 *Charging session*: means the period of time during which End User uses the charging station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when the End User has accessed such charging station and ending when such End User has terminated such access.
- 1.9.23 *Personal Charging Point, Private Charging Point*: A Charging Point, which is not a Charging Station, that is located in a private location and that is not accessible for use by third parties.
- 1.9.24 *Charging Station*: charging station i.e. a device enabling the use of the Charging Service, consisting in particular of a charging point, software enabling charging and measurement of electricity and a parking stand.
- 1.9.25 *Semi-public Charging Station*: a Charging Station that is located in a private location and that has been rendered accessible by the owner of the relevant charging point for an authorised group of users.
- 1.9.26 *Public Charging Station*: *Charging Station which is a publicly accessible charging station and may or may not belong to a Partner Network.*
- 1.9.27 *Charging network or Network*: the combination of all charging points and Partner Network(s) jointly that <MSP/CPO> (whether or not in consultation with the owner of the Charging Point and LMS) can exercise control over the granting of access to third parties.
- 1.9.28 *Agreement*: the agreement between <MSP/CPO> and the EV Driver and/or CSO with respect to the Services of <MSP/CPO>, of which this End-user Agreement is an inseparable part of and whereby, in the context of a Platform for sales or the provision of services at a distance organised by <MSP/CPO>, until the moment of conclusion of the agreement, exclusive use is made of one or more techniques for communication at a distance, including but not limited to, telecommunications and the internet.
- 1.9.29 *Partner Network*: the combination of all charging points outside the charging network of <MSP/CPO>, where EV Drivers can charge an Electric Vehicle.
- 1.9.30 *Collaborating parties*: third parties with which <MSP/CPO> closely collaborates with, for the provision of charging services.
- 1.9.31 *Payments*: all payments that EV Driver or CSO is owed in relation to the use of the Services including supplies of the Charging sessions as indicated in this Agreement and—because of and to the extent of Assignment - which are due to LMS.
- 1.9.32 *Remunerations*: *fees due to the <MSP/CPO> in return of partial assignment of some rights and partial transfer of some obligations to LMS, as well as fees due to CSO for using its Charging Stations in order to provide End-Users with Charging sessions, which are to be paid on the basis of invoices issued under self-billing authorization granted by Business End-User (being VAT tax payer).*
- 1.9.33 *Website*: the closed site of <MSP/CPO> including <•>.evc-net.com, which may also be accessible via the Website of one of the Collaborating Parties with which <MSP/CPO> closely collaborates. Or any other website that is used by <MSP/CPO> at any time in the context of the Services, also including but not limited to www.lastmilesolutions.com
- 1.9.34 *Platform, Portal, User Portal*: Internet platform accessible via the Website used by <MSP/CPO> for the purpose of registering End-Users (i.e., creating Users profiles) and providing the Services.
- 1.9.35 *Charging App*: easy Charging Quality app or other mobile application (powered by LMS) used by <MSP/CPO> for finding and providing access to a Charging Station to use and bill for the Charging Sessions and, optionally, to establish and manage the User Profile of the EV Driver and in the future other related e-Mobility services.
- 1.9.36 *Consumer Rights Act*: Section 6.5.2B *Burgerlijk Wetboek* Afd. 2B, Titel 5, Boek 6 B.W. (Dutch Civil Code) with reference to “*Overeenkomsten tussen handelaren en consumenten*”

as per Dutch Act 12 March 2014 (Stb. 2014, 140) transposing the Consumer Rights Directive 2011/83/EU into *Burgerlijk Wetboek*.

Article 2 Scope of the Services. Costs and obligations of the End-User

2.1 <MSP/CPO> provides the following paid Services to End-Users:

- a. Charging Service;
- b. hosting subscription Services;
- c. Home Reimbursement Services;
- d. roaming Services.

The obligation to pay for the Services indicated above does not arise until the ordering / commencement of such Services, which the End-User confirms when placing the order / commencing use of the relevant Service mentioned above.

2.2 Unless expressly indicated otherwise, <MSP/CPO> provides the following Services to End-Users without additional payments (payments for them are included in the rates for Services indicated in Article 2.1. above):

- a. giving access to the App;
- b. providing End-Users with Identifiers;
- c. giving access to a User profile on the Platform and via the App;
- d. Newsletter (if applicable);
- e. Help desk for End-Users;
- f. locating Charging Stations via the Website and the App;
- g. delivery of Identifiers to End-Users.

3. Access to the digital content within the Account on the User Portal or the App is enabled by the <MSP/CPO> after registration and activation of the User Profile.

4. The unregistered End-User (EV Driver) may only use the Charging Service provided on a one-time (ad hoc) basis. Access to the Charging Station for the unregistered End-User is possible only via the App, without registration and login requirements. Such Services are provided and Payments for such Services are collected by LMS.

5. In case the End-User, using hosting subscription Service of its Private Charging Point located at their employees' premises, decides to use Home Reimbursement Services, then <MSP/CPO> is obliged to provide such an employee with reimbursement of energy costs consumed for Charging sessions at such Charging Sessions, using the details indicated by End-User at the User portal, including payment details of such an employee and rate for energy. In case of such a Service or in case the End-user has set the Charging Point for the compensation of guest-use or settlement via the employer, the charging costs and additional administration costs shall be invoiced for this. All the costs reimbursed under the Agreement, should be paid back by the End-User. For execution of such Services and settlements connected, a partial, limited assignment of rights and transfer of obligations to LMS, will take place as described in Article 3 of the EUA.

2.6 For charging at Charging Points within the <MSP/CPO> charging Network – including at third parties - the costs shall be charged as indicated on the App ('chargepoint app').

2.7 Access to and/or the charging at (Semi-) Public Charging Stations or at Private Charging Stations that are available to the public is possible under the rates and conditions announced by the <MSP/CPO> i.e. via the App. End-user can choose to agree with these conditions and activate the <MSP/CPO>'s Identifier for these Charging Points as well.

