

InCharge Smart subscription
General Terms and Conditions
For charging solutions at business locations
as of February 2021

Welcome to Vattenfall InCharge. We want to serve you as best as possible and be clear about the rights and obligations you have. The agreements made in this general terms and conditions and in your quotation or contract (or contract confirmation) together form our agreement. For questions you can call us at 088 363 7991 or send an email to incharge@vattenfall.nl.

1. General

1.1 These terms and conditions apply to the services described below in combination with your quotation or contract (or contract confirmation). The agreement applies between InCharge AB (Evenemansgatan 13.169 92 Stockholm, Swedish Chamber of Commerce registration number: 559178-6081), described in these terms and conditions as Vattenfall InCharge, and the owner and/or user of the charging station.

1.2 Definitions in these terms and conditions:

1.2.1 E-Mobility Service Provider (EMSP): Provides e-mobility services to the EV driver, including access to the charging station via a means of identification. The EMSP has a contract with the owner of the identifier.

1.2.2. EV driver: A natural or legal person with a means of identification that uses a charging station to charge an electric car.

1.2.3 Means of identification: A resource with a unique number issued by the EMSP is delivered to the EV driver. This number is used for authentication and authorisation. This can be, for example, a charging card, charge drop, or identification by mobile phone.

1.2.4 InCharge platform: The online platform with which Vattenfall InCharge charging stations can be connected and managed - and with which services of the InCharge Smart subscription, as described in these terms and conditions, can be delivered.

1.2.5 InCharge Smart subscription: A combination of services specified in the contract and the explanation in chapter 3-6 of these terms and conditions, including:

2.1.1 Connection of charging stations via the InCharge platform (chapter 3)

2.1.2 Management and monitoring of the charging station (chapter 4)

2.1.3 Access to the charging station (chapter 5)

2.1.4 Setting rates and payments for the charging station (chapter 6)

1.2.6 Charging station: An electrical device for charging electric vehicles. A charging station can have one or more charging points to which an electric vehicle can be connected.

1.2.7 Charge point manager (CPO): Service provider tasked with connecting and managing charging stations via a platform. In these terms and conditions, this is always Vattenfall InCharge.

1.2.8 Charging station owner: A legal or natural person acting in the name of his company or profession and who is the charging station owner and/or has the right to use the charging station and provide it with electricity via the energy supplier contracted by him.

1.2.9 Charging session: A session in which an electric car is charged at a charging station. The session is registered as valid when a minimum of 0.2 kWh and maximum of 350 kWh is charged. The session lasts at least two minutes.

1.2.10 Third party charging station: A charging station that has not been delivered and installed by Vattenfall InCharge, but by another party (third party).

1.2.11 My InCharge portal: An online environment that provides access to statistics and management tools for charging stations and identifiers.

1.2.12 Agreement: The quotation or contract (or contract confirmation) governing the services that Vattenfall InCharge delivers to the charging station owner are indicated in conjunction with these terms and conditions.

1.2.13 Roaming partner: A charging station operator (CPO) who has a partner contract with an EMSP (e-mobility services provider). Through this collaboration, the EV driver can charge with one and the same charging card at various charging stations that are owned and/or managed by different charging station operators.

2. Responsibilities of the parties

2.1 Responsibilities of the charging point operator

2.1.1 Vattenfall InCharge provides all services that fall under the InCharge Smart subscription agreed to by the charging point owner. These services can be found on the quotation or contract (or contract confirmation).

2.1.2 Vattenfall InCharge has the right and the obligation to install important firmware updates in the charging stations.

2.1.3 The connection between the InCharge platform and the charging station is partly dependent on the quality of third party network connections, such as telecom providers. Vattenfall InCharge is not responsible for any damage caused by malfunctions, glitches or changes in network coverage. In addition, Vattenfall InCharge is not responsible for damage caused by hardware failure if the hardware was purchased from a supplier outside the Vattenfall Group.

2.1.4 Vattenfall InCharge has the right to temporarily suspend, limit or discontinue the services without being obliged to pay any remuneration or compensation. This includes upgrades, updates, maintenance and error corrections, or a situation of Force Majeure. In such cases, Vattenfall InCharge will give notification of this in advance as much as possible.

