

Terms and Conditions of  
TRATON Charging Solutions AB  
for eMSP Services

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# Terms and Conditions

## 1 General

- 1.1 These general terms and conditions (the "**Terms**") apply between TRATON Charging Solutions AB, Reg. No. 559160-0233, with address Vagnmakarvägen 1, 151 32 Södertälje (the "**Service Provider**", "**we**", "**us**", "**our**") and the B2B customer of the Service Provider (the "**Customer**", "**you**", "**your**", "**yours**") that has subscribed to these Terms by clicking an acceptance button in the eMSP Tile within the Online Service Platform operated by the Platform Provider. On the basis of these Terms a stand-alone agreement for the eMSP Services of the Service Provider is concluded as further described in Clause 3. The Customer acknowledges that such agreement can only be concluded by the Customer if it has a valid agreement and thereof resulting account with the Platform Provider based on the general terms and conditions for the Online Service Platform and that the agreement with the Service Provider will apply in addition to the agreement with the Platform Provider.
- 1.2 Defined terms used in these Terms will have the meaning ascribed to them in Clause 2 and shall take precedence over the defined terms in the general terms and conditions of the Online Service Platform.
- 1.3 The Service Provider is a provider of an eMSP Service which serves to enable the Customer to, among other things, get access to Charging Stations and to purchase electricity for their Electric Vehicle. In its offering the Service Provider collaborates with the Brand Partner identified in the eMSP Tile to enable a comprehensive charging experience for the Customer.
- 1.4 These Terms set out, among other things, the terms and conditions under which the Service Provider will sell electricity to the Customer, which will be initiated by a Driver scanning its RFID Tag or identifying itself using the Driver App, if available, at the relevant Charging Station. These Terms also govern the continuous supply by the Service Provider of certain other elements that form core parts of the eMSP Service, such as the supply of RFID Tags, whereas those service elements listed in [Appendix 1](#) are enabled through the Brand Partner for the Service Provider. The Service Provider, however, will remain the sole contracting party for the eMSP Services under these Terms.
- 1.5 Besides in Sweden, Customers will be located in the countries listed in [Appendix 2](#), with the Service Provider remaining the sole contracting party also for Customers in these countries. Depending on the Customer's country of residence, additional or divergent terms resulting from [Appendix 2](#) may apply.

## 2 Definitions

Except to the extent expressly stated otherwise, the following terms shall, when used in these Terms, have the meaning set forth below:

- 2.1 "**Administrator**" is defined in Clause 3.2.
- 2.2 "**Agreement**" is defined in Clause 3.4.
- 2.3 "**Brand Partner**" means such entity within the TRATON Group identified in the eMSP Tile that enables the Service Provider to provide the eMSP Services to Customers, inter alia by providing services resulting from [Appendix 1](#).
- 2.4 "**Charging Session**" means each session of charging a mid- and heavy duty-commercial Electric Vehicle at a Charging Station, as initiated by a Driver.

- 2.5 **"Charging Station"** means each publicly available charging station, charge point and other electric-vehicle power supplies that supply electrical power to electric heavy-duty vehicles and such other non-public charging station, charge point and other electric-vehicle power supply that may be available as part of the eMSP Service from time to time.
- 2.6 **"Charging Station Network"** means the network of publicly available Charging Stations to which the Customer will gain access as part of the eMSP Service, as said network may be amended from time to time by the addition and removal of Charging Stations as well as expansions, retractions and other modifications of this network from time to time.
- 2.7 **"Confidential Information"** is defined in Clause 11.3.
- 2.8 **"Customer"** is defined in Clause 1.1.
- 2.9 **"Customer Data"** means information/data which is processed as part of the eMSP Service or following the use of the eMSP Service and which has been provided or generated by an Administrator or a Driver, including any personal data, when using the eMSP Tile or when operating an Electric Vehicle that is subject to the eMSP Service.
- 2.10 **"Driver"** means any such employee or other representative of the Customer whose tasks primarily include the driving and operating of an Electric Vehicle.
- 2.11 **"Driver App"** means the app provided by the Brand Partner based on separate terms and conditions which Drivers can download and use to, among other things, manage and interact with their Electric Vehicle.
- 2.12 **"Electric Vehicle(s)"** means the battery-electric and plug-in hybrid mid- and heavy-duty vehicles, as applicable, that the Customer owns or leases and which is/are subject to the eMSP Service.
- 2.13 **"eMSP Service"** means the Service Provider's electro-mobility service offering as amended from time to time, comprising the basic functionality set out in Clause 4.
- 2.14 **"eMSP Tile"** means the separate environment for the eMSP Service made available in the Online Service Platform and where the Administrators can manage the Customer's receipt of the eMSP Service.
- 2.15 **"Force Majeure Event"** means an unforeseen and extraordinary event, or a series of such related events, that is outside the reasonable control of the Party affected (including extensive failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, sudden changes to the law, natural disasters, explosions, wildfires, floods, riots, terrorist attacks and wars).
- 2.16 **"GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation).
- 2.17 **"Intellectual Property Rights"** means patents, trademarks, company names and other marks, copyright, computer software, database rights (sui-generis rights), know-how, trade secrets, technical and commercial information, design rights and all other types of intellectual property rights, both registered and unregistered, including applications and notwithstanding where in the world the right exists.
- 2.18 **"Online Service Platform"** means the web portal operated by the Platform Provider to which the eMSP Tile forms an integrated feature for Customer using the eMSP Service.
- 2.19 **"Party"** or **"Parties"** means the Service Provider and the Customer, individually or jointly, as applicable.

- 2.20 **"Platform Provider"** means a third party or an entity within the TRATON Group (which can be, if so, identified on the Online Service Platform, the Brand Partner) providing the Online Service Platform.
- 2.21 **"RFID Tags"** means the radio-frequency identification tags that the Service Provider supplies as part of the eMSP Service for the purpose of enabling the identification of Drivers at Charging Stations and for the Drivers to initiate a Charging Session.
- 2.22 **"SCC"** is defined in Clause 20.1.
- 2.23 **"Service Charges"** is defined in Clause 7.1.
- 2.24 **"Service Provider"** is defined in Clause 1.1.
- 2.25 **"Terms"** is defined in Clause 1.1.
- 2.26 **"TRATON Group"** means TRATON SE and all of its direct and indirect subsidiaries.
- 2.27 **"User ID"** means (i) each account within the Online Service Platform created for Administrators; or (ii) an account created by an Administrator, other relevant personnel or other individual with the authority to do so on behalf of a Driver to enable the relevant Driver to access and use the Driver App.

### **3 Eligibility and conclusion of the Agreement**

- 3.1 The Customer is eligible to sign up for the eMSP Service if the Customer has subscribed to the Online Service Platform by accepting the Online Service Platform terms. The Customer may use the eMSP Service for any Electric Vehicles that it owns or operates, unless otherwise provided in the eMSP Tile.
- 3.2 The Customer will conclude these Terms through a natural person that it has designated when subscribing to the Online Service Platform and the services offered in the Online Service Platform (the **"Administrator"**). This Administrator will be entitled to operate and manage all functions relating to the eMSP Service in the eMSP Tile, and the Customer hereby appoints and authorizes the relevant Administrator to represent the Customer in all matters pertaining to these Terms and the Agreement. This appointment and authorization will include a right for the Administrator to:
  - (a) appoint and authorize additional administrators (each of which is also referred to as an Administrator in these Terms) to represent the Customer in the same way (by setting up additional User IDs for such additional Administrators);
  - (b) to designate Drivers (by setting up User IDs) to receive and benefit from the eMSP Service as envisaged by these Terms; and
  - (c) to otherwise set up pre-defined roles in the eMSP Tile and the Driver App to enable individuals to manage and operate parts of the eMSP Service on behalf of the Customer.
- 3.3 These Terms are made available to the Customer through the eMSP Tile and shall be agreed via the Online Service Platform in accordance with the applicable provisions of the general terms and conditions of the Online Service Platform. Where the Customer is eligible to receive the eMSP Service as set out in Clause 3.1, the Customer will gain access to the eMSP Tile where the Customer, acting through its Administrator, will be requested to provide certain information (e.g. company name, address and invoicing details) on behalf of the Customer. The Administrator may correct the details at any time prior to submitting these information details.

- 3.4 By clicking the "Submit" button on the eMSP Tile and confirming the submission via ticking a checkbox, the Administrator on behalf of the Customer agrees to these Terms. Once acceptance has been confirmed by the Service Provider, the Administrator shall be informed of the acceptance in writing by email or via the Online Service Platform, a binding contract has been concluded between the Customer and the Service Provider to which these Terms form an integral part (the "**Agreement**").

## **4 Basic functionality and access to the eMSP Service**

### **4.1 General**

The eMSP Service includes providing access to charging stations, the provision of RFID Tags, and the sale of energy as further described hereinafter as well as further services resulting from [Appendix 1](#).

