

Annex B - FASTNED BUSINESS CHARGE CARDS – GENERAL TERMS & CONDITIONS

Fastned B.V., or another company in its group, ("**Fastned**"), acts as e-Mobility Service Provider ("**eMSP**") and issues business charge cards ("**Charge Cards**"), which give the drivers ("**Users**") of a business customer (the "**Customer**") access to charging at Fastned's own stations and at other charge point operators ("**CPOs**").

These general terms and conditions (the "**Terms**") govern every order (the "**Order**") of a Charge Card, the related services and every charging session carried out with the Charge Card. The Customer's own terms do not apply and are expressly rejected. These Terms apply to, and bind, the Customer upon any Order, acceptance, or use of the Charge Cards and the services. Fastned makes these Terms available electronically in a form the Customer can save and print.

1. Definitions

In these Terms, the following capitalised terms have the following meaning. Other capitalised terms have the meaning given to them where they first appear.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

"**Agreement**" means the agreement between Fastned and the Customer, consisting of the accepted Order(s) and these Terms.

"**CDR**" means the Charge Detail Record, i.e. the electronic record of a Charging Session, including the energy delivered (in kWh).

"**Charge League Network**" means the Partner Network Charging Stations that participate in the Charge League programme, which as at the date of the Order comprises the networks of Fastned, Atlante, Electra and Ionity. Its composition may change from time to time.

"**Charging Session**" means a session in which a User charges an electric vehicle at a Charging Station using a Charge Card.

"**Charging Station**" means a charging location or charge point accessible with the Charge Card.

"**Subscription**" means an optional recurring subscription associated with a Charge Card, under which a periodic fee is payable in exchange for the right to receive discounts on Charging Sessions, in each case as specified in the Order.

"**Fastned Network**" means the Charging Stations operated by Fastned or a Fastned Affiliate.

"**Partner Network**" means the Charging Stations operated by CPOs that are made accessible with the Charge Card, including the Charge League Network.

"**Party**" means Fastned or the Customer, "**Parties**" means both.

2. Order

- 2.1. The Customer may place an Order with Fastned for a number of physical Charge Cards and, if applicable, Subscriptions for its Users. By placing an Order, the Customer agrees to the corresponding fees, discounts and/or other specifications (e.g. committed

energy volume, dedicated stations, etc.) set out or indicated in the applicable Order.

- 2.2. Fastned activates a Charge Card when processing the Order; from that moment the Charge Card can be used and any monthly fee (if applicable) starts to accrue.
- 2.3. If there is a conflict, the Order prevails over these Terms.

3. Charge Card and services

- 3.1. Fastned delivers Charge Cards with which the Customer's Users can access Charging Sessions at Fastned's own Charging Stations and at partner charging networks. Fastned is the billing party for these Charging Sessions and invoices the Customer accordingly.
- 3.2. The partner networks accessible with the Charge Card may change from time to time. Fastned may add or remove partners, or exclude individual charging points or Charging Stations, at any time and without prior notice.
- 3.3. The Customer receives access to an online portal (the "**Portal**") where it can manage its Charge Cards, for example deactivate cards or order new ones.
- 3.4. The Customer may terminate a Subscription and/or Charge Card at any time via the Portal which will remain active for the following 30 calendar days and be invoiced one last time on the next billing cycle. This does not terminate the Agreement, which continues until ended in accordance with Article 8. A Subscription ends when its Charge Card is deactivated, and may also be cancelled separately with effect in 30 days. The full monthly Subscription fee will be due during the next billing cycle and no pro-rata refund applies.
- 3.5. Fastned acts under these Terms solely eMSP: it issues Charge Cards, enables access to Charging Sessions, provides the Portal and handles invoicing. Fastned will use reasonable efforts to keep its services available, but does not guarantee that its services, the Charge Cards, the Portal, any Charging Station or any partner network are available, accessible or free of faults. Fastned may modify, suspend or discontinue all or part of its services at any time without liability. Fastned's liability is governed by Article 9.

4. Customer obligations

- 4.1. The Customer must ensure Charge Cards are used only for the purposes of these Terms and only by persons it authorises.
- 4.2. The Customer is responsible for all use of its Charge Cards, and for all charges incurred through them, whether or not the use was authorised, fraudulent, or the result of copying or cloning.
- 4.3. The Customer must monitor its account and invoices for unauthorised or fraudulent use. On any (suspected) misuse, fraud, loss or theft, the Customer must notify Fastned and deactivate the card in the Portal immediately, and remains liable for all charges until deactivation. Any fraud notifications Fastned provides are informational only; acting on them is the Customer's responsibility.