2.1.5 Vattenfall InCharge has the right to adjust or stop the services temporarily, when for example limiting or expanding the services. If so, Vattenfall InCharge will inform the charging station owner in advance.

2.1.6 Each calendar year Vattenfall InCharge has the right to change the prices of its index products and services in accordance with market standards.

2.2 Responsibilities of the charging station owner

2.2.1 The charging station owner must own or have a verifiable right to use the charging stations covered by this agreement.

2.2.2 The charging station owner is responsible for the electrical safety of the charging station and for compliance with applicable laws, regulations, permits and safety standards. The charging station owner is also responsible for ensuring that the charging station complies with EU legislation (CE certified). On delivery of the charging station by Vattenfall InCharge, Vattenfall InCharge guarantees that the charging station complies with the applicable rules and requirements within the conditions and requirements of the warranty applicable to the charging station and installation.

2.2.3 The charging station owner must supply the charging station with power and is responsible for the connection to the power network and, if necessary, the internet. This also includes: Concluding all necessary contracts with and paying all associated costs to, for example, the energy supplier, network operator, and internet provider.

2.2.4 Following correct installation of the charging station, the charging station owner must ensure that, if applicable, the internet connection is sufficient to allow the charging stations to communicate with the InCharge platform.

2.2.5 The charging station owner is responsible for carrying out any maintenance in accordance with the warranty conditions applicable to the charging station.

2.3 In the event of a significant change in details, such as a change of address or email address, the charging station owner is expected to inform Vattenfall InCharge of this in good time.

3. Connection between the charging stations and the InCharge platform

3.1 To be able to use the services as stated in these terms and conditions and in the quotation or contract (or contract confirmation), the charging station owner's charging station must be connected to the InCharge platform. If the charging station owner has purchased the charge station via Vattenfall InCharge, it will be connected directly to the InCharge platform during installation.

3.2 In order to make use of the services as described in this terms conditions, a good connection between the hardware and the internet is a prerequisite. The internet connection can be provided via a SIM card and modem, or through a local area network (LAN) connected to the internet through the charging station owner's connection. In the latter case, the charging station owner is responsible for sufficient internet connection. Otherwise, the delivery of digital services will not be possible. Note that Vattenfall InCharge is not responsible for ensuring an internet

connection. As such, Vattenfall InCharge cannot control or guarantee the operation of the charging station.

3.3 For connecting third-party charging stations to the InCharge Platform, the following conditions apply:

3.3.1 To connect a charging station to the InCharge platform, it must meet Vattenfall InCharge's technical requirements. These include an RFID reader, MID certified meter, cellular modem connection and compatibility with OCPP 1.6 or higher. Upon request, InCharge can provide a list of requirements and already approved hardware suppliers.

3.3.2 At the request and at the expense of the charging station owner, Vattenfall InCharge may inspect a third-party charging station which is not on the list of supported hardware to verify whether it meets the requirements set by Vattenfall InCharge. However, Vattenfall InCharge is not required to add the inspected hardware types to the list of Vattenfall InCharge supported hardware.

3.3.3 Before the charging station owner's charging station is connected to the InCharge platform, Vattenfall InCharge has the right to monitor the charging station. During the contract period, the charging station owner is responsible for ensuring that the charging station complies with all technical and electrical safety requirements for the connection. The charging station owner is responsible for correcting and paying for defects.

3.3.4 Vattenfall InCharge may charge one-off costs for the connection of the charging station to the InCharge platform. If so, these are included in the quotation or contract (or contract confirmation).

3.4 After the charging station has been connected to the InCharge platform in accordance with chapter 3, the charging station owner can purchase services from Vattenfall InCharge. These services are a combination of the components set out in chapters 3 to 6. The (subscription) costs for this are stated in the quotation or contract (or contract confirmation).

4. Management and monitoring of the charging station

4.1 The services in this chapter are mandatory Vattenfall InCharge service components in order to be able to use the services described in these terms and conditions. The (monthly) costs for this are specified in the quotation or contract (or contract confirmation).