2.8 If the <MSP/CPO>'s Identifier is used to charge from the Partner Network, <MSP/CPO> depends on the CSO and/or CPO of the Charging Point that generates the data regarding the charging and that passes on the associated costs.

2.9 <MSP/CPO> has the right, following one (1) month's advance notice, to adjust the effective prices and rates, which need to be notified to the End-User either by the App, via the Platform or otherwise.

2.10 The End-user has the right, if he does not wish to agree with the adjustment of the prices and rates, to terminate the Agreement prior the date on which the change would enter into effect (the time for termination may be however not shorter than 14 days). This cancellation does not free the End-User of the payment obligations that may be still outstanding at that time.

2.11 The End-user is required to provide on time all necessary, complete, correct, contact details, personal data, and payment information, as well as – if necessary – true, complete and correct data of their Fleet EV Drivers or employees – whether or not via the use of third parties - on the

EVC-net platform of <MSP/CPO> and/or in the App, during the registration and any time this data is changed. The End-User is also obliged to ensure that it is legally entitled and authorized to introduce personal data or other information of third parties, like Fleet EV Drivers or employees, as well as to inform such persons in advance on entrusting their details to <MSP/CPO>,LMS.In the event of a change in the data provided during registration in the App or when registering, the End-User is obliged to immediately notify the <MSP/CPO> and provide <MSP/CPO> with the updated data. End-User should report any changes, in particular changes to the bank account number, invoicing address and/or e-mail address, not later than within one (1) calendar month before the change becomes effective.

- 2.12 The minimum (basic) information that the End-User must supply is:
- a. End-User name and address information: name, address, and place of residence of the End-User (natural person).
 - b. Business' name and address information: in case of Business End-User, it is also obligatory to provide registered company name, business address, the registered place of establishment and the number in the commercial register as well as the data of persons representing the End-User (name, surname, position or function).
 - c. Business' invoice details: if the End-User is a VAT taxpayer, the End-User must also submit a valid VAT number and registration number (in the Chamber of Commerce Register or other commercial registry) via the Platform.
 - d. Payment information: required is all information for a correct authorisation for direct debiting/automatic collection, e.g.: bank information such as the name of the bank, bank account number, IBAN, and BIC code.
 - e. A valid e-mail address of the End-user and, if applicable, the e-mail address for the invoice if it is different from the one of the End-user. If no e-mail address is filled in for invoicing, the invoice will be sent to the End-user and it will be assumed that it only concerns private usage.

This list is not exhaustive and <MSP/CPO> can make additions to the list and can change it if it is deemed necessary.

- 2.13 Unless the law provides for otherwise, the End-User shall be responsible for any possible errors in documents, payments, Services or other damage, that are caused by End-User's failure to comply with its duty to provide true, correct and complete information necessary or timely update it (as indicated above).
- 2.14 If End-user has supplied the information as intended in article 2.10 incorrectly, incompletely, or too late, and such information is required to provide the End-User with a Service, for payments, invoicing or in order to comply with any provision of this EUA or with the law, <MSP/CPO> and, as a result of the Assignment, also LMS, are not required to provide the End-User with such a Service, after having promptly informed the End-User about it. This covers also Services connected with providing or using Identifiers. As soon as End-User provides missing or correct data, the Services should be continued as stated in the Agreement.
- 2.15 The End-User is obliged to inform its Fleet EV Drivers, employees or other personnel about the Services as stated in this EUA.
- 2.16 The End-User shall not:
- a. use the Services in a way that disrupts the functioning of the Website, Mobile Application or any of their elements, as well as Services performed for other End-Users;
 - b. introduce any illegal content to the Website, User Profile or the App, which violates the law or decency, including, in particular, introducing any malicious software or tracking software;
 - c. indicate personal data of third parties (as Fleet EV Drivers or Account Administrators), the disclosure of which is not authorized;
 - d. make any modifications to the Website or other items of the Services, adaptation, code translation or any other changes to the software;
 - e. remove or modify any security features, as well as markings on the Website and the App, including trademarks or other markings contained therein;
 - f. make the Services (including the Account) available to third parties for use under any title (for a fee or for free), unless it is a part of a Service provided or <MSP/CPO> agrees for that.

- 2.17 In case the Newsletter Service for End-Users is available at <MSP/CPO> Website, it may be launched only in case the End-User previously consented to receive such a Newsletter, which may include commercial information or offers, by e-mail, to the e-mail address provided by End-User <MSP/CPO> decides about the frequency of sending messages as part of such a Newsletter. It is possible to unsubscribe from the Newsletter Service at any time via the User Profile or by End-user sending information about the resignation to <MSP/CPO> e-mail or by clicking on the dedicated link provided for this purpose with the Newsletter message.

Article 3. Partial transfer of obligation, partial assignment of rights and Payment Terms

- 3.1 <MSP/CPO> partially assigns its rights and partially transfers its obligations under the Agreement concluded by <MSP/CPO> with End-User to LMS within the scope necessary for LMS in order to provide End-Users with Charging sessions, hosting subscription Services, as well as Home Reimbursement Services as specified under the Agreement concluded between <MSP/CPO> with End-User (hereafter referred to as "Assignment"). You are at the same time notified on this Assignment by providing you with this EUA via the Website or the App. As a result of this partial transfer/assignment ("Assignment") LMS:
- a. provides Charging sessions to End-Users, is entitled to receive payments for such Services and invoices End-User for it;
 - b. provides hosting subscription Services (Hosting subscription charging pole) to CSO, is entitled to receive payments for such services and invoices CSOs for it;
 - c. acquires access to Charging Stations to the extent necessary to provide charging sessions and is obliged to pay due Remunerations to CSO, <MSP/CPO>.