### **4.2 RFID Tags**

- 4.2.1 RFID Tags enable Drivers to initiate a Charging Session at a Charging Station, and will serve as an identifier of a Driver at a Charging Station.
- 4.2.2 For this purpose, the Customer will, when signing up for the eMSP Service, be provided with one or more RFID Tags as agreed between the Customer and the Service Provider. Supply of RFID Tags may be subject to the Customer paying a fee, if so indicated on the eMSP Tile. The Customer may order additional RFID Tags via the Service Provider, subject to payment of a fee at the Service Provider's discretion.
- 4.2.3 RFID Tags are sent to the Customer in a deactivated state. The Customer will, through its Administrator(s), be able to activate its RFID Tags received in the eMSP Tile.
- 4.2.4 If a RFID Tag is defective or otherwise non-functioning, any of the Administrators may notify the support center about this fact through the means identified in the eMSP Tile. The Customer will then, upon the support center's request, be obliged to at the Customer's expense return defective or non-functioning RFID Cards to the Service Provider or a location indicated by the support center. The Customer may also be asked to destroy the defective or otherwise non-functioning RFID Tag. The support center, on behalf of the Service Provider, will then replace the defective or non-functioning RFID Tag at the Service Provider's expense. The right to receive a replacement RFID Tag as set out in the foregoing will constitute the Customer's sole and exclusive remedy in case of defective or non-functioning RFID Tags. In no event will the Service Provider have any liability as a result of defective or non-functioning RFID Tags, including any liability for the Customer's Electric Vehicle running out of electricity as a result of a Driver being unable to initiate a Charging Session due to its RFID Tag being defective or non-functioning.
- 4.2.5 Each RFID Tag will remain the property of the Service Provider. The Customer shall ensure that each of its Administrators and each of its Drivers keep good order of any and all RFID Tags in their possession from time to time and that the Administrators and Drivers keep their RFID Tags safely in a manner that prevents theft. If an RFID Tags is mislaid, lost or stolen, the Customer must procure that its Administrators deactivate the relevant RFID Tag through the eMSP Tile and immediately inform the Service Provider about the mislaid, lost or stolen RFID Tag. The Customer is responsible for any misuse or misapplication of its RFID Tags.

### **4.3 Access to Charging Stations**

- 4.3.1 As part of the eMSP Service, the Customer and its Drivers will be given access to the Charging Stations. Using their RFID Tags or, if applicable, the Driver App, Drivers are able to initiate Charging Sessions and thereby purchase electricity using a Charging Station.

- 4.3.2 The Charging Station Network is set out on the eMSP Tile and in the charge map feature available in the Driver App powered by the Brand Partner. Notwithstanding the charge map features and any overview of the Charging Station Network available on the eMSP Tile or elsewhere, the Customer acknowledges and understands that the access to Charging Stations may vary from country to country and also within individual countries (including that the Customer if based in one country may not have access to some or all Charging Stations in all or some other countries). Further, the Customer acknowledges and understands that all features of the eMSP Service may not be available in each country.
- 4.3.3 The Service Provider aims to expand and improve the Charging Station Network over time, and aims to contract additional charge point operators to incorporate their charging stations to the Charging Station Network. The Service Provider shall however have no liability to do so and the Customer may in no event claim any compensation from the Service Provider due to it not having expanded. Similarly, the Service Provider shall, at its discretion, be free to remove Charging Stations from the Charging Station Network from time to time. The Service Provider may also from time to time and without notice add new charging devices and decommission or refit individual existing charging devices at the Charging Stations.
- 4.3.4 The Customer will have no claim to the availability (operability, availability of electricity, full charging) of or access to specific Charging Stations, or any specific charging facilities or devices available at a Charging Station. In addition, the Service Provider may without liability towards the Customer decline the Customer and its Drivers with access to any Charging Station if the Service Provider has reasonable grounds to do so. Such grounds include but are not limited to that:
- (a) the Charging Station does not have charging devices available for immediate use;
  - (b) the Charging Station has a fault or technical failure;
  - (c) the Charging Station cannot be entered due to an accident, investigation (of forced entry or damage to any vehicle or charging station), or closure, or the acts of a third party;
  - (d) the Customer has not provided correct information, about for instance its Administrators or Drivers, within a reasonable time for the Service Provider to be able to process the relevant request from the Customer;
  - (e) the Electric Vehicle that the Customer operates itself has an issue which prevents charging, including but not limited to issues with the installed power battery or damage to ports; and
  - (f) the Customer fails to fulfil any other obligations under the relevant laws and regulations, these Terms, or any separate written agreements between the Service Provider and the Customer.

#### **4.4 Purchasing of electricity**

- 4.4.1 When a Driver presents an Electric Vehicle that the Customer operates at a Charging Station and following the Driver having identified the underlying Customer contract with the Service Provider at the relevant Charging Station for the purpose of initiating a Charging Session, the Service Provider will sell electric power to the Customer.
- 4.4.2 For the avoidance of doubt, the transfer of electric power constitutes a contract for the selling and purchasing of electricity between the Customer and the Service Provider. In no event will the Driver (or the owner or operator of the relevant Charging Station) be a contractual party to this sale and purchase. The Customer warrants and represents that the relevant Driver is authorized to charge the Customer's Electric Vehicle as envisaged under these Terms.

- 4.4.3 The owner and/or operator of a particular Charging Station, or of a particular charging device at a Charging Station, may be a third-party. This third-party operator will be deemed to serve as a service provider to the Service Provider for the purpose of its supply of the eMSP Service.
- 4.4.4 Technical details of the supply of electricity may be set out in the eMSP Tile or in the Driver App from time to time. The Customer must ensure that all of its Drivers read and comply with all safety instructions provided by the Service Provider from time to time, or safety instructions provided by the owner and/or operator of the relevant Charging Station from time to time. These safety instructions will be provided through the eMSP Tile, the Driver App or at the Charging Station.
- 4.4.5 The Customer acknowledges and understands that certain Charging Stations, despite being available as part of the eMSP Service, may have limitations as to the e.g. weight or dimensional size of the Electric Vehicles that are able to charge at a Charging Stations, such as in terms of vehicle length, width and height. The Customer acknowledges that the actual circumstances may deviate from the information provided by the Service Provider in this respect, for which the Service Provider will not assume any liability. The Customer is responsible to ensure that its Drivers review any such limitations before presenting their Electric Vehicles at a Charging Station and the Service Provider is not responsible for any failure by a Driver to do so. The Customer is also responsible to instruct the Drivers as to not blocking access to other charge points at the Charging Station from usage by other customers than the one charge point the Electric Vehicle is connected to for a Charging Session. The Customer shall instruct its Drivers to disconnect the Electric Vehicle from the charge point used for charging and move it as soon as reasonably possible after termination of the Charging Session.

## **5 Customer interfaces and contractual relationship**

- 5.1 The Customer will be interacting with the Service Provider primarily using the eMSP Tile and through the Driver App. Hence, the Customer acknowledges and understands that it will need to maintain its access to the Online Service Platform and the Driver App in order to use and benefit from the eMSP Service. Additionally, the Customer acknowledges and understands that certain features relating to its Electric Vehicles are only available as part of other services provided by the TRATON Group that may be activated separately from the eMSP Service.
- 5.2 The Online Service Platform is operated by the Platform Provider and the Driver App is powered by the Brand Partner. Both are made available under separate terms and conditions, which may be amended from time to time. The Customer acknowledges and understands that both the Online Service Platform and the Driver App are not services provided by the Service Provider. The Service Provider will accordingly not have any liability whatsoever for the Online Service Platform or the Driver App, such as in regards to their availability, operability or vulnerabilities. As the eMSP Tile constitutes an integrated feature of the Online Service Platform, the Service Provider will consequentially have no liability for the availability, operability or vulnerability of the eMSP Tile. Without limiting the generality of the foregoing, the Service Provider will have no liability for any inability of or failure by the Customer to access or use the eMSP Service that is caused by an unavailability or errors in the Online Service Platform or the Driver App.
- 5.3 The Driver App is provided to Drivers by the Brand Partner and constitutes the main tool with which the Drivers will use, interact with and benefit from some aspects of the eMSP Service. To enable the Customer to access eMSP Service-related data via the Driver App provided by the Brand Partner and insofar as this is necessary for the fulfilment of the eMSP Service, the Service Provider undertakes to provide the required data via a suitable API to the Brand Partner.

## **6 Certain obligations of the Customer**

- 6.1 The Customer is responsible for all Drivers' and Administrators' use of the various elements that form part of the eMSP Service in relation to the Service Provider and guarantees their fulfilment

of the obligations set out or referred to in the Agreement. The Service Provider may demand compensation for any loss caused by the Customer's breach of this Agreement, including but not limited to any damage caused by the Customer to a Charging Station or any charging device at a Charging Station.

- 6.2 The Customer will check the eMSP Tile regularly and keep itself updated on any changes to it or in the eMSP Service. The Service Provider's notifications about the eMSP Service are sent either by electronic or conventional mail directly to the Customer or are made available through the eMSP Tile or the Driver App.
- 6.3 The Customer is further responsible to keep all Customer specific information related to the Agreement with the Service Provider up to date and to update them in the eMSP Tile without undue delay after occurrence of a change.

## 7 Fees and payment

7.1 The Customer shall pay the following charges and fees to the Service Provider for its supply of the eMSP Service, as applied by the Service Provider from time to time:

- (a) if applicable and set out in the eMSP Tile, a registration fee when signing up for the eMSP Service;
- (b) a fee for all electricity (kWh) purchased during Charging Sessions;
- (c) if applicable in individual countries, a blocking fee applied after a certain period of time (in minutes), i.e. during which the Customer's Electric Vehicle occupies the Charging Station;
- (d) a pass-through expense with such margins and administration fees as the Service Provider may apply from time to time, all blocking fees, parking fees and other fees and expenses, if any, charged the Service Provider by the operator or owner of a particular Charging Station or any other third party attributable to the Customer's blocking or usage of a Charging Station during a Charging Session; and
- (e) a fee for any additional RFID Tags which the Customer orders (reference being made to Clause 4.2.2)

as accrued by the Customer during each calendar month. The fees and charges referred to in Clause 7.1 (a)-(e) are referred to as the "**Service Charges**").

