

## Q8 electric General Terms and Conditions

These General Terms and Conditions apply to all quotations for and orders of Q8 electric services from KPB.

Together with the Registration Form, the Application Confirmation, the Confirmation of Participation and any Special Conditions, these General Terms and Conditions form the full agreement between the parties with respect to the provision of Q8 electric services. The Agreement supersedes all previous written and verbal notifications, arrangements and agreements in this respect. In the event of a conflict between these General Terms and Conditions and the Special Conditions, these General Terms and Conditions take precedence unless specified otherwise, with explicit reference to the article in these General Terms and Conditions from which is deviated.

If the parties have already signed a Q8 Liberty agreement, these conditions are considered to be Liberty Special Conditions (as defined in the General Terms and Conditions for Q8 Liberty Cards) in terms of the subject matter of these General Terms and Conditions. In the event of a conflict between the General Terms and Conditions for Q8 Liberty Cards and these General Terms and Conditions, the General Terms and Conditions for Q8 Liberty Cards prevail, unless specified otherwise below, with reference to the article in the General Terms and Conditions for Q8 Liberty Cards from which is deviated.

By selecting the checkbox indicating that he has viewed and accepts these General Terms and Conditions in the Q8 electric App and/or in the Registration Form, the Participant expressly confirms that he has read and understood and accepts the General Terms and Conditions. This acceptance also implies that the participant completely renounces any application of his own General Terms and Conditions or Special Conditions. Without prejudice to Article 16 (Changes), the Agreement may only be amended in writing with the agreement of both Parties.

Within these General Terms and Conditions, provisions in boxes preceded by the acronym 'B2B' apply only to Agreements concluded with businesses as defined under article I.1,1° of the Belgian code of economic law. Provisions preceded by the acronym 'B2C' apply only to Agreements concluded with consumers as defined under article I.1,2° of the Belgian code of economic law. Other provisions contained within these General Terms and Conditions apply to both businesses and consumers as defined by the Belgian code of economic law.

### 1. Definitions

Terms within the Agreement that start with a capital letter have the meaning defined below, except where it is indisputably clear from the context of a specific provision that this meaning does not apply in this provision:

Administration Service	the service consisting of the provision of administrative support to the B2B customer (employer) by KPB in the context of Q8 electric Services, as further described in Article 7;
'Agreement':	the General Terms and Conditions, and where applicable the Registration Form, the Application Confirmation, the Confirmation of Participation and the applicable Special Conditions;
'Application Confirmation':	the confirmation of receipt of an application sent by KPB, whereby a finalised application form is provided, completed with the selected specifications and any applicable discounts; the application must be confirmed by clicking on the link provided;
'Cardholder':	any natural person aged over 18 designated by the Participant via the platform as an authorised user, and who is issued with a Charging Card;
'Charging Card':	a carrier of the unique identification number issued by KPB that provides access to the use of Charging Stations within the Network. This carrier may be a Q8 electric Card or the Q8 electric App;

'Charging Services':	the services associated with the use of Charging stations within a Network with a Charging Card, including the allocation and management of Charging Cards, the collection and processing of data from charging sessions and the management and settling of charging transactions with the owner of the Charging station and the Participant;
'Charging Station':	a facility that can be used to charge the battery of an electric vehicle;
'Confirmation of Participation':	written confirmation by KPB of the acceptance by KPB of the Application Confirmation or of the Participant's registration in the Q8 electric App;
'Consumers':	Consumers within the meaning of Article I.1,2° of the Economic Code;
Credit limit	the maximum amount for which Q8 electric Services can be purchased by the Participant
'Data Processing Addendum':	the addendum referred to in article 15, and which is attached to these General Terms and Conditions. This addendum forms an integral part of the Agreement, and describes the data processing obligations on the part of KPB in its role as of restricted personal data pursuant to the European General Data Protection Regulation, or GDPR;
'Documentation':	online and/or paper information which is regularly made available by KPB to the Participants and/or Cardholders for free consultation by the Participants and/or Cardholders, and which contains, inter alia, more information on the application for and use of the Q8 electric Card by the Participants and/or Cardholders
'E-invoice':	an invoice that is submitted and sent in electronic format as defined by KPB;
'E-invoicing':	the submission of an e-invoice by electronic means;
'Force Majeure':	an act or event outside the reasonable control of a Party, its agents or contractors, and which wholly or partially prevents the fulfilment by this Party of its obligations under this Agreement, whether temporarily or otherwise, including but not limited to disaster, fire, flood, earthquake, natural elements, pandemic, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, disorder, uprising, revolutions and strikes, lockouts or labour disputes, acts by public authorities, accident or break-down of installations or machines, equipment shortage, non-supply of services by a utilities provider (including electricity, gas, network or telecoms providers) and any act or omission on the part of third parties outside the reasonable control of the Party;
'General Terms and Conditions':	this document entitled 'Q8 electric General Terms and Conditions' and the attached Data Processing Addendum;
'Home Charging services':	services for the settlement of charging sessions by employees of the Participant who charge at home in accordance with these General Terms and Conditions, if the Participant wishes to reimburse its employees for their home charging sessions;