End-User by accepting this EUA consents to the partial Assignment described above and <MSP/CPO> ensures and guarantees that the Assignment is accepted by LMS as well. Assignment is legally effective at the moment of accepting the EUA by the End-User, as specified in this EUA. The Assignment takes place only to the extent and for reasons justified above, as well as only towards LMS, as an entity dedicated for such a support of both End-Users and <MSP/CPO>. The Assignment as described above may not be made towards any entity different than LMS. In case of EV Driver who uses the charging app and, at the same time, does not register (ad hoc EV Driver), this EUA and the Assignment also apply to the extent necessary to provide such an EV Driver with Charging sessions.

- 3.2 <MSP/CPO> by way of partial Assignment to LMS assigns LMS with some rights and transfer some obligations to LMS to the extent necessary to supply EV drivers all charging sessions that have or will occur during the term of the Agreement with End-user in connection with the Services described in this Agreement, as well as to provide CSO with hosting subscription Services. LMSs issues the invoices, including invoices related to the charging sessions carried out by End -Users in its own name. The invoicing process occurs after one or several charging session(s) has/have taken place.
- 3.3 The <MSP/CPO> subscription costs (if applicable) and the costs for charging from the Network (if applicable) are invoiced monthly. These costs are collected by way of direct debit/automatic credit collection from the bank account submitted by the End-user, as established in the direct debit authorisation. Because of the Assignment agreed, End-User gives direct debit/automatic credit authorization at the time of registration on the Website or in the Mobile App directly to LMS. End-user will always make sure that the payable amounts can be collected via direct debit from his bank account. If the direct debit cannot be carried out successfully, LMS has the right:
- a. in case of Consumer End-User within the meaning of section 7:5 (BW) of the Dutch Civil Code, to claim, after having sent a payment reminder and in case payment fails to occur, an interest on the outstanding amounts at the statutory default interest rate, without prejudice to any further statutory claim for damages,
 - b. in case of a Business End-User to claim, without any additional summons, a legal interest and an amount of at least EUR 40 in collection costs from Business End-User in compliance with Sec. 6:96 (BW) punt 4 and Sec. 6:119a (BW) of the Dutch Civil Code. In other jurisdictions article 3.6 is applicable.

In accordance with article 6:44 of the Dutch Civil Code, LMS has the right to set off partial payments and/or payments received without a clear invoice description against the oldest outstanding amount. In addition, a set-off will first take place on consecutively:

- The outstanding costs
- The due interest
- The invoice amount
- The current interest.

3.4 The payment term for the Services indicated in this Agreement:

a. For the transactions that arise as a result of the provision of MSP services to EV Drivers: thirty (30) days for Business End-Users with which this has been specifically and separately agreed, and in all other cases: fourteen (14) calendar days from the invoice date;

b. For transactions that arise as a result of the provision of services to the CSO and that LMS pays out to the CSO: thirty (30) days from the invoice date for natural persons and employees as CSO. For all other receivables forty-five (45) days. This term is extended to at least forty-five (45) calendar days if EV Drivers of the <MSP/CPO> do not observe the term of article 3.4 sub a).

3.5 In the situation that LMS invoices the Charging Sessions and takes care of the payment traffic because of the Assignment involving obligations towards MSP and/or CPO and/or CSO, these Parties agree with the principle of self-billing by LMS. Self-billing means that LMS issues an invoice directly to EV Driver in its own name and that LMS pays out the fees to the CSO and CPO in compliance with the terms indicated in article 3.4 sub b. The terms of self-billing agreement with CSO are specified in Annex 1 to this EUA.

3.6 In accordance with article 6 point 3 of Directive 2011/7 EU, in case of a late payment in commercial transactions by the Business End-User, the latter is obliged to pay, besides the amount owed and the statutory interest that has accrued thereon, full compensation of both the extra-judicial and the judicial collection costs, also including the costs of lawyers and collection agencies. As applicable in the country where the calculation takes place.

3.7 The invoicing address is the address as announced by the End-user to <MSP/CPO> for the platform or the Mobile App.

3.8 LMS sends their invoices by e-mail to the e-mail address that the End-user has communicated to <MSP/CPO>. The End-user receives an invoice monthly, with a summary of the charging transactions and the associated costs. By registering via the Platform or the App and providing e-mail address the End-User consents to the electronic delivery of VAT invoices for Services provided under the Agreement.

3.9 To determine the amounts owed at any time (including charging costs from any possible charging sessions in the Partner Network), the records of <MSP/CPO> shall be used, unless it is demonstrated that this information is not correct.

3.10 Payments without reference or payment reference will be debited - to the extent the Assignment is in force - by LMS from any outstanding amounts. LMS does this based on seniority and will inform you about this by email. If there are no outstanding amounts at the time of payment or if there is a credit balance remaining, LMS will transfer this amount within fourteen (14) days to the bank account from which LMS received the amount.

3.11 Any possible complaints about an invoice must be reported by End-Users via the e-mail address stated on the invoice. Each End-User shall report such a complaint as soon as an error or inaccuracy is identified, however - in case of Business End-Users - not later than within ten (10) days from the invoice date.

3.12 Payment methods for charging sessions include:

a. in case of registered End-Users: monthly subscription Payments paid by way of direct debit authorization or money transfer (only in case of registered End-Users), as well as prepaid wallet;

b. in case of any End-User: prepaid (ad-hoc) Payment with usage of at least the following methods: debit or credit card Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.

<MSP/CPO> reserves the right to add other payment methods and payment systems in the User portal or the App in the future.

