

# SERVICE AGREEMENT

## For subscription services provided by Northe

In addition to any specific terms set out in the Order Form, this Service Agreement (the "**Agreement**") apply for all services subscribed to in the Order Form by the entity identified as Customer (the "**Service**"). The Service is provided by Charge4go AB (559239-8266) (henceforth referred to as "**Northe**"). The Parties to this Agreement are Northe and the Customer, hereinafter also referred to individually as a "**Party**" and jointly as the "**Parties**".

### 1. BACKGROUND

1.1. Northe develops products and services related to the charging of electric vehicles.

1.2 Northe Fleet enables multiple users to debit their charging of electric vehicles to a single Fleet Account. Each Fleet Account consists of one or more Billing Accounts, representing a specific vehicle, person or another identifier as decided by the Customer.

1.3 Northe Property is a module to Northe Fleet through which End-Users can connect a Charger Box to the Platform, which enables charging sessions and reimbursement of electricity expenses.

1.4 The Customer wishes to use the Service to manage the charging sessions of its employees (or other individuals as decided by the Customer), such individuals will henceforth be referred to individually as an "**End-User**", or collectively as "**End-Users**".

### 2. DEFINITIONS

2.1 In the Agreement, save where the context requires otherwise, the singular includes the plural and *vice versa*. Definitions can also be found elsewhere in the Agreement.

"**Administrator**" means an individual or entity designated by the Customer to manage the Fleet Account.

"**Billing Account**" means a sub-account under a Fleet Account, to which an End-User may be connected by the Administrator.

"**Billing Period**" means each Calendar Month, except that (i) the first Billing Period shall begin on the date that Northe makes the Service available to the Customer and shall continue until the last day of said Calendar Month, and (ii) the last Billing Period shall end on the date that the Agreement is terminated.

"**Charger Box**" means technical infrastructure for non-public charging of electrical vehicles that may be connected to the Platform, enabling Charging Sessions by a single or specific group of End-Users through Northe Property.

"**Charger Box Reseller**" means a third-party company that sells Charger Boxes through a web based online order flow (online store) dedicated to End-Users.

"**Charging Card**" means an RFID card or

tag that may be used as an alternative to the Mobile App to initiate and stop Charging Sessions.

"**Charging Fee**" means the fee charged by Northe in relation to a Charging Session.

"**Calendar Month**" means any of the twelve (12) calendar months of the year.

"**Charging Network**" means Northe's aggregate network of charging stations for electric vehicles available in the Mobile App.

"**Charging Session**" means an event starting when an End-User initiates charging through the Mobile App or a Charging Card at a charging station in the Charging Network and ending when (i) an End-User stops the event through the Mobile App or Charging Card, or (ii) the event is otherwise stopped (e.g., because the charging station timed-out, or otherwise automatically ended the event).

"**Customer Data**" means data or other information that the Customer, or a third party on the Customer's behalf, puts at Northe's disposal.

"**Fleet Charging Management Portal**" means an online web application provided by Northe on which the Administrator may manage End-Users and Billing Accounts.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights.

"**Mobile App**" means the Northe mobile application available to End-Users.

"**Order Form**" means the document, including any exhibit thereto, through which the Customer subscribes to the Service.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Platform**" means the Mobile App, Fleet Charging Management Portal and any other application (web or mobile) connected to Northe's backend and through which the Service is made available.

"**Platform Fee**" means the recurring fee charged by Northe for provision of the Service.

"**Privacy Policy**" means the privacy policy of Northe, available at

www.northecharge.com and amended from time to time by Northe.

"**Routine Maintenance**" means measures taken by Northe that may temporarily affect the Service by making the Platform in parts, or in its entirety, unavailable to the Customer and/or End-Users in order to add features or functionalities, improve the Service, or correct or prevent technical problems and other faults to the Service and/or Platform.

"**Service**" means the service which Northe is to provide to the Customer, as specified in the Order Form, and modifications thereof in accordance with Section 10.