'Hardship':	a normal and reasonably unforeseeable act or event, not attributable to the fault of one of the parties, that significantly complicates or aggravates the performance of the obligation(s) by one of the parties, thereby seriously disturbing the contractual balance, such as, but not limited to, changes in raw material prices, shortages of raw materials or price adjustments by suppliers.
'KPB':	Kuwait Petroleum (Belgium) nv, with its registered office at 59, Brusselstraat, PO box 1, B-2018 Antwerp, RPM/RPR Antwerp (Antwerp department), VAT no. BE0404.584.525;
'KPL':	Kuwait Petroleum (Luxembourg) SA, with its registered office at 12, Rue de l'Industrie, L-8069 Bertrange, RCS Luxembourg B49456, VAT no. LU 16241579;
'KPN':	Kuwait Petroleum (Nederland) BV, with its registered office at 50, Schenkkade, NL-2595 AR The Hague, Chamber of Commerce no. 24025263, VAT no. NL 001250590B01;
'Kuwait Petroleum Group':	any legal entity or group of legal entities directly or indirectly controlled by Kuwait Petroleum Europe B.V.;
'Q8 Liberty, Small & Large Business':	Q8 Liberty customers, natural persons who perform a professional activity independently or companies that are small or micro companies within the meaning of Article 1:24 or Article 1:25 of the Belgian company code and companies that are not small organisations as defined by article 1:24 of the Belgian company code;
Means of access	Username and Password
'MSP':	mobility service provider, an organisation that issues charging cards and that provides e-mobility services and products to its customers;
'Network':	the joint network that is formed by the Q8 electric Network and the Partner Network;
'Participant':	the natural person aged over 18 or legal person who signs an Agreement with KPB;
'Partner Network':	all Charging Stations at which the Charging Card can be used, and which are situated outside the Q8 electric Network as posted on the Website, the Q8 electric App and/or the Platform;
'Party' or 'Parties':	KPB and/or the Participant, as appropriate;
'Password':	a Cardholder's or Participant's password for access to and use of the Q8 electric App or the Platform;
'Platform':	online platform for Q8 Liberty, Small & Large Business customers at <a href="https://electric.q8.be/portal/login">https://electric.q8.be/portal/login</a> where the Participant can register, manage the Charging Cards and Charging Stations and check transactions;
'Q8 electric':	the full range of services and products offered by Kuwait Petroleum Group with respect to the electric charging of vehicles;

'Q8 electric App':	the smartphone application with which the Participant can manage the Charging Cards and Charging Stations and check transactions. This application is available for Apple iOS and Android;
'Q8 electric Card':	the card issued by KPB or a member of the Kuwait Petroleum Group with the name 'Q8 electric Card' with a view to providing access to the Charging Stations within the Network;
'Q8 electric Services':	the Charging Services, , the Home Charging Services, Administration Services and all other services in relation to Q8 electric that are provided by KPB in accordance with these General Terms and Conditions and/or Special Conditions;
'Q8 Liberty' or 'Liberty':	the fuel cards service for business customers of KPB, as further described at <a href="https://www.q8liberty.be/">https://www.q8liberty.be/</a> ;
'Q8 Network':	all Charging Stations managed by KPB, KPN or KPL;
'Registration Form':	the online or hard-copy registration form provided by KPB to Consumer via the Q8 electric App and to Q8 Liberty, Small & Large Business customers via e-mail or the Platform so that these customers can register for Q8 electric;
Security	a bank guarantee, surety or any other financial security in a form accepted by KPB
'Special Conditions':	the additional, supplementary or deviating conditions agreed in writing between the Parties, and forming part of the Agreement;
'Username':	a Cardholder's or Participant's identification code, allowing him to use the platform or the Q8 electric App;
'Website':	<a href="http://electric.q8.be">http://electric.q8.be</a> .

## 2. Participation

- 2.1 In order to be able to purchase the Q8 electric Services described in these General Terms and Conditions, customers must complete a Registration Form which must be submitted to KPB for approval in accordance with the provisions of this article. The provisions relating to quotations, orders and the formation of an Agreement in respect of specific Q8 electric Services, which are not described in these General Terms and Conditions, may be provided for differently in the Special Terms and Conditions in respect of such specific Q8 electric Services.
- 2.2 **Q8 Liberty, Small & Large Business customers** can submit an application to access Q8 electric Services by completing the Registration Form and confirming that they have viewed and accept the General Terms and Conditions and any applicable Special Conditions. Having completed and submitted the Registration Form and on receipt of the Application Confirmation, the customer is required to expressly confirm his application to KPB.
- 2.3 **Consumer customers** can register in the Q8 electric App by linking a valid means of payment to their account and confirm that they have viewed and accept the General Terms and Conditions and any applicable Special Conditions. The means of payment must in all instances be valid for minimum six weeks to guarantee the payment of charging sessions during the current calendar month.
- 2.4 The Agreement between a Participant and KPB does not enter into effect until KPB has sent the Confirmation of Participation, at which time the Participant receives a Username and a Password to be set in order to use

the Platform, the Q8 electric App and the Q8 electric Services purchased for the duration of this Agreement. Consumer customers can set their own password when they register for the Q8 electric App.