7.2 The respective applicable Services Charges will be set out in the eMSP Tile and/or the Driver App and/or a eMSP Service related website. The electricity fee referred to in Clause 7.1(b) will be volume-based and charged according to the fees per kilowatt or similar fees as set out in the eMSP Tile and/or the Driver App and/or the eMSP Service related website. The Services Charges set out in the eMSP Tile and/or the Driver App and/or the eMSP Service related website will apply regardless of any fees or charges set out on any interface or similar information provided at any Charging Station and the Customer must inform itself, and will procure that its Administrators and Drivers, inform themselves about the Service Charges that the Service Provider applies. Hence, when a Driver initiates a Charging Session, the relevant Driver will be deemed to have accepted the fees so provided on the eMSP Tile and/or the Driver App and or the eMSP Service related website. The Customer further acknowledges and understands that in particular the electricity fees applied are subject to periodical changes and fluctuations and that the Service Provider may adjust the Service Fees on the eMSP Tile, the Driver App and the eMSP Service related website from time to time. The Service Provider makes no warranty or representation whatsoever with respect to any specific price levels for these fees.

- 7.3 All other cost or fees incurred by the Customer or its Driver with third parties in relation to the charging process, including related to driving the Electric Vehicle to the Charging Station (including parking fees or tolls), shall be the responsibility of the Customer.
- 7.4 The Service Provider will invoice the Service Charges monthly in arrears, including local VAT or reverse charges (depending on the locally compliant VAT registration of the Customer). All invoicing will take place digitally through the eMSP Tile and through e-mail. All invoices and receipts for the Service Charges will be issued subject to the local applicable tax laws.
- 7.5 The Service Charges for Charging Sessions will be invoiced in the currency applicable in the country in which the Customer is based according to the applicable price list.
- 7.6 The Service Provider may engage third parties to manage and process payments under the Agreement. The Service Provider will have no liability for any faults or errors caused by such third parties when clearing and settling payments hereunder. The Service Provider will for payment purposes utilize SEPA Direct Debit and/or SEPA Credit Transfer (bank transfer) as payment services and the Customer hereby agrees to give SEPA mandate to directly charge the Customer. In case the Customer utilizes SEPA Credit Transfer, the Customer agrees to transfer the payment within fifteen (15) days according to the instructions on the invoice. In case of SEPA Direct Debit, the Customer agrees to give SEPA mandate to directly charge the Customer. The Customer will be informed about the payment before being debited ahead of the payment, but will thereafter be directly debited the amounts due at due date. Separate terms and conditions for the SEPA Direct Debit and SEPA Credit Transfer may apply.
- 7.7 If the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount at the rate of 12 percent. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider may suspend the Customer's access to the eMSP Tile, deactivate all Administrators' and Drivers' access to eMSP related features within the Driver App and will deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer.
- 7.8 The Customer must notify the Service Provider about all places of acceptance of the legal relationships under the Agreement (including, without limitation, the Customer's registered office, relevant tax information (particularly VAT), bank details, user and vehicle data (in particular in case of a replacement or alteration of its Electric Vehicle) and any registration or deregistration of the Customer's Electric Vehicles with the eMSP Service, as well as all other data required for proper billing truthfully, completely and without delay.

## **8 Intellectual Property Rights**

Nothing in these Terms or the Agreement shall operate to assign or transfer any Intellectual Property Rights from the Service Provider to the Customer. Subject to payment of the Service Charges being duly made, the Customer is granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use and access any and all elements of the eMSP Service that are covered by any Intellectual Property Rights for the sole purpose of enabling the Customer, its Administrators and Drivers to receive and benefit from the eMSP Service.

## **9 Suspension**

- 9.1 In the event a Driver or an Administrator materially violates any provision of the Agreement or otherwise abuses its access to the eMSP Service, the Service Provider has the right to, in its discretion (i) demand that the Customer deactivates the relevant User ID that causes the

violation or abuse; (ii) deactivate the relevant account that causes the violation or abuse on behalf of the Customer and/or (iii) to terminate the Agreement with immediate effect.

- 9.2 The Service Provider reserves the right to block any User IDs in the event an imminent security threat can be determined, meaning (i) that the Customer's, or any of its Administrators' and/or Drivers', use of the eMSP Service constitutes an immediate risk in relation to the eMSP Service, to other customers' use of the eMSP Service, or to the Service Provider's network or the servers used to provide the eMSP Service, or (ii) that an unauthorized third party has been given access to the eMSP Service. The Service Provider shall inform the Customer without delay if any account has been blocked in accordance with this Clause 9.2.
- 9.3 Nothing in the foregoing shall limit the Service Provider's rights to suspend the Customer as set out in Clause 7.7.

## 10 Rights in data and processing of Personal data

- 10.1 The Service Provider's supply of the eMSP Service will involve processing of personal and non-personal data.

Insofar as non-personal data is processed, the Service Provider shall be entitled to make use of such data beyond the performance of the eMSP Service and share it with other entities within the TRATON Group or subcontractors or service providers involved in the provision of the eMSP service for purposes of, inter alia, provision and support related to the eMSP Service, product improvement and product enhancement and development of complimenting or additional offerings.

- 10.2 Insofar as personal data is processed, terms such as "**controller**", "**processing**", "**personal data**" as used in this Clause 10 shall have the meaning ascribed to those terms in the GDPR.

This processing will include personal data about Administrators and Drivers that use and benefit from the eMSP Service. The Service Provider will receive this personal data either directly from an Administrator or Driver when they set up their User IDs or Administrators will in certain cases, when setting up User IDs, provide information about Drivers. In some cases the Service Provider will receive the personal data from other entities in the TRATON Group, in particular the Platform Provider or the Brand Partner, such as when pre-filling subscription forms on the eMSP Tile so as to facilitate the setting up User IDs. The Service Provider will process this personal data to provide the eMSP Services and the RFID Tags to the Customer and may share the personal data with other entities in the TRATON Group to enable them to support the provision of the eMSP Services and to provide the Driver App. The Service Provider may share personal data with other entities in the TRATON Group for inter alia analytical purposes. In addition, the Drivers' use of the eMSP Service and their Electric Vehicles will generate data that may constitute personal data, such as information about their use of the RFID Tags.

- 10.3 The Service Provider and the Customer are of the understanding that each of them will be processing the personal data set out in the foregoing for and by their own individual purposes and means and that they as a consequence will be processing the personal data in their respective capacities as independent controllers. Hence, each of the Service Provider and the Customer undertakes to ensure their respective compliance with the GDPR, which will include but not be limited to:
- (a) that each of the Service Provider and the Customer shall ensure that they have a legal basis for their respective processing of the personal data;
  - (b) that each of the Service Provider and the Customer shall inform Administrators and Drivers about the processing of personal data that may occur under these Terms; and

- (c) that each of the Service Provider and the Customer shall implement appropriate technical and organizational measures as necessary to ensure a level of security that is appropriate to the risk related to their respective processing of personal data.
- 10.4 Further information about the Service Provider's, and the TRATON Group's processing of personal data is set out in the privacy notices under the following link:
- 10.5 [\[ENGLISH LINK\]](#)
- 10.6 [\[DEUTSCH LINK\]](#)
- 10.7 [\[ESPAÑOL LINK\]](#)

## 11 Confidentiality

- 11.1 Each Party undertakes not to disclose to any third party any Confidential Information of the other Party, which is received from the other Party (either directly or through the eMSP Service).
- 11.2 Notwithstanding the foregoing, a Party may disclose Confidential Information to a third party if such Party can demonstrate that (i) it is required to do so by applicable law, regulations, or stock exchange rules, or pursuant to a decision by any public authority or any order of a court or tribunal; or (ii) such disclosure has been consented to by the disclosing Party in advance in writing.
- 11.3 For the purpose hereof, "**Confidential Information**" means information, whether technical, commercial or of other nature, regardless of whether the information is documented or not, save for (i) information that is or becomes known or available to the public without breach of the Agreement by the receiving Party, (ii) information that the receiving Party can demonstrate was already lawfully in the possession of the receiving Party at the time of disclosure, or (iii) information received by the receiving Party from a third party under circumstances where such disclosure and receipt have not been restricted by law or contract. For the purpose of this definition, it is noted that the Service Provider's supply of the eMSP Service and all elements pertaining thereto as such will not constitute Confidential Information.
- 11.4 The Parties undertake to cause its employees, consultants, other representatives and subcontractors (including as regards the Customer, its Administrators and Drivers) not to disclose any Confidential Information in violation of this Clause 11.