Article 4 Duration and termination of the EUA and blocking of the Identifier

- 4.1 The Agreement with Business End-User regarding the subscription on the Services of LMS is adopted for the duration of twelve (12) months, effective from the date on which the End-user has activated the <MSP/CPO> Identifier, registered its User profile or started using any other Services. After this twelve-month period, the Agreement is automatically converted into a subscription for an indefinite time. Subject to the situation as indicated in article 4.3, both the End-user, <MSP/CPO> and/or (to the extent the partial Assignment is in force) LMS can terminate the Agreement after the first twelve (12) months at any time, with due regard for a notice period of one (1) month. The Agreement with Consumer End-User is concluded for an indefinite time and, subject to Article 4.3 below, both the End-User, <MSP/CPO> and/or LMS can terminate the Agreement at any time, with due regard for a notice period of one (1) month.
- 4.2 Termination as referred to in article 4.1 can occur by sending an e-mail to the e-mail address submitted by <MSP/CPO>, by indicating the name of the End-user, address, postcode, place of residence or establishment, and the date of termination requested.
- 4.3 <MSP/CPO> can terminate the Agreement as a whole – or – as the case may be – partially - with immediate effect in the cases listed below:
- If it proves repeatedly impossible to carry out the direct debit/automatic collection; or
 - In case of a filed petition of bankruptcy, suspension of payments, debt restructuring, or placement in receivership of End-user. In similar cases the Identifier is immediately blocked.
 - In case of inappropriate use of the Identifiers or the App.
4. In the event that a particular update to the User Portal, Application or other change to the Services made by <MSP/CPO>, LMS, including changes to digital content, causes a material and adverse effect on the Consumer End User's access to or use of the Services, the Consumer End User may terminate the Agreement without notice within thirty (30) days of the time when the digital content or digital service has been modified by <MSP/CPO>, LMS.
- 4.5 Upon termination of the Agreement, End-user will immediately return the Identifier(s) provided to him to <MSP/CPO>.
- 4.6 <MSP/CPO> and LMS both have the right to block the Identifier or your charging point temporarily or – in case of Identifiers - even permanently, after a prior request to cease violation, in the following cases:
- In case of payment arrears of more than thirty (30) days.
 - Non-compliance by the End-User with the terms as stated in articles 2.10, 2.11 and 2.12.
 - One of the situations as described under article 4.3.
- 4.7 In case of purchase from distance, which constitutes a consumer contract, the End-User pursuant to article 6:230o B.W. has a period of fourteen (14) days, starting from the date of conclusion of the Agreement, to withdraw from the EUA, without giving any reason, and without incurring any costs. The right of withdrawal shall be exercised by the End-User within the above-mentioned withdrawal period, by filling in the withdrawal form provided below at article 4.8 and sending it via e-mail to the e-mail address submitted by <MSP/CPO>. Article 6:230o B.W. transposing articles 9 – 14 of Directive 2011/83/EU applies accordingly.

However, the <MSP/CPO>,LMS shall not be entitled to claim payment for the time during which the Service was not in conformity with the Contract, even though the End User who is a Consumer actually used the Service prior to the withdrawal from the Contract. Reimbursement will be made within fourteen (14) days by using the same means of payment as those used in the initial transaction, unless the Consumer expressly agrees to a different solution. In any case, the Consumer will not incur any fees in connection with this return.

4.8 TEMPLATE WITHDRAWAL FORM

In the event that the Consumer wishes to withdraw from an Agreement which is a Remote Agreement or an Off-Premises Agreement and he/she has the right to withdraw from the Agreement, such a Consumer should make a statement on withdrawal and address it to <MSP/CPO>'s contact details as indicated in Article 1.1 herein. The Consumer may make such a statement by using the following elements contained in the template included below (use of the following template is optional):

Template withdrawal form

To [<MSP/CPO>]:

(this form is to be filled in and returned only if you wish to withdraw from the contract)

- Addressee [name of trader, full postal address and e-mail address as indicated in Article 1.1. of the EUA],
- I/We hereby give notice of my/our withdrawal from the contract for the provision of the following Services _____ [please indicate the subject matter of the Agreement e.g. Agreement for the use of the electric vehicle charging services] described in the EUA,
- Date of conclusion of the contract/...../.....
- Full name of Consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper),
- Date

4.9 If the digital content covered by the Service or the Digital Service is not delivered to the Consumer, with the exception of a Charge Card, Charge Token or other tangible medium for the digital content, the Consumer may furthermore withdraw from the Agreement without calling for the delivery of the digital content covered by the Service or the (digital) Service:

- a. if it is clear from the <MSP/CPO>'s statement or the circumstances that the Digital Content or Digital Service will not be delivered, or
- b. if the Consumer and the <MSP/CPO> 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 to the Consumer and the trader has not delivered it within that deadline.

The right to withdraw from the Contract if the digital content covered by the Service or the Digital Service does not comply with the Contract is described at article 9.11 below.

Article 5 Charging services and the use of Charging Points

- 5.1 While using the Charging Points, End-user, as well as Fleet EV Driver, will observe all regulations that are effective for and in connection with the charging, both the regulations established by <MSP/CPO> and the operators of the Charging Points and/or Partner Networks, and any possible applicable legal (safety and other) regulations.
- 5.2 <MSP/CPO>, LMS> does not guarantee any Charging Point density and/or reachability of Charging Points. Unless otherwise provided by the law, any possible damage – both direct and indirect - as a result of the failure of a charging pole or the interruption of a charging session cannot be claimed from <MSP/CPO>,LMS> or from the third parties used by <MSP/CPO>, LMS> if not caused by them deliberately. It is CSO's liability that the Charging Point is properly marked, complies with all legal and technical requirements, as well as it is supplied with energy without power outages.
- 5.3 For Charging Points in a Partner Network, the conditions of the relevant operator of the Charging Point are applicable to the use of the Charging Point.
- 5.4 <MSP/CPO> informs that Charging Points that are available in the Network may change in time and it depends on many factors, including agreements with a Partner Networks. Therefore, <MSP/CPO> always has the right without prior announcement to remove one or more Charging Points from the Network and/or to no longer grant access to a Partner Network.
- 5.5 The End-User (CSO) using the Hosting Service, by registering a Charging Station on the Platform, agrees to include such Charging Station in the Network and to access such Charging Station for the purpose of providing the Charging Service, in exchange for the Remuneration, and ensures that it is entitled to grant such access and collect Remuneration therefor. Such End-User (CSO) further authorizes the <MSP/CPO> and LMS to grant further access to such Charging Station within the Network, including the Partner Network.