- 2.5 KPB is entitled, in light of all the facts and factors which may reasonably be relevant, to reject the application for participation and access to additional Q8 electric Services, or to make this dependent on meeting specific conditions (such as rectifying incorrect information, providing securities, obtaining direct debit instructions, mandates, etc.).
- 2.6 The Participant guarantees that all details provided to KPB (such as credit card details) are current, complete and accurate and will remain so for the duration of the Agreement, and that he is also authorised to communicate these details to KPB. The Participant undertakes to inform KPB immediately of any changes to these details in writing by recorded delivery or via email to [help@q8electric.be](mailto:help@q8electric.be).
- 2.7 The Participant is required to communicate these General Terms and Conditions, and any applicable Special Conditions, to these Cardholders, and ensure their compliance with them. The Participant guarantees that these Cardholders will comply at all times with these General Terms and Conditions and any Special Conditions as if they themselves were participants in accordance with this Agreement.

### **3. Provision of the Q8 electric services**

- 3.1 KPB undertakes to make the necessary effort to supply the Q8 electric Services purchased to the Participant in accordance with the provisions of this Agreement.
- 3.2 Unless expressly agreed otherwise, all commitments on the part of KPB with respect to the Q8 electric Services are executed with reasonable effort, without being linked to the achievement of any result, KPIs or SLA conditions.
- 3.3 Without prejudice to KPB's other rights, KPB is entitled at any time, without judicial intervention, notice of default or payment of any compensation, to suspend the supply of the Q8 electric Services in whole or in part if the Participant fails to comply with one or more obligations under this Agreement, or in the event of other circumstances which would justify the immediate suspension of the Agreement. KPB will always do its utmost to inform the Participant as quickly as possible of any suspension in light of the circumstances concerned, in accordance with article 18.2 of these General Terms and Conditions. Given the potentially urgent nature of a suspension, it is conceivable that notification can be given only after the suspension has been implemented.

### **4. Allocation of Charging Cards**

- 4.1 Consumer customers can request via the Q8 electric App a Q8 electric Card. Q8 Liberty, Small & Large Business customers can apply for and manage their cards via the Platform.
- 4.2 Q8 electric Cards requested are despatched to the address specified in the Q8 electric App within fourteen calendar days.
- 4.3 Q8 Liberty, Small & Large Business customers owe KPB the applicable fee for administration costs for each Q8 electric Card issued, namely €1.65 per Q8 Electric Card, excluding VAT, per month. If, for whatever reason, a Q8 electric Card must be replaced, the same costs may be charged by KPB.
- 4.4 Participants can create additional accounts for Cardholders via the Platform by following all the steps and completing the required fields. Cardholders receive a separate email with their Username and a Password to be set for the Q8 electric App; this will be sent to the email address provided by the Participant on the Platform.
- 4.5 To use the Q8 electric App, the Cardholder must have a compatible mobile device with internet access, which meets the most recent software and security requirements. KPB recommends securing the device by means of a pin code, pattern, fingerprint, touch ID or face ID. When the Cardholder wishes to link the Q8 electric App to his account on the Platform, he will be asked to enter his Password. The Cardholder is personally responsible for keeping his Password confidential. As soon as the Cardholder has reason to suspect that his Password has fallen into the hands of a third party, the Cardholder must inform KPB accordingly, and change his Password immediately.
- 4.6 Q8 electric Cards remain the property of KPB at all times. The risk associated with Q8 electric Cards, Usernames and Passwords transfers to the Participant at the moment of despatch to a Cardholder by or on

behalf of KPB. The Participant is responsible for using and storing these Q8 electric Cards and details in a secure and confidential manner in order to limit the risk of wrongful use. The Q8 electric Cards must not be left unattended in vehicles or in any other place.

- 4.7 In the event of loss, theft, serious risk of abuse, or abuse of a Charging Card, the Participant must block the Card immediately via the Q8 electric App or the Platform. The Participant remains responsible for all Q8 electric Services purchased for up to 48 hours after blocking the Charging Card. The Participant is entitled to have a Charging Card blocked at any time for any reason whatsoever. The Participant can block any Q8 electric Card himself in the Q8 electric App or in the Platform.
- 4.8 A Cardholder is deemed to be authorised by the Participant to use the Q8 electric Card. The Participant is responsible for ensuring that no Q8 electric Card remains in the possession of an individual who is no longer authorised to use the Q8 electric Card.
- 4.9 The Participant guarantees to KPB that its Charging Cards will not be forged, copied or modified in any way whatsoever. The Participant is required to pay for all purchases made using a forged, copied or modified Q8 electric Card, along with all other potential damage arising from the wrongful use of Charging Cards after their despatch to the Participant or Cardholders.