4.2 During the agreement, Vattenfall InCharge acts as the sole charging point operator. This means that charging at the charging station and managing the charging station is done through Vattenfall InCharge's services.

4.3 The charging station owner may not encumber the EV driver with any charging costs other than the costs that Vattenfall InCharge charges for the services.

4.4 EV drivers can start and stop a charging session with a Vattenfall InCharge identifier, as well as identifiers supplied by a Vattenfall InCharge approved roaming partner. The EV driver is responsible for possessing an approved and active means of identification.

4.5 The charging stations managed by Vattenfall InCharge are available as standard for all approved Vattenfall InCharge identifiers or its roaming partners. The charging station is not visible by default in the Vattenfall InCharge app or other apps associated with Vattenfall InCharge.

4.6 Vattenfall InCharge maintains a charging history file comprising all charging sessions started by the EV driver with a means of identification at a certain charging station. The charging history consists of information on the charging time, location, duration, cost and energy consumption.

4.7 The charging station owner is granted access to the online environment My InCharge. This contains, for example, information on the operational status, location and charging history of the charging stations (start and end time, charging time and usage in kWh). The charging station owner can also download the charging history as a CSV or Excel file. The following applies to accessing the My InCharge portal:

4.7.1 The charging station owner is responsible for passing on the correct contact details of the person tasked with managing the My InCharge portal. In the event of a change in administrator, the charging station owner must let Vattenfall InCharge know and provide current contact details.

4.7.2. The charging station owner must ensure that the My InCharge portal is not used or managed by unauthorised persons.

4.7.3. The charging station owner is responsible in the event incorrect information is submitted through the My InCharge portal and errors arise as a result.

4.7.4 Vattenfall InCharge may in future add new functionalities to the My InCharge portal without the charging station owner being automatically granted access. In addition, Vattenfall InCharge, with the approval of the charging station owner, has the right to charge extra costs for the additional Smart subscription functionalities.

4.8 Part of the service provided by the InCharge Smart subscription involves access to Vattenfall InCharge customer service. This includes troubleshooting and offering support to the charging station owner, as well as answering questions on the services we offer within the InCharge Smart subscription and associated administration. In the event of malfunctions, customer service is available 24/7 for remote assistance via 088 363 7991. For other questions, employees can be reached by phone on working days (088 363 7991) or by email between 8:00 and 20:00.

4.8.1 Vattenfall InCharge has the right to act immediately in emergency situations without contacting the charging station owner in advance, such as deactivation of a charging station.

4.8.2 Vattenfall InCharge has the right to reboot the charging station at any time remotely as a possible solution to a problem.

4.8.3 In the event the charging station incurs a defect, the charging station owner may pass this on to Vattenfall InCharge. If it is established that the connection between the charging station and the Vattenfall InCharge platform did not cause the defect, Vattenfall InCharge may charge the charging station owner for the time spent on investigating the defect. If the charging station was not provided by Vattenfall InCharge, the charging station owner must contact the supplier of the charging station to resolve the problem.

5. Access to the charging station

5.1 Access to the charging station as referred to in this chapter 5 is an option that must be expressly agreed to and only applies if it is included in the quotation or contract (or contract confirmation).

5.2 With access to the charging station as an extra option, the charging station owner will also receive, in addition to the default settings as stated in chapter 4, the option to change the access granted to the charging station.

5.3 The charging station owner may choose to make the charging stations visible in the Vattenfall InCharge app, but also in other apps with map functionalities made available by Vattenfall InCharge or third parties.

5.3.1 Making a charging station visible cannot be combined with restricting access to the charging stations as described in section 5.4.

5.3.2 If the charging station owner decides to make the charging stations visible, the details are published in the Vattenfall InCharge app. These include location, number of charging points, and the charging rate. Vattenfall InCharge shares these details with all collaboration partners with a similar app. These parties include roaming partners and location aggregators.

5.3.3 The charging station owner has the right to change the location and other data about the charging stations to make it public on your own website and in your own documents.