## 12 Liability and limitation of liability

- 12.1 The Service Provider shall have no liability under or in connection with the Agreement over or above what is explicitly mentioned in this Agreement.
- 12.2 The Service Provider commits to no undertaking or warranty, makes no representation, and shall consequently have no responsibility or liability for or regarding:
- (a) the legality of use of the eMSP Service in any situation, concerning inter alia computer security, telecommunications and data export;
  - (b) the correctness or quality of data transmitted via the eMSP Service or analyses thereof, whether for fulfilment of the Customer's legal obligations according to social provisions (such as those relating to working/ driving times and rest periods) or otherwise;

- (c) the Customer's use of the eMSP Service, or, unless otherwise stated in the Agreement, the quality of results obtained by the Customer while utilizing the eMSP Service or the eMSP Service not corresponding to the Customer's needs;
  - (d) any damages caused due to the negligent or wilful failure of the Driver to properly follow safety instructions or any improper use of a charging device at a Charging Station by a Driver.
  - (e) any damage or loss caused by the use of the eMSP Service in violation of the Agreement or any other instructions or guidelines that the Service Provider issues from time to time for the eMSP Service;
  - (f) any disruption or disturbance in relation to the availability of function of the eMSP Service caused by external factors such as the user's equipment, access to internet or similar factors;
  - (g) the Charging Stations, including their functionality, availability or operability;
  - (h) expenses, costs or damages caused by Customer non-compliance with the Agreement; or
  - (i) breach into the Customer's or other computer resources, whereby third parties may access, circulate, destroy or distort Customer Data.
- 12.3 The Service Provider shall under no circumstances be held liable for defects in any part of the eMSP Service, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring.
- 12.4 In any event, the Service Provider shall in case of breach of its obligations in connection with the Agreement or otherwise be held liable towards the Customer for consequential or indirect damages only to the extent that they were caused by wilful misconduct or gross negligence on the Service Provider's part.
- 12.5 The Service Provider's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has.
- 12.6 A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered.

### **13 Force Majeure**

- 13.1 If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 13.2 A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under the Agreement, shall (i) without undue delay notify the other Party and (ii) inform the other Party of the period for which it is estimated that such failure or delay will continue.

## **14 Term and termination**

- 14.1 The Agreement will come into force from the date of the designated Administrator clicking the "Submit" button and confirming the submission via ticking a checkbox pursuant to Clause 3.4 and will remain in force until terminated by either Party.
- 14.2 For this purpose each Party may terminate the Agreement by giving thirty (30) days' written notice to the other Party. Termination can be declared in writing, by e-mail or digitally through the eMSP Tile. A termination pursuant to the foregoing will not preclude a Party from terminating the Agreement for cause for any other reason set out herein, or to claim compensation from the other Party as a result of a termination (including a termination for cause).
- 14.3 The Agreement, and hence the Customer's access to the eMSP Service, is automatically terminated if the Customer terminates the Customer's agreement for the Online Service Platform.
- 14.4 The Service Provider shall at its own discretion be entitled to suspend (without affecting the Customer's liability to pay any relevant Charges) or terminate the eMSP Service in whole or in part, or even terminate the Agreement with immediate effect;
- (a) if the access requirements as set out in the eMSP Tile at the time of the conclusion of the agreement with the Service Provider have not been met or cannot be fulfilled any longer;
  - (b) if the Service Charges payable as set out in any part of the Agreement are not timely paid;
  - (c) if the Customer, any Administrator or Driver has in any material respect used the eMSP Service improperly or in breach of the Agreement;
  - (d) if the Customer is in breach of any other obligation(s) as set forth in the Agreement, where such breach is material to the Service Provider or a company in the TRATON Group;
  - (e) if the Service Provider reasonably suspects that the Customer is about to, or may commit a material breach of this Agreement as aforesaid, and the Customer has then not offered security which in the opinion of the Service Provider is sufficient as a safeguard against such risk materializing;
  - (f) if the eMSP Service is used in a way which incurs costs and/or damages upon the Service Provider or causes the Service Provider any other relevant party significant inconvenience; and/or
  - (g) if the Customer suspends its payments, enters into composition negotiations, goes into liquidation, or is declared bankrupt, or if there are other legitimate reasons to believe that the Customer is insolvent.

## **15 Effects of termination**

- 15.1 Following a termination of the Agreement, all of the provisions of these Terms in relation to the Agreement shall cease to have effect, save for the following provisions (which shall survive and continue to have effect in accordance with their express terms or otherwise for three (3) years): Clauses 8, 17 and 20.
- 15.2 On the effective date of termination, the Service Provider is entitled to terminate the Customer's and all appointed Administrators' access to all features related to the eMSP Service in the eMSP Tile and the Driver App. Further, the Customer must either return the RFID Tags to the Service Provider or destroy them (at the Service Provider's instruction).

- 15.3 The termination of the Agreement shall not affect the accrued rights of either Party up until the effective date of termination, including the Customer's payment obligation for the Service Charges as accrued up until the effective date of termination. Any such Service Charges accrued are invoiceable by the Service Provider despite the Agreement having expired and all rights and obligation set out in these Terms applicable to such Service Charges so accrued will survive a termination of the Agreement until they have been fully settled.

## **16 Assignment, transfer, sub-contractors, etc.**

- 16.1 The Customer may not transfer or assign its rights or obligations under the Agreement, whether in whole or in part, to any third person without prior written consent from the Service Provider.
- 16.2 The Service Provider shall have the right to transfer its rights and obligations under the Agreement to any other party without the approval of the Customer. The Service Provider may also use sub-contractors, agents and other business partners of its own choice for purposes of providing the eMSP Service, in which case the Service Provider shall be responsible for the compliance with any undertaking in the Agreement.

## **17 Notices**

- 17.1 All material notices and other communication under the Agreement such as notice of breach, claims and support issues (excluding day-to-day correspondence such as orders and invoicing and other non-material communication) shall be made in writing in the English language, and shall, unless otherwise stated herein, be addressed to the address of each Party as set out in the contact section of the eMSP Tile; or (ii) such other address as may be given by written notice in accordance with this Clause 17. For the purposes of this Clause 17, "writing" shall include e-mails but not faxes. Any support issue shall be submitted through the eMSP Tile or the support center and will be processed by the Brand Partner. As regards notices of termination, reference is made to Clause 14.2.
- 17.2 Unless actually received earlier, a material notice or other communication shall be deemed received by the recipient (i) if delivered by hand or sent by courier with delivery receipt obtained, on the day of delivery thereof, or (ii) if sent by e-mail, on the day of dispatch if sent prior to 4 PM on a business day, provided that the senders does not receive a delivery failure message.

## **18 Miscellaneous**

- 18.1 No breach of any provision of the Agreement shall be waived except with the written consent of the Party not in breach.
- 18.2 If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 18.3 For your convenience, this Agreement is translated into your national language. The English version of this Agreement available at [TRATON Charging Solutions | T&Cs](#) shall be controlling in all respects and shall prevail in case of any inconsistencies between the different language versions.

## **19 Changes to these Terms**

- 19.1 The Service Provider is entitled to change or modify these Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP

Services as from the fourteenth (14th) day after notification to the Customer. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.

- 19.2 If a change in these Terms is to the significant disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the fourteen (14) days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change.

## **20 Governing law and disputes**

- 20.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce (“**ICC**”). The seat of arbitration shall be Stockholm, the language to be used in the arbitral proceedings shall be English.
- 20.2 The ICC Expedited Procedure Provisions shall apply, unless the ICC in its discretion determines that the Arbitration Procedures shall apply.. In the latter case, the ICC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 20.3 The Agreement shall be governed by the substantive law of Sweden.

# Appendix 1

Services of Service Provider	Enabled through the Brand Partner
Access to Charging Stations	
Display of detailed information on available Charging Stations, thereto related location data and further information in eMSP Tile	x
Management of RFID Tags and thereto related self-services (ordering, activation, reordering, deactivation)	x
Supply of energy and invoicing	
Display of information regarding completed Charging Sessions in eMSP Tile	x
Administration of invoices for eMSP Services and dashboard with data about invoicing	x
Contract management	x
Customer support as follows: <ul style="list-style-type: none"> <li>- Related to individual charging sessions:               <ul style="list-style-type: none"> <li>First level/phone line (24/7). All countries where the service is launched</li> <li>Second level/support email (24/7)</li> </ul> </li> <li>- Related to the eMSP Services in general:               <ul style="list-style-type: none"> <li>First level/phone line (24/7). All countries where the service is launched</li> <li>Second level/support email (24/7)</li> </ul> </li> </ul>	x

# Appendix 2

Country	Additional or Divergent Terms Based on Country
<p><b>Austria</b></p>	<p><b>Clause 12 is amended as follows:</b>            The following Clause 12.7 shall be added:  <i>"Nothing in this Clause 12 shall limit the liability of a Party for death or personal injury, or liability caused by that Party's wilful misconduct or blatantly gross negligence."</i></p> <p><b>Clause 14.4(g) is amended as follows:</b>            At the end of this Clause, the following shall be added:  <i>"or that the Customer's solvency is materially deteriorated without the Customer being insolvent."</i></p>
<p><b>Belgium</b></p>	<p><b>Clause 4.3.4 is amended as follows:</b>  <i>"Apart from the situation as described under Clause 12 in fine, the Customer will have no claim to the availability (operability, availability of electricity, full charging) of or access to specific Charging Stations, or any specific charging facilities or devices available at a Charging Station. In addition, the Service Provider may without liability towards the Customer decline the Customer and its Drivers with access to any Charging Station if the Service Provider has reasonable grounds to do so. [...]"</i></p> <p><b>Clause 6.2 is amended as follows:</b>  <i>"The Customer will check the eMSP Tile regularly and keep itself updated on any changes to it or in the eMSP Service. Unilateral changes to the eMSP Service will only be made for valid reasons. The Service Provider's notifications about the eMSP Service are sent either by electronic or conventional mail directly to the Customer or are made available through the eMSP Tile or the Driver App."</i></p> <p><b>Clause 12 is amended as follows:</b>  <i>"The Service Provider shall have no liability under or in connection with the Agreement over or above what is explicitly mentioned in this Agreement.</i>    <i>[...]</i>    <i>A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered.</i>    <i>Nothing in the Agreement limits or excludes the Service Provider's liability for: (i) fraud; (ii) gross negligence (including of its appointees or agents); (iii) death or bodily injury caused by its act or omission; (iv) its intentional acts or omissions; (v) failure to perform an obligation that constitutes one of the principal obligations of the Agreement (except for cases of Force Majeure); or (vi) any other event for which liability cannot be limited by law."</i></p> <p><b>Clause 19.1 is amended as follows:</b></p>