"**Subscription Period**" means the period in time as specified in the Order Form and commencing on the date that Northe makes the Service available to the Customer.

"**Terms of Use**" means the terms and conditions that govern the End-User's (including the Administrator's) use of the Platform. Available at www.northecharge.com and amended from time to time by Northe.

"**Unscheduled Maintenance**" means measures taken by Northe that may temporarily affect the Service by making the Platform in parts, or in its entirety, unavailable to the Customer and/or End-Users in order to correct or prevent technical problems and other faults to the Service and/or Platform.

### 3. THE SERVICE

3.1 The scope of the Service is set out in the Order Form under "THE SERVICE AND PRICING". Any offer of products and services not specified in the Order Form and involving Northe is subject to the Parties previously agreeing thereto in writing. All parts of the Platform that are outside the scope of the Service are provided as is and without any warranties. This Agreement shall be construed so that all Sections apply to the Customer's use of the Service except for Sections referring to a part of the Service that the Customer has not contracted for.

3.2 Northe shall make the Service available for the Customer by sending out credentials to the Fleet Charging Management Portal to the Administrator on the date as specified in the Order Form.

3.3 Unless otherwise stated in the Order Form, the Service is being purchased by the Customer as a subscription for the Subscription Period stated in the Order Form.

3.4 The Customer is financially responsible for End-User's use of the Service, including any Charging Sessions carried out by End-Users that are debited to the Fleet Account.

### 4. ADMINISTRATOR

4.1 The individual or entity assigned in the Order Form as Administrator shall manage the Fleet Account on behalf of the Customer.

For the avoidance of doubt, any third party managing the Fleet Account is not a party to this Agreement, and the Customer remains liable for any action performed in the Fleet Account through a third-party Administrator. The Customer may remove an Administrator by contacting hello@northe.app.

## 5. CHARGING CARDS

5.1 Charging Cards may be ordered by the Administrator by emailing hello@northe.app or as otherwise instructed by Northe.

## 6. THE TERMS OF USE

6.1 The Customer's use of the Mobile App and other parts of the Platform is governed by the Terms of Use. For the avoidance of doubt, this Agreement shall prevail over the Terms of Use insofar as the provisions of this Agreement replace and/or conflict the provisions of the Terms of Use.

6.2 The End-User's use of the Mobile App and any other part of the Platform is subject to the End-User accepting the Terms of Use. In the event an End-User breaches the Terms of Use, Northe reserves the right to prevent the End-User from accessing the Mobile App or any other part of the Platform.

6.3 Northe reserves the right in its sole discretion to update the Terms of Use.

## 7. NORTHE PROPERTY AND REIMBURSEMENT

7.1 Northe Property only supports Charger Boxes purchased through a order flow from a Charge Box Reseller designated by Northe. In relation to Charger Boxes or any other products sold by a Charge Box Reseller, all warranties, indemnification and support obligations are provided by the Charge Box Reseller. Northe makes no warranties of any kind, either express or implied, for Charger Boxes and any other equipment and/or services provided by a Charge Box Reseller. Northe does not under any circumstances accept liability for damages caused by Charger Boxes or other products/services sold or provided by a Charge Box Reseller

7.2 Upon successful connection of a Charger Box to the Northe Platform, Northe will pay out reimbursement equal to the Charging Fee for Eligible Charging Sessions (as defined in Section 7.3 below) debited to the Fleet Account. For the avoidance of doubt, the Customer is liable to pay any Charging Fee incurred by an End-User for Charging Sessions performed at a Charge Box that is debited to the Fleet Account.

7.3 A Charging Session shall be considered as an Eligible Charging Session if the following conditions are met when the Charging Session is initiated:

(i) The End-User shall have provided valid bank details to a Swedish registered bank account in the End-User's name;

(ii) the End-User shall have registered a valid price per kWh to determine the Charging Fee;

(iii) the Charging Session shall be initiated through the Mobile App or a Charging Card with a Billing Account that has Northe Property enabled as selected payment method.