5.3.4 A condition for making charging stations visible in the Vattenfall InCharge app by the charging station owner is that the charging station owner also gives EV drivers access to their own property on which the charging stations are located. This way EV drivers can use the charging stations.

5.4 The charging station owner may choose to only grant charging station access to identifiers added to the whitelist in the My InCharge portal.

5.4.1 Restricting access to the charging stations cannot be combined with making the charging stations visible such as described in section 5.3.

5.4.2 The charging station owner may choose to limit or restrict access to the charging stations. In which case, only identifiers provided by the charging station owners that have been added to the whitelist in the My InCharge portal may start a charging session.

5.4.3 The charging station owner is responsible for managing the authorisation list with the identifiers that have access to the charging station in the My InCharge portal.

5.4.4 Vattenfall InCharge is not responsible for incorrectly entered identifiers.

5.4.5 Vattenfall InCharge has the right, at the request of EV drivers, to check whether the EV drivers can charge with their means of identification at the charging station.

6. Charging station rates and payments

6.1 Setting rates and payments as described in chapter 6 is an additional option that must be expressly agreed to and only applies if included in the quotation or contract (or contract confirmation).

6.2 If the charging station owner has agreed to the guest use option with Vattenfall InCharge, Vattenfall InCharge is obliged to pay the charging station owner a fee for the use of the charging stations by EV drivers. Vattenfall InCharge undertakes to purchase the same amount of electricity as the EV driver uses from the charging station owner. The payment amount must be agreed in advance between Vattenfall InCharge and the charging station owner.

6.2.2. The charging history stated in section 4.6 is used to determine the payment amount. Vattenfall InCharge provides a monthly transaction overview in the My InCharge portal.

6.2.3. The fee is specified in the quotation or contract (or contract confirmation). Vattenfall InCharge has the right to change this price within 30 days after informing the charging station owner. In which case, the charging station owner has the right to cancel the contract before the new price comes into effect.

6.2.4. All amounts that Vattenfall InCharge owes to the charging station owner due to guest consumption are collected by Vattenfall InCharge on behalf of the charging station owner by means of an invoice as "name and for the account of", also known as "self billing". Although Vattenfall InCharge draws up the "self billing" invoice, the charging station owner is and remains personally liable for the correctness of this invoice and for the payment of VAT and/or other taxes and government levies, if any, payable on the Vattenfall InCharge purchased electricity in connection with guest consumption (so-called self billing invoice). Furthermore, the charging station owner is responsible and liable for and fully aware of all laws and regulations, and complies with all obligations applicable in the relevant jurisdiction for the sale of electricity in connection with guest consumption to Vattenfall InCharge.

6.2.5 If errors are found in the calculation of the payable reimbursement, the difference will be corrected with the following self billing invoice.

6.2.6 Vattenfall InCharge aims to settle payment with the charging station owner within two months after the charging session. The amount will be transferred to the account number provided by the charging station owner. The charging station owner is responsible for keeping bank details up to date.

6.2.7 Vattenfall InCharge has the right to sell electricity for charging to an EV driver

- Vattenfall InCharge has the right to charge a different amount for the electricity used for charging than the electricity price that is traded between Vattenfall InCharge and the charging station owner, such as described in section 6.2.2

6.2.8 Vattenfall InCharge may sell the power used for charging via a roaming contract to other e-mobility service providers.

- If a charging station is included in a roaming agreement, a third e-mobility service provider has the right to sell the power to an EV driver. This is agreed through a contract with the EV driver. The charging station owner or Vattenfall InCharge has no influence on the price agreement.

6.2.9 The EV driver receives the invoice for a charging session from the e-mobility service provider. The two parties agree in advance on a rate for the session. The EV driver therefore does not become a contractual partner of Vattenfall InCharge.

6.2.10 The charging station owner can indicate that EV drivers do not have to pay for charging sessions at the charging stations. The charging station owner is himself responsible for adding the details of these EV drivers in the My InCharge Portal. Charging sessions by these EV drivers are not charged by the EMSP. The charging station owner therefore also receives no payment for use as stated in section 6.2.