- 4.4. The Customer is responsible for the accuracy of the information it provides and must keep its account and payment details up to date.
- 4.5. The Customer ensures that its Users exercise due care at Charging Stations and is liable for damage caused by careless manoeuvring. The terms and conditions of the relevant CPO may apply to the use of a Charging Station.
- 4.6. Fastned acts solely as eMSP and makes no representations regarding the Charging Stations or their suitability, unless agreed otherwise. The Customer acknowledges that Charging Stations may not be suitable for trucks, other heavy or oversized vehicles or special equipment, uses them at its own risk, and indemnifies Fastned against all damage and third-party claims arising from such use by its Users. Any truck- or special-equipment-specific arrangements (such as designated stations or a committed energy volume) are as set out in the Order.

5. Fees

- 5.1. All fees and prices applicable to the Customer – including charging prices per kWh, discounts, any partner-network service fees and any Subscription fees – are those indicated to the Customer in the Order.
- 5.2. Charging session fees are calculated on the energy delivered (in kWh) as recorded in the CDR, and discounts are applied at invoice level.
- 5.3. Fastned may change the applicable fees, discounts or Subscription conditions on at least thirty (30) days' notice by email. If the Customer disagrees, it may terminate with effect from the date the change takes effect, by written notice before that date.

6. Invoicing and payment

- 6.1. Fastned – or any Fastned Affiliate – shall invoice Customer on a monthly basis for all fees due for the preceding month.
- 6.2. All CDRs and transactions are passed on to Customer as soon as reasonably possible after receipt from the relevant CPO. There is no maximum period for passing on transactions, other than the applicable statutory limitation period.
- 6.3. The Customer pays each invoice within seven (7) days of the invoice date, either (a) by bank transfer to the account designated by Fastned, or (b) by SEPA direct debit on the basis of a valid SEPA mandate (*machting*). Notwithstanding the payment method chosen, Fastned may at any time require the Customer to pay by SEPA direct debit and to provide and maintain a valid SEPA mandate.
- 6.4. If a Customer's invoice goes overdue 30 days, customer's account will be declared automatically in default (*verzuim*) without previous notice of default (*ingebrekestelling*). Service will be stopped immediately. Additionally, Fastned may then charge (i) € 150 in administrative costs per overdue invoice; (ii) statutory commercial interest (*wettelijke handelsrente*, art. 6:119a of the Dutch Civil Code) from the due date until payment; and (iii) reasonable extrajudicial collection costs (*buitengerechtelijke incassokosten*).
- 6.5. Complaints about an invoice or debit must be made in writing within fourteen (14) days, failing which they

are deemed accepted. Fastned responds within twenty (20) business days and, if it finds an error, issues a credit note or corrected invoice within ten (10) business days. A complaint does not suspend payment of undisputed amounts.

- 6.6. The Customer may not suspend, set off or deduct any amount it owes Fastned.

7. Security

- 7.1. Fastned may assess the Customer's creditworthiness before accepting an Order and during the term. This is without prejudice to Fastned's right to require security under this Article.
- 7.2. Fastned may require security for payment (a cash deposit / *waarborgsom* or a bank guarantee / *bankgarantie* from a reputable bank) if there are objective grounds to doubt the Customer's ability to pay. The security may not exceed two (2) months of the Customer's average monthly invoiced amount. Fastned pays no interest on a cash deposit.
- 7.3. If the Customer does not provide the security in time, Fastned may suspend its services and/or terminate under Article 8.

8. Term and termination

- 8.1. The Agreement takes effect on acceptance of these Terms or the first accepted Order. Unless the Order indicates otherwise, the Agreement is entered into for an indefinite period. Either Party may terminate for convenience on at least one (1) month's written notice.
- 8.2. Either Party may terminate with immediate effect if the other (i) commits a material breach and, where curable, fails to cure it within thirty (30) days of written notice, or (ii) is declared bankrupt (*failliet verklaard*), obtains a suspension of payments (*surseance van betaling*), is dissolved, or ceases business.
- 8.3. Fastned may terminate with immediate effect, or suspend the Customer's access to the services and/or deactivate cards, if the Customer (i) fails to pay an undisputed invoice and does not cure within fourteen (14) days of a written reminder; (ii) uses, or allows use of, a Charge Card or the services in breach of law or these Terms; or (iii) commits fraud.