7.4 Northe shall transfer funds to the End-User's registered bank account in an amount equal to the aggregate Charging Fee from Eligible Charging Sessions performed by the End-User each Billing Period. Reimbursement for each Billing Period will be paid out two months in arrears on the 3rd (or the first Working Day following the 3rd) of each Calendar Month. The funds will be transferred to the bank account registered in the User Account.

7.5 Northe assumes no responsibility for the validity and correctness of the information transmitted by an End-User to Northe. Accordingly, Northe shall not be liable to compensate the Customer or the End-User in the event that the End-User does not receive funds or if the funds received by an End-User differ from the actual compensation that the End-User may be entitled to as a result of incorrect information transmitted to Northe. Northe is not obliged to rectify or correct information transmitted by an End-User. In the event that Northe detects that erroneous information has been transmitted or if the transfer of funds fails, e.g., due to incorrect bank details, Northe will try to contact the End-User and/or the Customer. However, Northe cannot trace or reverse an incorrect transaction.

7.6 The Customer acknowledges that the provision of Northe Property, including reimbursement, is conditioned upon the prerequisite that Northe shall not be required to register for or receive any permits or authorisations from a governmental authority. The transfer of funds is performed through a payment institution with a license to perform certain payment services under the supervision of the Swedish Financial Supervisory Authority (Sw. Finansinspektionen) (the "**Payment Service Provider**"). To enable reimbursement, the End-User is required to accept the Payment Service Provider's terms and conditions. Northe may disable Northe Property in the event that Reimbursement is being used in a fraudulent, illegal, non-compliant or abusive manner, or otherwise in breach

of this Agreement and/or the Payment Service Provider's terms and conditions, as reasonably determined by Northe and/or the Payment Service Provider.

7.7 The Customer acknowledges that Reimbursement is conditioned upon Northe receiving full payment of Charging Fees, including Eligible Charging Fees, in accordance with Section 15 (Billing). In the event of late or outstanding payment despite a one-time written reminder, Northe reserves the right to disable Northe Property and prevent any End-User from performing Eligible Charging Sessions until full payment has been made. For the avoidance of doubt, such action by Northe shall not preclude or restrict the exercise of further rights by Northe under this Agreement.

## 8. CUSTOMER'S OBLIGATIONS

8.1 In order for Northe to be able to perform its obligations under the Agreement, the Customer is responsible for the following in relation to the Service:

I. The Customer shall provide accurate information to Northe and immediately update any information that becomes dated or otherwise incorrect;

II. The Customer shall notify Northe immediately upon discovery of any infringements or attempted infringements that might affect the Service and/or Platform;

III. The Customer shall ensure that only authorised End-Users are connected to the Fleet Account and remove any End-User that the Customer no longer wishes to have access to the Fleet Account;

IV. The Customer shall be liable to pay for all Charging Sessions that are debited to the Fleet Account by an authorised End-User;

V. The Customer shall immediately inform Northe about the loss or theft of any object and/or information that may lead to unauthorised access to the Service;

VI. The Customer shall only submit Personal Data after ensuring that the End-User has given permission to the Customer sharing such data with Northe;

VII. The Customer shall inform each respective End-User that it has requested Northe to send an invitation to the Fleet Account;

VIII. The Customer shall not in any way manipulate the Platform to provide or generate false information relating to use of the Fleet Account or other parts of the Platform;

IX. The Customer shall at all times adhere to applicable data protection legislation;

X. The Customer shall pay all applicable

fees relating to the Service, on or before the due date;

XI. The Customer shall not sublicense, lease, rent, sell, give, or otherwise transfer or provide the Service to a third party. For the avoidance of doubt, connecting an End-User to a Fleet Account shall not be construed as a breach of this Agreement;

XII. The Customer shall not debit, or in any way demand payment from, an End-User in relation to use of the Service without the written consent of Northe;

XIII. The Customer may only use the Service and Platform in accordance with the Terms of Use unless, and only to the extent that, this Agreement specifically states otherwise;

XIV. The Customer undertakes to only use the Service for legitimate business purposes and not to use the Service or any other part of the Platform for illegal activities.