7. Costs for the InCharge Smart subscription

7.1 The charging station owner pays subscription costs to Vattenfall InCharge for the use of the services as described in the agreement. These costs are described in the quotation or contract (or contract confirmation).

7.2 Unless otherwise agreed, subscription costs are due from the moment the charging station is connected to the InCharge platform.

7.3 The costs for the InCharge Smart subscription apply per charging station. A charging station can consist of one or more charging points.

7.4 Vattenfall InCharge offers the option to extend the Smart subscription with additional (paid) services, to be agreed on separately. Unless otherwise agreed, the subscription can be adjusted downwards again after one contract year.

8. Payment method

8.1 Payment is made on the basis of Vattenfall InCharge's invoice via the payment method that has been agreed with you. The amount must be paid within the period specified on the invoice.

8.2 Unless otherwise agreed, Vattenfall InCharge invoices the monthly costs for the InCharge Smart subscription once a year. The first billing falls due at the start of the contract.

8.3 The charging station owner is not entitled to set off costs payable to Vattenfall InCharge against any own claims against Vattenfall InCharge.

8.4 Vattenfall InCharge complies with all applicable law, such as the law on collection costs (WIK), for collecting payment of invoices. If the customer pays via direct debit and we cannot collect, Vattenfall InCharge will try once more before sending a payment reminder. On receipt of a payment reminder, the amount must be paid within 14 days. If the first reminder is not paid on time, Vattenfall InCharge will calculate the legally determined collection costs at a minimum of €40. We then instigate legal collection measures, the costs for which are to be borne by the customer.

8.5 If the charging station owner does not comply with the obligations applicable to him under the agreement, Vattenfall InCharge has the right, at its sole discretion, to partially or wholly suspend performance of the agreement or to terminate the agreement immediately. Vattenfall InCharge also has the right to compensation for costs incurred, damage suffered, or interest paid.

9. Contract term and termination

9.1 Contracts entered into after 1 March 2021 have a contract duration of 24 months. After that, the contract is converted into a contract for an indefinite period with a notice period of one month. The monthly costs of the contract are collected in one lump sum each year. If the contract is canceled after the initial period of 24 months, the costs relating to the remaining months already paid for the relevant year are credited by Vattenfall InCharge.

9.2 For contracts entered into before 1 March 2021, it is possible to cancel after 12 months and terminate the contract with a notice period of one month.

9.3 If the contract is terminated within the minimum purchase term, Vattenfall InCharge will not refund the costs of the InCharge Smart subscription for that period.

9.4 A termination must be submitted by email. Vattenfall InCharge must have confirmation from the charging station owner from the termination.

9.5 Termination of the agreement does not affect the charging station owner's ownership of the charging station.

9.6 Vattenfall InCharge has the right to terminate the contract immediately and without obligation to refund payments if:

9.6.1 The charging station owner fails to pay the costs of the InCharge Smart subscription on time, goes bankrupt, or is unable to pay for any other reason.

9.6.2 The charging station owner does not comply with the obligations under the agreement after a written reminder from Vattenfall InCharge. Or if he is permanently unable to fulfill his obligations.

9.6.3 The charging station owner shares incorrect or misleading information with Vattenfall InCharge, or Vattenfall InCharge is not informed about relevant circumstances concerning the agreement.

9.6.4 In the event of termination of the agreement, Vattenfall InCharge has the right to suspend all refunds to the charging station owner until the number of open transactions has been checked. Vattenfall InCharge may also partially or completely restrict access to or stop the service.

10. Communication

10.1 Vattenfall InCharge may store invoices and other documents in the My InCharge portal instead of sending them by post or email.

11. Liability

11.1 Vattenfall InCharge provides its products and services in accordance with the applicable statutory legislation and regulations.

11.2 Vattenfall InCharge is only liable for damage of up to a maximum of € 100,000 per event.

11.3 Barring intent or gross negligence, Vattenfall InCharge's liability is excluded for indirect, consequential and/or loss of profit, including damages resulting from loss of data or corrupt data.