	<p><i>"The Service Provider is entitled to change or modify these Terms at any time for valid reasons. [...]"</i></p>
<b>Bulgaria</b>	<p><b>Clause is 12.6 amended as follows:</b>  <i>"To the maximum extent permitted by applicable law, a claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered."</i></p> <p><b>The following Clause 12.7 shall be added:</b>  <i>"Nothing in this Clause 12 shall limit the liability of a Party for liability caused by that Party's wilful misconduct or gross negligence, or any other liability which cannot be limited by law."</i></p> <p><b>The following Clause 18.3 shall be added:</b>  <i>"These Terms and Conditions have been drafted and agreed by the Parties under the assumption that the Customer is a merchant and not a consumer."</i></p>
<b>Croatia</b>	<p><b>Clause 12 is amended as follows:</b>  The following Clause 12.7 shall be added:  <i>"Nothing in this Clause 12 shall limit the liability of a Party for damage caused by wilful misconduct or gross negligence."</i></p>
<b>Cyprus</b>	<p><b>Clause 4.2.4 is amended as follows:</b>  <i>"If a RFID Tag is defective or otherwise non-functioning, any of the Administrators may notify the support center about this fact through the eMSP Tile. The Customer will then, upon the support center's request, be obliged to at the Customer's expense return defective or non-functioning RFID Cards to the Service Provider or a location indicated by the support center. The Customer may also be asked to destroy the defective or otherwise non-functioning RFID Tag. The support center, on behalf of the Service Provider, will then replace the defective or non-functioning RFID Tag at the Service Provider's expense. To the maximum extent permitted by applicable law, the right to receive a replacement RFID Tag as set out in the foregoing will constitute the Customer's sole and exclusive remedy in case of defective or non-functioning RFID Tags. To the maximum extent permitted by applicable law, in no event will the Service Provider have any liability as a result of defective or non-functioning RFID Tags, including any liability for the Customer's Electric Vehicle running out of electricity as a result of a Driver being unable to initiate a Charging Session due to its RFID Tag being defective or non-functioning."</i></p> <p><b>Clause 7.7 is amended as follows:</b>  <i>"To the fullest extent permitted by applicable law, if the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount at the rate of 12 percent. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider may suspend the Customer's access to the eMSP Tile, deactivate all Administrators' and Drivers' access to eMSP related features within the Driver App and will deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer."</i></p>

	<p><b>Clause 12.3 is amended as follows:</b>  <i>"To the maximum extent permitted by applicable law, the Service Provider shall under no circumstances be held liable for defects in any part of the eMSP Service, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring."</i></p> <p><b>Clause 12 is amended as follows:</b>  The following Clause 12.7 shall be added:    <i>"Nothing in this Clause 12 shall limit the liability of a Party for fraud, death or personal injury."</i></p> <p><b>Clause 18 is amended as follows:</b>  The following Clause 18.3 shall be added:    <i>"These Terms and Conditions have been drafted and agreed by the Parties under the assumption that the Customer is a business and not a consumer. Should for whatever reason a specific Customer be considered a consumer, it is explicitly agreed herein that nothing in these Terms and Conditions shall be interpreted in the sense of preventing the application of the relevant sections of the Cyprus Consumer Protection Law 112(I)/2021, as amended."</i></p>
Czech Republic	<p><b>Clause 4.3.4 is amended as follows:</b>  <i>"Apart from the situation as described under Clause 12 in fine, the Customer will have no claim to the availability (operability, availability of electricity, full charging) of or access to specific Charging Stations, or any specific charging facilities or devices available at a Charging Station. In addition, the Service Provider may without liability towards the Customer decline the Customer and its Drivers with access to any Charging Station if the Service Provider has reasonable grounds to do so. [...]"</i></p> <p><b>Clause 12 is amended as follows:</b>  The following Clause 12.7 shall be added:    <i>"Nothing in this Clause 12 shall limit the liability of a Party for death or personal injury, or liability caused by that Party's wilful misconduct or blatantly gross negligence."</i></p> <p><b>Clause 19.2 is amended as follows:</b>  <i>"If a change in these Terms is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change."</i></p>
Estonia	<p><b>Clause 6.2 is amended as follows:</b>  <i>"The Customer will check the eMSP Tile regularly and keep itself updated on any changes to it or in the eMSP Service. Unilateral material changes to the eMSP Service that are to the disadvantage of the Customer will only be made if required due to changes in applicable laws or due to legitimate business interests of the Service Provider. Such changes that are to the disadvantage of the Customer shall take effect and apply to the Customer and its use of the eMSP Service as from the fourteenth (14<sup>th</sup>) day after notification to the Customer. The Service Provider's notifications about the eMSP Service are sent either by electronic or conventional mail directly to the Customer or are made available through the eMSP Tile or the Driver App. If a change in the eMSP Service is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification</i></p>

	<p><i>period as above. If the Customer actively uses the eMSP Service after such period, the Customer shall be considered to have approved the change.”</i></p> <p><b>Clause 12.4 is amended as follows:</b>  <i>“In any event, nothing in the Agreement shall limit or exclude the Service Provider’s liability for wilful misconduct or gross negligence on the Service Provider’s part, as well the Service Provider’s liability for damages resulting from injury to life, body and health and any other liability that cannot be limited or excluded under the law.”</i></p> <p><b>Clause 12.6 is amended as follows:</b>  <i>“A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered. This shall not apply if damages or ground of indemnification results from the wilful misconduct of the other Party.”</i></p> <p><b>Clause 19.1 is amended as follows:</b>  <i>“The Service Provider is entitled to change or modify these Terms at any time if the changes or modifications are required due to changes in applicable laws or due to legitimate business interests of the Service Provider. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.”</i></p> <p><b>Clause 19.2 is amended as follows:</b>  <i>“If a change in these Terms is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change.”</i></p>
France	<p><b>Clause 7.6 is amended as follows:</b>  <i>“The Service Provider may engage third parties to manage and process payments under the Agreement. The Service Provider will have no liability for any faults or errors caused by such third parties when clearing and settling payments hereunder. The Service Provider will for payment purposes utilize SEPA Direct Debit and/or SEPA Credit Transfer (bank transfer) as payment services and the Customer hereby agrees to give SEPA mandate to directly charge the Customer. In case the Customer utilizes SEPA Credit Transfer, the Customer agrees to transfer the payment according to the instructions on the invoice. If the invoice does not provide for such instructions, the transfer of the payment shall be made within fifteen (15) days from the date of issuance of the invoice. In case of SEPA Direct Debit, the Customer agrees to give SEPA mandate to directly charge the Customer. The Customer will be informed about the payment before being debited ahead of the payment, but will thereafter be directly debited the amounts due at due date. Separate terms and conditions for the SEPA Direct Debit and SEPA Credit Transfer may apply.”</i></p> <p><b>Clause 7.7 is amended as follows:</b>  <i>“If the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount at the rate of [XX] percent (such interest to accrue monthly until the date of actual payment and to be compounded at the end of each calendar year). In addition, in case of late payment, the Service Provider shall also be</i></p>

	<p>entitled to a lump-sum fee of forty euros (€40) for recovery costs or more if these costs exceed this amount, and reasonable attorney's fees. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider will suspend the Customer's access to the eMSP Tile, deactivate all Administrator ' and Drivers' access to the Driver App and deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer.”</p> <p><b>Clause 12.3 is amended as follows:</b>  <i>“The Service Provider shall under no circumstances be held liable for indirect costs or damages incurred by the Customer as a result of defects in any part of the eMSP Service (such as loss of income, expenses, loss or corruption of Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring.”</i></p> <p><b>Clause 19.1 is amended as follows:</b>  <i>”The Service Provider is entitled to change or modify these Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer. The Service Provider may notify such changes by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.</i></p> <p><b>Clause 19.2 is amended as follows:</b>  <i>“If a change in these Terms is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change.”</i></p>
Germany	<p><b>Clause is 3.4 is supplemented as follows:</b>  <i>”By clicking the “Submit” button on the eMSP Tile, the Administrator agrees to these Terms and concludes a binding contract between the Customer and the Service Provider to which these Terms form an integral part (the “Agreement”). The Customer is provided with the opportunity to retrieve the Agreement, including these Terms, and to save them in a form that allows for their reproduction.”</i></p> <p><b>Clause 12.4 is amended as follows:</b>  <i>”In any event, the Service Provider shall, regardless of the nature of the breach of an obligation in connection with the Agreement, including unlawful acts, or otherwise be held liable towards the Customer in the event of wilful misconduct or gross negligence on the Service Provider's part, as well as in the event of damages resulting from injury to life, body and health.</i></p> <p><i>In the event of simple negligence, the Service Provider shall only be liable for breach of fundamental contractual obligations in connection with the Agreement. In such event, the liability shall be limited to the typically predictable damages.”</i></p> <p><b>Clause 12.5 is supplemented as follows:</b></p>