## **5. Use of a Charging Card and Q8 electric Card**

- 5.1 A Charging Card is for personal use only by a Cardholder, to purchase Charging Services from KPB on behalf of the Participant, within the limits agreed between the Parties. The Participant is obliged to pay for all Charging services provided using the Charging Card.
- 5.2 The Cardholder must activate each Q8 electric Card in the Q8 electric App prior to use. If it is linked to a mobile data network, the Q8 electric App may use mobile data. KPB cannot be held accountable in any way for the costs of data use as a result of the use of the Q8 electric App.
- 5.3 Other than in the event of blocking, suspension or termination of access in accordance with these General Terms and Conditions, the Charging Card provides access to the use of Charging Stations within the Network. The Charging Card acts as an authentication tool for the Cardholder.
- 5.4 Charging Stations may be used only in accordance with the instructions made available by the Charging Station owner or at the Charging Station location.
- 5.5 All Participants are required to report any faults with respect to Charging Stations and the Q8 electric Services immediately to KPB via the Q8 electric App, the Platform, the Website or by email to [help@q8electric.be](mailto:help@q8electric.be). Under no circumstances may the Participant abuse any faults.
- 5.6 The terms and conditions of the operator of the respective Charging Station apply to the use of Charging Stations in the Partner Network (including, but not limited to, managing charging transactions and processing the Cardholder's details). The Participant is obliged to inform himself of these terms and conditions and comply with them. If the Participant fails to do this, or fails to do so properly, he is in breach of fulfilling his obligation to KPB under this Agreement. KPB cannot be held liable by the Participant for any damage suffered by the Participant or the Cardholder due to a failure to comply with the terms and conditions of the operator of the Charging stations within the Partner Network. The Participant indemnifies KPB against any claim from a member of the Partner Network arising from the failure to comply with such terms and conditions.
- 5.7 KPB provides no guarantee that the Charging Stations in the Network will function at all times without disruption and/or fault, or that they will be available at all times. Neither does KPB guarantee the density or accessibility of Charging Stations.
- 5.8 KPB will make every reasonable effort to regularly update the overview of the Charging Stations in the Network on the Website, on the Q8 electric App and/or on the Platform. KPB provides no guarantees concerning the accuracy of the information posted on the Website, the Q8 electric App and/or the platform. KPB is at all times entitled to add or remove Charging Stations from the Q8 electric Network or Partner Network.

## **6. Home Charging**

- 6.1 If the Parties have agreed that KPB will provide Home Charging Services, the terms and conditions below apply in the absence of specifically agreed Special Conditions in this respect.
- 6.2 The Participant accepts that he is responsible for installing the Charging Station and connecting it to the Platform in accordance with all instructions and documentation provided by KPB.
- 6.3 The Participant guarantees that all data which are processed, stored and transferred to KPB by means of the Participant's and his employees' systems or infrastructure are at all times recent, complete and accurate, and are free from files which may contain malware, viruses, harmful data or malicious programs.

## **7. Administration Service**

- 7.1 If the Parties have agreed that KPB is to provide administrative support, through reimbursement of expense claims, to the employer such that he is relieved from the administration that the Q8 electric services entail with respect to his employees, the terms and conditions below apply in the absence of specifically agreed Special Conditions in this respect.
- 7.2 The employer registers his employees' details (name, bank account number) and the details of the Charging Station that is installed at the employee's home ('home chargers') and for which he wishes to make use of the Administration Service in the Platform. Once a month, Q8 exports a list of the charging sessions on home chargers per employer from the Platform. This list contains the following information per employer: the charging sessions, the kWh, the price for that month, the employee's name and bank account number of the employee in question. This list is a so-called expenses claim on the basis of which KPB instructs its bank to pay the employer's employees in question. For this Administration Service, a monthly amount, consisting of the sum of all expense invoices paid by KPB (a copy of which will be communicated) and a handling fee per employee will be invoiced to the employer. In the event of a dispute, the employer or the employee can contact customer service:
  - Q8 BE: B2B: +32(0)32413730 en [EV@Q8.com](mailto:EV@Q8.com) - B2C : +32(0)32413535 en [help@q8electric.be](mailto:help@q8electric.be)..
- 7.3 KPB pays the employee's expenses claim before KPB has received the corresponding amount from the employer, after invoicing the Administration Service to the employer. The payment term of this invoice is 9 (nine) calendar days after the invoice date unless otherwise agreed..

## **8. Blocking of the Cards**

### 8.1. Blocking at the request of or by the Participant:

- i. The Participant has the right to have the Card blocked at any time for any reason. If a Cardholder is no longer authorised or a Card/smartphone has been lost/stolen, the Card must certainly be blocked.
- ii. The request by the Participant to block a Card shall be made by telephone to Customer Services. The contact details are available on the Website and are also included in Article 12 of these General Terms and Conditions.
- iii. If the request to block the Card is made by telephone, the Participant shall provide Customer Service with the full Card number, together with personal identification data that may help identify the Card to be blocked. Providing incorrect information may result in the wrong Card being blocked, leaving the Participant solely liable for Q8 electric Services purchased with that Card, which was intended to be blocked.
- iv. Each telephone request by the Participant to block a Card will subsequently be confirmed in writing to KPB as soon as possible. Only from the moment of receipt by KPB of the written confirmation, the Participant is no longer liable for Q8 electric Services purchased with the blocked Card.
- v. KPB shall make reasonable efforts to block the Card within twenty-four (24) hours of the Participant's written request.
- vi. Via the Platform, the Participant can also block a Card himself in accordance with the arrangements described in the Documentation made available to the Participant.