Article 6 Help desk, complaints and malfunctions

- 6.1 The Help Desk offers support services in connection with questions and/or complaints of the End-user with regard to the Services provided under the Agreement.
- 6.2 The Help Desk is available on the phone number that is stated on the Identifier and also via the e-mail address of <MSP/CPO> as indicated in Article 1.1. End User may also make a complaint addressing it at the registered office address of <MSP/CPO> as indicated in Article 1.1. of this EUA.
- 6.3 Irrespective of any assignment made between <MSP/CPO> and LMS, End-User should address its complaints – if any – to <MSP/CPO>, by way indicated in Article 6.2. When making

a complaint the End-User should indicate at least End-User name and contact details, the subject matter of the complaint, i.e., description of irregularities in the operation of the Service as well as the expected manner of settling the complaint. Before making a complaint, the End-User should verify whether the non-functioning or malfunctioning of the Service is not due to reasons on End-User's side, in particular, problems with Internet access on End-User's side or power failure at the Charging Station or Private Charging Point. The Business End-User is obliged to submit a complaint no later than within one week from the end of the billing period to which the End-User complaint applies. Failure to submit a complaint within this period will be deemed as confirmation of the correctness of performance of the Service by the Business End-User.

- 6.4 The submitted complaint shall be processed by <MSP/CPO> without undue delay, no later, however, than within 14 days from its submission.
- 6.5 Support via Help Desk is provided to the extent that it is possible to remotely provide End-User with guidelines, solutions or advice, as well as remotely implement possible solutions. <MSP/CPO> does not provide any guarantee that the Help Desk will provide solutions to any issued reported, in particular in case the solution to a given problem cannot be implemented remotely, the End User will be informed on possible solutions it may independently apply at site.
- 6.6 In case of a malfunction on a Charging Point or a Identifier, an End-user must immediately contact the phone numbers stated on the Charging Point or Identifier.
- 6.7 In case an End-user will try himself to resolve the malfunction, <MSP/CPO>, LMS> is not liable in any manner for the damage that flows or will still flow as a result of such repair or/and to the extent that the multifunction has been extended by the reason of the repair.

Article 7 Website and platform

- 7.1 As a part of the Agreement, the End-user can make use of the Services that are offered via the Website or the App.
- 7.2 On the website of <MSP/CPO>,LMS, general information is provided with regard to the Services offered by <MSP/CPO>/LMS. <MSP/CPO>,LMS do not guarantee that the use of the Website or the App and any Services offered via the Website or the App are suitable for specific individual or business purposes of the End-User
- 7.3 In case any printing and spelling errors or similar mistakes in material disclosed by <MSP/CPO> or LMS, of any nature whatsoever, are identified, the End-User should immediately inform <MSP/CPO> or LMS on such an error

Article 8 Transfer to third parties

- 8.1 It is permitted to the End-user to transfer this Agreement to a third party, different than provided by Article 3 of this EUA, only with the prior written consent of <MSP/CPO>,LMS.
- 8.2 By concluding this Agreement (by way of ticking off the box for registration on the end-user platform, or upon first use of the Identifier or of the App, End-User acknowledges and accepts the partial Assignment of rights and transfer of obligation from <MSO/CPO> to LMS as stated at Article 3.1 herein.

Article 9 Liability

- 9.1 Under the terms of the law and this Agreement, <MSP/CPO> shall be responsible for the compliance of the Services, including the digital content provided, with the Agreement. A Charging Point uses (whether or not public) communication infrastructure, such as (mobile) internet connections. <MSP/CPO>,LMS informs that the provision of Services may depend on the availability of such communication infrastructure, provided by external entities over which they have no influence, i.e. payment operators, Internet providers and telecommunications service providers. In particular, unless otherwise provided by the law, <MSP/CPO> and LMS shall not be liable for the non-conformity of the Services, including the digital content provided, with the Contract, as well as damages and other consequences resulting from:
 - a. the incompatibility of the digital environment used by the End-User with the technical requirements for the use of the Services, of which the End User was informed prior to the conclusion of the Agreement, including irregularities on the part of the End-User's or Fleet User's computer equipment or mobile devices, or malfunctions of third party software used by the End-User or the Fleet EV Driver,