11.4 Vattenfall InCharge is not liable for the operation/construction of the existing installations and connections to, for example, the power network. This service holds expressly no (extra) guarantee for the charging stations unless expressly stated and agreed otherwise.

11.5 Vattenfall InCharge is also not liable for any damage caused by the EV driver, for example through fraud by means of identification.

11.6 Vattenfall InCharge is also not liable for the consequences of a failure in the proper functioning of any required telecommunication services and/or the power network.

12. Force Majeure

12.1 Parties are entitled to invoke Force Majeure if the execution of the agreement in whole or in part, whether or not temporarily, is prevented or complicated by circumstances that are not attributable to fault, nor by virtue of law, legal act, or generally accepted views on behalf of one of the parties. Such circumstances include international conflicts, violent and/or armed actions, measures by any domestic or foreign government or by a supervisory authority, governing body, boycotts, accidents or any event that prevents the transport or supply of electricity from taking place freely and without interruption, failure of the transmission grid, loss of voltage in the grid and the non-functioning of the internet, or any shortcoming of the national grid operator and/or grid operator(s) and electricity suppliers in compliance with their obligations to (one of the) parties.

12.2 The party wishing to invoke force majeure must inform the other party immediately in writing of the occurrence and cause(s) of the (Force Majeure) situation.

12.3 In the event of Force Majeure on the part of a Party, its obligations shall be suspended. If the Force Majeure lasts longer than three weeks, both Vattenfall and the Customer are entitled to dissolve the Agreement in respect of the part that cannot be performed by means of a written statement. The Parties shall then consult with each other regarding a possible amendment of the Agreement that corresponds as much as possible to the original content and scope of the Agreement. Notwithstanding the provisions of this paragraph, the Customer shall only be entitled to (partially) dissolve the Agreement after payment to Vattenfall of all amounts due to Vattenfall at the time of (partial) dissolution, irrespective of whether these are due and payable.

13. Transfer of rights and obligations

13.1 Vattenfall InCharge has the right to terminate this agreement, or its derived rights, and transfer or assign any of its obligations thereto, in whole or in part, to another person or company within the same group, or to third parties who it may reasonably be expected capable of meeting the obligations under this agreement.

13.2 The charging station owner is not entitled to fulfill his obligations that fall under this transfer or assignment of the agreement to other parties without Vattenfall InCharge's prior consent, which cannot be unreasonably withheld.

14. Changes to the contract

14.1 If a (major) change is made to these general terms and conditions, the charging station owner has the right to terminate the agreement without any costs or end obligations. If the agreement is not terminated within the cancellation period of 30 days, it is assumed that the charging station owner agrees to the changes.

16. Trademark and intangible rights

16.1 Neither party has the right to use the other party's trademarks without express permission.

16.2 The charging station owner must ensure that the Vattenfall InCharge logo and instructions for use are clearly visible on the charging stations.

16.3 Ownership of all intellectual property rights and the expertise provided by a party remain with that party.

16.4 If both parties wish to conduct joint marketing activities, the design and its implementation must be included in a separate agreement.

17. Personal data

17.1 When applying for a service or product, Vattenfall InCharge requests that the charging station owner provide company data to Vattenfall. This data is used within the Vattenfall group to accept the application, execute the agreement and relationship management, and for the benefit of marketing. Vattenfall InCharge may also use this data to inform the charging station owner about products and services that are relevant to him. If the charging station owner does not wish to receive information about products and services, he can report this to Vattenfall InCharge by telephone on 088 363 7991 or in writing by email (incharge@vattenfall.nl).

17.2 The business data of the charging station owner may also include personal data. Vattenfall InCharge treats this personal data with the utmost possible care and security. When and why Vattenfall InCharge asks for your personal data and how Vattenfall InCharge uses this personal data can be found on our website. There is also information included about the rights of the charging station owner as a data subject, such as the right to object to processing of his personal data for which Vattenfall InCharge has a legitimate interest and processing for direct marketing, including profiling related to direct marketing.

18. Applicable law and resolution dispute

18.1 This agreement is governed by Dutch law.

18.2 In the event of disputes over the implementation of this agreement, the courts of Amsterdam shall be competent.