### 8.2. Blocking at the initiative of KPB:

- i. Without prejudice to other rights that KPB has under the Agreement, the law or otherwise, KPB has the right at any time to block a Card immediately and to request its return (and/or refuse to re-issue, replace or renew a Card), if:
- the Participant fails to pay invoices at the latest by the due date of the payment period;
  - the invoices of the Member are paid by a third party without a specific written agreement between the Parties and this third party;
  - the Participant has reached its Credit Limit;
  - the Securities provided by the Participant to KPB do not provide sufficient security, have expired, have become insufficient, or have been withdrawn or modified without KPB's prior written consent;
  - in the situations described in article 11.2;
  - fraudulent use of a Card or any problem whereby the security of the Card is compromised;
  - the Card was not used for a consecutive period of twelve (12) months;
  - the Card is found to be defective; and/or
  - the Means of access are used in an unauthorised manner.

## **9. Purchase limit and Credit limit**

- 9.1. Q8 Liberty customers are subject to the provisions of Q8 Liberty regarding the limit for purchases and the Credit Limit. These limits apply cumulatively for purchases via the Q8 electric Card, the Q8 Liberty Card and via Mobile Refuelling (as defined in the General Conditions for Q8 Liberty Cards) or via the Charge Card.
- 9.2. For Small & Large Business customers, the Credit Limit is determined by KPB on the basis of various factors (e.g. frequency of invoicing, payment terms, creditworthiness of the Participant, size of the Security provided, etc.) and may be changed by KPB at any time, without KPB having to give reasons. KPB will subsequently inform the Participant in writing of any change with respect to the Credit Limit.
- 9.3. When establishing and during the term of the Credit Limit, KPB reserves the right to require a Security from the Participant. The provision of a Security does not affect the Participant's liability under the Agreement.
- 9.4. The Participant undertakes to inform KPB in writing of any change in its activities, company or group structure and/or estimated annual volume that may necessitate a change in the Credit Limit in order to avoid a possible blocking of the Cards.
- 9.5. Without prejudice to any other rights of KPB under the Agreement or in law, if the Security provided by the Participant has expired, become insufficient, or been withdrawn or modified without KPB's prior written consent, KPB shall be entitled, at its discretion, upon written notice to the Participant, to require the Participant to immediately (a) pay invoices for which the payment term has not yet expired; (b) provide additional Securities and/or increase existing Security; and/or (c) accept a change in commercial terms (such as payment term and Discounts). If the Participant does not comply with these requirements, KPB has the right to terminate the Agreement in accordance with article 11.2.
- 9.6. Upon termination of the Agreement, KPB will release the Security on condition that all of the Participant's obligations under the Agreement have been fulfilled. Until such time as the Securities are released, the



Securities provided by the Participant may be used by KPB to offset any amounts owed by the Participant to the Kuwait Petroleum Group.

## **10. Prices, invoicing and payment**

10.1. With the exception of the rates for the charging sessions, the agreed prices for the Q8 electric Services can be found in the Q8 electric App or, as the case may be, in the Confirmation of Participation or Special Terms and Conditions.

10.2. The applicable rates for a charging session consist of various price components which are posted on the Q8 electric App and/or displayed at the Charging Station. The prices for Charging Services comprise the following components as a minimum:

- a) any subscription costs;
- b) the rate calculated for the charging session (this rate can be calculated either per kWh, or per charging session, or for the duration of the charging session; this varies per Charging Station); this is generally a fee paid to the Charging Station owner and the electricity supplier;
- c) a transaction costs fee for the administrative processing per charging session for the use of the Charging Card.

**B2B** – Unless specified otherwise, the prices indicated are increased with any applicable taxes, duties and/or levies of whatever nature, as well as any transport, delivery or insurance costs applicable to the Q8 electric Services in question.

**B2C** – The consumer prices indicated are displayed in euro, and include all taxes, duties and /or levies, as well as all mandatory costs that must be paid with respect to the Q8 electric Services.

10.3. KPB is entitled to increase the prices applicable to Q8 electric Services at any time as a consequence of any increase in taxation or other mandatory surcharges imposed by the government, including after the Agreement has been concluded.

10.4. KPB is further entitled to unilaterally adjust the applicable prices in place for the Q8 electric Services at any time after this Agreement has come into effect, in accordance with the provisions of article 16 of these General Terms and Conditions.

10.5. Unless agreed otherwise in writing, payments must be made via the payment method that was registered in the Q8 electric App (Consumers) or via the Platform (Q8 Liberty, Small & Large Business).

10.6. All payments due are payable immediately by means of a credit or debit card that is authorised for the entire outstanding amount (Consumers), or within 9 (nine) calendar days after the invoicing date in accordance with the Liberty terms and conditions (Q8 Liberty, Small & Large Business customers). Orders may be invoiced to the Participant several times per month.

10.7. When an invoice has to be prepared, the Participant accepts that KPB issues electronic invoices only, via the email address provided in the Q8 electric App or the Application Form, and that he will not receive any paper invoices unless agreed otherwise in writing. KPB is nevertheless still entitled to issue paper invoices. The Participant acknowledges that he is responsible for compliance with all legal requirements applicable to the receipt and retention of invoices.