8.2 If the Customer fails to comply with any obligation under this Section or otherwise breaches the Agreement, Northe reserves the right to cancel the Service and prevent the Customer from accessing the Platform.

## **9. MAINTENANCE**

9.1 Northe will perform Routine Maintenance on the Platform from time to time. Northe undertakes to inform the Customer in due time before performing any Routine Maintenance that will affect the Service. In addition, Northe may, without previously informing the Customer and/or End-User, perform Unscheduled Maintenance if Northe, in its reasonable opinion, holds that such measures are required in order to ensure the safety and/or functionality of the Platform.

## **10. CHANGES TO THE SERVICE**

10.1 Northe may, without prior notification to the Customer, make changes to the Service, granted Northe, in its reasonable opinion, determines that such changes may not cause the Customer more than minor inconvenience. Northe reserves the right to at any time modify, add, or remove features relating to the Platform that is outside the scope of the Service.

10.2 If Northe intends to make other changes to the Service than those set out in Section 10.1 above. Northe shall notify the Customer about such changes at least thirty (30) days prior to making the change. The Customer has the right to terminate the Agreement with effect from the date the change enters into force provided that the Customer objects within fourteen (14) days of receiving notice of the changes.

## **11. CUSTOMER SUPPORT**

11.1 Any enquiries or support requests concerning the Service shall be sent by

email to hello@northe.app. Questions relating to specific charging stations and/or operators should be directed to the respective charging station operator. In case payments for the Service will be made to another entity than Northe, questions regarding invoicing or payment obligations should be directed to the entity issuing the invoice.

## **12. LIABILITY FOR DEFECTS**

12.1 Northe shall rectify a fault, with the urgency required by the situation, in the Service which is a result of a circumstance for which Northe is responsible.

12.2 A fault in the Service exists when the Service in a significant way does not correspond to the Order Form or otherwise significantly deviates from the Agreement.

12.3 Disruptions to the Service beyond the control of Northe, such as e.g., issues relating to a charge point operator or roaming provider shall not constitute a fault in the Service.

12.4 If Northe fails to rectify a significant fault within due time, the Customer shall be entitled to the following remedies:

A. The Customer shall be entitled to a price reduction that corresponds to the fault; and  
B. terminate the Agreement.

12.5 Northe shall only be liable, however, for faults of which the Customer complains within sixty (60) days after the Customer became aware, or should have become aware, of the fault.

## **13. PERSONAL DATA**

13.1 Northe will process Personal Data in accordance with the Privacy Policy.

13.2 The Customer and Northe will both be processing Personal Data as an independent data controller in the meaning of the GDPR.

13.3 The Parties shall immediately inform each other of any data processing incidents or breaches relating to each Party's obligations under the Agreement.

## **14. PRICING**

14.1 All prices in the Order Form are shown exclusive of value added tax (VAT). For the avoidance of doubt, the price displayed in the Mobile App prior to starting a Charging Session is shown inclusive of VAT.

14.2 The fee for Northe Fleet is charged each Billing Period per Billing Account and Additional End-User (as defined below). If the Customer has connected more End-Users than Billing Accounts to the Fleet Account, the Customer will be charged per additional connected End-User (each, an "Additional End-User"). The aggregate fee per Billing Period for Northe Fleet is determined by the collective number of Billing Accounts and Additional End-Users at any point during the first 25 days of each Billing Period that results in the highest fee. Removing a Billing Account and/or End-

User during a Billing Period will not decrease the fee for that Billing Period.

14.3 The fee for Northe Property is charged for any Billing Account that has Northe Property enabled at any point during a Billing Period.

14.4 Northe reserves the right to change the applicable Charging Fee at any time and without prior notice to the Customer (the at any time applicable Charging Fee is always visible in the Mobile App).