	<p><i>“The Service Provider’s maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has. This shall not apply if the Service Provider is liable according to Clause 12.4 or if the Customer can prove that the actual damages incurred is higher.”</i></p> <p><b>Clause 12.6 is supplemented as follows:</b>  <i>“A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered. This shall not apply in the event of wilful misconduct or gross negligence on the part of one Party, as well as in the event of damages resulting from injury to life, body and health.”</i></p> <p><b>Clause 19.1 is amended as follows:</b>  <i>“The Service Provider is entitled to change or modify these Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer, unless the Customer explicitly objects to the application of the changed terms and conditions. In this case, the Service Provider may not be able to continue to offer the eMSP Service and the Parties shall be entitled to terminate the Agreement. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile, ensuring that the Customer has access to the changed terms and conditions. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.”</i></p>
Hungary	<p><b>Clause 3.4 is amended as follows:</b>  <i>“By clicking the "Submit" button on the eMSP Tile and confirming the submission via ticking a checkbox, the Administrator on behalf of the Customer agrees to these Terms. The Administrator shall be informed without delay in writing by email or via the Online Service Platform on (i) the confirmation of the acceptance and (ii) that a binding contract has been concluded between the Customer and the Service Provider to which these Terms form an integral part (the "Agreement").”</i></p> <p><b>Clause 4.3.4 is amended as follows:</b>  <i>“Without prejudice to clause 12 the Customer will have no claim to the availability (operability, availability of electricity, full charging) of or access to specific Charging Stations, or any specific charging facilities or devices available at a Charging Station. In addition, the Service Provider may without liability towards the Customer decline the Customer and its Drivers with access to any Charging Station if the Service Provider has reasonable grounds to do so.”</i></p> <p><b>Clause 9.1 is amended as follows:</b>  <i>“In the event a Driver or an Administrator materially violates any provision of the Agreement or otherwise abuses its access to the eMSP Service, the Service Provider has the right to, in its discretion (i) demand that the Customer deactivates the relevant User ID that causes the violation or abuse; (ii) deactivate the relevant account that causes the violation or abuse on behalf of the Customer and/or (iii) to terminate the Agreement under the terms of Clause 14.”</i></p>

	<p><b>Clause 12 is amended as follows:</b></p> <p>Clause 12.4 is supplemented as follows:</p> <p><i>“In any event, the Service Provider shall in case of breach of its obligations in connection with the Agreement or otherwise be held liable towards the Customer for contingent or indirect damages only to the extent that they were caused by wilful misconduct or result in loss of life, or harm to physical integrity.”</i></p> <p>The following Clause 12.7 shall be added:</p> <p><i>“Nothing in this Clause 12 shall limit the liability of a Party for wilful misconduct of an obligation, or where non-performance results in loss of life, or harm to physical integrity.”</i></p> <p><b>Clause 18 is supplemented as follows:</b></p> <p>The following clause 18.3 shall be added:</p> <p><i>“These Terms have been drafted and agreed by the Parties under the assumption that the Customer is a business and not a consumer. Should for whatever reason a specific Customer be considered a consumer, it is explicitly agreed herein that nothing in these Terms shall be interpreted in the sense of preventing the application of Section 6:100 of Act V of 2013 on the Civil Code.”</i></p>
Iceland	<p><b>Clause 12 is amended as follows:</b></p> <p>The following Clause 12.7 shall be added:</p> <p><i>“Nothing in this Clause 12 shall limit the liability of a Party for death or personal injury, or liability caused by that Party’s wilful misconduct or gross negligence.”</i></p>
Ireland	<p><b>Clause 12 is amended as follows:</b></p> <p><b>Clause 12.3 is amended as follows:</b></p> <p><i>“To the maximum extent permitted by applicable law, the Service Provider shall under no circumstances be held liable for defects in any part of the eMSP Service, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring.”</i></p> <p><b>The following Clause 12.7 shall be added:</b></p> <p><i>“Nothing in this Clause 12 shall limit the liability of a Party for (a) death or personal injury caused by a Party's negligence or that of its employees or agents; or (b) loss caused by fraud or fraudulent misrepresentation.”</i></p>
Italy	<p><b>Clause 6.2 is amended as follows:</b></p> <p><i>“The Customer will check the eMSP Tile regularly and keep itself updated on any changes to it or in the eMSP Service. Such changes shall take effect and apply to the Customer and its use of the eMSP Service as from the fourteenth (14<sup>th</sup>) day after notification to the Customer. The Service Provider's notifications about the eMSP Service are sent either by electronic or conventional mail directly to the Customer or are made available through the eMSP Tile or the Driver App. If a change in the eMSP Service is to the significant disadvantage of the Customer or, in any case, it causes the loss of interest by the Customer in continuing to use the eMSP Service, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above.</i></p>

*If the Customer actively uses the eMSP Service after such period, the Customer shall be considered to have approved the change.”*

**Clause 7.7 is amended as follows:**

*“If the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount at the rate of twelve percent (such interest to accrue monthly until the date of actual payment and to be compounded at the end of each calendar year). In case of late payment, the Service Provider shall also be entitled to a lump-sum fee of forty euros (€40) for recovery costs, without prejudice to compensation for further damages, which may include assistance costs for credit recovery. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider will suspend the Customer's access to the eMSP Tile, deactivate all Administrators' and Drivers' access to the Driver App and deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer.”*

**Clause 9.1 is amended as follows:**

*“In the event a Driver or an Administrator materially violates any provision of the Agreement or otherwise abuses its access to the eMSP Service, the Service Provider has the right to, in its discretion (i) demand that the Customer deactivates the relevant User ID that causes the violation or abuse; (ii) deactivate the relevant account that causes the violation or abuse on behalf of the Customer and/or (iii) in case of breach of Clauses 4.2.4, 4.2.5, 4.4.2, 4.4.4, 6.1, 6.2, 7, 10, 11 and/or 16.1 to terminate the Agreement with immediate effect.”*

**Clause 12.4 is amended as follows:**

*“In any event, nothing in the Agreement shall limit or exclude the Service Provider's liability for wilful misconduct or gross negligence.”*

**Clause 12.5 is amended as follows:**

*“Without prejudice to Clause 12.4 above, the Service Provider's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has.”*

**Clause 12.6 is amended as follows:**

*“Without prejudice to Clause 12.4 above, a claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered.”*

**Clause 14.4 is amended as follows:**

	<p><i>“The Service Provider shall at its own discretion be entitled to suspend (without affecting the Customer’s liability to pay any relevant Charges) or terminate the Services in whole or in part, or even terminate the Agreement with immediate effect;</i></p> <ul style="list-style-type: none"> <li><i>(a) if the Service Charges payable as set out in any part of the Agreement are not timely paid;</i></li> <li><i>(b) if the Customer, any Administrator or Driver has in any material respect used the eMSP Service improperly or in breach of the Agreement;</i></li> <li><i>(c) if the Customer is in breach of its obligation(s) as set forth in Clauses 4.2.4, 4.2.5, 4.4.2, 4.4.4, 6.1, 6.2, 7, 10, 11 and 16.1 of the Agreement, where such breach is material to the Service Provider or a company in the TRATON Group;</i></li> <li><i>(d) if the Service Provider reasonably suspects that the Customer is about to, or may commit a material breach of this Agreement as aforesaid, and the Customer has then not offered security which in the opinion of the Service Provider is sufficient as a safeguard against such risk materializing;</i></li> <li><i>(e) if the eMSP Service is used in a way which incurs costs and/or damages upon the Service Provider or causes the Service Provider any other relevant party significant inconvenience; and/or</i></li> <li><i>(f) to the maximum extent permitted by the applicable law, if the Customer suspends its payments, enters into composition negotiations, goes into liquidation, or is declared bankrupt, or if there are other legitimate reasons to believe that the Customer is insolvent.”</i></li> </ul> <p><b>Clause 19.2 is amended as follows:</b>  <i>“If a change in these Terms is to the disadvantage of the Customer or, in any case, it causes the loss of interest by the Customer in continuing to use the eMSP Services, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change.”</i></p>
<p><b>Latvia</b></p>	<p><b>Clause 6.2 is amended as follows:</b>  <i>“The Customer will check the eMSP Tile regularly and keep itself updated on any changes to it or in the eMSP Service. Unilateral material changes to the eMSP Service that are to the disadvantage of the Customer will only be made if required due to changes in applicable laws or due to legitimate business interests of the Service Provider. Such changes that are to the disadvantage of the Customer shall take effect and apply to the Customer and its use of the eMSP Service as from the fourteenth (14<sup>th</sup>) day after notification to the Customer. The Service Provider’s notifications about the eMSP Service are sent either by electronic or conventional mail directly to the Customer or are made available through the eMSP Tile or the Driver App. If a change in the eMSP Service is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Service after such period, the Customer shall be considered to have approved the change.”</i></p>