10.8. The Participant undertakes to check every invoice and every direct debit carefully. Any disputes regarding an invoice or direct debit must be notified to KPB in writing within five working days of the invoice or direct debit date, by registered letter or via email to [help@q8electric.be](mailto:help@q8electric.be). Failure to do this means that the complaint is late, and cannot be accepted. If the complaint is upheld, KPB will refund any excess amount charged.

**B2B** – Even where the Participant has disputed an invoice, he is not entitled to suspend its payment.

**B2B** - If a Participant fails to pay amounts owing within the applicable payment term, contractual interest of 10% per year, calculated from the due date of payment up to and including the date of payment, shall be due by operation

of law and without notice of default being required Where legally permitted, KPB is entitled to charge an administration fee of minimum EUR 15 excl. VAT per reminder.

**B2C** – If a Participant fails to pay amounts owing within the applicable payment term, KPB will be entitled to charge interest at the applicable statutory rate after the expiry of 15 calendar days following the provisioning of a notice of default to the Participant. Where legally permitted, KPB is entitled to charge an administration fee of minimum EUR 15 excl. VAT per reminder.

**B2B** – The Participant is expressly excluded from set-off.

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

## 11. Duration and termination of the Agreement

11.1. The Agreement is entered into for an indefinite period, unless specified otherwise. Both KPB and the Participant are entitled to terminate the Agreement in writing via a registered letter without notice period. The Agreement will in that case be terminated from the first day of the next calendar month following the month in which the registered letter is sent to the other Party.

**B2C** – In case KPB decides to transfer the agreement in whole or in part, or any rights or obligations arising from the agreement, to a member of the Kuwait Petroleum Group, conform Article 18.4, and the Participant does not consent to any such transfer, he will be entitled to immediately terminate the Agreement in writing via a registered letter without notice period.

11.2. KPB is entitled to unilaterally terminate an Agreement in whole or in part at any time, without legal intervention, without giving notice or without payment of compensation in the following circumstances, notwithstanding KPB's entitlement to claim damages:

- a) if the Participant or his Cardholders fail to comply with one of more of the obligations under this Agreement, and continue to be in default following a period of ten days after notice of default was sent by recorded delivery;
- b) in the event of the Participant's non-compliance with any of the payment obligations for a reasonable period after its due date;
- c) there are serious indications, in the opinion of KPB, of insufficient solvency of the Participant;
- d) in the event that KPB does not receive authorisation for payment within a period of five days of the entry into force of this Agreement, or in the event that such authorisation is discontinued or threatens to be discontinued;
- e) in the event that it proves impossible to send the Q8 electric Card to the Participant's specified delivery address;
- f) in the event of a stay or suspension of payments, debt rescheduling or settlement with creditors of the Participant obtained by or in respect of the Participant or in the event that steps are taken to obtain or enter into the same, or any other proceedings commenced in respect of the Participant under any law, regulation or procedure relating to the reorganisation, stay or suspension of payments, debt rescheduling or settlement;
- g) in the event that a petition, writ of summons or other means of commencement is filed with the court, or an order, judgment, writ of mandamus or any other decision is made or issued in respect of the liquidation, bankruptcy, receivership or winding up of the Participant, or in the event of the Participant's manifest insolvency;
- h) in the event that the Participant is, or has been declared or deemed to be, insolvent;
- i) in the event that the Participant will experience or witness an event analogous to those set out in Articles 11.2(f) to 11.2(h) in any jurisdiction;
- j) in the event that the bank direct debit provided by the Participant is discontinued or at risk of being discontinued;
- k) in case the Participant has reached its Credit Limit determined in accordance with Article 9 (Limit on purchases and Credit Limits);
- l) in the event of fraudulent use of a Card or any problem whereby the security of the Card is compromised; and/or if the Q8 electric Card has not been used for a consecutive period of twelve (12) months;
- m) in the event of Force Majeure or Hardship for a sustained period of ten days;

- n) in the event of a change in the control of the Participant in accordance with article 1:14 of the Belgian company code; or
- o) other circumstances that justify the immediate termination of the agreement, including but not limited to the suspicion of fraud and/or the misuse of discounts.

11.3. On termination of the Agreement, the Participant immediately owes all outstanding payments not yet due. The Participant must immediately return or destroy, at KPB's choice, all products made available to him, such as the Q8 electric Cards.

11.4. The Participant cannot derive any rights vis-à-vis KPB from the termination, exclusion and amendment referred to in this Article 11.

11.5. In the event of Hardship, the Parties shall negotiate in good faith an adjustment of the Agreement in order to restore the balance between the Parties. The Party invoking these circumstances must immediately inform the other Party, requesting the other Party to commence negotiations without delay.

## **12. Customer Services**

12.1. KPB has a customer services department to deal with any queries and/or complaints on the part of the Participant with respect to Q8 electric Services. This customer services department can be contacted on:

- Q8 BE: B2B: +32(0)32413730 and [EV@Q8.com](mailto:EV@Q8.com) - B2C : +32(0)32413535 and [help@q8electric.be](mailto:help@q8electric.be)

12.2. KPB will make every effort to deal with any questions and/or complaints from the Participant within two working days. KPB provides no guarantee that Customer Services will be available at all times without failure and/or disruption.