- b. failure to comply with an obligation of required cooperation in the provision of the Services of which the End-User was informed prior to the conclusion of the Agreement, in particular improper installation of the SIM card by the End-User or failure to conduct or improperly conduct integration tests of the Charging Point by the CPO/CSO, or incorrect configuration or incorrect operation of the User profile or Mobile Application by the End-User.
- 9.2 Unless otherwise provided by law, End-User is liable for damage as a result of inappropriate or careless use of a Charging Point and all associated materials that are provided, such as Identifiers and charging cables, and safeguards <MSP/CPO>, LMS against any claim by third parties in this connection. End-user safeguards <MSP/CPO>, LMS as well as the third parties used by him against any claim by third parties in connection with conducts or circumstances that are at the expense and/or risk of End-user. In particular, unless otherwise provided by law, <MSP/CPO> and LMS shall not be liable for damages and other consequences resulting from:
 - a. failure by the End-User to comply with the rules of using the Services resulting from the Terms or instructions from CPO/CSO or Charging Point instruction,
 - b. other actions or omissions on the part of the End-User or the Fleet User, their personnel or other third parties.
- 9.3 Unless otherwise provided by law, End-user is liable towards <MSP/CPO>,LMS for any action and/or omission by third parties to which End-user grants access to the use of the Services as if they were actions and/or omissions committed by the End-user himself.
- 9.4 <MSP/CPO>,LMS is liable for damage incurred by End-user as a result of an attributable shortcoming of <MSP/CPO>,LMS upon compliance with their contractual obligations vis-a-vis the End-user, on condition that End-user accordingly informs <MSP/CPO>,LMS of this in writing within ten (10) business days after the day on which he has identified or could have reasonably identified the shortcoming or illegitimate action, thereby declaring <MSP/CPO>,LMS, to the extent legally required, in default and granting a reasonable term to still comply. The additional conditions as indicated in the previous sentence do not apply to the Consumer End-User.
- 9.5 Unless otherwise provided by the law or this EUA, the liability intended in the previous section of this article is (if and to the extent possible with due regard for mandatory provisions regarding liability) limited to the compensation of direct damage up to a maximum of the amount equal to six times the (average) monthly fee owed and paid by the End-user for the relevant services.
- 9.6 The Charging Service provided under the Agreement by the <MSP/CPO>,LMS shall include the provision of access to a Charging Point using Services provided remotely, digitally as meant in article 2 of DIRECTIVE (EU) 2019/771. The CSO/CPO of the respective Charging Point is responsible for the provision of electricity to the respective Charging Point, including the actual enabling of (full) charging of the Electric Vehicle and its efficiency. <MSP/CPO>,LMS is not liable if the Electric Vehicle cannot (or cannot safely) be charged due to a defect in the Electric Vehicle and/or the tools used, such as charging cables.
- 9.7 Unless otherwise provided by the law or this EUA, Except in case of wilful intent or gross negligence of <MSP/CPO>,LMS, the total liability of <MSP/CPO>,LMS for loss of profit and income, goodwill, consequential damage, receivables or penalties of third parties and/or indirect damage is excluded.
- 9.8 The limitations indicated in previous sections of this article lapse if and to the extent the damage is the result of the wilful intent or gross negligence of <MSP/CPO>,LMS.
- 9.9 <MSP/CPO> is not obliged to comply with any obligation if they are prevented from doing so as a result of a cause that reasonably falls outside their sphere of influence, including, but not limited to: force majeure, ruling by a government or regulatory agency, epidemic/ pandemic, flooding, earthquake or similar natural disasters. Force majeure is also understood to mean force majeure on the part of suppliers of and/or third parties used by <MSP/CPO>,LMS.
- 9.10 After <MSP/CPO>,LMS, within five (5) business days, has informed the other party in writing of the occurrence of such a delay or malfunction, the provisions of this Agreement – to the extent influenced by such a cause or event - are suspended for as long as the cause or event in question continues.
- 9.11 If the digital content covered by the Service, or the Digital Service, is not in conformity with the Agreement, the End-User who is a Consumer may request it to be brought into conformity with the Agreement, and the <MSP/CPO> may refuse only if the request is unjustified (in case

the <MSP/CPO> is not responsible for the non-conformity in question) or if bringing it into conformity with the Agreement is impossible or if it would require excessive costs for <MSP/CPO>. Bringing the Service into conformity with the Agreement shall take place within a reasonable time from the moment the <MSP/CPO> is informed by the Consumer of the non-conformity with the Agreement (complaint). The costs of bringing the Service into conformity with the Agreement shall be borne by the <MSP/CPO>. If bringing the Service into conformity with the Agreement is impossible, requires excessive costs, occurs despite attempts to bring the Service into conformity with the Agreement, or if the <MSP/CPO> has declared that it will not bring the Service into conformity within a reasonable time or without excessive inconvenience to the Consumer - the Consumer may demand a proportionate price reduction, or, if the lack of conformity is not insignificant, the Consumer may withdraw from the Agreement. The preceding sentence shall also apply if the lack of conformity of the Service with the Agreement is so significant that it justifies a price reduction or withdrawal from the Agreement also without a prior request to bring the Service into conformity with the Agreement.

Article 10 Intellectual Property

- 10.1 It is not permitted to End-user to remove or alter any designation regarding the confidential nature or regarding intellectual property rights of the software, devices, Websites, or materials. It is not permitted to bypass or remove technical safeguards in contrary to his contractual or statutory obligations, or user restrictions in connection with the Services.
- 10.2 In case damage occurs because the End-user nevertheless bypasses or removes the technical safeguards, this damage will be claimed from the End-user.
- 10.3 The <MSP/CPO>'s Identifier and the electronic data integrated therein are and remain the property of <MSP/CPO>.

Article 11 Privacy

- 11.1 Upon offering Services, <MSP/CPO> processes certain data of the End-user, its employees, representatives or other personnel, including personal data. Personal data are data that make it possible to identify a certain person, such as name, address, and place of residence data. <MSP/CPO> has a status of the data controller of End-Users personal data, as well as their personnel personal data. The details of personal data processing by <MSP/CPO> are described in <MSP/CPO> Privacy Policy, as provided to End-Users via the Website and via the App.
- 11.2 Besides personal data, <MSP/CPO>,LMS during the term of the Agreement also records the user data of the End-user for the purpose of the invoicing and the associated administrative requirements that are a part of payment traffic.
- 11.3 Upon the processing of personal data, <MSP/CPO>,LMS observes the effective regulations, also including the privacy law '*Wet bescherming persoonsgegevens*' as well as the GDPR Regulation.
- 11.4 <MSP/CPO>,LMS points out to the End-user that they, for example as described in article 3.1 and 3.2 of this Agreement, can provide supplied personal data on grounds of the law to third parties in the context of the implementation of this Agreement. <MSP/CPO>,LMS can be obliged to provide personal data of the End-user to third parties also if this is required by law. For the purposes indicated above, and within the legally justified grounds, the consent of the End-user is not required.
- 11.5 The data regarding usage within the Partner Network is provided by these parties to LMS in order to enable to invoice the charges of the usage to the End-user.
- 11.6 As LMS –provides End-Users with provision of some Services and settlements for that, as a part of services provided to <MSP/CPO>, LMS has been entrusted with processing of the personal data on behalf of <MSP/CPO> as a data controller, for the purpose of executing the partial assignment of rights and transfer of obligations as described in Article 3 of this EUA. In such a case personal data are processed by LMS on behalf of and under authorization of <MSP/CPO>.
- 11.7. Unless Article 11.6 applies and to the limited extent where LMS processes personal data as a result of its own legal obligations, including under accounting and tax provisions connected with the invoicing, LMS process personal data of End-Users, their employees, Fleet User or other personnel, as the data controller. Details of data processing by LMS are described in the LMS Privacy Policy available at <https://www.lastmilesolutions.com/privacy-policy/>.