**Clause 7.7. is amended as follows:**

*"If the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount at the rate of 0.5% (zero point five percent) per day, but no more than 100% (hundred percent) of the total late payment value. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider may suspend the Customer's access to the eMSP Tile, deactivate all Administrators' and Drivers' access to eMSP related features within the Driver App and will deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer."*

**Clause 12.4 is amended as follows:**

*"In any event, the Service Provider shall, regardless of the nature of the breach of an obligation in connection with the Agreement, be liable for damages suffered as a result of unlawful acts or omissions, including gross negligence, malicious acts or negligence, or otherwise be held liable towards the Customer in the event of wilful misconduct or gross negligence on the Service Provider's part."*

**Clause 12.5 is supplemented as follows:**

*"The Service Provider's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has. This shall not apply if the Service Provider is liable according to Clause 12.4 or if the Customer can prove that the actual damages incurred is higher."*

**Clause 12.6 is supplemented as follows:**

*"A claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered. Nothing in the Agreement limits or excludes the Service Provider's liability for any event for which liability cannot be limited by law, such as wilful misconduct, malicious acts and gross negligence."*

**Clause 19.1 is amended as follows:**

*"The Service Provider is entitled to change or modify these Terms at any time if the changes or modifications are required due to changes in applicable laws or due to legitimate business interests of the Service Provider. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply."*

**Clause 19.2 is amended as follows:**

*"If a change in these Terms is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change."*

<p><b>Lithuania</b></p>	<p><b>Clause 12.4 is amended as follows:</b>  <i>“In any event, the Service Provider shall in case of breach of its obligations in connection with the Agreement or otherwise be held liable towards the Customer for contingent or indirect damages only to the extent that they were caused by wilful misconduct or gross negligence on the Service Provider’s part. This clause does not limit the Service Provider’s liability for personal injury, loss of life, non-pecuniary damages and any other liability that cannot be limited or excluded under the law.”</i></p> <p><b>Clause 12.5 is amended as follows:</b>  <i>“Without prejudice to the cases included in Clause 12.4 where liability cannot be excluded or limited, the Service Provider’s maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has.”</i></p> <p><b>Clause 14.4 is amended as follows:</b>  <i>“The Service Provider shall at its own discretion be entitled to suspend (without affecting the Customer’s liability to pay any relevant Charges) or terminate the eMSP Service in whole or in part, or even terminate the Agreement with immediate effect in the event of a material breach of the Terms by the Customer. The Customer hereby acknowledges that the following actions will constitute the material breach of the Terms:</i></p>
<p><b>Poland</b></p>	<p><b>Clause 12 is amended as follows:</b>  The following Clause 12.7 shall be added:  <i>”Nothing in this Clause 12 shall limit the liability of a Party for death or personal injury, or liability caused by that Party’s wilful misconduct or gross negligence.”</i></p> <p><b>Clause 8 is amended as follows:</b>  The following Clause 8.2 shall be added:  <i>“8.2. The licence mentioned above includes all known fields of the work’s exploitation, especially the following: (i) within the scope of fixing and reproduction of work – production of the work’s carriers and its copies with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology, entering into the computer’s memory; (ii) within the scope of trading the original or copies of work – introduction of the work’s copies to trade, their lease and tenancy; (iii) within the scope of other dissemination of work – public performance, exhibition, screening, presentation, broadcasting by means of cable or wireless vision via ground station or satellite, including broadcasting via telecommunications net, re-transmission, ensuring access to anyone at a place and time selected thereby, especially by placing in Internet or in other telecommunications net; (iv) in case of the work being a computer program – permanent or temporary reproduction of the work in full or in part, by any means and in any form, translation, adaptation, re-arrangement or any other alteration of the work, public dissemination, including lease or rental of the work or its copies.”</i></p>
<p><b>Portugal</b></p>	<p><b>Clause 3.4 is supplemented as follows:</b>  <i>“By clicking the “Submit” button on the eMSP Tile, the Administrator agrees to these Terms and concludes a binding contract between the Customer and the Service Provider to which these Terms form an integral part (the “Agreement”). The Agreement may be executed in the following language(s): [...] and the</i></p>

*Customer is provided with the opportunity to retrieve it, including these Terms, and to save them in a form that allows for their reproduction.”*

**Clause 4.2.4 is amended as follows:**

*“If a RFID Tag is defective or otherwise non-functioning, any of the Administrators may notify the Service Provider about this fact through the eMSP Tile. The Customer will then, upon the Service Provider’s request, be obliged to at the Customer’s expense return defective or non-functioning RFID Cards to the Service Provider. The Service Provider may also ask the Customer to destroy the defective or otherwise non-functioning RFID Tag. The Service Provider will then replace the defective or non-functioning RFID Tag at the Service Provider’s expense. To the maximum extent permitted by applicable law, the right to receive a replacement RFID Tag as set out in the foregoing will constitute the Customer’s sole and exclusive remedy in case of defective or non-functioning RFID Tags. To the maximum extent permitted by applicable law, in no event will the Service Provider have any liability as a result of defective or non-functioning RFID Tags, including any liability for the Customer’s Electric Vehicle running out of electricity as a result of a Driver being unable to initiate a Charging Session due to its RFID Tag being defective or non-functioning.”*

**Clause 7.4 is amended as follows:**

*“The Service Provider will invoice the Service Charges monthly in arrears, including local VAT or identifying if reverse charge is applicable (depending on the locally compliant VAT registration of the Customer) as well as other applicable taxes, if imposed by the local applicable tax laws. All invoicing will take place digitally through the eMSP Tile and through e-mail, which the Customer expressly accepts. All invoices and receipts for the Service Charges will be issued subject to the local applicable tax laws.”*

**Clause 9.1 is amended as follows:**

*“In the event a Driver or an Administrator materially violates any provision of the Agreement or otherwise abuses its access to the eMSP Service, the Service Provider has the right to, in its discretion (i) demand that the Customer deactivates the relevant User ID that causes the violation or abuse; (ii) deactivate the relevant account that causes the violation or abuse on behalf of the Customer and/or (iii) to terminate the Agreement under the terms of Clause 14.”*

**Clause 12.3 is amended as follows:**

*“To the maximum extent permitted by applicable law, the Service Provider shall under no circumstances be held liable for defects in any part of the eMSP Service, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring.”*

**Clause 12.4 is amended as follows:**

*“In any event, the Service Provider shall in case of breach of its obligations in connection with the Agreement or otherwise be held liable towards the Customer in the event of wilful misconduct or gross negligence on the Service Provider’s part, as well as in the event of damages resulting from injury to life, body and health, non-contractual property damages caused to Customer or third-parties and any other liability that cannot be excluded or limited by law, either caused by the Service Provider or by its appointees and agents.”*

**Clause 12.5 is amended as follows:**

*“Without prejudice to the cases included in Clause 12.4 where liability cannot be excluded or limited, the Service Provider’s maximum liability for damages (direct*

and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has.”

**Clause is 12.6 amended as follows:**

*“To the maximum extent permitted by applicable law, a claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered.”*

**Clause is 14.4 amended as follows:**

*“The Service Provider shall at its own discretion be entitled to suspend (without affecting the Customer’s liability to pay any relevant Charges) or terminate the Services in whole or in part, or even terminate the Agreement for cause with immediate effect, in the following cases:*

- (a) *if the Service Charges payable as set out in any part of the Agreement are not timely paid, where the Service Provider has provided written notice to the Customer to cure the breach within [...] days and the Customer did not cure the breach within the aforementioned period;*
- (b) *if the Customer, any Administrator or Driver has in any material respect used the eMSP Service improperly or in breach of the Agreement;*
- (c) *if the Customer is in breach of any other obligation(s) as set forth in the Agreement, where such breach is material to the Service Provider or a company in the TRATON Group;*
- (d) *if the Service Provider reasonably suspects that the Customer is about to, or may commit a material breach of this Agreement as aforesaid, and the Customer has then not offered security which in the opinion of the Service Provider is sufficient as a safeguard against such risk materializing;*
- (e) *if the eMSP Service is used in a way which incurs costs and/or damages upon the Service Provider or causes the Service Provider any other relevant party significant inconvenience; and/or*
- (f) *if the Customer suspends its payments, enters into composition negotiations, goes into liquidation, or is declared bankrupt, or if there are other legitimate reasons to believe that the Customer is insolvent.”*

**Clause 16.2 is amended as follows:**

*“The Customer may not transfer or assign its rights or obligations under the Agreement, whether in whole or in part, to any third person without prior written consent from the Service Provider.*

*The Service Provider shall have the right to transfer its rights and obligations under the Agreement to any other company of the TRATON Group without the approval of the Customer. The Service Provider may also use sub-contractors, agents and other business partners of its own choice for purposes of providing*