## **13. Liability**

13.1. Unless not permitted by law, and without prejudice to article 0, KPB is not liable for any damage suffered or incurred by the Participant arising from or in connection with a slight failure or slight error on the part of KPB, regardless of whether the origin of the damage is contractual or extra-contractual in nature.

13.2. Nothing in the Agreement excludes or limits KPB's liability for fraud, wilful intent or gross negligence on the part of KPB or its employees or agents.

13.3. Without prejudice to article 0, KPB is not liable for indirect, special, incidental or consequential damage of any type, including but not limited to disruption to business activities, claims from third parties, damage as a consequence of disruption to business activities or loss of profits, loss of inventory, or of competitive advantage or of goodwill related to the Agreement, whether or not foreseeable, regardless of other causes of the damage, even if one of the Parties was aware in advance of the possibility of damage, under whatever legal form (law, wrongful action, agreement or otherwise).

13.4. The Participant accepts that KPB has no control over the condition, the maintenance and the possible unavailability of third-party Charging Stations on the Network.

13.5. KPB is not liable for any damage suffered or incurred by the Participant arising from or in connection with (i) incorrect or incomplete details provided by the Participant, (ii) actions or omissions on the part of the Participant, and/or (iii) failure or delay on the part of the Participant to respond to a notification, warning or information when disclosed.

13.6. The Participant must make careful use of the Charging Stations and associated equipment supplied by KPB such as, for example, Q8 electric Cards or charging cables. The Participant is personally responsible for using an appropriate cable that meets all the required conditions of use, including safety requirements.

13.7. The Participant is liable for any damage suffered or incurred by KPB arising from or in connection with actions, omissions, negligence, gross negligence, wilful misconduct or fraud on the part of the Participant and Cardholders, including the use in any way whatsoever of the Q8 electric Services, and agrees to indemnify KPB in the event of any resulting claims by third parties.

13.8. Claims from the Participant with respect to the Agreement are addressed to KPB and not to any other member of the Kuwait Petroleum Group, regardless of whether the claim concerns KPB or another member of the Kuwait Petroleum Group.

13.9. If KPB, notwithstanding the exclusions and limitations to liability set out in this article, is held liable by a competent court for a loss not caused by fraud, wilful intent or gross negligence on the part of KPB or its employees or agents, KPB's liability is limited to €1000 per annum per event giving rise to the claim, with a series of related events being treated as one single event.

13.10. KPB is in no way liable for damage arising from any act or omission on the part of the Participant contrary to any provision(s) of these General Terms and Conditions. The Participant is liable to KPB for damage as a consequence of acts and/or omissions in violation of statutory and/or contractual provisions, including these General Terms and Conditions.

13.11. The use of the Q8 electric Card, the Q8 electric App or the Platform is permitted only in compliance with this Agreement and provisions and for legal purposes, also in compliance with all applicable law, regulations and codes of practice.

13.12. In particular, the Participant will not:

- transmit, transfer or distribute information on or via this Q8 electric App and/or the Platform that is or could be offensive, obscene, defamatory or otherwise illegal;
- use this Q8 electric App and/or the Platform in any way that causes or may cause an infringement of the rights of others;
- use software, routine or devices which electronically or manually interfere, or attempt to interfere, with the operation or functionality of this Q8 electric App and/or Platform, including not limited to uploading or making available, by any means whatsoever, files that contain untrustworthy data or viruses;
- damage, modify or interfere with the look and feel of the Q8 electric App and/or the Platform or the underlying software code;
- take actions which place an unreasonable or disproportionate load on the Q8 electric App and/or the Platform, or on related infrastructure;
- gain, or attempt to gain unauthorised access, by any means whatsoever, to one of our networks.

13.13. KPB is not liable for losses suffered or incurred by the Participant arising from or in connection with non-compliance or a suspension in compliance with its obligations as the result of an incident of Force **Majeure or Hardship**.

#### **14. Intellectual Property**

14.1. The Participant herewith agrees that all intellectual property rights (including copyright, trademark rights, database rights and patent rights) as contained in the Q8 electric Services remain the property of KPB and/or its licensor. The Participant is granted a restricted, non-exclusive, revocable and non-transferable licence for the intellectual property rights as contained in the Q8 electric Services, to the extent strictly necessary for their use in accordance with the Agreement.

14.2. The Participant must refrain from infringing the intellectual property and other rights of KPB.

14.3. The Participant is not permitted to remove or modify any indication relating to intellectual property rights (such as logos and copyright reserved) on or in connection with the Q8 electric Services provided by KPB or the software, hardware, applications, website or equipment made available.

14.4. The Participant shall not, nor allow or help third parties to:

- a. in any way copy or attempt to copy, modify, duplicate, reverse engineer, disassemble and/or decompile the source code and/or programming and/or software, the design of the product or the composition of any (part of a) product or the documentation provided by or on behalf of KPB, unless this is permitted by law; or
- b. make a copy, an adaptation, a translation and/or such like, and/or make a derivative work of that which is integrated in any product or documentation for any purpose whatsoever, unless KPB has granted prior written consent to this effect; or

- c. divide the product in (sub) parts with the intention of making it available to or transferring it to (a) third parties (party) without the consent of KPB.