14.5 Northe will inform the Customer about changes to any fee other than the Charging Fee through email (a "Price Change Notice"). Such price changes will take effect at the start of the next Subscription Period that commences at least 30 (thirty days) after the Customer received the Price Change Notice. The Customer may reject a price change by terminating the Agreement in accordance with Section 25.

14.6 The Customer shall pay Northe for use of the Service as specified in the Order Form.

14.7 Unless otherwise confirmed in writing by Northe, Northe reserves the right to freeze a Fleet Account if the aggregate Charging Fee incurred during a Billing Period exceeds the equivalent of SEK 25,000.00 (twenty-five thousand) until full payment has been received.

## **15. BILLING**

15.1 Unless otherwise stated on the Order Form, all fees relating to the Service will be invoiced in arrears. Each invoice will be issued and delivered to the customer within 10 days following the end of a Billing Period. Invoices will be delivered as a PDF through email and shall be paid within 30 days.

15.2 In the event of late payment, Northe will send out a one-time payment reminder and apply a 60 SEK reminder fee. Northe is entitled to receive interest as prescribed by the Swedish Interest Act (1976:635) for any unpaid amount from the due date until full payment is made.

15.3 If full payment has not been received following a one-time payment reminder, Northe is entitled to immediately stop the provision of the Service and hand the matter over to debt collection, in such case Northe is entitled to compensation for costs associated with the collection of due amounts.

## **16. CREDIT ASSESSMENT**

16.1 Northe reserves the right to carry out a credit assessment on the Customer's financial responsibility and credit worthiness at any time.

16.2 If Northe, on the basis of its risk or credit assessment of the Customer, deems it necessary, Northe shall be entitled to demand a bank guarantee or another form of collateral from the Customer. If the Customer fails to comply with a request for

collateral, Northe reserves the right to suspend the Service.

## **17. INTELLECTUAL PROPERTY RIGHTS**

17.1 Northe hereby grants Customer a limited, non-exclusive, non-transferable, revocable permission to use the Service and Platform per the terms and duration of this Agreement.

17.2 Northe and/or Northe's licensors are and shall remain the sole owners of all rights, including Intellectual Property Rights, title and interest in the Platform. The Customer undertakes not to decompile or disassemble the Platform or in any other way seek to establish the Platform's source code or object code or otherwise seek to copy or recreate any part of the Platform.

## **18. NO PUBLICITY**

18.1 Other than as expressly set forth herein, neither Party may use or reference the other Party's name, logo, trademarks or service marks in a press release or otherwise without the other Party's prior consent in each instance.

## **19. LIABILITY**

19.1 Northe shall be liable for damages caused to the Customer through Northe's negligence, subject to the limitations set forth below.

19.2 In the absence of intent or gross negligence, Northe's liability for aggregated damages shall be limited to SEK 50.000,00 (fifty thousand) or (if lower) the compensation paid to Northe by the Customer during the 12 months preceding the alleged fault or damage (if a shorter period has lapsed, such period shall apply).

19.3 However, to the extent allowed by mandatory law, Northe's liability shall be limited to direct damages. Northe shall under no circumstances be liable for loss of profit or any indirect damage or loss, including any obligation of the Customer to compensate any third party, included but not limited to an End-User, or any loss of information.

19.4 The Customer shall make any claim for compensation no later than sixty (60) days after the Customer discovered, or reasonably should have discovered, the grounds for the claim, however not later than six (6) months from the date of termination of this Agreement.

## **20. CONFIDENTIALITY**

20.1 The Parties hereby undertake, during the term of the Agreement and thereafter, not to disclose to any third party information regarding the Agreement, nor any other information which the Parties have learned as a result of the Agreement, whether written or oral and irrespective of form ("**Confidential Information**"). The Parties agree and

acknowledge that the Confidential Information may be used solely for the fulfilment of the obligations under the Agreement and not for any other purpose. The receiving Party further agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as it uses with respect to its own confidential and/or proprietary information.