Article 12 Miscellaneous provisions and applicable law

- 12.1 This End-User Agreement is the only Agreement that is applicable to the Services that are offered by <MSP/CPO>,LMS to the End-User. After the online activation of the Identifier, the End-User explicitly agrees with this End-User Agreement.
- 12.2 <MSP/CPO>,LMS is authorised to develop and modify the operation of the Website, User Portal or Mobile Application, as well as their functionalities, in accordance with their own development plan, including introducing visual changes, functional changes, changes in payment methods, new Services. When such changes are introduced, if they affect the possibility or scope of the Services provided, the End-User need to be notified in advance. If such changes would result in a change in the scope or conditions of the provision of the Services specified in this EUA, <MSP/CPO> shall introduce such changes by amendment to this EUA as specified in Article 12.3.
- 12.3 <MSP/CPO> is unilaterally authorized to amend this EUA during the term of Agreement for important reasons, in particular if:
- a. EUA needs to be adjusted due to changes in the law or their interpretation by courts or administrative bodies;
 - b. an amendment consists of adding new functionality or Services, changing the scope of Services offered, and adjusting the EUA accordingly;
 - c. the amendment is necessary to correct obvious mistakes, calculation errors, language errors, etc;
 - d. there is a change in the contractual relationship between <MSP/CPO> and LMS or <MSP/CPO>, LMS and contractors or partners to the extent affecting the Services;
 - e. there is a change to the infrastructure of the Partner Network or the Website or the chargepoint App affecting their operation.
- Amendment to the EUA does not require a written form or conclusion of an annex to the Agreements. Change of Agreement as a result of amendments to EUA does not affect the Services performed so far. The End-User will be informed about the change of the EUA by making the content of the new EUA available to him via e-mail or via User profile. The End-User may be asked to expressly agree on the amended wording of the EUA, before further use of the Services. Amendment to the Agreement is effective upon the lapse of 14 days from the time the amended Agreement is made available to the End-User or from the moment of its acceptance. In the case of registered End-User who are Consumers, the amended provisions of the Agreement become binding no earlier than from the moment of the acceptance of the amended Agreement by the Consumer. During the next logging into the account the End-User shall be asked to read and accept the amended Agreement. If the End-User does not accept the amended Agreement, the agreement may be terminated in accordance with the provisions of the Agreement within fourteen (14) days of receiving the amended Agreement. During the period of notice the previous provisions of the Agreement shall apply.
- 12.4 <MSP/CPO>/LMS has the right upon the implementation of the Agreement to engage subcontractors. <MSP/CPO> shall also have the right upon execution of the Agreement to engage LMS or to transfer the rights and obligations under this Agreement in part to LMS.
- 12.5 If any provision of these End-user Agreement for whatever reason were to be invalid or void or were to be annulled, the other provisions remain fully effective and parties will, in mutual consultation, provide for a substitute provision whereby the purpose and tenor of the provision that is to be replaced will be maintained as much as possible.
- 12.6 The applicable law to this Agreement shall be Dutch law. However, the choice of the Dutch law does not deprive the Consumer – End-User concluding this Agreement of his rights and protection under mandatory provisions of the law of his country of habitual residence (which – in the absence of the abovementioned choice of law – would have been applicable to this Consumer-End-User and Agreement with him). The Consumer – End-User may rely on such a legal protection, which shall be always respected and applied by <MSP/CPO>, LMS.
- 12.7 Apart of the case where exclusive court competence is provided by law and apart of disputes with Consumers – End-Users, any dispute shall be submitted to the jurisdiction of the competent Court of law in Rotterdam (the Netherlands).

Annex I Self-billing agreement and authorization

1. The Parties hereby agree that, because of the scope of Assignment provided under EUA, LMS shall be entitled to prepare self-billed VAT invoices on behalf of the CSO for the

payment of any remuneration due to CSO for any supplies / services made to LMS in accordance with the terms and conditions of the Agreement. The provisions of this Annex 1 constitute a self-billing agreement as referred to in in Articles 35(2) together with 34c of the Dutch VAT Act (*Wet Omzetbelasting 1968*) concluded by and between End-User, being CSO and LMS.

2. The invoice issued by LMS in self-billing procedure must contain an information included by LMS that the invoice is issued in the name and on behalf of the CSO (i.e., the taxpayer specified in the invoice as the seller) and a note “self-billing”. The numbering of these invoices will be according to the order in which they are issued by LMS, i.e., LMS applies their own numbering scheme. LMS will issue an invoice in the name and on behalf of the CSO in electronic form, to which the CSO hereby agrees.

3. Taking the above into account, LMS agrees to:

- a. issue self-billed invoices for all supplies/services made to them by the CSO in respect of the remuneration;
- b. 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;
- c. inform CSO if the issue of self-billed invoices will be outsourced to a third party.

4. CSO warrants that it is a taxpayer registered for VAT and agrees:

- a. to accept invoices issued by LMS and not to terminate the authorisation to issue invoices under the self-billing scheme described in this Annex until the expiry of the Agreement;
- b. not to issue any sales invoices for the transactions covered by this Agreement and self-billing agreement as described herein;
- c. to notify LMS immediately, not later than within one (1) business day if CSO changes its VAT registration number, or ceases to be VAT registered, or sells their business, or part of their business.

5. LMS represents to issue invoices, correction invoices and duplicate invoices in accordance with the regulations that apply in this regard, in particular the Dutch VAT Act (*Wet Omzetbelasting 1968*) and the executive provisions issued based thereon.