## 15. Privacy

In providing Q8 electric Services, as the controller KPB processes certain of the Participant's and the Cardholder's data, including personal data. KPB complies with the applicable legislation when processing personal data. The attached Data Processing Addendum, which forms part of the General Terms and Conditions, describes how KPB handles these data.

## 16. Changes

16.1. KPB is entitled to amend, add or delete a provision of these General Terms and Conditions at any time.

16.2. KPB will issue such amended or new terms and conditions in writing, subject to a notification period of at least ten (10) working days. Since the parties have agreed to the use of electronic media as a means of communication, modified or new terms and conditions may be issued electronically.

16.3. The amended or new terms and conditions will apply, and will be deemed to be accepted by the Participant from the date determined by KPB, unless the Participant informs KPB in writing within the specified notification period of his refusal to accept such amended or new terms and conditions. In the event of refusal, the Agreement will terminate automatically at the end of the notification period, without costs or compensation.

## 17. Right of withdrawal

**B2C** – By purchasing Q8 electric Services (by using the Charging Card, for example) during the cooling-off period in article 17 (Right of withdrawal), the consumer accepts that he has expressly requested a start to the provision of the Q8 electric Services.

**B2C** – Withdrawal from the Agreement without providing reasons is permitted during a cooling-off period of 14 calendar days of the Agreement coming into effect by sending an appropriately amended form by recorded delivery or by email ([help@q8electric.be](mailto:help@q8electric.be)) to KPB. In this event, the consumer must return his Q8 electric Card immediately in accordance with the instructions provided by KPB, and pay the immediate postage costs himself. In this case, KPB will immediately, and at the latest within 14 calendar days of being informed, refund to the consumer all payments received via the same method of payment as that used by the consumer for the original transaction. If, however, the consumer withdraws having first expressly requested that Q8 electric Services (such as Charging Services) be provided in a certain volume or quantity during the cooling-off period, the consumer is still required to pay for that part of the obligation already met by KPB at the time of withdrawal. The proportional amount payable to KPB by the consumer is calculated on the basis of the total price as set out in the Agreement. Where the total price is excessive, the proportionate amount must be calculated on the basis of the market value of what has been provided. There is no right of withdrawal if the Q8 electric Services have been provided to the consumer in full prior to the end of the said cooling-off period.

## 18. General

18.1. The Agreement, and all transactions carried out using the Q8 electric Card, are exclusively governed by and interpreted in accordance with Belgian law without application of the choice of law rules. Without prejudice to the possible application of Art. VI 83, 23° of the Code of Economic Law, the Dutch-speaking Antwerp Commercial Court, Antwerp Division, Belgium, will have exclusive competence to settle any disputes between KPB and the Participant arising directly or indirectly from this Agreement. The application of the UN Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods, enacted in law on 4 September 1996, Belgian Official Gazette 1 July 1997, is excluded.

18.2. Notifications of any kind can, at the discretion of KPB, legally be sent to the contact person specified in the Platform or the Q8 electric App, or to the Participant himself. Notifications may legally be issued by (recorded delivery) letter, via the Platform or App, or by email. The Participant agrees not to dispute the evidential value of such communication. Any change in the details specified above must be notified to KPB immediately.

Where notifications are issued by the Participant, the Participant is responsible for ensuring that such notifications are issued by individuals who are authorised to represent the Participant.

- 18.3. The Participant shall not disclose to a third party, publish or distribute the terms and conditions of the Agreement (including and without limitation of any applicable commercial terms) without prior written consent from KPB. This duty of confidentiality does not apply in the event that disclosure is required by law, regulation, binding judgement, court order or demand from another competent body.
- 18.4. The Participant is not entitled to transfer the Agreement or any rights or obligations arising from the Agreement to any other party without prior written consent from KPB. KPB is entitled to transfer the agreement in whole or in part, or any rights or obligations arising from the agreement, to a member of the Kuwait Petroleum Group and the Participant herewith consents to any such transfer.
- 18.5. Those clauses which by their nature are expressly or implicitly intended to survive the termination or expiry of the Agreement will survive, including but not limited to Articles 13 (Liability), 11.3 (Duration and termination of the Agreement), 18.1. and 18.2. (General).
- 18.6. Should any provision of the Agreement be definitively judged to be invalid, unlawful or unenforceable, the parties will, where possible, and to the extent to which the provision is invalid, unlawful or unenforceable, replace said provision with a valid, lawful and enforceable clause which reflects the original intention as closely as possible. If the invalid, unlawful or unenforceable provision cannot validly be replaced, no effect will be accorded to said clause, and it will be considered not to be part of the Agreement, without impact on the remaining provisions of the Agreement, and without rendering the remaining provisions invalid.
- 18.7. The Participant may invoke a waiver of rights and redress by KPB only under, or in connection with, the Agreement if the Participant has written notification from KPB to the Participant. Any waiver of rights is applicable only in the case and for the purpose for which it was issued. No rights or redress on the part of KPB under or in connection with the Agreement will be excluded, relinquished or impaired by (i) any non-fulfilment or delayed fulfilment prior to the expiry of any statutory term; (ii) any one-off or partial fulfilment; (iii) any previous waiver of a similar right or redress, whether in whole or in part; or (iv) one of the above with respect to a different right or redress (whether the same or different in nature).