	<p><i>the eMSP Service, in which case the Service Provider shall be responsible for the compliance with any undertaking in the Agreement.”</i></p> <p><b>Clause 19 is amended as follows:</b>  <i>“The Service Provider is entitled to change or modify these Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer, unless the Customer explicitly objects to the application of the changed terms and conditions. In this case, the Service Provider may not be able to continue to offer the eMSP Service and the Parties shall be entitled to terminate the Agreement, without any compensation being due. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.</i></p> <p><i>If a change in these Terms is to the disadvantage of the Customer, the Customer is entitled to terminate the Agreement with effect as from expiry of the 14 days notification period as above, without any compensation being due. If the Customer actively uses the eMSP Services after such period, the Customer shall be considered to have approved the change.”</i></p>
<p><b>Romania</b></p>	<p><b>After clause 3.4, a new clause 3.5 is added which shall read as follows:</b></p> <p><i>“The Administrator represents and warrants to the Service Provider that it has the requisite capacity, as well as all required approvals and authorizations to represent and legally bind the Customer for the purposes of concluding the Agreement, in the name and on behalf of the Customer, it being understood that the Service Provider has relied, in good faith, on the Administrator's representations and warranties under this clause 3.5, for the purposes of concluding this Agreement with the Customer.”</i></p> <p><b>Clause 4.4.2 is amended as follows:</b></p> <p><i>“For the avoidance of doubt, the transfer of electric power constitutes a contract for the selling and purchasing of electricity between the Customer and the Service Provider, exclusively for the charging of Electric Vehicles of the Customer, and will thus not be deemed to constitute supply of electricity within the meaning of the applicable law. In no event will the Driver (or the owner or operator of the relevant Charging Station) be a contractual party to this sale and purchase. The Customer warrants and represents that the relevant Driver is authorised to charge the Customer's Electric Vehicle as envisaged under these Terms.”</i></p> <p><b>Clause 4.4.4 is amended as follows:</b></p> <p><i>“Technical details of the sale and purchase of electricity for recharging Electric Vehicles may be set out in the eMSP Tile or in the Driver App from time to time. The Customer must ensure that all of its Drivers comply with all safety instructions provided by the Service Provider from time to time, or safety instructions provided by the owner and/or operator of the relevant Charging Station from time to time. These safety instructions will be provided through the eMSP Tile, the Driver App or at the Charging Station.”</i></p> <p><b>Clause 7.4 is amended as follows:</b></p>

*"The Service Provider will invoice the Service Charges monthly in arrears, including local VAT or reverse charges (depending on the locally compliant VAT registration of the Customer). All invoicing will take place digitally through the eMSP Tile and through e-mail, unless any other local mandatory invoicing formalities become applicable in respect of the Service Charges. All invoices and receipts for the Service Charges will be issued subject to the local applicable tax laws."*

**Clause 12.5 is amended as follows:**

*"Without prejudice to the cases included in Clause 12.7 where liability cannot be excluded or limited, the Service Provider's maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has."*

**Clause 12.6 is amended as follows:**

*"Without prejudice to Clause 12.7 below, a claim from either Party to the other shall be presented within three (3) months after the relevant damage or ground for indemnification was, or should have been, discovered."*

**After clause 12.6, a new clause 12.7 is added which shall read as follows:**

*"Nothing in this Clause 12 shall limit the liability of a Party for death or personal injury, or liability caused by that Party's wilful misconduct or gross negligence, or any other event for which liability cannot be limited by law."*

**Clause 14.4 is amended as follows:**

*"The Service Provider shall at its own discretion be entitled to suspend (without affecting the Customer's liability to pay any relevant Charges) or terminate the eMSP Service in whole or in part, or even terminate the Agreement with immediate effect (the Customer being deemed to be in default by effect of law, in all the below cases, simply through the occurrence of the respective breach and without the need for any further notice of default from the Service Provider);*

- (a) if the access requirements as set out in the eMSP Tile at the time of the conclusion of the agreement with the Service Provider have not been met or cannot be fulfilled any longer;*
- (b) if the Service Charges payable as set out in any part of the Agreement are not timely paid;*
- (c) if the Customer, any Administrator or Driver has in any material respect used the eMSP Service improperly or in breach of the Agreement;*
- (d) if the Customer is in breach of its obligation(s) as set forth in Clauses 4.2.5, 4.4.2, 4.4.4, 6.1, 7, 11 and/or 16.1 of the Agreement, or in case of breaches by the Customer of any other of its obligations under the Agreement, where such breach is material to the Service Provider or a company in the TRATON Group;*
- (e) if the Service Provider reasonably suspects that the Customer is about to, or may commit a material breach of this Agreement as aforesaid, and the Customer has then not offered security which in*

	<p><i>the opinion of the Service Provider is sufficient as a safeguard against such risk materializing;</i></p> <p><i>(f) if the eMSP Service is used, contrary to the provisions of this Agreement, in a way which incurs costs and/or damages upon the Service Provider or causes the Service Provider and/or any other relevant party significant inconvenience; and/or</i></p> <p><i>(g) to the maximum extent permitted by the applicable law, if the Customer suspends its payments, enters into pre-insolvency proceedings or other restructuring negotiations with its creditors, or goes into liquidation, or if there are other legitimate reasons to believe that the Customer is or may become insolvent."</i></p> <p><b>Clause 15.2 is amended as follows:</b></p> <p><i>"On the effective date of termination, the Service Provider is entitled to terminate the Customer's and all appointed Administrators' access to all features related to the eMSP Service in the eMSP Tile and the Driver App. Further, the Customer must either return the RFID Tags to the Service Provider or destroy them (at the Service Provider's instruction). In case of the latter, the Customer undertakes to also observe any additional instructions received from the Service Provider (if any) regarding the manner of disposing of the destroyed RFID Tags."</i></p> <p><b>Clause 16.2 is amended as follows:</b></p> <p><i>"The Service Provider shall have the right to transfer its rights and obligations under the Agreement, including the Agreement as a whole, to any other party, the Customer expressly consenting to such transfer in advance, to the largest extent permitted by the applicable law, through the conclusion of this Agreement. The Service Provider may also use sub-contractors, agents and other business partners of its own choice for purposes of providing the eMSP Service, in which case the Service Provider shall be responsible for the compliance with any undertaking in the Agreement."</i></p>
Slovakia	<p><b>Clause 7.7 is amended as follows:</b></p> <p><i>"If the Customer does not pay an amount due to the Service Provider under the Agreement, the Service Provider may charge the Customer interest on the overdue amount according to Section 369 para. 2 of Act No. 513/1991 Coll. the Commercial Code, as amended. Further, if the Customer is in default with its payment, the Service Provider will be entitled, but not obliged, to suspend the Customer's use of the eMSP Service. As part of this suspension, the Service Provider may suspend the Customer's access to the eMSP Tile, deactivate all Administrators' and Drivers' access to eMSP related features within the Driver App and will deactivate all then-active RFID Tags. The Customer acknowledges and understands that this will entail that the Customer will then not be able to initiate any further Charging Sessions. Further, if the Service Provider owes the Customer any amounts, including any free-of-charge charging rights or similar benefits, then the Service Provider may set-off the Customer's non-paid amounts against the amount that the Service Provider owes the Customer."</i></p>
Slovenia	<p><b>Clause 12.3 is amended as follows:</b></p> <p><i>"To the maximum extent permitted by applicable law, the Service Provider shall under no circumstances be held liable for defects in any part of the eMSP Service, or for direct or indirect costs and damages incurred by the Customer as a result thereof (such as loss of income, expenses, loss or corruption of</i></p>

	<p><i>Customer Data, Customer liability towards third parties, etc.) even if the Service Provider was notified of the possibility of such loss occurring.”</i></p> <p><b>Clause 12.5 is amended as follows:</b>  <i>“The Service Provider’s maximum liability for damages (direct and indirect) incurred by the Customer under or in connection with the Agreement shall be limited to EUR one-thousand (1,000) per twelve (12) month period as of the date of the term as set out in Clause 14.1, regardless of how many Electric Vehicles which the Customer operates covered by the eMSP Service the Customer has. This shall not apply if the Service Provider is liable according to Clause 12.7 or if the Customer can prove that the actual damages incurred is higher.”</i></p> <p><b>Clause 12 is amended as follows:</b>  <b>The following clause 12.7 is added:</b>  <i>“Notwithstanding anything to the contrary in this Clause 12, neither party excludes or restricts its liability for death or personal injury or for liability caused by the Party’s wilful misconduct, gross negligence or fraudulent misrepresentation.”</i></p> <p><b>Clause 19.1 is amended as follows:</b>  <i>“The Service Provider is entitled to change or modify these Terms at any time. Such changed terms and conditions shall take effect and apply to the Customer and its use of the eMSP Services as from the fourteenth (14th) day after notification to the Customer, unless the Customer expressly objects to the changes. The Service Provider may notify such changes on invoices to the Customer, by conventional or electronic mail to the Customer or through the eMSP Tile. In case of changes to the Service Charges, the separate provisions of these Terms shall apply.”</i></p>
<p><b>Spain</b></p>	<p><b>Clause 18 is amended as follows:</b>  The following Clause 18.3 shall be added:</p> <p><i>“These Terms and Conditions have been drafted and agreed by the Parties under the assumption that the Customer is a business and not a consumer. Should for whatever reason a specific Customer be considered a consumer, it is explicitly agreed herein that nothing in these Terms and Conditions shall be interpreted in the sense of preventing the application of Articles 82 to 91 and 114 to 126 of the Spanish Royal Legislative Decree 1/2007 containing the General Act for the Defense of Consumers and Users.”</i></p>
<p><b>United Kingdom</b></p>	<p><b>Clause 2.16 is deleted in its entirety and replaced with the following:</b>  <i>“GDPR” means, as the context requires, (a) Regulation (EU) 2016/679 (General Data Protection Regulation), or (b) Regulation (EU) 2016/679 (General Data Protection Regulation), as transposed into United Kingdom national law by operation of section 3 of European Union (Withdrawal) Act 2018 and subsequently amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.</i></p>