20.2 This confidentiality undertaking does not apply to information which:

A. at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or

B. the receiving Party can evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

20.3 Neither shall this confidentiality undertaking apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognised marketplace. In the event that any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure, in order to make it possible for the other Party to seek an appropriate protective order or other remedy. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this Section, to the extent possible, shall be treated confidentially by anyone receiving such information.

20.4 The provisions of this Section shall remain valid for three years after termination of this Agreement.

## **21. FORCE MAJEURE**

21.1 A Party shall be relieved from liability for a failure to perform its obligations under this Agreement during such period, and to the extent that the due performance thereof by the Party is prevented by reason of any circumstance beyond the control of the Party, which could not reasonably have been foreseen by the Party prior to entering into this Agreement, such as war, civil war, fire, flood, interruption in public transport, communications or general energy supply, or other circumstances of similar importance.

## **22. ASSIGNMENT**

22.1. A Party shall be entitled to assign its rights and obligations under this

Agreement only following the written approval of the other Party.

22.2. Notwithstanding Section 22.1, Northe may without the Customer's consent transfer the right to receive compensation to another entity.

## **23. NO PARTNERSHIP**

23.1. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

## **24. AMENDMENTS AND UPDATES**

24.1. Northe reserves the right to update, modify and/or amend the terms of this Agreement and the Order Form in sole discretion by giving written notice to the Customer.

24.2. Changes pursuant to Section 24.1 will take effect at the start of the next Subscription Period that commences at least 30 (thirty days) after the Customer received written notice. The Customer may reject the changes by terminating the Agreement in accordance with Section 25.

## **25. TERM AND TERMINATION**

25.1. This Agreement shall enter into force when the Order Form is signed and submitted by an authorised representative of the Customer and shall remain in force during the Subscription Period.

25.2 The Subscription Period shall, unless otherwise specified in the Order Form, automatically be renewed for additional periods of one Calendar Month.

25.3. Either Party may terminate the Agreement by giving the other Party written notice no later than ten days before the end of the Subscription Period.

25.4. A termination of the Terms of Use by the Administrator shall be considered a termination of this Agreement.

25.5. Either Party shall be entitled to prematurely terminate the Agreement with immediate effect if (i) the other Party materially breaches its obligations under this Agreement; or (ii) the other Party is placed into bankruptcy, commences composition proceedings, or is insolvent.

25.6 If, as a consequence of a change of applicable law, governmental enquiry and/or actual or likely prohibition and/or sanction by a governmental authority, as reasonably determined by Northe and as supported by opinion of counsel, Northe resolves to cease with an activity contemplated under this Agreement, and provided such activity could reasonably be expected to have a material impact on the intent of and/or scope of duties hereunder

Northe shall immediately notify the Customer in writing. In such event Northe may terminate this Agreement by giving written notice thereof and, absent an agreement to the contrary, this Agreement shall upon issuance of such notice be null and void and neither Party shall have any right to further compensation or damages under this Agreement, the Order Form, or as a consequence of such termination.

25.7 Termination by the Customer shall be sent in writing to hello@northe.app

25.8 Upon termination of this Agreement all outstanding financial matters between the Parties shall be considered due and payable. For the avoidance of doubt, the

termination of this Agreement shall not relieve either Party from any financial obligations incurred prior to termination. Both Parties shall return all material, information, and other items which belong to the other Party, except for information which either Party is obligated to keep in order to fulfil a legal obligation. Northe may prevent the Customer from using the Service and delete Customer Data, or in a different manner make it inaccessible to the Customer.

## **26. ENTIRE AGREEMENT**

26.1 The Parties confirm that the Agreement represents the entire understanding and constitutes the whole agreement between

the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

## **27. GOVERNING LAW AND JURISDICTION**

27.1 This Agreement shall be governed by the substantive law of Sweden, without regard to its choice of law provisions.

27.2 The exclusive jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be Stockholm, Sweden.