9. Liability

- 9.1. Fastned is liable only for direct damage caused by its wilful misconduct (*opzet*) or gross negligence (*grove nalatigheid*). For billing errors due to ordinary negligence (*gewone nalatigheid*), Fastned's liability is limited to refunding the amounts wrongly charged. Fastned is not liable for indirect or consequential damage. Fastned's total liability under the agreement is capped at the fees paid by the Customer in the twelve (12) months before the event.
- 9.2. The Customer is liable for all damage (direct or indirect) suffered by Fastned from the Customer's breach of these Terms or from use of the Charge Cards by its Users in breach of these Terms or the law, including damage from careless manoeuvring (Article 4.5).

10. Force majeure

- 10.1. Neither Party is liable for failure or delay caused by circumstances beyond its reasonable control that

cannot be attributed to it (*overmacht*, art. 6:75 of the Dutch Civil Code).

- 10.2. During force majeure, the affected obligations are suspended, except the Customer's obligation to pay amounts already due.
- 10.3. The Party invoking force majeure notifies the other in writing without undue delay, stating the nature, expected duration and effect.
- 10.4. If force majeure lasts more than ninety (90) days, either Party may terminate with immediate effect, without liability for the termination.

11. Data protection

- 11.1. Each Party processes personal data under the agreement as an independent controller (art. 4(7) GDPR), in line with applicable data protection law, including Regulation (EU) 2016/679 (GDPR).
- 11.2. Fastned processes Users' personal data (including card usage, session and transaction data) to provide the services, invoice, prevent fraud and manage the network, as described in its [Privacy Statement](#).
- 11.3. The Customer must have a valid GDPR legal basis for sharing its Users' data with Fastned and must inform its Users of Fastned's processing (e.g. via its employee privacy notice or fleet policy), per articles 13 and 14 GDPR.

12. Confidentiality

- 12.1. "Confidential Information" means any confidential or proprietary information one Party (the "**Disclosing Party**") discloses to the other (the "**Receiving Party**") in connection with the agreement, in any form.
- 12.2. Each Party keeps the other's Confidential Information confidential and does not disclose it without prior written consent, during the term and for three (3) years after it ends, subject to Articles 12.3 and 12.4.
- 12.3. This does not apply to information that (i) is or becomes public without a breach; (ii) the Receiving Party already held, as shown by written records; or (iii) it later receives from a third party under no confidentiality duty.
- 12.4. The Receiving Party may disclose Confidential Information (i) to its staff, Affiliates and advisers who need it and are bound by equivalent confidentiality (for whose breach it remains responsible), or (ii) where required by law or a competent authority, giving the Disclosing Party prompt notice where permitted.

13. Intellectual Property

- 13.1. All intellectual property rights in the Fastned brand, the Charge Cards, the Portal and other Fastned materials remain with Fastned or its licensors. The Customer gains no rights in the Portal or any

underlying software. Nothing in these Terms transfers any intellectual property right to the Customer.

14. Marketing

- 14.1. The Customer may not use Fastned's name, trademarks or logos publicly without Fastned's prior written approval.
- 14.2. The Customer grants Fastned a non-exclusive, royalty-free licence to use the Customer's name, trademarks and logo(s) to identify it as a user of Fastned's service.

15. General provisions

- 15.1. These Terms and any accepted Order are the entire agreement and supersede all prior arrangements on the same subject.
- 15.2. Fastned may amend these Terms from time to time. Non-material amendments take effect immediately. Fastned will notify the Customer of material amendments, by email or via the Portal, at least thirty (30) days before they take effect. Continued use of the Charge Cards or the services after an amendment takes effect constitutes acceptance. If the Customer does not accept a material amendment, its sole and exclusive remedy is to terminate the Agreement by written notice before the amendment takes effect.
- 15.3. Notices under the Agreement must be in writing. Notices to the Customer are validly given by email to the address in the Customer's account or via the Portal; notices to Fastned must be sent by email to fleet@fastnedcharging.com.
- 15.4. If a provision is invalid or unenforceable, it is modified to the minimum extent needed to be valid, or else deleted; the rest remains in force.
- 15.5. Not enforcing a right is not a waiver; waivers must be in writing.
- 15.6. The Customer may not assign or transfer its rights or obligations without Fastned's prior written consent. Fastned may assign or transfer to an Affiliate, and the Customer agrees to cooperate.
- 15.7. These Terms are governed by Dutch law. Disputes that cannot be resolved amicably are submitted to the exclusive jurisdiction of the competent court in Amsterdam.