6. Parties are obliged to comply with the procedure for the verification and approval of individual invoices by the CSO as it is specified below:

- a. Each invoice issued in accordance with this Annex by LMS under the CSO’s self-billing authorisation will be available for the CSO to download from the Platform or will be made available electronically, i.e., sent to the CSO’s e-mail address.
- b. Invoices posted on the Platform will be made available in PDF format and by enabling the CSO to download those invoices, the taxpayer will be allowed to store invoices, correct invoices and make duplicates of these documents.
- c. LMS must inform the CSO via the Platform or by email that an invoice has been issued in their name and on their behalf and that they may comment on the contents of the invoice within three (3) working days as of the issue of the invoice.
- d. 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.
- e. If an error is found in an invoice, the CSO must immediately notify LMS by sending an information about the type of errors found by e-mail to the LMS’s address.

This Annex – a self-billing agreement – shall commence and be valid for the time of the Agreement between <MSP/CPO> and End-User, unless terminated earlier by the Parties in accordance with the Agreement. This self-billing agreement may be terminated only together with the Agreement.

Annex II. Technical requirements and security measures

1. ELECTRIC VEHICLE

The charging Service at a given Charging Station shall be available exclusively to holders of Electric Vehicles which meet the technical requirements of such a Charging Station, as indicated in the App, on the Website and in the manual for the Charging Station.

2. USER PROFILE

Registration of an account on the Website or in the App is necessary to use the Services provided for registered End-Users. Use of the charging Service by an unregistered EV Driver does not require User profile registration.

3. WEBISTE

In order to use the Services on the Website, the EV Driver shall have computer equipment or a mobile device with access to the Internet and a web browser meeting the standards indicated by <MSP/CPO>,LMS. It may also be necessary to enable necessary cookies to properly provide the Services.

4. E-MAIL ADDRESS

In order to use the Services, the End-User must have an active email address.

5. MOBILE APP REQUIREMENTS

In order to use the Services available in the Mobile App EV-Driver needs to have a mobile device equipped with an Android operating system version 5.1 or higher or iOS operating system version 11.0 or higher (in accordance with the requirements indicated in the applicable mobile application distribution channel) with access to the Internet, download and install the App. In order to use the App on an ongoing basis an Internet connection shall be required.

6. CHARGING POINTS

In order to be covered by the Services, the Charging Stations and Private Charging Points must meet the communication standards required for the <MSP/CPO> Platform (OCPP communication protocol) and be equipped with a SIM card.

SIM cards are provided by the <MSP/CPO> and delivered - within (indicate specific country) -at the <MSP/CPO>'s own expense, unless otherwise specified in the Agreement. The installation of the SIM cards in the Charging Station or Private Charging Point, the adjustment of the Charging Station or Private Charging Point to the possibility of communication with the Platform and the performance of integration tests are the responsibility of the End-User, unless otherwise specified in the Agreement. The End-User also bears the costs of telecommunication services connected to the Charging Station or Private Charging Point communication with the Platform. SIM cards remain the property of the <MSP/CPO>. Hosting subscription charging pole Service may be rendered only after prior proper installation - by CSO - of the SIM card and integration of the Charging Point with the Platform (including the integration test conducted by CSO, where required).

7. ADDITIONAL TECHNICAL REQUIREMENTS

If necessary, the <MSP/CPO> shall provide the EV Drivers with additional information regarding technical measures to protect the account, the Service and other digital content provided, as well as information relevant to the interoperability of the Services with the EV Driver's computer hardware and software.

8. SECURITY

<MSP/CPO>, LMS and their subcontractors, take a number of measures to secure data processed on the Website at the highest possible level, including by using data transfer security, securing websites and software against cyber-attacks, and updating used IT tools. In particular, SSL encryption (used to secure data transmission over the Internet), SEPA integration protocol (banking interface), are used in connection with Services.

9. NOTICE OF RISKS

Although the <MSP/CPO>,LMS use all appropriate security measures, the End-User should keep in mind that no security measure 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 malware, spyware, SPAM, phishing, hacking and cryptanalysis. Also, the manner in which End-User uses the Services, including, but not limited to, exercising caution when using the Internet, and having your own anti-virus software, affects the level of risk to services provided electronically.

10. PROHIBITION

The User may not introduce to the Website content of an unlawful nature, violating the law or good morals, including in particular the introduction of any malicious software or tracking software.

11. BREAKS

<MSP/CPO> informs that temporary interruptions in the operation of the Website or the App, are possible for the purpose of carrying out maintenance, repair and development works, in particular for

the purposes of updating and expanding the Website or the App - provided that the scope of work justifies such a break .

<MSP/CPO>, respectively, will inform the End-Users in advance of any planned interruptions in the operation of a given Service. Interruptions in the availability of the Services may also occur for other reasons beyond the control of the <MSP/CPO>, LMS , including interruptions in electricity supply, Internet, telecommunications problems, communication problems or other external causes. <MSP/CPO> will notify End-Users about such failures or external obstacles that may affect the availability of the Services, immediately after receiving information about such circumstances.

12. **UPDATES**

<MSP/CPO> informs that the User Profile (on the date of its registration and activation) and the App (on the date of its installation) are made available to the End-User as the latest available versions thereof.

The App and the User Portal may be updated from time to time, in particular in order to implement technological changes, new functionalities, changes to the security features used, as well as to maintain the compatibility of the Services provided with the Agreement. Whenever an update of the Application or the User Portal is required by <MSP/CPO>, or is otherwise necessary for the correct use of the Services, such update shall be made available to the End-User at no additional cost. The use of an updated App generally requires that the updated version of the App is installed on the mobile device in accordance with clause 5 above. If <MSP/CPO> indicates that an update is required, this means that if the update is not installed, the availability of the Services or functionality may be restricted, access to the Account may be limited, the effectiveness of security may be impaired or other malfunctions of the Services may occur. <MSP/CPO> will provide reasonable advance notice of required updates. <MSP/CPO>, LMS shall not be liable for any non-compliance of the Services with the Agreement resulting from the End-User's failure to install the required update within the indicated timeframe or, failing that, within a reasonable time.
